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Sep 19 2022 02:30 p.m.
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Clerk of Supreme Court

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Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA L. ESKEW, as special administrator
of the Estate of William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No.: A-19-788630-C
Dept. No.: 4

NOTICE OF APPEAL

1 Please take notice that Defendant Sierra Health and Life Insurance Company, Inc. hereby
2 appeals to the Supreme Court of Nevada from all judgments, rulings, and orders in this case,
3 including:

- 4 1. Judgment Upon the Jury Verdict, filed April 18, 2022, notice of entry of which was
5 served electronically on April 18, 2022 (Exhibit A);
- 6 2. Order Granting In Part and Denying In Part Defendant's Motion To Retax, filed
7 June 8, 2022, notice of entry of which was served electronically on June 9, 2022
8 (Exhibit B);
- 9 3. Minute Order denying Defendant's Renewed Motion for Judgment as a Matter of
10 Law, electronically served by Courtroom Clerk on August 15, 2022 (Exhibit C);
- 11 4. Minute Order denying Defendant's Motion for a New Trial or Remittitur,
12 electronically served by Courtroom Clerk on August 15, 2022 (Exhibit D); and
- 13 5. All judgments, rulings and interlocutory orders made appealable by any of the
14 foregoing.

15
16 DATED: September 14, 2022.

17 /s/ Ryan T. Gormley
18 D. Lee Roberts, Jr., Esq.
19 Phillip N. Smith, Esq.
20 Ryan T. Gormley, Esq.
21 WEINBERG, WHEELER, HUDGINS,
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25 Thomas H. Dupree Jr., Esq.
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27 1050 Connecticut Avenue, N.W.
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Attorneys for Defendant

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on September 14, 2022 a true and correct copy of the foregoing
3 **NOTICE OF APPEAL** was electronically filed and served on counsel through the Court's
4 electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the
5 electronic mail addresses noted below, unless service by another method is stated or noted:

6 Matthew L. Sharp, Esq.
7 matt@mattsharpplaw.com
8 MATTHEW L. SHARP, LTD.
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Reno, NV 89501

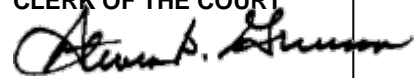
9 Douglas A. Terry, Esq.
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11 Edmond, OK 73018
Attorneys for Plaintiffs
12 Sandra L. Eskew, Tyler Eskew and
William G. Eskew, Jr.
13

14 /s/ Cynthia S. Bowman

15 An employee of WEINBERG, WHEELER,
16 HUDGINS, GUNN & DIAL, LLC
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EXHIBIT A

EXHIBIT A



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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiffs,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

NOTICE OF ENTRY OF JUDGMENT UPON JURY VERDICT

PLEASE TAKE NOTICE that the Judgment Upon Jury Verdict was filed herein on April 18,
2022, in the above-captioned matter.

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1 A copy of the Judgment Upon Jury Verdict is attached hereto as Exhibit 1.

2 DATED this 18th day of April 2022.

3 MATTHEW L. SHARP, LTD.

4
5 /s/ Matthew L. Sharp

6 MATTHEW L. SHARP, ESQ.

7 Nevada Bar No. 4746

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9 Reno NV 89501

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Attorneys for Plaintiffs

EXHIBIT 1

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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

JUDGMENT UPON THE JURY VERDICT

THIS MATTER came for trial by jury from March 14, 2022 through April 5, 2022. Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of William George Eskew, appeared in person and by and through her counsel Matthew L Sharp, Esq. and Douglas Terry, Esq. Defendant Sierra Health and Life Insurance Company appeared in person and by and through its counsel, Lee Roberts, Esq., Ryan Gormley, Esq., and Phillip Smith, Esq., of the law firm of Weinberg, Wheeler, Hudgins, Gunn, & Dial, LLC. Testimony was taken. Evidence was admitted. Counsel argued the merits of the case. Pursuant to NRS 42.005(3), the trial was held in two phases.

1 On April 4, 2022, in phase one, the jury unanimously rendered a verdict for Plaintiff Sandra
2 L. Eskew as Special Administrator of the Estate of William George Eskew and against Defendant
3 Sierra Health and Life Insurance Company and awarded compensatory damages in the amount of
4 \$40,000,000. The jury unanimously found grounds to award punitive damages.

5 Phase two for punitive damages was held on April 5, 2022. The jury unanimously rendered a
6 verdict for Plaintiff Sandra L. Eskew as Special Administrator of the Estate of William George
7 Eskew and against Defendant Sierra Health and Life Insurance Company and awarded punitive
8 damages in the amount of \$160,000,000.

9 Pursuant to NRS 17.130, Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of
10 William George Eskew, is entitled prejudgment interest of \$6,363,287.67 for past compensatory
11 damages awarded of \$40,000,000, from April 9, 2019 through entry of judgment of April 18, 2022,
12 based upon a pre-judgment interest rate of 5.25 percent.¹

13 IT IS SO ORDERED AND ADJUDGED that Plaintiff Sandra L. Eskew, as Special
14 Administrator of the Estate of William Georg Eskew, be given and granted judgment against
15 Defendant Sierra Health and Life Insurance Company in the total amount of \$206,363,287.67, plus
16 taxable costs as determined by this Court, all to bear interest as provided by NRS 17.130(2) from the
17 date of entry of judgment until paid in full.

18 DATED this __ day of April 2022.

19 Dated this 18th day of April, 2022

20 

21 DISTRICT COURT JUDGE

22 53A 8A7 E0AC A706

23 Nadia Krall

24 District Court Judge

25
26
27 ¹ <https://www.washoecourts.com/toprequests/interestrates>. The pre-judgment interest rate is 5.25
28 percent. \$40,000,000 times 5.25 percent and divided by 365 days equals a daily rate of interest of
\$5,753.42. April 9, 2019 through April 18, 2022 is 1106 days for \$6,363,287.67.

1 **CSERV**

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

5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 4/18/2022

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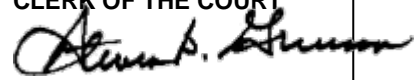
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EXHIBIT B

EXHIBIT B



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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

**NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANT'S MOTION TO RETAX**

PLEASE TAKE NOTICE that an Order Granting in Part and Denying in Part Defendant's
Motion to Retax was filed on June 8, 2022, in the above-captioned matter.

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1 A copy of the Order is attached hereto.

2 DATED this 9th day of June 2022.

3 MATTHEW L. SHARP, LTD.

4
5
6 /s/ Matthew L. Sharp
7 MATTHEW L. SHARP, ESQ.
8 Nevada Bar No. 4746
9 432 Ridge Street
10 Reno NV 89501
11 (775) 324-1500
12 matt@mattsharplaw.com
13 *Attorneys for Plaintiffs*
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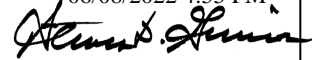
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Matthew L. Sharp, Ltd., and that on this date, a true
3 and correct copy of the foregoing was electronically filed and served on counsel through the Court's
4 electronic service system pursuant to Administrative Order 14-2 and NEFCR 9, via the electronic mail
5 address noted below:

6 D. Lee Roberts, Jr. Esq.; lroberts@wwhgd.com
7 Marjan Hajimirzaee, Esq.; mhajimirzaee@wwhgd.com
8 Ryan T. Gormley, Esq.; rgormley@wwhgd.com
9 WEINBERG WHEELER HUDGINS GUNN & DIAL LLC
6385 S. Rainbow Blvd., Ste. 400
Las Vegas, NV 89118
10 *Attorneys for Defendants*

11 DATED this 9th day of June 2022.

12 /s/ Suzy Thompson
13 An employee of Matthew L. Sharp, Ltd.
14
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CLERK OF THE COURT

ORDR
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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
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Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANT'S MOTION TO RETAX

On April 22, 2022, Defendant filed its Motion to Retax Costs. This Court has reviewed Plaintiff's Memorandum of Costs, Defendant's Motion to Retax Costs, and Plaintiff's Opposition to Defendant's Motion to Retax Costs with a Declaration of Matthew L. Sharp in Support of Plaintiff's Memorandum of Costs. This Court grants Defendant's Motion to Retax Costs in part and denies the motion in part consistent with the modification to Plaintiff's Memorandum of Costs as set forth in Plaintiff's Opposition to Motion to Retax Costs.

1 **I. LEGAL STANDARDS FOR MOTION TO RETAX COSTS**

2 1. NRS 18.020(3) provides costs must be allowed to “the prevailing party against any adverse
3 party against whom judgment is rendered...[i]n an action for the recovery of money or damages, where
4 the plaintiff seeks to recover more than \$2,500.”

5 2. The prevailing party is “entitled to recover all costs as a matter of right.” *Albios v. Horizon*
6 *Cmtys., Inc.*, 122 Nev. 409, 431, 132 P.3d 1022, 1036-37 (2006). NRS 18.005 defines the costs that
7 are recoverable.

8 3. NRS 18.110(1) provides that the party seeking costs must provide a memorandum of costs
9 setting forth the recoverable costs that have been necessarily incurred. The requirements of NRS
10 18.110(1) are not jurisdictional. *Eberle v. State ex rel. Redfield Trust*, 108 Nev. 587, 590, 836 P.2d
11 67, 69 (1992).

12 4. This Court has the discretion to determine the allowable costs under NRS 18.020. *Motor*
13 *Coach Indus., Inc. v. Khiabani by & through Rigaud*, 137 Nev. Adv. Op. 42, 493 P.3d 1007, 1017
14 (2021).

15 5. NRS 18.005(5) governs the recovery of expert witness fees. It provides, “Reasonable fees of
16 not more than five expert witnesses of not more than \$1,500 for each witness, unless the court allows
17 a larger fee after determining that the circumstances surrounding the expert’s testimony were of such
18 necessity as to require the larger fee.” In evaluating a request for expert fees over \$1,500 per witness,
19 this Court should “carefully evaluate a request for excess fees.” *Motor Coach Indus. v. Khiabani*, 492
20 P.3d at 1017. This Court should recognize the importance of expert witnesses and consider the factors
21 set forth in *Frazier v. Drake*, 131 Nev. 632, 650-51, 357 P.3d 365, 377-78 (Ct. App. 2015). Those
22 factors include: (1) the importance of the expert’s testimony to the case; (2) the degree that the expert
23 aided the jury in deciding the case; (3) whether the expert’s testimony was repetitive of other experts;
24 (4) the extent and nature of the work performed by the expert; (5) the amount of time the expert spent
25 in court, preparing a report, and testifying at trial; (6) the expert’s area of expertise; (7) the expert’s
26 education and training; (8) the fees charged by the expert; (9) the fees traditionally charged by the
27 expert on related matters; (10) comparable expert fees charged in similar cases; and (11) the fees that

1 would have been charged to hire a comparable expert in Las Vegas, Nevada. *Id.* Whether a particular
2 factor is applicable depends upon the facts of the case.

3 **II. FINDINGS OF FACT**

4 1. This case proceeded to trial on March 14, 2022.

5 2. On April 4, 2022, a verdict in phase one was rendered in favor of Plaintiff.

6 3. On April 5, 2022, a verdict on phase two was rendered in favor of Plaintiff.

7 4. On April 18, 2022, this Court filed a judgment in favor of Plaintiff.

8 5. On April 18, 2022, Plaintiff filed a Notice of Entry of Judgment.

9 6. On April 19, 2022, Plaintiff filed a Memorandum of Costs with supporting documentation to
10 support each item of costs requested.

11 7. On April 22, 2022, Defendant filed its Motion to Retax Costs (“Motion”).

12 8. On May 6, 2022, Plaintiff filed its Opposition to Motion to Retax Costs (“Opposition”) with
13 the Declaration of Matthew L. Sharp in Support to Plaintiff’s Opposition to Motion to Retax Costs
14 (“Declaration”).

15 9. Defendant challenged the Memorandum of Costs on the basis that the attorneys for Plaintiff
16 did not include a sworn declaration to verify the costs. Memorandum of Costs, which was signed by
17 counsel as an officer of the Court, included the bills showing each item of costs requested were
18 incurred, and Declaration verified the Memorandum of Costs as well as addressing each item of cost
19 that Defendant sought to retax. The Memorandum of Costs, Opposition, and Declaration provided the
20 information sufficient for this Court to evaluate the reasonableness of Plaintiff’s costs.

21 10. Pursuant to NRS 18.005(1), Plaintiff submitted filings fees of \$560. The Defendants did not
22 contest the filing fees. Filing fees of \$560 were necessarily incurred in this action.

23 11. Pursuant to NRS 18.005(2), Plaintiff submitted \$24,162 for court reporter fees for depositions.
24 In its Motion, Defendant asked to re-tax costs by \$8,187.40 on basis that: (1) jury trial transcripts of
25 \$2,798.50 are not taxable; (2) \$3,230.16 for duplicate charges; and (3) video deposition charges of
26 \$1,092.20. In the Opposition, Plaintiff omitted the duplicate charges of \$3,230, and jury trial
27 transcripts charges of \$2,798.50.

1 12. Based upon Plaintiff's Opposition and Declaration, it is common practice generally in a case
2 to videotape the deposition of a witness, and it is the common practice specifically in this case to
3 videotape the deposition of a witness as evidenced, in part, that Defendant videotaped each of the
4 seven depositions it took.

5 13. Reporter fees for depositions of \$16,840.20, represented as reporter fees of \$15,748 and video
6 depositions of \$1,092.20, were necessarily incurred in this action

7 14. Pursuant to NRS 18.005(4), Plaintiff submitted jury fees and expenses of \$5,079.09. The fees
8 were not contested by Defendant. The Defendants did not contest the jury fees and expenses. The
9 jury fees and expenses of \$5,079.09 were necessarily incurred in this action.

10 15. Plaintiff submitted witness fees of \$48. The witness fees were not contested by Defendant.
11 Witness fees of \$48 were necessarily incurred in this action.

12 16. Pursuant to NRS 18.005(5), Plaintiff submitted expert witness fees of \$229,490.49. Those fees
13 were allocated as follows: (1) Dr. Andrew Chang for \$115,184.38; (2) Stephen Prater for \$105,355.06;
14 (3) Elliot Flood for \$6,888.55; and (4) Dr. Clark Jean for \$2,062.50. In its motion, Defendant asked
15 to re-tax costs for each expert as follows: (1) Dr. Andrew Chang from \$115,184.38 to between \$30,000
16 to \$58,184.38; (2) Stephen Prater from \$105,355.06 to \$64,104; (3) Elliott Flood from \$6,888.55 to
17 \$5,473.55; and (4) Dr. Clark Jean from \$2,062.50 to zero. In the Opposition, Plaintiff withdrew the
18 charges for Dr. Jean of \$2,062.50 and agreed to reduce the recovery of Mr. Flood's fee to \$5,473.55.

19 17. With respect to Dr. Chang, he is a well-qualified radiation oncologist who specializes in proton
20 beam therapy ("PBT"). Without Dr. Chang's testimony, Plaintiff could not have prevailed in this case.
21 His testimony involved a complicated subject matter and was necessary for Plaintiff to prevail on
22 liability, causation, and damages. Dr. Chang explained radiation oncology generally. Dr. Chang
23 testified about PBT. Dr. Chang testified about Mr. Eskew's condition, including the location of the
24 tumors that needed to be radiated. Dr. Chang explained why PBT was the best radiation treatment
25 available to Mr. Eskew and why IMRT posed a significant risk of injury to Mr. Eskew's esophagus.
26 Dr. Chang testified about how IMRT injured Mr. Eskew's esophagus, the development of chronic
27 esophagitis, and how that impacted Mr. Eskew.

1 18. In applying the relevant factors in *Frazier*, Dr. Chang's testimony was very important. There
2 is a high degree of certainty his testimony assisted the jury. While Dr. Liao also testified, Dr. Chang's
3 testimony was not repetitive of her testimony and dealt with different aspects of why PBT was
4 necessary for Mr. Eskew and the injuries he sustained from IMRT including the development of the
5 chronic esophagitis. The charges of \$115,184.38 were consistent with the work Dr. Chang performed.
6 Dr. Chang hourly rate \$750 per hour was consistent with Dr. Chang's standard rate and consistent
7 with what a doctor with his expertise would charge. Dr. Chang's fees were consistent with the amount
8 of work he did preparing his report, preparing for trial, and testifying at trial. PBT is not a therapy
9 offered in Las Vegas, so it was not practical to find an expert on PBT from Las Vegas. Dr. Kumar,
10 SHL's radiation oncologist and who, at one-time lived in Las Vegas, charged more than Dr. Chang at
11 \$800 per hour. Dr. Chang's total fee of \$115,184.38 was consistent with a case of this complexity
12 and consistent with Dr. Chang's qualifications, the complexity of his testimony, and the importance
13 of his testimony.

14 19. Pursuant to the relevant *Frazier* factors, Dr. Chang's expert witness fees of \$115,184.38 were
15 necessarily incurred in this action.

16 20. With respect to Mr. Prater, he was used as an expert in insurance claims handling practices.
17 Mr. Prater's testimony was necessary on the issue of liability for breach of the implied covenant of
18 good faith and fair dealing and implied malice and oppression for purposes of punitive damages.

19 21. In applying the *Frazier* factors, Mr. Prater's testimony was very important. Given the verdict,
20 the degree to which Mr. Prater assisted the jury was high. Mr. Prater has a high degree of expertise
21 with over 35 years of experience studying insurance claims practices, training insurance companies
22 on complying with industry standards and the duty of good faith and fair dealing, and years of
23 testifying experience. For 30 years, Mr. Prater taught insurance law as a professor of law at Santa
24 Clara University. Mr. Prater utilized his vast experience to explain insurance industry principals and
25 standards for fair claims handling. He utilized the facts of the case to assist in explaining Plaintiff's
26 theory of the case including how SHL violated industry standards and consciously disregarded Mr.
27 Eskew's rights. Mr. Prater explained complex concepts to the jury, including: (1) how a reasonable
28 insurer would interpret the insurance policy generally; (2) how SHL should have interpreted the policy

1 with respect to Mr. Eskew's claim; (3) how an insurer investigates and evaluates a claim generally;
2 (4) how SHL investigated and evaluated Mr. Eskew's claim; and (5) how SHL should have
3 investigated and evaluated Mr. Eskew's claim. Mr. Prater charged his customary fee of \$750 per hour
4 which was consistent with his background and expertise.

5 22. While Defendant seeks to reduce Mr. Prater's fees by 55 hours, Mr. Prater spent the time billed,
6 and the tasks for which he billed were necessary to the case. The charges reflect the time spent to
7 provide an extensive report, review of discovery materials, preparation for deposition, extensive
8 preparation for trial, and trial testimony.

9 23. Pursuant to the relevant *Frazier* factors, Mr. Prater's expert witness fee of \$105,355.06 were
10 necessarily incurred in this action.

11 24. With respect to Mr. Flood, he was retained as an insurance expert to testify about two aspects:
12 (1) the corporate relationship between United Health Group, Sierra Heath, Optum, ProHealth Proton
13 Center Management, New York Proton Management LLC, and UHG's management of the New York
14 Proton Center and the investment into the New York Proton Center; and (2) the Defendant's value
15 for purposes of punitive damages. At trial, Mr. Flood's testimony established the foundation to put
16 into evidence that, as early as 2015, United Health Group, through ProHealth Proton, invested into a
17 proton center in New York City, in part, to use PBT to treat lung cancer. In applying the *Frazier*
18 factors, Mr. Flood's testimony was important. He aided the jury in understanding the corporate
19 structure of United Health Group. New York Proton Center was an important part of Plaintiff's theory
20 in challenging the Defendant's position and credibility of its position that PBT for lung cancer was
21 unproven and not medically necessary.

22 25. In applying the relevant *Frazier* factors, Mr. Flood's charges to \$5,473.55 were necessarily
23 incurred in this action.

24 26. Pursuant to NRS 18.005(7), Plaintiff submitted process service fees of \$95. The process
25 service fees were not contested by Defendant. The process service fees of \$95 were necessarily
26 incurred in this action.

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1 27. Pursuant to NRS 18.005(8), Plaintiff submitted \$8,071 in costs for compensation for the
2 official reporter. Defendant does not contest those costs. The \$8,071 for compensation for the official
3 reporter were necessarily incurred in this action.

4 28. Pursuant to NRS 18.005(12), Plaintiff submitted photocopy costs of \$5,013.85 split out as
5 follows: (1) medical record copies of \$3,193.92; (2) in-house photocopies \$1,626 for 6,504 copies at
6 \$.25 per copy; (3) FedEx copy costs of \$193.93 for trial. Defendant asked to re-tax costs for the in-
7 house copy costs of \$1,626.

8 29. This case was extensively litigated, involved thousands of pages of documents, many expert
9 witnesses, many pretrial motions, hundreds of trial exhibits, and a 13-day trial. Plaintiff charged copy
10 costs only for those charges necessary to the preparation of the case. \$1,626 for 6,504 copies at \$.25
11 per copy is reasonable for a case of this size. In-house copying costs of \$1,626 were necessarily
12 incurred in this action.

13 30. The photocopy costs of \$5,013.85 were necessarily incurred in this action.

14 31. Pursuant to NRS 18.005(14), Plaintiff submitted postage charges of \$420.21 as: (1) United
15 States postage of \$49.84 and (2) Federal Express charge of \$370.34. The Defendant moved to re-tax
16 Federal Express charges of \$370.34.

17 32. Plaintiff utilized Federal Express charges for establishing the Estate of William Eskew and
18 charges for providing binders to this Court for the pre-trial hearings. Those charges were necessarily
19 incurred as postage or other reasonable expenses under NRS 18.005(17).

20 33. Postage expense of \$420.21 were necessarily incurred in this action.

21 34. Pursuant to NRS 18.005(17), Plaintiff sought miscellaneous expenses as follows: (1) legal
22 research of \$2,475.83; (2) runner services fees of \$211; (3) Tyler Technologies e-filing service fees of
23 \$170.80; (4) Focus Graphics for medical illustrations of \$7,510; (5) E-deposition trial technician fees
24 of \$25,614.80; (6) Empirical Jury for focus groups of \$20,000; (7) HOLO Discovery for trial copying
25 and Bates-stamping exhibits of \$2,970.29; (8) Nikki McCabe to read deposition designations of Dr.
26 Liao of \$831.36; and (3) pro hac vice fees of \$1,550. In its Motion, the Defendant contested the legal
27 research fees, the runner service fees, Focus Graphic charges, E-deposition trial technician fees, the
28 Empirical Jury's fee, and Ms. McCabe's charges.

35. The charges of \$170.80 for Tyler Technologies e-filing service fees, \$2,970.29 for HOLO Discovery and \$1,550 for pro hac vice fees were charges necessarily incurred in this action.

36. With respect to the legal research expenses, this was an insurance bad faith case that involved many legal issues including research to respond to the various pre-trial motions, prepare and review of jury instructions and address legal issues raised in trial. Plaintiff utilized the internal practices to assure the charges were for research were appropriately allocated to this case. The legal research charges of \$2,475.83 were necessarily incurred in this action.

37. With respect to the Focus Graphic charges, Focus Graphics, with the Plaintiff's attorneys and Dr. Chang, prepared demonstrative exhibits to assist in explaining why PBT was the best treatment for Mr. Eskew. Those demonstrative exhibits were used in Dr. Chang's testimony as well as in closing arguments. The demonstrative exhibits assisted the jury to understand Plaintiff's position that PBT was the best treatment for Mr. Eskew. Focus Graphic charges of \$4,335 to prepare the demonstrative exhibits were necessarily incurred in this action.

38. With respect to E-depositions' charges, E-depositions provided the courtroom technology to the Plaintiff during trial. Defendant asserts courtroom technology services is not a necessary expense. This case involved many trial exhibits. Courtroom technology services during trial are necessary as evidenced, in part, by the fact Defendant had its own person providing courtroom technology. The services of E-depositions were important to assist Plaintiff in presenting evidence to the jury and to assist the jury in understanding the evidence. The E-depositions charges of \$25,614.80 were necessarily incurred in this action.

39. With respect Empirical Jury, Plaintiff retained Empirical Jury to conduct focus groups. Defendant contests the charge on the basis that jury consulting services were not necessary. Based upon Plaintiff's Opposition, jury consulting services in a case of this nature were necessary, and Empirical Jury's charges of \$20,000 were necessarily incurred in this action.

40. With respect Nikki McCabe, she was retained to read deposition designations of Dr. Liao. Defendant asserts that her charges were not necessary. Dr. Liao was a critical witness for the Plaintiff. Ms. McCabe performed a necessary role in the case. Ms. McCabe's fee of \$831.36 was an amount necessarily incurred in this action.

1 **III. CONCLUSIONS OF LAW**

2 1. Pursuant to NRS 18.0202(3), the Plaintiff is the prevailing party.

3 2. Through the Memorandum of Costs, the Oppositions and Declaration, Plaintiff complied with
4 NRS 18.110(1) and provided the information necessary for this Court to determine the costs that were
5 necessarily incurred in this action.

6 3. Defendant's Motion was timely filed.

7 4. This Court grants Defendant's Motion as follows: (1) court reporter fees are reduced by
8 \$2,798.50 for jury trial transcripts and \$3,230.16 for duplicate court reporter charges; (2) expert
9 charges for Elliot Flood are reduced from \$6,888.55 to \$5,473.55; (3) charges for Dr. Clark Jean are
10 not allowed. In all other respects, Defendant's Motion is denied as the remaining costs challenged by
11 the Defendant were necessarily incurred in this action.

12 5. Pursuant to NRS 18.020, this Court awards Plaintiff's taxable costs of \$313,634.62 and
13 itemized as follows:

14 **1) Clerks' Fees**

15 Filing Fees and Charges Pursuant to NRS 19.0335 \$560.00

16 **2) Reporters' Fees for Depositions, including videography** \$16,840.20

17 **3) Juror fees and expenses** \$5,079.09

18 **4) Witness Fees**..... \$48.00

19 **5) Expert Witness Fees**..... \$226,012.99

20 **6) Process Service** \$95.00

21 **7) Compensation for the Official Reporter** \$8,071.00

22 **8) Photocopies** \$5,013.85

23 (1) Medical records copies (\$3,193.92)

24 (2) In-house photocopies 6,504 copies at \$.25 per copy (\$1,626)

25 (3) FedEx copy costs from trial (\$193.93)

26 **9) Postage/Federal Express**..... \$420.21

27 (1) Postage (\$49.87)

28 (2) Federal Express shipping charges (\$370.34)

1 **10) Other Necessary and Reasonable Expenses**

2 Legal Research \$2,475.83
3 Runner services \$211.00
4 Tyler Technologies (e-filing service fees) \$170.80
5 Trial Related, Jury Fees, and Support Services..... \$47,086.65
6 • Focus Graphics – medical illustrations (\$4,335)
7 • E-Depositions – trial technician (\$25,614.80)
8 • Empirical Jury – focus groups (\$20,100)
9 • HOLO Discovery – trial exhibits & bates stamping (\$2,970.29)
10 • Nikki McCabe – voice actress to read depo designation (\$831.36)
11 • Out-of-State Association and Pro Hac Vice Fees..... \$1,550.00
12 **TOTAL COSTS \$313,634.62**

13 DATED this _____ day of _____ 2022.

14 Dated this 8th day of June, 2022

15 

16 DISTRICT JUDGE

17 **939 71A 6FB3 9590**

Nadia Krall

District Court Judge

17 Approved as to form:

18 WEINBERG WHEELER HUDGINS
19 GUNN & DIAL LLC

19 /s/ Ryan T. Gormley

20 Ryan T. Gormley, Esq.

21 Nevada Bar No. 13494

22 6385 S. Rainbow Blvd., Ste. 400

23 Las Vegas, NV 89118

(702) 938-3838

rgormley@wwhgd.com

Attorneys for Defendants

Matt Sharp <matt@mattsharplaw.com>

RE: Eskew v. Sierra

1 message

Gormley, Ryan <RGormley@wwhgd.com>

Mon, Jun 6, 2022 at 3:07 PM

To: Matt Sharp <matt@mattsharplaw.com>, "Roberts, Lee" <LRoberts@wwhgd.com>Cc: Doug Terry <doug@dougterrylaw.com>

That is fine, you can add my e-signature on the approval as to form.

Thank you,



Ryan Gormley, Attorney

Weinberg Wheeler Hudgins Gunn & Dial

[6385 South Rainbow Blvd.](#) | [Suite 400](#) | [Las Vegas, NV](#)
89118

D: 702.938.3813 | F: 702.938.3864

www.wwhgd.com | vCard

From: Matt Sharp <matt@mattsharplaw.com>**Sent:** Monday, June 6, 2022 2:57 PM**To:** Gormley, Ryan <RGormley@wwhgd.com>; Roberts, Lee <LRoberts@wwhgd.com>**Cc:** Doug Terry <doug@dougterrylaw.com>**Subject:** Eskew v. Sierra

This Message originated outside your organization.

Ryan,

I accepted all changes but the first change. Let me know if I have your authority to submit the order.

Thanks.

Matthew Sharp

[432 Ridge St.](#)

[Reno, NV 89501](#)

matt@mattsharplaw.com

775-324-1500

Past-President Nevada Justice Association
Board of Governors American Association for Justice
Leaders Forum American Association for Justice

The information contained in this message may contain privileged client confidential information. If you have received this message in error, please delete it and any copies immediately.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 6/8/2022

16 Audra Bonney

abonney@wwhgd.com

17 Cindy Bowman

cbowman@wwhgd.com

18 D. Lee Roberts

lroberts@wwhgd.com

19 Raiza Anne Torrenueva

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20 Matthew Sharp

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21 Cristin Sharp

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22 Ryan Gormley

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23 Flor Gonzalez-Pacheco

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24 Kelly Gaez

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25 Suzy Thompson

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26 Marjan Hajimirzaee

mhajimirzaee@wwhgd.com

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Maxine Rosenberg	Mrosenberg@wwhgd.com
Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com
Thomas Dupree	TDupree@gibsondunn.com

EXHIBIT C

EXHIBIT C

A-19-788630-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 15, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

**August 15, 2022 3:00 AM Minute Order Defendant's Renewed
Motion for Judgment as a
Matter of Law**

HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022; Plaintiff's Opposition to Defendant's Renewed Motion for Judgment as a Matter of Law filed on 6/29/2022; and Defendant's Reply in Support of its Renewed Judgment as a Matter of Law filed on 7/20/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 is DENIED pursuant to M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd., 124 Nev. 901 (2008); Harrah's Las Vegas, LLC v. Muckridge, 473 P.3d 1020 (Nev. 2020); Broussard v. Hill, 100 Nev. 325 (1984); Ainsworth v. Combined Ins. Co. of Am., 104 Nev. 587 (1988); Albert v. H. Wohlers & Co. v. Bartgis, 114 Nev. 1249 (1998); Allstate Ins. Co. v. Miller, 125 Nev. 300 (2009); Guar. Nat. Ins. Co. v. Potter, 112 Nev. 199 (1996); Powers v. United Servs. Auto Ass'n, 114 Nev. 690 (1998); Century Sur. Co. v. Casino W., Inc., 130 Nev. 395 (2014); Powell v. Liberty Mut. Fire Ins. Co., 127 Nev. 156 (2011); Holcomb v. Georgia Pac., LLC, 128 Nev. 614 (2012); NRS 51.005; Countrywide Home Loans, Inc. v. Thitchener, 124 Nev. 725 (2008); Ainsworth v. Combined Ins. Co. of America, 104 Nev. 587 (1988); United Fire Ins. Co. v. McClelland, 105 Nev. 504 (1989); First

PRINT DATE: 08/15/2022

Page 1 of 2

Minutes Date: August 15, 2022

Interstate Bank v. Jafbros Auto Body, 106 Nev. 54 (1990); and Wreth v. Rowatt, 126 Nev. 446 (2010).

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings.

COURT FURTHER ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/15/22.

EXHIBIT D

EXHIBIT D

A-19-788630-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 15, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

**August 15, 2022 3:00 AM Minute Order Defendant's Motion for a
New Trial or Remittitur**

HEARD BY: Krall, Nadia **COURTROOM:** Chambers

COURT CLERK: Pharan Burchfield

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022; Plaintiff's Opposition to Defendant's Motion for a New Trial or Remittitur filed on 6/29/2022; Defendant's Reply in Support of Its Motion for a New Trial or Remittitur filed on 7/20/2022; and Defendant's Motion for Leave to File Supplemental Authority in Support of its Motion for a New Trail or Remittitur filed on 8/10/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 is DENIED pursuant to Bahena v. Goodyear Tire & Rubber Co., 126 Nev. 243 (2010); NRCP 59(a)(1)(B) & (F); Wyeth v. Rowatt, 126 Nev. 446 (2010); Bayerische Motoren Werke Aktiengesellschaft v. Roth, 127 Nev. 122 (2011); Grosjean v. Imperial Palace, 125 Nev. 349 (2009); Cox v. Copperfield, 138 Nev. Adv. Op. 27 (2022); Pizarro-Ortega v. Cervantes-Lopez, 133 Nev. 261 (2017); Lioce v. Cohen, 124 Nev. 1 (2008); Ringle v. Bruton, 120 Nev. 82 (2004); Walker v. State, 78 Nev. 463 (1962); Born v. Eisenman, 114 Nev. 854 (1998); Satackiewicz v. Nissan Motor Corp. in U.S.A., 100 Nev. 443 (1983); Guaranty Nat. Ins. Co. v. Potter, 112 Nev. 199 (1996); Automatic Merchandisers, Inc. v. Ward, 98 Nev. 282 (1982); Hernancez v. City of Salt Lake, 100 Nev. 504 (1984); Dejesus v. Flick, 116 Nev. 812 (2000); Wells, Inc.

PRINT DATE: 08/15/2022

Page 1 of 2

Minutes Date: August 15, 2022

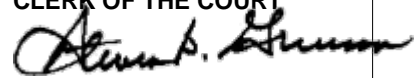
v. Shoemake, 64 Nev. 57 (1947); Nevada Independent Broadcasting Corporation v. Allen, 99 Nev. 404 (1983); Quintero v. McDonald, 116 Nev. 1181 (2000); Barmettler v. Reno, Air, Inc., 114 Nev. 441 (1998); State v. Eaton, 101 Nev. 705 (1985); Jacobson v. Manfredi, 100 Nev. 226 (1984); BMW of N. Am. Inc. v. Gore, 517 U.S. 559 (1996); State Farm Mut. Aut. Ins. Co. v. Campbell, 538 U.S. 408 (2003); TXO Prod. Corp. v. Alliance Res. Corp., 509 U.S. 443 (1993); Merrick v. Paul Revere Life Ins. Co., 594 F.Supp.2d 1168 (Nev. Dis. 2008); and Campbell v. State Farm. Mut. Auto Ins. Co., 98 P.3d 409 (Utah 2004).

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings.

COURT FURTHER ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/15/22.



1 **ASTA**
D. Lee Roberts, Jr., Esq.
2 lroberts@wwhgd.com
Nevada Bar No. 8877
3 Phillip N. Smith, Esq.
psmith@wwhgd.com
4 Nevada Bar No. 10233
Ryan T. Gormley, Esq.
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11 GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
12 Washington, DC 20036
Telephone: (202) 955-8547
13 Facsimile: (202) 530-9670

14 *Attorneys for Defendant*

15
16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**
18

19 SANDRA L. ESKEW, as special administrator
20 of the Estate of William George Eskew,

21 Plaintiff,

22 vs.

23 SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

24 Defendant.
25
26
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28

Case No.: A-19-788630-C
Dept. No.: 4

CASE APPEAL STATEMENT

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1. Name of appellant filing this case appeal statement:

Sierra Health and Life Insurance Company, Inc. (“SHL”)

2. Identify the judge issuing the decision, judgment, or order appealed from:

The Honorable Judge Nadia Krall, Department IV of the Eighth Judicial District Court of Clark County, Nevada.

3. Identify each appellant and the name and address of counsel for each appellant:

Attorneys for Sierra Health and Life Insurance Company, Inc.

D. LEE ROBERTS, JR., ESQ.
PHILLIP N. SMITH, ESQ.
RYAN T. GORMLEY, ESQ.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
(702) 938-3838

THOMAS H. DUPREE JR., ESQ.
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington D.C. 200036
(202) 955-8547

**4. Identify each respondent and the name and address of appellate counsel, if known,
for each respondent (if the name of a respondent’s appellate counsel is unknown,
indicate as much and provide the name and address of that respondent’s trial
counsel):**

Attorneys for Sandra L. Eskew, as Special Administrator of the Estate of William George Eskew

MATTHEW L. SHARP., ESQ.
MATTHEW L. SHARP, LTD
432 Ridge St.
Reno, Nevada 89501
(775) 324-1500

DOUGLAS A. TERRY, ESQ.
DOUG TERRY LAW, PLLC
200 E. 10th St. Plaza, Ste. 200

1 Edmond, OK 73013
2 (405) 463-6362

3 DEEPAK GUPTA, ESQ.
4 MATTHEW W.H. WESSLER, ESQ.
5 GUPTA WESSLER PLLC
6 2001 K St., N.W., Ste. 850 North
7 Washington, DC 20006
8 (202) 888-1741

9 **5. Indicate whether any attorney identified above in response to question 3 or 4 is not**
10 **licensed to practice law in Nevada and, if so, whether the district court granted that**
11 **attorney permission to appear under SCR 42 (attach a copy of any district court order**
12 **granting such permission):**

13 Thomas H. Dupree, Jr., Douglas A. Terry, Deepak Gupta, and Matthew W.H. Wessler are not
14 licensed to practice law in Nevada. The orders granting them permission to appear are attached
15 as Exhibit A.

16 **6. Indicate whether appellant was represented by appointed or retained counsel in the**
17 **district court:**

18 Retained counsel.

19 **7. Indicate whether appellant is represented by appointed or retained counsel on**
20 **appeal:**

21 Retained counsel.

22 **8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the**
23 **date of entry of the district court order granting such leave:**

24 Appellant was not granted leave to proceed in forma pauperis.

25 **9. Indicate the date the proceeding commenced in the district court (e.g., date complaint,**
26 **indictment, information, or petition was filed):**

27 Complaint and Jury Demand filed February 1, 2019.
28

1 **10. Provide a brief description of the nature of the action and result in the district court,**
2 **including the type of document or order being appealed and the relief granted by the**
3 **district court:**

4 Plaintiff challenged SHL's denial of insurance coverage for proton beam therapy. The jury
5 returned a verdict in Plaintiff's favor and awarded compensatory and punitive damages.
6 Defendant appeals from all orders and rulings, including the judgment on the jury verdict, the
7 order denying its Motion to Retax Costs, and the orders denying post-trial relief.
8

9 **11. Indicate whether the case has previously been the subject of an appeal to or original**
10 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court**
11 **docket number of the prior proceeding:**

12 This case has not previously been the subject of an appeal or original writ proceeding in the
13 Supreme Court.

14 **12. Indicate whether the appeal involves child custody or visitation:**

15 This case does not involve child custody or visitation.

16 **13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:**

17 SHL has always been willing to consider settlement on reasonable terms.
18

19 DATED: September 14, 2022.

20 /s/ Ryan T. Gormley
21 D. Lee Roberts, Jr., Esq.
22 Phillip N. Smith, Esq.
23 Ryan T. Gormley, Esq.
24 WEINBERG, WHEELER, HUDGINS,
25 GUNN & DIAL, LLC
26 6385 South Rainbow Blvd., Suite 400
27 Las Vegas, Nevada 89118

28 Thomas H. Dupree Jr., Esq.
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington, DC 20036

Attorneys for Defendant

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on September 14, 2022 a true and correct copy of the foregoing **CASE**
3 **APPEAL STATEMENT** was electronically filed and served on counsel through the Court's
4 electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the
5 electronic mail addresses noted below, unless service by another method is stated or noted:

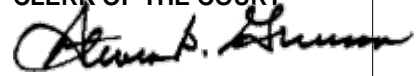
6 Matthew L. Sharp, Esq.
7 matt@mattsharpplaw.com
8 MATTHEW L. SHARP, LTD.
432 Ridge St.
Reno, NV 89501

9 Douglas A. Terry, Esq.
10 doug@dougterrylaw.com
DOUG TERRY LAW, PLLC
200 E. 10th St. Plaza, Suite 200
11 Edmond, OK 73018
Attorneys for Plaintiffs
12 Sandra L. Eskew, Tyler Eskew and
William G. Eskew, Jr.
13

14 /s/ Cynthia S. Bowman
15 An employee of WEINBERG, WHEELER,
16 HUDGINS, GUNN & DIAL, LLC
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EXHIBIT A

EXHIBIT A



NEOJ

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lroberts@wwhgd.com

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Phillip N. Smith, Esq.

psmith@wwhgd.com

Nevada Bar No. 10233

Ryan T. Gormley, Esq.

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Thomas H. Dupree, Jr., Esq.

Pro Hac Vice Pending

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Washington, DC 20036

Telephone: (202) 955-8547

Facsimile: (202) 530-9670

Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

SANDRA L. ESKEW, as special administrator
of the Estate of William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No.: A-19-788630-C
Dept. No.: 4

**NOTICE OF ENTRY OF ORDER
ADMITTING TO PRACTICE THOMAS
H. DUPREE, JR., ESQ.**

///





1 PLEASE TAKE NOTICE that an Order Admitting to Practice Thomas H. Dupree, Jr.,
2 Esq. was filed July 12, 2022, in the above-captioned matter.

3 A copy of the Order is attached hereto.

4
5 Dated this 14th day of July, 2022.

6
7 /s/ Ryan T. Gormley

8 D. Lee Roberts, Jr., Esq.

9 Phillip N. Smith, Esq.

10 Ryan T. Gormley, Esq.

11 6385 South Rainbow Blvd., Suite 400

12 Las Vegas, Nevada 89118

13
14 *Attorneys for Defendant*
15
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CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July, 2022, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER ADMITTING TO PRACTICE THOMAS H. DUPREE, JR., ESQ.** was electronically filed and 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:

Matthew L. Sharp, Esq.
matt@mattsharplaw.com
MATTHEW L. SHARP, LTD.
432 Ridge St.
Reno, NV 89501

Douglas A. Terry, Esq.
doug@dougterrylaw.com
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200 E. 10th St. Plaza, Suite 200
Edmond, OK 73018
Attorneys for Plaintiffs
Sandra L. Eskew, Tyler Eskew and
William G. Eskew, Jr.

/s/ Julie Richards

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

Heather S. Smith
CLERK OF THE COURT

WEINBERG WHEELER
HUDGINS GUNN & DIAL



ORDR

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Nevada Bar No. 8877

Phillip N. Smith, Esq.

psmith@wwhgd.com

Nevada Bar No. 10233

Ryan T. Gormley, Esq.

rgormley@wwhgd.com

Nevada Bar No. 13494

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

6385 South Rainbow Blvd., Suite 400

Las Vegas, Nevada 89118

Telephone: (702) 938-3838

Facsimile: (702) 938-3864

Thomas H. Dupree, Jr., Esq.

Pro Hac Vice Pending

tdupree@gibsondunn.com

GIBSON, DUNN & CRUTCHER LLP

1050 Connecticut Avenue, N.W.

Washington, DC 20036

Telephone: (202) 955-8547

Facsimile: (202) 530-9670

Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

SANDRA L. ESKEW, as special administrator
of the Estate of William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No.: A-19-788630-C

Dept. No.: 4

**ORDER ADMITTING TO PRACTICE:
THOMAS H. DUPREE, JR., ESQ.**

Thomas H. Dupree, Jr., Esq. of the law firm of GIBSON, DUNN & CRUTCHER, LLP having
filed a Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a
Verified Application for Association of Counsel, "Certificate of Good Standing"; and the State



Bar of Nevada Statement; said application having been noticed, the Court having considered this matter, and the Court being fully apprised in the premises, and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said application is granted and Thomas H. Dupree, Jr., Esq. is hereby admitted to practice in the above-entitled Court for the purposes for the above-entitled matter only.

Dated this 12th day of July, 2022

DISTRICT COURT JUDGE
18A OCC C628 A9AA
Nadia Krall
District Court Judge

Respectfully Submitted By:

/s/ Ryan T. Gormley

D. Lee Roberts, Jr., Esq.

Phillip N. Smith, Esq.

Ryan T. Gormley, Esq.

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118

Attorneys for Defendant

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/12/2022

15 Audra Bonney

abonney@wwhgd.com

16 Cindy Bowman

cbowman@wwhgd.com

17 D. Lee Roberts

lroberts@wwhgd.com

18 Raiza Anne Torrenueva

rtorrenueva@wwhgd.com

19 Matthew Sharp

matt@mattsharplaw.com

20 Cristin Sharp

cristin@mattsharplaw.com

21 Thomas Dupree

TDupree@gibsondunn.com

22 Ryan Gormley

rgormley@wwhgd.com

23 Flor Gonzalez-Pacheco

FGonzalez-Pacheco@wwhgd.com

24 Kelly Gaez

kgaez@wwhgd.com

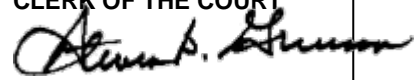
25 Suzy Thompson

suzy@mattsharplaw.com

26
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28

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Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
Maxine Rosenberg	Mrosenberg@wwhgd.com
Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com



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Doug Terry, Esq.
Admitted PHV
DOUG TERRY LAW, PLLC.
200 E. 10th St. Plaza, Ste. 200
Edmond, OK 73013
(405) 463-6362
doug@dougterrylaw.com

Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

NOTICE OF ENTRY OF ORDER ADMITTING DEEPAK GUPTA TO PRACTICE

PLEASE TAKE NOTICE that an Order Admitting Deepak Gupta to Practice was filed on
August 14, 2022, in the above-captioned matter.

///

///

///

///

1 A copy of the Order is attached hereto.

2 DATED this 15th day of August 2022.

3 MATTHEW L. SHARP, LTD.

4
5
6 /s/ Matthew L. Sharp
7 MATTHEW L. SHARP, ESQ.
8 Nevada Bar No. 4746
9 432 Ridge Street
10 Reno NV 89501
11 (775) 324-1500
12 matt@mattsharplaw.com
13 *Attorneys for Plaintiffs*
14
15
16
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Matthew L. Sharp, Ltd., and that on this date, a true
3 and correct copy of the foregoing was electronically filed and served on counsel through the Court's
4 electronic service system pursuant to Administrative Order 14-2 and NEFCR 9, via the electronic mail
5 address noted below:

6 D. Lee Roberts, Jr. Esq.; lroberts@wwhgd.com
7 Marjan Hajimirzaee, Esq.; mhajimirzaee@wwhgd.com
8 Ryan T. Gormley, Esq.; rgormley@wwhgd.com
9 WEINBERG WHEELER HUDGINS GUNN & DIAL LLC
6385 S. Rainbow Blvd., Ste. 400
Las Vegas, NV 89118
10 *Attorneys for Defendants*

11 DATED this 15th day of August 2022.

12 /s/ Suzy Thompson
13 An employee of Matthew L. Sharp, Ltd.
14
15
16
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ORAP
MATTHEW L. SHARP, ESQ.
Nevada State Bar #4746
Matthew L. Sharp, Ltd.
432 Ridge St.
Reno, NV 89501
(775)324-1500
matt@mattsharpplaw.com

Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA L. ESKEW, individually and
as Special Administrator of the Estate
of William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

ORDER ADMITTING TO PRACTICE

Deepak Gupta of the law of firm of Gupta Wessler PLLC, having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, Certificate of Good Standing for the District of Columbia, and the State Bar of Nevada Statement; said application having been served on all parties herein and no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby,

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1 ORDERED, that said application is granted, and Deepak Gupta is hereby admitted to
2 practice in the above entitled Court for the purposes of the above-entitled matter only.

3 DATED this _____ day of _____ 2022.

5 Dated this 14th day of August, 2022

6 
DISTRICT COURT JUDGE

7 Submitted by:

1C9 EA8 3EC9 F2EF
Nadia Krall
District Court Judge

8
9 /s/ Matthew L. Sharp
Matthew L. Sharp, Esq.
Nevada State Bar #4746
Matthew L. Sharp, Ltd.
432 Ridge St.
Reno, NV 89501
12 (775) 324-1500
Attorney for Plaintiff

14 Approved as to form and content:

15 **Weinberg Wheeler Hudgins Gunn & Dial**

16
17 /s/ Ryan Gormley
Ryan Gormley, Esq.
6385 South Rainbow Blvd., Suite 400
18 Las Vegas, NV 89118
Attorneys for Defendant

From: [Matt Sharp](#)
To: [Cristin Sharp](#)
Subject: Fwd: Eskew v. SHL
Date: Friday, August 12, 2022 1:59:43 PM
Attachments: [E-sig2022-01_642bd6e0-6f01-49b8-be78-d1edb92d0223.png](#)

Matthew L. Sharp
432 Ridge St
Reno, NV 89501
Matt@mattsharplaw.com
775-324-1500

Begin forwarded message:

From: "Gormley, Ryan" <RGormley@wwhgd.com>
Date: August 11, 2022 at 10:59:57 PM PDT
To: Matt Sharp <Matt@mattsharplaw.com>
Subject: RE: Eskew v. SHL

Yes, both orders are fine by me.

Thank you,



Ryan Gormley, Attorney

Weinberg Wheeler Hudgins Gunn & Dial

6385 South Rainbow Blvd. | Suite 400 | Las Vegas, NV 89118

D: 702.938.3813 | F: 702.938.3864

www.wwhgd.com | vCard

From: Matt Sharp <matt@mattsharplaw.com>
Sent: Wednesday, August 10, 2022 4:30 PM
To: Gormley, Ryan <RGormley@wwhgd.com>

Subject: Eskew v. SHL

This Message originated outside your organization.

Ryan,

Here are the orders Deepak Gupta and Matt Wessler.

Let me know if we can use your e-signature.

Matt Sharp

The information contained in this message may contain privileged client confidential information. If you have received this message in error, please delete it and any copies immediately.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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19 Matthew Sharp

matt@mattsharplaw.com

20 Cristin Sharp

cristin@mattsharplaw.com

21 Thomas Dupree

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22 Ryan Gormley

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23 Flor Gonzalez-Pacheco

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24 Kelly Gaez

kgaez@wwhgd.com

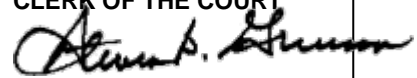
25 Suzy Thompson

suzy@mattsharplaw.com

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Maxine Rosenberg	Mrosenberg@wwhgd.com
Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com



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Doug Terry, Esq.
Admitted PHV
DOUG TERRY LAW, PLLC.
200 E. 10th St. Plaza, Ste. 200
Edmond, OK 73013
(405) 463-6362
doug@dougterrylaw.com

Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

NOTICE OF ENTRY OF ORDER ADMITTING MATTHEW W.H. WESSLER
TO PRACTICE

PLEASE TAKE NOTICE that an Order Admitting Matthew W.H. Wessler to Practice was filed
on August 14, 2022, in the above-captioned matter.

///

///

///

1 A copy of the Order is attached hereto.

2 DATED this 15th day of August 2022.

3 MATTHEW L. SHARP, LTD.

4
5
6 /s/ Matthew L. Sharp
7 MATTHEW L. SHARP, ESQ.
8 Nevada Bar No. 4746
9 432 Ridge Street
10 Reno NV 89501
11 (775) 324-1500
12 matt@mattsharplaw.com
13 *Attorneys for Plaintiffs*
14
15
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ORAP
MATTHEW L. SHARP, ESQ.
Nevada State Bar #4746
Matthew L. Sharp, Ltd.
432 Ridge St.
Reno, NV 89501
(775)324-1500
matt@mattsharpplaw.com

Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA L. ESKEW, individually and
as Special Administrator of the Estate
of William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

ORDER ADMITTING TO PRACTICE

Matthew W.H. Wessler of the law of firm of Gupta Wessler PLLC, having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, Certificates of Good Standing for the District of Columbia and the State of Massachusetts, and the State Bar of Nevada Statement; said application having been served on all parties herein and no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby,

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///

1 ORDERED, that said application is granted, and Matthew W.H. Wessler is hereby
2 admitted to practice in the above entitled Court for the purposes of the above-entitled matter
3 only.

4 DATED this _____ day of _____ 2022.

5
6 Dated this 14th day of August, 2022



7
8 DISTRICT COURT JUDGE

29A 77E DA37 2D20

Nadia Krall

District Court Judge

Submitted by:

9
10 _____ /s/ Matthew L. Sharp

Matthew L. Sharp, Esq.

Nevada State Bar #4746

Matthew L. Sharp, Ltd.

432 Ridge St.

Reno, NV 89501

(775) 324-1500

Attorney for Plaintiff

14
15 Approved as to form and content:

16 **Weinberg Wheeler Hudgins Gunn & Dial**

17
18 _____ /s/ Ryan Gormley

Ryan Gormley, Esq.

6385 South Rainbow Blvd., Suite 400

Las Vegas, NV 89118

Attorneys for Defendant

From: [Matt Sharp](#)
To: [Cristin Sharp](#)
Subject: Fwd: Eskew v. SHL
Date: Friday, August 12, 2022 1:59:43 PM
Attachments: [E-sig2022-01_642bd6e0-6f01-49b8-be78-d1edb92d0223.png](#)

Matthew L. Sharp
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Matt@mattsharplaw.com
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Date: August 11, 2022 at 10:59:57 PM PDT
To: Matt Sharp <Matt@mattsharplaw.com>
Subject: RE: Eskew v. SHL

Yes, both orders are fine by me.

Thank you,



Ryan Gormley, Attorney

Weinberg Wheeler Hudgins Gunn & Dial

6385 South Rainbow Blvd. | Suite 400 | Las Vegas, NV 89118

D: 702.938.3813 | F: 702.938.3864

www.wwhgd.com | vCard

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Subject: Eskew v. SHL

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Ryan,

Here are the orders Deepak Gupta and Matt Wessler.

Let me know if we can use your e-signature.

Matt Sharp

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

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18 Raiza Anne Torrenueva

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20 Cristin Sharp

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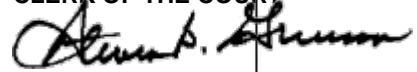
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Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com



ORAP
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Nevada State Bar #4746
Matthew L. Sharp, Ltd.
432 Ridge St.
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(775)324-1500
matt@mattsharplaw.com

Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

SANDRA L. ESKEW, individually and
as Special Administrator of the Estate
of William George Eskew; TYLER
ESKEW; and WILLIAM G. ESKEW, JR.;

Case No. A-19-788630-C

Dept. No. 1

Plaintiffs,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.; and DOES I through XXX,
inclusive,

Defendants.

ORDER ADMITTING TO PRACTICE

Douglas A. Terry, Esq. having filed his Motion to Associate Counsel under Nevada Supreme Court Rule 42, together with a Verified Application for Association of Counsel, Certificates of Good Standing for the States of Oklahoma and Arkansas, and the State Bar of Nevada Statement; said application having been served on all parties herein and no objections having been made, and the Court being fully apprised in the premises, and good cause appearing, it is hereby

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1 ORDERED, that said application is hereby granted, and Douglas A. Terry, Esq. is
2 hereby admitted to practice in the above entitled Court for the purposes of the above-entitled
3 matter only.

4 DATED this 30 day of Aug 2019.

6 
7 _____
DISTRICT JUDGE
8 

8 Submitted by:

9
10 /s/ Matthew L. Sharp
11 Matthew L. Sharp, Esq.
12 Nevada State Bar #4746
13 Matthew L. Sharp, Ltd.
14 432 Ridge St.
15 Reno, NV 89501
16 (775) 324-1500
17 Attorney for Plaintiff
18
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CASE SUMMARY**CASE NO. A-19-788630-C****Sandra Eskew, Plaintiff(s)****vs.****Sierra Health and Life Insurance Company Inc, Defendant
(s)**§
§
§
§
§Location: **Department 4**
Judicial Officer: **Krall, Nadia**
Filed on: **02/01/2019**
Case Number History:
Cross-Reference Case Number: **A788630****CASE INFORMATION****Statistical Closures**

04/06/2022 Verdict Reached

Case Type: **Insurance Tort**Case Status: **04/06/2022 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**Case Number A-19-788630-C
Court Department 4
Date Assigned 01/19/2021
Judicial Officer Krall, Nadia**PARTY INFORMATION****Plaintiff****Eskew, Sandra L***Lead Attorneys***Sharp, Matthew L.**
Retained
7023226636(W)**Eskew, Tyler**Removed: 01/18/2022
Dismissed**Eskew, William G, Jr.**Removed: 01/18/2022
Dismissed**Estate of William George Eskew**Removed: 05/19/2022
Dismissed**Defendant****Sierra Health and Life Insurance Company Inc****Gormley, Ryan**
Retained
702-938-3838(W)**United Healthcare, Inc**Removed: 05/19/2022
Dismissed**Special
Administrator****Eskew, Sandra L****Sharp, Matthew L.**
Retained
7023226636(W)**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

02/01/2019
















Complaint With Jury Demand

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[1] Complaint and Jury Demand













CASE SUMMARY

CASE NO. A-19-788630-C

02/01/2019	 Summons Electronically Issued - Service Pending Party: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[2] Summons</i>
02/01/2019	 Initial Appearance Fee Disclosure Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[3] Initial Appearance Fee Disclosure</i>
04/11/2019	 Summons Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[4] Summons - Returned Service on Defendant Sierra Health and Life Insurance Company, Inc. - Served April 9, 2019</i>
04/16/2019	 Request Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[5] Request for Exemption from Arbitration</i>
05/10/2019	 Initial Appearance Fee Disclosure Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[6] Initial Appearance Fee Disclosure</i>
05/10/2019	 Peremptory Challenge Filed by: Defendant Sierra Health and Life Insurance Company Inc <i>[7] Peremptory Challenge of Judge</i>
05/10/2019	 Motion to Dismiss Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[8] Defendant SHL's Motion to Dismiss for Failure to State a Claim</i>
05/13/2019	 Clerk's Notice of Hearing <i>[9] Notice of Hearing</i>
05/13/2019	 Notice of Department Reassignment <i>[10] Notice of Department Reassignment</i>
05/24/2019	 Opposition to Motion to Dismiss Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[11] OPPOSITION TO DEFENDANT SHL S MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM</i>
06/11/2019	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[12] Reply in Support of Defendant SHL's Motion to Dismiss for Failure to State a Claim</i>
06/13/2019	 Motion to Associate Counsel Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[13] Motion to Associate Counsel - Douglas A. Terry, Esq.</i>
06/24/2019	 Notice of Non Opposition

CASE SUMMARY

CASE NO. A-19-788630-C

	<p>Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[14] Notice of Non-Opposition to Plaintiff's Motion to Associate Counsel</i></p>
07/14/2019	<p> Motion to Associate Counsel Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[15] Motion to Associate Counsel (Douglas Terry)</i></p>
07/15/2019	<p> Clerk's Notice of Hearing <i>[16] Notice of Hearing</i></p>
07/15/2019	<p> Amended Complaint Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[17] First Amended Complaint and Jury Demand</i></p>
07/23/2019	<p> Order Denying Motion Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[18] Order Denying and Granting in Part Defendant SHL's Motion to Dismiss for Failure to State a Claim</i></p>
07/23/2019	<p> Summons Electronically Issued - Service Pending Party: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[19] Summons- Civil</i></p>
07/29/2019	<p> Answer to Amended Complaint Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[20] Answer to First Amended Complaint</i></p>
07/29/2019	<p> Initial Appearance Fee Disclosure Filed By: Defendant United Healthcare, Inc <i>[21] Initial Appearance fee Disclosure (NRS Chapter 19)</i></p>
08/01/2019	<p> Summons Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[22] Summons - Returned Served on Defendant United Healthcare, Inc.</i></p>
08/22/2019	<p> ADR - Action Required <i>[23] ADR-Action Required-Code</i></p>
08/22/2019	<p> Request for Exemption From Arbitration Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[24] Request for Exemption from Arbitration</i></p>
08/27/2019	<p> Opposition to Request for Exemption Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[25]</i></p>
09/05/2019	<p> Order Admitting to Practice</p>

CASE SUMMARY

CASE NO. A-19-788630-C

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[26] Order Admitting to Practice - Douglas A. Terry, Esq. for Plaintiffs

09/06/2019



Commissioners Decision on Request for Exemption - Granted
[27] Commissioner's Decision on Request for Exemption - GRANTED

09/27/2019



Joint Case Conference Report
 Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[28] Joint Case Conference Report

10/02/2019



Notice to Appear for Discovery Conference
[29] Order to Appear for Mandatory Discovery Conference

10/17/2019



Notice of Rescheduling
[30] Notice of Rescheduling of Time of Hearing

11/01/2019



Scheduling and Trial Order
[31] Scheduling Order and Order Setting Civil Jury Trial and Calendar Call

01/28/2020



Application
 Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[32] Application to Issue Commission to Serve Subpoena Outside the State of Nevada

01/28/2020



Commission Issued
 Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[33] Commission to Serve Subpoena Outside the State of Nevada

06/17/2020



Stipulated Protective Order
 Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[34] Stipulation and Qualified Protective Order

06/18/2020



Notice of Entry of Order
 Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[35] Notice of Entry of Stipulated Qualified Protective Order

06/26/2020



Stipulation and Order to Extend Discovery Deadlines
[36] Stipulation and Order to Extend Discovery

06/29/2020



Notice of Entry of Stipulation and Order
 Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[37] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (First Request)

09/30/2020



Stipulation to Extend Discovery
 Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc
[38] Stipulation and Order for Extension of Time to Complete Discovery (Second Request)












CASE SUMMARY

CASE NO. A-19-788630-C

10/01/2020	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[39] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Second Request)</i>
01/04/2021	Case Reassigned to Department 21 <i>Judicial Reassignment to Judge Tara Clark Newberry</i>
01/14/2021	 Peremptory Challenge Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[40] Peremptory Challenge of Judge</i>
01/19/2021	 Notice of Department Reassignment <i>[41] Notice of Department Reassignment</i>
01/25/2021	 Stipulation and Order to Extend Discovery Deadlines Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[42] Stipulation and Order for Extension of Time to Complete Discovery (Third Request) (03194037x9C8C6)</i>
01/27/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[43] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Third Request)</i>
02/08/2021	 Order <i>[44] Amended Order Setting Civil Jury Trial and Calendar Call</i>
03/15/2021	 Stipulation and Order to Extend Discovery Deadlines Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[45] Stipulation and Order for Extension of Time to Complete Discovery (Fourth Request)</i>
03/16/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[46] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Fourth Request)</i>
04/13/2021	 Application for Issuance of Commission to Take Deposition Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[47] Application to Issue Commission to Serve Subpoena Outside the State of Nevada</i>
04/13/2021	 Commission Issued Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[48] Commission to Serve Subpoena Outside the State of Nevada</i>
06/16/2021	 Stipulation to Extend Discovery Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc












CASE SUMMARY

CASE NO. A-19-788630-C

	<i>[49] Stipulation and Order for Extension of Time to Complete Discovery (Fifth Request)</i>
06/18/2021	 Notice of Entry of Stipulation and Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[50] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Fifth Request)</i>
07/20/2021	 Stipulation to Extend Discovery Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[51] Stipulation and Order for Extension of Time to Complete Discovery (Sixth Request)</i>
07/21/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[52] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Sixth Request)</i>
08/17/2021	 Stipulation to Extend Discovery Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[53] Stipulation and Order for Extension of Time to Complete Discovery (Seventh Request) and Continue Trial Date (First Request)</i>
08/25/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[54] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Seventh Request) and Continue Trial Date (First Request)</i>
08/30/2021	 Order Shortening Time Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[55] Joint Motion for Rule 16 Conference on Order Shortening Time (Hearing Requested)</i>
08/30/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[56] Notice of Entry of Order Shortening Time Re: Joint Motion for Rule 16 Conference</i>
09/01/2021	 Application Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[57] Application to Issue Commission to Serve Subpoena Outside the State of Nevada</i>
09/01/2021	 Commission Issued Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[59] Commission to Serve Subpoena Outside the State of Nevada</i>
09/02/2021	 Amended Order Setting Jury Trial <i>[58] Amended Order Setting Civil Jury Trial and Calendar Call</i>
09/13/2021	 Stipulation to Extend Discovery Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United

CASE SUMMARY

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	Healthcare, Inc <i>[60] Stipulation and Order for Extension of Time to Complete Discovery (Eighth Request)</i>
09/14/2021	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[61] Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (Eighth Request)</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[62] Motion in Limine # 1 Re: Evidence of Appeal</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[63] Motion in Limine #2 Re: Evidence of the Proton Beam Therapy Policy</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[64] Motion in Limine # 3 Re: Evidence Not Relied Upon By Uhc at the Time of the Subject Claim Denial</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[65] Motion in Limine #4 Re: Expert Testimony of Dr. Gary M. Owens</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[66] Motion in Limine #5 Re: Expert Testimony of Dr. Amitabh Chandra</i>
12/29/2021	 Motion in Limine Filed By: Special Administrator Eskew, Sandra L <i>[67] Motion in Limine #6 Re: Expert Testimony of Dr. Parvesh Kumar</i>
12/29/2021	 Motion for Sanctions Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[68] Motion for Sanctions</i>
12/29/2021	 Declaration Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[69] Declaration of Matthew L. Sharp in Support of Motion for Sanctions</i>
12/29/2021	 Appendix Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[70] APPENDIX OF EXHIBITS (VOLUME I) TO THE DECLARATION OF MATTHEW L. SHARP IN SUPPORT OF PLAINTIFFS' MOTION FOR SANCTIONS</i>
12/29/2021	 Appendix Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[71] APPENDIX OF EXHIBITS (VOLUME II) TO THE DECLARATION OF MATTHEW L. SHARP IN SUPPORT OF PLAINTIFF S MOTION FOR SANCTIONS</i>

CASE SUMMARY

CASE NO. A-19-788630-C

12/29/2021	 Temporary Seal Pending Court Approval Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[72] Motion to Seal Exhibits 18 and 19 to Plaintiff's Motion for Sanctions</i>
12/29/2021	 Motion for Partial Summary Judgment Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[73] Motion for Partial Summary Judgment</i>
12/29/2021	 Declaration Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[74] Declaration of Matthew L. Sharp in Support of Plaintiffs Motion for Partial Summary Judgment</i>
12/29/2021	 Appendix Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[75] APPENDIX OF EXHIBITS TO THE DECLARATION OF MATTHEW L. SHARP IN SUPPORT OF PLAINTIFF S MOTION FOR SUMMARY JUDGMENT</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[76] Errata to Motion for Sanctions</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[77] Errata to Motion for Partial Summary Judgment</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr. <i>[78] Errata to Motion in Limine # 1 RE: Evidence of Appeal</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[79] Errata to Motion in Limine #2 Re: Evidence of the Proton Beam Therapy Policy</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[80] Errata to Motion in Limine #3 RE: Evidence Not Relied Upon by UHC at the Time of the Subject Claim Denial</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew <i>[81] Errata to Motion in Limine #4 RE: Expert Testimony of Dr. Gary M. Owens</i>
12/29/2021	 Errata Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

CASE SUMMARY

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[82] Errata to Motion in Limine #5 RE: Expert Testimony of Dr. Amitabh Chandra

12/29/2021



Errata

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[83] Errata to Motion in Limine #6 RE: Expert Testimony of Dr. Parvesh Kumar

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[84] Defendants' Motion in Limine No. 1: Limit the Testimony of Plaintiffs' "Bad Faith" Expert Stephen D. Prater

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[85] Defendants' Motion in Limine No. 2: Exclude Evidence, Argument, and/or Testimony Relating to the Financial Condition of Non-Party UnitedHealth Group Incorporated

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[86] Defendants' Motion in Limine No. 3: Exclude Evidence, Argument, and/or Testimony Relating to Pre-Contract Communications Concerning Coverage

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[87] Defendants' Motion in Limine No. 4: Exclude Evidence, Argument, and/or Testimony Relating to the Preparation of the Deinal Letter

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[88] Defendants' Motion in Limine No. 5: Exclude Evidence, Argument, and/or Testimony Relating to Opinions from Judge Scola

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[89] Defendants' Motion in Limine No. 6: Exclude Evidence, Argument, and/or Testimony Relating to the New York Proton Center

12/29/2021



Clerk's Notice of Hearing

[90] Notice of Hearing

12/29/2021



Clerk's Notice of Hearing

[91] Notice of Hearing

12/29/2021



Clerk's Notice of Hearing

[92] Notice of Hearing

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[93] Defendants' Motion in Limine No. 7: Exclude Certain Photos

CASE SUMMARY

CASE NO. A-19-788630-C

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[94] Defendants' Motion in Limine No. 8: Preclude Argument or Questioning Relating to Comparing Testimony Preparation Time With Prior Authorization Review Time

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[95] Defendants' Motion in Limine No. 9: Exclude Evidence, Argument, and/or Testimony Relating to Generalized Patient Numbers or Studies

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[96] Defendants' Motion in Limine No.10: Exclude Evidence, Argument, and/or Testimony Relating to Medicare Coverage

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[97] Defendants' Motion in Limine No. 11: Exclude Evidence, Argument, and/or Testimony Relating to Unqualified Opinions Regarding Medical Causation

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[98] Defendants' Motion in Limine No. 12: Exclude Testimony From Dr. Liao Regarding Matters Outside the Course and Scope of Her Treatment of Mr. Eskew

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[99] Defendants' Motion in Limine No. 13: Exclude Evidence, Argument, and/or Testimony Relating to Questioning Attempting to Alter the Scope of the Jury's Inquiry

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[100] Defendants' Motion in Limine No. 14: Exclude Evidence, Argument, and/or Testimony Relating to Inflammatory Questioning Regarding Personal Opinions

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[101] Defendants' Motion in Limine No. 15: Exclude Evidence, Argument, and/or Testimony Relating to Hypothetical Questioning, Regarding What Would Be Fairer

12/29/2021



Motion in Limine

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[102] Defendants' Motion in Limine No. 16: Exclude Evidence, Argument, and/or Testimony Relating to Misleading Questioning Regarding the Nature of Insurance and Personal Experience With Insurance











12/29/2021



Motion in Limine

CASE SUMMARY

CASE NO. A-19-788630-C

	<p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[103] Defendants' Motion in Limine No. 17: Exclude Evidence, Argument and/or Testimony Relating to Litigation Conduct</i></p>
12/29/2021	<p> Motion in Limine</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[104] Defendants' Motion in Limine No. 18: Exclude Evidence, Argument, and/or Testimony Relating to Other Cases</i></p>
12/29/2021	<p> Motion in Limine</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[105] Defendants' Motion in Limine No. 19: Exclude Evidence, Argument, and/or Testimony Relating to "Finally Day In Court" Assertions</i></p>
12/29/2021	<p> Motion in Limine</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[106] Defendants' Motion in Limine No. 20: Exclude Evidence, Argument, and/or Testimony Relating to Need for Industry Change Assertions</i></p>
12/29/2021	<p> Motion in Limine</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[107] Defendants' Motion in Limine No. 21: Preclude Improper and Inflammatory "Reptile" tactics and Arguments</i></p>
12/29/2021	<p> Motion for Summary Judgment</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[108] Defendants Motion for Summary Judgment Re: Claims</i></p>
12/29/2021	<p> Motion for Partial Summary Judgment</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[109] Defendants Motion for Partial Summary Judgment Re: UHC</i></p>
12/29/2021	<p> Motion for Partial Summary Judgment</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[110] Defendants Motion for Partial Summary Judgment Re: Damages</i></p>
12/29/2021	<p> Appendix</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[111] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 1</i></p>
12/29/2021	<p> Appendix</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[112] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 2</i></p>
12/29/2021	<p> Appendix</p>

CASE SUMMARY

CASE NO. A-19-788630-C

	<p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[113] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 3</i></p>
12/29/2021	<p> Appendix</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[114] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 4</i></p>
12/29/2021	<p> Appendix</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[115] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 5</i></p>
12/29/2021	<p> Appendix</p> <p>Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc</p> <p><i>[116] Appendix of Exhibits in Support of Defendants Motions for Summary Judgment and Partial Summary Judgment Volume 6</i></p>
12/30/2021	<p> Clerk's Notice of Hearing</p> <p><i>[117] Notice of Hearing</i></p>
12/30/2021	<p> Clerk's Notice of Hearing</p> <p><i>[118] Notice of Hearing</i></p>
12/30/2021	<p> Clerk's Notice of Hearing</p> <p><i>[119] Notice of Hearing</i></p>
12/30/2021	<p> Clerk's Notice of Hearing</p> <p><i>[120] Notice of Hearing</i></p>
12/30/2021	<p> Clerk's Notice of Nonconforming Document</p> <p><i>[121] Clerk's Notice of Nonconforming Document</i></p>
12/30/2021	<p> Clerk's Notice of Nonconforming Document</p> <p><i>[122] Clerk's Notice of Nonconforming Document</i></p>
12/30/2021	<p> Clerk's Notice of Nonconforming Document</p> <p><i>[123] Clerk's Notice of Nonconforming Document</i></p>
01/04/2022	<p> Clerk's Notice of Hearing</p> <p><i>[124] Notice of Hearing</i></p>
01/04/2022	<p> Clerk's Notice of Hearing</p> <p><i>[125] Notice of Hearing</i></p>
01/04/2022	<p> Clerk's Notice of Hearing</p> <p><i>[126] Notice of Hearing</i></p>
01/06/2022	<p> Clerk's Notice of Nonconforming Document and Curative Action</p>

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[127] Clerk's Notice of Curative Action

01/06/2022



Clerk's Notice of Nonconforming Document and Curative Action

[128] Clerk's Notice of Curative Action

01/06/2022



Clerk's Notice of Nonconforming Document and Curative Action

[129] Clerk's Notice of Curative Action

01/14/2022



Opposition to Motion For Summary Judgment

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[130] Opposition to Defendants Motion for Partial Summary Judgment Re: Damages

01/14/2022



Opposition to Motion For Summary Judgment

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[131] Opposition to Defendants Motion for Partial Summary Judgment Re: Damages

01/14/2022



Opposition to Motion For Summary Judgment

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[132] Opposition to Defendants' Motion for Summary Judgment Re: Claims

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[133] Opposition to Defendants Motion in Limine No. 1

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[134] Opposition to Defendants' Motion in Limine No. 2

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[135] Opposition to Defendants Motion in Limine No. 3

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[136] Opposition to Defendants Motion in Limine No. 4

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[137] Opposition to Defendants' Motion in Limine No. 5

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[138] Opposition to Defendants' Motion in Limine No 6

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew,

CASE SUMMARY

CASE NO. A-19-788630-C

William G, Jr.; Plaintiff Estate of William George Eskew
[139] *Opposition to Defendants Motion in Limine No. 7*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[140] *Opposition to Defendants Motion in Limine No. 8*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[141] *Opposition to Defendants Motion in Limine No. 9*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[142] *Opposition to Defendants Motion in Limine No.10*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[143] *Opposition to Defendants Motion in Limine No. 11*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[144] *Opposition to Defendants Motion in Limine No.12*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[145] *Opposition to Defendants Motion in Limine No. 13*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[146] *Opposition to Defendants Motion in Limine No. 14*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[147] *Opposition to Defendants Motion in Limine No.15*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[148] *Opposition to Defendants Motion in Limine No. 16*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew
[149] *Opposition to Defendants Motion in Limine No. 17*

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

CASE SUMMARY

CASE NO. A-19-788630-C

[150] Opposition to Defendants Motion in Limine No.18.

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[151] Opposition to Defendants Motion in Limine No.19

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[152] Opposition to Defendants Motion in Limine No. 20

01/14/2022



Opposition to Motion in Limine

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[153] Opposition to Defendants Motion in Limine No. 21

01/14/2022



Notice

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[154] NOTICE OF WITHDRAWAL OF CLAIMS

01/14/2022



Response

Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[155] Response and Objections to Defendants' Asserted Undisputed Facts in Support of Motions for Summary Judgment/Partial Summary Judgment

01/14/2022



Statement

Filed by: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[156] Consolidated Statement of Facts

01/14/2022



Declaration

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[157] Declaration of Matthew L. Sharp in Support of Plaintiffs' Consolidated Statement of Facts

01/14/2022



Appendix

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[158] APPENDIX OF EXHIBITS (VOLUME I) IN SUPPORT OF PLAINTIFFS CONSOLIDATED STATEMENT OF FACTS

01/14/2022



Appendix

Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr.; Plaintiff Estate of William George Eskew

[159] APPENDIX OF EXHIBITS (VOLUME II) IN SUPPORT OF PLAINTIFFS CONSOLIDATED STATEMENT OF FACTS

01/14/2022



Opposition to Motion






Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[160] Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment

01/14/2022

CASE SUMMARY

CASE NO. A-19-788630-C

	 Opposition to Motion in Limine Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[161] Defendants' Opposition to Plaintiffs' Motion in Limine # 1 Re: Evidence of Appeal</i>
01/14/2022	 Opposition to Motion in Limine Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[162] Defendants' Opposition to Plaintiffs' Motion in Limine # 2 Re: Evidence of the Proton Beam Therapy Policy</i>
01/14/2022	 Opposition to Motion in Limine Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[163] Defendants' Opposition to Plaintiffs' Motion in Limine No. 3 Re: Evidence Not Relied Upon by UHC at the Time of the Subject Claim Denial</i>
01/14/2022	 Opposition Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[164] Defendants' Opposition to Plaintiffs' Motion in Limine No. 4 Re: Expert Testimony of Dr. Gary M. Owens</i>
01/14/2022	 Opposition to Motion in Limine Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[165] Defendants' Opposition to Plaintiffs' Motion in Limine No. 5 Re: Expert Testimony of Dr. Amitabh Chandra</i>
01/14/2022	 Opposition to Motion in Limine Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[166] Defendants' Opposition to Plaintiffs' Motion in Limine No. 6 Re: Expert Testimony of Dr. Parvesh Kumar</i>
01/18/2022	 Stipulation and Order <i>[167] Stipulation and Order to Dismiss Claims Under NRS 41.085</i>
01/18/2022	 Opposition to Motion Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[168] Defendants' Opposition to Plaintiffs' Motion for Sanctions</i>
01/18/2022	 Declaration Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[169] Declaration of Ryan T. Gormley in Support of Defendants' Opposition to Plaintiffs' Motion for Sanctions</i>
01/20/2022	 Stipulation and Order Filed by: Special Administrator Eskew, Sandra L; Plaintiff Estate of William George Eskew <i>[170] Stipulation and Order Re: Plaintiffs' for Sanctions</i>
01/25/2022	 Reply to Opposition Filed by: Plaintiff Estate of William George Eskew <i>[171] Reply to Opposition to Motion In Limine # 1 Re: Evidence of Appeal</i>

CASE SUMMARY

CASE NO. A-19-788630-C

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[172] Reply to Opposition to Motion in Limine #2 Re: Evidence of the Proton Beam Therapy Policy

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[173] Reply to Opposition to Motion in Limine #3 Re: Evidence not Relied Upon by UHC at the Time of the Subject Claim Denial

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[174] Reply to Opposition to Motion in Limine #4 Re: Expert Testimony of Dr. Gary M. Owens

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[175] Reply to Opposition to Motion in Limine #5 Re: Expert Testimony of Dr. Amitabh Chandra

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[176] Reply to Opposition to Motion in Limine #6 Re: Expert Testimony of Dr. Parvesh Kumar

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[177] Reply to Opposition to motion for Partial Summary Judgment

01/25/2022



Declaration

Filed By: Plaintiff Estate of William George Eskew

[178] Declaration Of Matthew L. Sharp In Support Of Reply To Defendants Opposition To Motion For Partial Summary Judgment

01/25/2022



Reply to Opposition

Filed by: Plaintiff Estate of William George Eskew

[179] Reply to Opposition to Motion for Sanctions

01/25/2022



Declaration

Filed By: Plaintiff Estate of William George Eskew

[180] Declaration of Matthew L. Sharp In Support of Reply to Defendants Opposition to Motion for Sanctions

01/25/2022



Reply in Support

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[181] Reply in Support of Defendants Motion for Partial Summary Judgment Re: Claims

01/25/2022



Reply in Support

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc

[182] Reply in Support of Defendants' Motion for Partial Summary Judgment Re: Damages

01/25/2022












Reply in Support

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United











CASE SUMMARY

CASE NO. A-19-788630-C

	Healthcare, Inc <i>[183] Reply in Support of Defendants Motion for Partial Summary Judgment Re: UHC</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[184] Reply in Support of Defendants' Motion in Limine No. 1: Limit the Testimony of Plaintiffs' "Bad Faith" Expert Stephen D. Prater</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[185] Reply in Support of Defendants' Motion in Limine No. 2: Exclude Evidence, Argument, and/or Testimony Relating to the Financial Condition of Non-Party Unitedhealth Group Incorporated</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[186] Reply in Support of Defendants' Motion in Limine No. 3: Exclude Evidence, Argument, and/or Testimony Relating to Pre-Contract Communications Concerning Coverage</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[187] Reply in Support of Defendants' Motion in Limine No. 4: Exclude Evidence, Argument, and/or Testimony Relating to the Preparation of the Denial Letter</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[188] Reply in Support of Defendants' Motion in Limine No. 5: Exclude Evidence, Argument, and/or Testimony Relating to Opinions from Judge Scola</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[189] Reply in Support of Defendants' Motion in Limine No. 6: Exclude Evidence, Argument, and/or Testimony Relating to the New York Proton Center</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[190] Defendants' Reply in Support of Motion in Limine No. 7: Exclude Certain Photos</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[191] Defendants' Reply in Support of Motion in Limine No. 8: Preclude Argument or Questioning Relating to Comparing Testimony Preparation Time With Prior Authorization Review Time</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[192] Defendants' Reply in Support of Motion in Limine No. 9: Exclude Evidence, Argument, and/or Testimony Relating to Generalized Patient Numbers or Studies</i>












CASE SUMMARY

CASE NO. A-19-788630-C

01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[193] Defendants' Reply in Support of Motion in Limine No. 10: Exclude Evidence, Argument, and/or Testimony Relating to Medicare Coverage</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[194] Defendants' Reply in Support of Motion in Limine No. 11: Exclude Evidence, Argument, and/or Testimony Relating to Unqualified Opinions Regarding Medical Causation</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[195] Defendants' Reply in Support of Motion in Limine No. 12: Exclude Testimony from Dr. Liao Regarding Matters Outside the Course and Scope of Her Treatment of Mr. Eskew</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[196] Reply in Support of Defendants' Motion in Limine No. 13: Exclude Evidence, Argument, and/or Testimony Relating to Questioning Attempting to Alter the Scope of the Jury's Inquiry</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[197] Reply in Support of Defendants' Motion in Limine No. 14: Exclude Evidence, Argument, and/or Testimony Relating to Inflammatory Questioning Regarding Personal Opinions</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[198] Reply in Support of Defendants' Motion in Limine No. 15: Exclude Evidence, Argument, and/or Testimony Relating to Hypothetical Questioning Regarding What Would Be Fairer</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[199] Reply in Support of Defendants' Motion in Limine No. 16: Exclude Evidence, Argument, and/or Testimony Relating to Misleading Questioning Regarding the Nature of Insurance and Personal Experience With Insurance</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[200] Defendants' Reply in Support of Motion in Limine No. 17: Exclude Evidence, Argument, and/or Testimony Relating to Litigation Conduct</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[201] Defendants Reply in Support of Motion in Limine No. 18: Exclude Evidence, Argument, and/or Testimony Relating to Other Cases</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United














CASE SUMMARY

CASE NO. A-19-788630-C

	Healthcare, Inc <i>[202] Defendants' Reply in Support of Motion in Limine No. 19: Exclude Evidence, Argument, and/or Testimony Relating to Finally Day in Court Assertions</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[203] Defendants' Reply in Support of Motion in Limine No. 20: Exclude Evidence, Argument, and/or Testimony Relating to Need for Industry Change Assertions</i>
01/25/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[204] Defendants' Reply in Support of Motion in Limine No. 21: Preclude Improper and Inflammatory Reptile Tactics and Arguments</i>
01/27/2022	 Errata Filed By: Plaintiff Estate of William George Eskew <i>[205] Errata to Reply to Opposition to Motion for Partial Summary Judgment</i>
02/01/2022	 Supplement <i>[206] Supplement to Motion for Partial Summary Judgment and Opposition to Motion for Summary Judgment re: Claims</i>
02/04/2022	 Response Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[207] Defendants' Response to Plaintiff's Supplement to Motion for Partial Summary Judgment and Opposition to Motion for Summary Judgment Re: Claims</i>
02/11/2022	 Pre-Trial Disclosure Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[208] Defendants' NRCP 16.1(a)(3) Pretrial Disclosures</i>
02/11/2022	 Pre-Trial Disclosure Party: Plaintiff Estate of William George Eskew <i>[209] Plaintiff's Rule 16.1(a)(3) Pre-Trial Disclosures</i>
02/14/2022	 Pre-Trial Disclosure Party: Plaintiff Estate of William George Eskew <i>[210] Plaintiff's Rule 16.1(A)(3) Pretrial Disclosures (First Supplement)</i>
02/16/2022	 Pre Trial Information Filed by: Plaintiff Estate of William George Eskew <i>[211] Joint Pre Trial Information for Trial Scheduling Per Court's Request</i>
02/17/2022	 Pre-Trial Disclosure Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[212] First Supplement To Defendants NRCP 16.1(a)(3) Pretrial Disclosures</i>
02/18/2022	 Pre-Trial Disclosure Party: Plaintiff Estate of William George Eskew <i>[213] Plaintiff's Rule 16.1(A)(3) Pretrial Disclosures (Second Supplement)</i>

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CASE NO. A-19-788630-C

02/22/2022	 Joint Pre-Trial Memorandum Filed By: Plaintiff Estate of William George Eskew <i>[214] Joint Pre-Trial Memorandum</i>
02/22/2022	 Pre-Trial Disclosure Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[215] Defendants' Objections To Plaintiff's Rule 16.1(A)(3) Pretrial Disclosures</i>
02/22/2022	 Response Filed by: Plaintiff Estate of William George Eskew <i>[216] Plaintiff's Response to Defendants' Rule 16.1(a)(3) Pretrial Disclosures</i>
02/23/2022	 Recorders Transcript of Hearing <i>[217] Recorders Transcript of Hearing Re: All Pending Motions - February 10, 2022</i>
02/23/2022	 Recorders Transcript of Hearing <i>[218] Recorders Transcript of Hearing Re: All Pending Motions - February 11, 2022</i>
02/28/2022	 Pre-Trial Disclosure Party: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[219] First Supplement To Defendants Objections To Plaintiff's Rule 16.1(A)(3) Pretrial Disclosures</i>
02/28/2022	 Trial Subpoena Filed by: Plaintiff Estate of William George Eskew <i>[220] Trial Subpoena</i>
02/28/2022	 Joint Pre-Trial Memorandum Filed By: Plaintiff Estate of William George Eskew <i>[221] Joint Pre-Trial Memorandum (First Supplement)</i>
03/07/2022	 Trial Subpoena Filed by: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[222] Trial Subpoena: Andrew Cohen, MD</i>
03/09/2022	 Declaration Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[223] Declaration of Service</i>
03/14/2022	 Trial Brief Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United Healthcare, Inc <i>[224] Defendants' Trial Brief Re: "No Hindsight" Rule</i>
03/14/2022	 Order Denying <i>[225] Order Denying Defendants' Motion for Partial Summary Judgment Re. Claims</i>
03/14/2022	 Order Denying <i>[226] Order Denying Defendants' Motion for Partial Summary Judgment Re. Damages</i>
















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03/14/2022	 Order Denying <i>[227] Order Denying Defendants' Motion for Partial Summary Judgment Re. UHC</i>
03/14/2022	 Order <i>[228] Order on Plaintiff's Motions in Limine</i>
03/15/2022	 Jury List <i>[229]</i>
03/16/2022	 Order <i>[230] 2022-03-11 Defense MIL Order</i>
03/17/2022	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[231] Notice Of Entry Of Order Denying Defendants Motion For Summary Judgment Re: Claims</i>
03/17/2022	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[232] Notice Of Entry Of Order Denying Defendants Motion For Partial Summary Judgment Re: UHC</i>
03/17/2022	 Notice of Entry of Order <i>[233] Notice Of Entry Of Order Denying Defendants Motion For Partial Summary Judgment Re: Damages</i>
03/17/2022	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[234] Notice Of Entry Of Order Regarding Defendants Motions In Limine</i>
03/18/2022	 Notice of Entry of Order Filed By: Plaintiff Estate of William George Eskew <i>[235] Notice of Entry of Order on Plaintiff's Motion in Limine</i>
03/25/2022	 Motion for Judgment Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[236] Defendant's Motion for Judgment as a Matter of Law</i>
03/29/2022	 Clerk's Notice of Nonconforming Document <i>[237] Clerk s Notice of Nonconforming Document</i>
03/30/2022	 Motion Filed By: Plaintiff Estate of William George Eskew <i>[238] Motion for Judgment as a Matter of Law- Covered Service</i>
03/30/2022	 Jury Instructions Party: Defendant Sierra Health and Life Insurance Company Inc <i>[239] Defendant's Proposed Jury Instructions (Disputed)</i>
04/04/2022	 Verdict <i>[240]</i>
04/04/2022	 Jury Instructions

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	[241]
04/04/2022	 Jury List [242] Amended Jury List
04/05/2022	 Clerk's Notice of Nonconforming Document [243] Clerk's Notice of Nonconforming Document
04/05/2022	 Verdict [244]
04/05/2022	 Jury Instructions [245]
04/06/2022	 Order to Statistically Close Case [246] Order to Statistically Close Case
04/07/2022	 Clerk's Notice of Nonconforming Document and Curative Action [247] Clerk's Notice of Nonconforming Document and Curative Action
04/12/2022	 Notice Filed By: Plaintiff Estate of William George Eskew [248] NOTICE OF DEPOSITION DESIGNATION USED AT TRIAL
04/12/2022	 Appendix Filed By: Plaintiff Estate of William George Eskew [249] Appendix Of Exhibits To The Notice Of Deposition Designation Used At Trial
04/12/2022	 Clerk's Notice of Hearing [250] Notice of Hearing
04/12/2022	 Appendix Filed By: Special Administrator Eskew, Sandra L [251] Appendix of Exhibits to the Notice of Deposition Designation Used at Trial
04/13/2022	 Court Recorders Invoice for Transcript [252] Transcriber's Billing Information, Hearing Date 3/14/22-4/5/22
04/18/2022	 Judgment Upon Jury Verdict [253] Judgment Upon Jury Verdict
04/18/2022	 Notice of Entry of Judgment Filed By: Plaintiff Estate of William George Eskew [254] Notice of Entry of Judgment Upon Jury Verdict
04/19/2022	 Memorandum of Costs and Disbursements Filed By: Plaintiff Estate of William George Eskew [255] PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS
04/19/2022	 Appendix Filed By: Plaintiff Estate of William George Eskew [256] APPENDIX OF EXHIBITS (VOLUME 1) TO PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS

CASE SUMMARY

CASE NO. A-19-788630-C

04/19/2022



Appendix

Filed By: Plaintiff Estate of William George Eskew
[257] APPENDIX OF EXHIBITS (VOLUME 2) TO PLAINTIFF'S VERIFIED
MEMORANDUM OF COSTS AND DISBURSEMENTS

04/22/2022



Motion to Retax

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[258] Defendant's Motion to Retax Costs

04/25/2022



Clerk's Notice of Hearing

[259] Notice of Hearing

05/06/2022



Opposition to Motion

Filed By: Plaintiff Estate of William George Eskew
[260] Plaintiff Opposition to Motion to Retax Costs

05/10/2022



Order

[261] ORDER ON PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

05/10/2022



Order

[262] Order Denying Motion for Sanctions final

05/16/2022



Motion for Judgment

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[263] Defendants Renewed Motion for Judgment as a Matter of Law

05/16/2022



Motion for New Trial

Filed By: Defendant Sierra Health and Life Insurance Company Inc; Defendant United
Healthcare, Inc
[264] Defendants Motion for a New Trial or Remittitur

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[265] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 1

05/16/2022



Appendix

[266] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 2

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[267] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 3

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[268] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 4

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[269] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 5

CASE SUMMARY

CASE NO. A-19-788630-C

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[270] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 6

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[271] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 7

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[272] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 8

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[273] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 9

05/16/2022



Appendix

[274] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 10

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[275] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 11

05/16/2022



Appendix

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[276] Appendix To Motion For A New Trial Or Remittitur And Renewed Motion For Judgment
As A Matter Of Law - Volume 12

05/17/2022



Clerk's Notice of Hearing

[277] Notice of Hearing

05/18/2022



Notice of Change of Hearing

[278] Notice of Change of Hearing

05/19/2022



Stipulation and Order for Dismissal With Prejudice

Filed By: Special Administrator Eskew, Sandra L
[279] Stipulation and Order to Dismiss Claims Against United Healthcare Inc

05/23/2022



Stipulation and Order

[280] Stipulation and Order to Extend Stay on Execution of Judgment

05/23/2022



Stipulation and Order

[281] STIPULATION AND ORDER RE: DEFENDANT'S POST-TRIAL MOTIONS

06/06/2022



Notice of Entry of Order

Filed By: Defendant Sierra Health and Life Insurance Company Inc
[282] Notice of Entry of Stipulation and Order to Extend Stay on Execution of Judgment







CASE SUMMARY

CASE NO. A-19-788630-C

06/06/2022	 Motion to Associate Counsel Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[283] Motion to Associate Counsel (Thomas H. Dupree, Jr.)</i>
06/07/2022	 Clerk's Notice of Hearing <i>[284] Notice of Hearing</i>
06/08/2022	 Order Filed By: Special Administrator Eskew, Sandra L <i>[285] Order Granting in Part and Denying in Part Defendant's Motion to Retax</i>
06/09/2022	 Notice of Entry of Order Filed By: Special Administrator Eskew, Sandra L; Plaintiff Eskew, Tyler; Plaintiff Eskew, William G, Jr. <i>[286] Notice of Entry of Order Granting in Part and Denying in Part Defendant's Motion to Retax</i>
06/23/2022	 Stipulation and Order Filed by: Defendant Sierra Health and Life Insurance Company Inc <i>[287] Stipulation and Order to Stay Execution on Judgment Pending Disposition of Postjudgment Motions (03506938x9C8C6)</i>
06/27/2022	 Notice of Entry of Stipulation and Order Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[288] Notice of Entry of Stipulation and Order to Stay Execution On Judgment Pending Disposition of Postjudgment Motions</i>
06/29/2022	 Opposition to Motion Filed By: Special Administrator Eskew, Sandra L <i>[289] OPPOSITION TO DEFENDANTS MOTION FOR A NEW TRIAL OR REMITTITUR</i>
06/29/2022	 Opposition to Motion Filed By: Special Administrator Eskew, Sandra L <i>[290] OPPOSITION TO DEFENDANTS RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW</i>
07/06/2022	 Recorders Transcript of Hearing <i>[291] Recorders Transcript of Hearing Re: Jury Trial - Day 1 - Monday, March 14, 2022</i>
07/06/2022	 Recorders Transcript of Hearing <i>[292] Recorders Transcript of Hearing Re: Jury Trial - Day 2 - Tuesday, March 15 2022</i>
07/06/2022	 Recorders Transcript of Hearing <i>[293] Recorders Transcript of Hearing Re: Jury Trial - Day 3 - Wednesday, March 16 2022</i>
07/06/2022	 Recorders Transcript of Hearing <i>[294] Recorders Transcript of Hearing Re: Jury Trial - Day 4 - Monday, March 21 2022</i>
07/06/2022	 Recorders Transcript of Hearing <i>[295] Recorders Transcript of Hearing Re: Jury Trial - Day 5 - Tuesday, March 22 2022</i>
07/06/2022	 Recorders Transcript of Hearing <i>[296] Recorders Transcript of Hearing Re: Jury Trial - Day 6 - Wednesday, March 23 2022</i>





CASE SUMMARY

CASE NO. A-19-788630-C

07/06/2022	 Recorders Transcript of Hearing [297] Recorders Transcript of Hearing Re: Jury Trial - Day 7 - Thursday, March 24 2022
07/06/2022	 Recorders Transcript of Hearing [298] Recorders Transcript of Hearing Re: Jury Trial - Day 8 - Friday, March 25 2022
07/06/2022	 Recorders Transcript of Hearing [299] Recorders Transcript of Hearing Re: Jury Trial - Day 9 - Monday, March 28 2022
07/06/2022	 Recorders Transcript of Hearing [300] Recorders Transcript of Hearing Re: Jury Trial - Day 10 - Tuesday, March 29 2022
07/06/2022	 Recorders Transcript of Hearing [301] Recorders Transcript of Hearing Re: Jury Trial - Day 11 - Wednesday, March 30 2022
07/06/2022	 Recorders Transcript of Hearing [302] Recorders Transcript of Hearing Re: Jury Trial - Day 12 - Monday, April 4 2022
07/06/2022	 Recorders Transcript of Hearing [303] Recorders Transcript of Hearing Re: Jury Trial - Day 13 - Tuesday, April 5 2022
07/12/2022	 Order Admitting to Practice Filed By: Defendant Sierra Health and Life Insurance Company Inc [304] Order Admitting to Practice -Thomas H. Dupree, Jr., Esq.
07/14/2022	 Notice of Entry of Order Filed By: Defendant Sierra Health and Life Insurance Company Inc [305] Notice of Entry of Order Admitting to Practice Thomas H. Dupree, Jr., Esq.
07/20/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc [306] Defendant's Reply in Support of Its Renewed Motion for Judgment as a Matter of Law
07/20/2022	 Reply in Support Filed By: Defendant Sierra Health and Life Insurance Company Inc [307] Defendant's Reply in Support of Its Motion for a New Trial or Remittitur
07/21/2022	 Motion to Associate Counsel Filed By: Special Administrator Eskew, Sandra L [308] Motion to Associate Counsel
07/21/2022	 Clerk's Notice of Hearing [309] Notice of Hearing
07/28/2022	 Motion to Associate Counsel Filed By: Special Administrator Eskew, Sandra L [310] Motion to Associate Counsel - Matthew W.H. Wessler
07/29/2022	 Clerk's Notice of Hearing [311] Notice of Hearing

CASE SUMMARY

CASE NO. A-19-788630-C

08/10/2022	 Supplement Filed by: Defendant Sierra Health and Life Insurance Company Inc <i>[312] Defendants Motion For Leave To File Supplemental Authority And Supplemental Authority In Support Of Its Motion For A New Trial Or Remittitur</i>
08/14/2022	 Order Admitting to Practice <i>[313] Order Admitting Deepak Gupta</i>
08/14/2022	 Order Admitting to Practice <i>[314] Order Admitting Matthew Wessler</i>
08/15/2022	 Notice of Entry of Order Filed By: Special Administrator Eskew, Sandra L <i>[315] Notice of Entry of Order Admitting Deepak Gupta to Practice</i>
08/15/2022	 Notice of Entry of Order Filed By: Special Administrator Eskew, Sandra L <i>[316] Notice of Entry of Order Admitting Matthew W.H. Wessler to Practice</i>
08/30/2022	 Objection Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[317] Defendants Objection To Plaintiffs Proposed Findings Of Fact, Conclusions Of Law, And Orders Denying SHLs Motion For A New Trial Or Remittitur And Renewed Motion For Judgment As A Matter Of Law</i>
08/31/2022	 Objection Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[318] Defendants Further Objections To Plaintiffs Proposed Findings Of Fact, Conclusions Of Law, And Orders Denying SHLs Motion For A New Trial Or Remittitur And Renewed Motion For Judgment As A Matter Of Law</i>
09/14/2022	 Notice of Appeal Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[319] Notice of Appeal</i>
09/14/2022	 Case Appeal Statement Filed By: Defendant Sierra Health and Life Insurance Company Inc <i>[320] Case Appeal Statement</i>
<u>DISPOSITIONS</u>	
07/23/2019	Order of Dismissal (Judicial Officer: Cory, Kenneth) Debtors: Sierra Health and Life Insurance Company Inc (Defendant) Creditors: Sandra L Eskew (Special Administrator, Plaintiff), Tyler Eskew (Plaintiff), William G Eskew, JR. (Plaintiff), Estate of William George Eskew (Plaintiff) Judgment: 07/23/2019, Docketed: 07/23/2019 Comment: In Part/ Certain Claim
01/18/2022	Order of Dismissal With Prejudice (Judicial Officer: Krall, Nadia) Debtors: Sierra Health and Life Insurance Company Inc (Defendant), United Healthcare, Inc (Defendant) Creditors: Sandra L Eskew (Plaintiff), Tyler Eskew (Plaintiff), William G Eskew, JR. (Plaintiff), Estate of William George Eskew (Plaintiff) Judgment: 01/18/2022, Docketed: 01/19/2022 Comment: Certain Claims
04/04/2022	Verdict (Judicial Officer: Krall, Nadia)

CASE SUMMARY

CASE NO. A-19-788630-C

Debtors: Sierra Health and Life Insurance Company Inc (Defendant)
Creditors: Estate of William George Eskew (Plaintiff)
Judgment: 04/04/2022, Docketed: 04/05/2022
Total Judgment: 40,000,000.00

04/05/2022

Verdict (Judicial Officer: Krall, Nadia)
Debtors: Sierra Health and Life Insurance Company Inc (Defendant), United Healthcare, Inc (Defendant)
Creditors: Sandra L Eskew (Plaintiff), Estate of William George Eskew (Plaintiff)
Judgment: 04/05/2022, Docketed: 04/18/2022
Total Judgment: 160,000,000.00

04/18/2022

Judgment Upon the Verdict (Judicial Officer: Krall, Nadia)
Debtors: Sierra Health and Life Insurance Company Inc (Defendant)
Creditors: Sandra L Eskew (Plaintiff), Estate of William George Eskew (Plaintiff)
Judgment: 04/18/2022, Docketed: 04/19/2022
Total Judgment: 206,363,287.67

05/19/2022

Order of Dismissal With Prejudice (Judicial Officer: Krall, Nadia)
Debtors: United Healthcare, Inc (Defendant)
Creditors: Sandra L Eskew (Plaintiff, Special Administrator), Estate of William George Eskew (Plaintiff)
Judgment: 05/19/2022, Docketed: 05/20/2022

HEARINGS

06/18/2019



Motion to Dismiss (9:00 AM) (Judicial Officer: Cory, Kenneth)

Events: 05/10/2019 Motion to Dismiss

Defendant SHL's Motion to Dismiss for Failure to State a Claim

Granted in Part;

Journal Entry Details:

Mr. Roberts stated this complaint arises out of the denial of a certain type of radiation treatment, proton beam therapy. This treatment has not been proven to show a higher rate of success to justify the cost. Mr. Roberts argued NRS 471.085, and the wrongful death cause of action. The complaint does not allege the negligence act of Sierra Health caused the death of the plaintiff. The plaintiff needs to clearly allege his death was caused by Sierra Health. The bad faith claim is only as to loss of property rights/economic loss. Mr. Roberts argued plaintiff has not stated a claim or alleged plaintiff suffered any economic loss. Mr. Roberts further argued as to breach of contract. Mr. Sharp argued as to the CA rule and the Supreme Court not adopting the denial of treatment as an economic loss. Sierra Health denied the treatment without investigating this as a covered benefit. It was medically necessary and the therapy would have prolonged the plaintiff's life. Mr. Roberts argued the policy's underling rule. Mr. Gromley argued none of the allegations match up with the statute. The plaintiff failed to submit a claim under NRS 686A.310(1)(d), 1(c), 1(a), and 1(e). The plaintiff ignored the principles of the statutory interpretation and the statutes general purpose. Mr. Sharp further argued as to the insurance company denying with out doing any investigation as to the treatment. COURT ORDERED, Defendant SHL's Motion to Dismiss for Failure to State a Claim GRANTED only as to failing to confirm coverage for the proton beam therapy within a reasonable time; DENIED as to the remaining with leave to amend. Mr. Sharp stated they would like to have an answer on file and start discovery before amending the complaint. COURT FURTHER ORDERED, Plaintiff has 20 DAYS to file an Amended Complaint and thereafter, Defendant to file an answer. Mr. Sharp to prepare the Order.;

08/15/2019



Motion to Associate Counsel (3:00 AM) (Judicial Officer: Cory, Kenneth)

Motion to Associate Counsel

Granted;

Journal Entry Details:

Motion having been duly filed and served, no opposition having been filed, pursuant to EDCR 2.20 and for good cause shown, COURT ORDERED, Motion to Associate Counsel GRANTED. Plaintiff to submit a proposed Order to chambers within 10 days. CLERK'S NOTE: A copy of this minute order was distributed via the E-Service list. / mlt;

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-788630-C

11/01/2019	 Mandatory Rule 16 Conference (10:00 AM) (Judicial Officer: Cory, Kenneth) Trial Date Set; Journal Entry Details: <i>Following colloquy, COURT ORDERED, Discovery and Depositions Cut off November 30, 2020; Settlement Conference Schedule Date September 28, 2020; Deadline to Amend Pleadings, Add Parties, and Initial Expert Disclosures August 28, 2020; Rebuttal Expert Disclosures September 28, 2020; Dispositive Motions Deadline December 30, 2020; Motions in Limine Deadline March 1, 2021; Trial Dates SET. 08/19/21 9:00 AM CALENDAR CALL 09/07/21 9:00 AM JURY TRIAL ;</i>
08/19/2021	CANCELED Calendar Call (9:00 AM) (Judicial Officer: Cory, Kenneth) <i>Vacated - Superseding Order</i>
09/01/2021	 Motion (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Joint Motion for Rule 16 Conference on OST</i> Granted; Journal Entry Details: <i>Mr. Gromley stated he received an email from Plaintiff counsel who is unable to attend today's hearing due to scheduling issues and taking a deposition. COURT NOTED in the future parties can call the court and request a joint telephone conference, further noting the parties requested a pretrial conference after close of discovery and move trial to 2022. Court stated it is inclined to move the case to the March 2022 trial stack with the Motions in Limine 75 days prior to trial including dispositive motions. Colloquy in regards to trial stacks. COURT ORDERED, case SET on March 2022 trial stack; new trial order to issue. Mr. Gromley inquired if the discovery deadline will move with the new trial setting, and stated additional time would be appreciated. COURT FURTHER ORDERED, parties to submit Stipulation and Order and reference today's hearing, in addition to Motions in Limine and Dispositive Motion deadline 75 days prior to trial.;</i>
09/07/2021	CANCELED Jury Trial (9:00 AM) (Judicial Officer: Clark Newberry, Tara) <i>Vacated - Superseding Order</i>
11/02/2021	CANCELED Calendar Call (11:00 AM) (Judicial Officer: Krall, Nadia) <i>Vacated - per Judge</i>
11/15/2021	CANCELED Jury Trial (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Vacated - per Judge</i>
01/03/2022	 Minute Order (8:00 AM) (Judicial Officer: Krall, Nadia) Matter Heard; Journal Entry Details: <i>For purposes of judicial economy, COURT ORDERS, all pending Motions in Limine, Motions for Summary Judgment set in this case shall be heard on February 10, 2022 at 9:00 A.M. with the following briefing schedule: January 14, 2022: All Oppositions Due. January 25, 2022. All Replies Due. January 27, 2022. All Binders Due. February 10, 2022 @ 9:00 A.M. All hearings. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Chad Johnson, to all registered parties for Odyssey File & Serve and/or served via facsimile. cj/1/3/22 ;</i>
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 1: Limit the Testimony of Plaintiffs' "Bad Faith" Expert Stephen D. Prater</i> Granted in Part;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 2: Exclude Evidence, Argument, and/or Testimony Relating to the Financial Condition of Non-Party UnitedHealth Group Incorporated</i> Deferred Ruling;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 3: Exclude Evidence, Argument, and/or Testimony Relating</i>

CASE SUMMARY

CASE NO. A-19-788630-C

	<i>to Pre-Contract Communications Concerning Coverage</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 4: Exclude Evidence, Argument, and/or Testimony Relating to the Preparation of the Deinal Letter</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 5: Exclude Evidence, Argument, and/or Testimony Relating to Opinions from Judge Scola</i> Granted;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 6: Exclude Evidence, Argument, and/or Testimony Relating to the New York Proton Center</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 7: Exclude Certain Photos</i> Granted in Part;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 8: Preclude Argument or Questioning Relating to Comparing Testimony Preparation Time With Prior Authorization Review Time</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 9: Exclude Evidence, Argument, and/or Testimony Relating to Generalized Patient Numbers or Studies</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No.10: Exclude Evidence, Argument, and/or Testimony Relating to Medicare Coverage</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 11: Exclude Evidence, Argument, and/or Testimony Relating to Unqualified Opinions Regarding Medical Causation</i> Granted;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 12: Exclude Testimony From Dr. Liao Regarding Matters Outside the Course and Scope of Her Treatment of Mr. Eskew</i> Denied;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 13: Exclude Evidence, Argument, and/or Testimony Relating to Questioning Attempting to Alter the Scope of the Jury's Inquiry</i> Granted;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 14: Exclude Evidence, Argument, and/or Testimony Relating to Inflammatory Questioning Regarding Personal Opinions</i> Granted in Part;
02/10/2022	Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 15: Exclude Evidence, Argument, and/or Testimony Relating to Hypothetical Questioning, Regarding What Would Be Fairer</i>

CASE SUMMARY

CASE NO. A-19-788630-C

Granted;

02/10/2022

Motion in Limine (9:00 AM) (Judicial Officer: Krall, Nadia)

02/10/2022-02/11/2022

Defendants' Motion in Limine No. 16: Exclude Evidence, Argument, and/or Testimony Relating to Misleading Questioning Regarding the Nature of Insurance and Personal Experience With Insurance

Matter Heard;

Motion Granted;

Matter Heard;

Motion Granted;

02/10/2022

CANCELED All Pending Motions (9:00 AM) (Judicial Officer: Krall, Nadia)

Vacated - Duplicate Entry

02/10/2022



All Pending Motions (9:00 AM) (Judicial Officer: Krall, Nadia)

Matter Heard;

Journal Entry Details:

Matthew Sharp Esq. and Douglas Terry Esq. present on behalf of Plaintiff. Robert Lee Esq. and Ryan Gormley Esq. present for Defendant. DEFENDANTS' MOTION IN LIMINE #1 LIMIT THE TESTIMONY OF PLAINTIFF S BAD FAITH EXPERT STEPHEN D. PRATER. Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED IN PART. DEFENDANT'S MOTION IN LIMINE #2 EXCLUDE EVIDENCE, Argument, and/or TESTIMONY RELATING TO THE FINANCIAL CONDITION OF NON-PARTY UNITEDHEALTH GROUP INCORPORATED. Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Ruling DEFERRED DEFENDANT'S MOTION IN LIMINE #3 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO PRE-CONTRACT COMMUNICATIONS CONCERNING COVERAGE Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #4 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO THE PREPARATION OF THE DENIAL LETTER. Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #5 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO OPINIONS FROM JUDGE SCOLA Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED. DEFENDANT'S MOTION IN LIMINE #6 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO THE NEW YORK PROTON CENTER Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #7 EXCLUDE CERTAIN PHOTOS Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED IN PART. DEFENDANT'S MOTION IN LIMINE #8 PRECLUDE ARGUMENT OR QUESTIONING RELATING TO COMPARING TESTIMONY PREPARATION TIME WITH PRIOR AUTHORIZATION REVIEW TIME Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #9 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO GENERALIZED PATIENT NUMBERS OR STUDIES. Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #10 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO MEDICARE COVERAGE Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #11 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO THE PREPARATION OF THE DENIAL LETTER. Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED. DEFENDANT'S MOTION IN LIMINE #12 EXCLUDE TESTIMONY FROM DR. LIAO REGARDING MATTERS OUTSIDE THE COURSE AND SCOPE OF HER TREATMENT OF ME. ESKEW Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED. DEFENDANT'S MOTION IN LIMINE #13 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO QUESTIONING ATTEMPTING TO ALTER THE SCOPE OF THE JURY S INQUIRY Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED. DEFENDANT'S MOTION IN LIMINE #14 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO INFLAMMATORY QUESTIONING REGARDING PERSONAL OPINIONS Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED IN PART. DEFENDANT'S MOTION IN


CASE SUMMARY

CASE NO. A-19-788630-C

	<i>LIMINE #15 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO HYPOTHETICAL QUESTIONING REGARDING WHAT WOULD BE FAIRER Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED DEFENDANT'S MOTION IN LIMINE #16 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO MISLEADING WUESTIONING REGARDING THE NATURE OF INSURANCE AND PERSONAL EXPERIENCE WITH INSURANCE Arguments by Defense Counsel in regards to Motion. The Court noted it had a meeting and would have to continue this matter. Colloquy regarding the date and time this matter will resume. COURT ORDERED; MATTER CONTINUED. CONTINUED TO 2/11/2022 01:00 PM ;</i>
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 17: Exclude Evidence, Argument and/or Testimony Relating to Litigation Conduct</i> Granted in Part;
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 18: Exclude Evidence, Argument, and/or Testimony Relating to Other Cases</i> Granted in Part;
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 19: Exclude Evidence, Argument, and/or Testimony Relating to "Finally Day In Court" Assertions</i> Motion Denied;
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 20: Exclude Evidence, Argument, and/or Testimony Relating to Need for Industry Change Assertions</i> Motion Denied;
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants' Motion in Limine No. 21: Preclude Improper and Inflammatory "Reptile" tactics and Arguments</i> Motion Denied;
02/11/2022	Motion for Summary Judgment (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants Motion for Summary Judgment Re: Claims</i> Denied in Part;
02/11/2022	Motion for Partial Summary Judgment (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants Motion for Partial Summary Judgment Re: UHC</i> Motion Denied;
02/11/2022	Motion for Partial Summary Judgment (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Defendants Motion for Partial Summary Judgment Re: Damages</i> Denied Without Prejudice;
02/11/2022	Motion for Sanctions (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion for Sanctions 12/29/2021 Errata <i>Plaintiffs' Motion for Sanctions</i> Motion Denied;
02/11/2022	Motion for Partial Summary Judgment (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion for Partial Summary Judgment 12/29/2021 Errata <i>Plaintiffs' Motion for Partial Summary Judgment</i> Motion Denied;
02/11/2022	Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia)

CASE SUMMARY

CASE NO. A-19-788630-C

	<p>Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine # 1 Re: Evidence of Appeal</i> Motion Granted;</p>
02/11/2022	<p>Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine #2 Re: Evidence of the Proton Beam Therapy Policy</i> Granted in Part;</p>
02/11/2022	<p>Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine #3 Re: Evidence Not Relied Upon by UHC at the Time of the Subject Claim Denial</i> Motion Granted;</p>
02/11/2022	<p>Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine #4 Re: Expert Testimony of Dr. Gary M. Owens</i> Withdrawn;</p>
02/11/2022	<p>Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine #5 Re: Expert Testimony of Dr. Amitabh Chandra</i> Motion Denied;</p>
02/11/2022	<p>Motion in Limine (1:00 PM) (Judicial Officer: Krall, Nadia) Events: 12/29/2021 Motion in Limine 12/29/2021 Errata <i>Plaintiffs' Motion in Limine #6 Re: Expert Testimony of Dr. Parvesh Kumar</i> Denied in Part;</p>
02/11/2022	<p>Motion to Seal/Redact Records (1:00 PM) (Judicial Officer: Krall, Nadia) <i>Plaintiff's Motion to Seal Exhibits 18 and 19 to Plaintiff's Motion for Sanctions</i> Motion Granted;</p>
02/11/2022	<p> All Pending Motions (1:00 PM) (Judicial Officer: Krall, Nadia) Matter Heard; Journal Entry Details: <i>Matthew Sharp, Esq. and Douglas Terry, Esq. present via Blue Jeans. DEFENDANTS' MOTION IN LIMINE NO. 16: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO MISLEADING QUESTIONING REGARDING THE NATURE OF INSURANCE AND PERSONAL EXPERIENCE WITH INSURANCE Arguments by counsel. COURT ORDERED the instant Motion was hereby GRANTED. DEFENDANT'S MOTION IN LIMINE NO. 17: EXCLUDE EVIDENCE, ARGUMENT AND/OR TESTIMONY RELATING TO LITIGATION CONDUCT Mr. Roberts argued in support of the Motion, stating that discovery issues should not be injected into the trial, as it would be highly prejudicial. Mr. Sharp argued in opposition, stating that he did not understand the purpose of the instant Motion. COURT ORDERED the Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED IN PART as to litigation conduct, specifically what Mr. Roberts did, or did not do, during discovery; however, Plaintiff would not be precluded from arguing the facts, or the alleged unreasonableness of an expert's position; and (2) the Motion was DENIED IN PART, to the extent that the Court's ruling only applied to Mr Roberts himself. DEFENDANTS' MOTION IN LIMINE NO. 18: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO OTHER CASES Arguments by counsel. COURT ORDERED the instant Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED IN PART to the extent that Defendants did not raise the issues referenced in the Motion; and (2) DENIED IN</i></p>

CASE SUMMARY**CASE NO. A-19-788630-C**

PART if the Defendants opened the door on the issues; if the Defendants opened the door, Plaintiffs could address the issues. DEFENDANTS' MOTION IN LIMINE NO. 19: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO "FINALLY DAY IN COURT" ASSERTIONS Arguments by counsel. COURT ORDERED the instant Motion was hereby DENIED; however, the Defense would not be prevented from informing the jury that they wanted to be in court. The COURT FURTHER ORDERED that it could inform the jury that any delays getting the case to trial, were due to COVID-19, not the conduct of the parties. DEFENDANTS' MOTION IN LIMINE NO. 20: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO NEED FOR INDUSTRY CHANGE ASSERTIONS...DEFENDANTS' MOTION IN LIMINE NO. 21: PRECLUDE IMPROPER AND INFLAMMATORY "REPTILE" TACTICS AND ARGUMENTS The Court provided its initial thoughts and inclinations regarding the instant Motions. Arguments by counsel. COURT ORDERED the parties to review the holding in Lioce vs. Cohen, and if either party violated that holding, there would be sanctions. COURT ORDERED DEFENSE counsel to prepare the written Order(s) for Defendants' Motions in Limine. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT RE: CLAIMS The Court noted that the only remaining claim was the breach of covenant of good faith and fair dealing claim, and inquired whether the parties had stipulated to dismiss the other claims. Mr. Sharp answered in the affirmative. Mr. Gormley submitted to the Court's discretion. Mr. Sharp argued in opposition, stating that there were questions of fact for the jury to decide. COURT ORDERED the instant Motion was hereby DENIED IN PART as to the breach of covenant of good faith and fair dealing, and breach of contract, claims; however, the RULING WAS DEFERRED as to the unfair claims practices act, until the time of trial. COURT ORDERED that the parties would be permitted to file a new brief regarding the unfair claims practices act, if they wished. DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DAMAGES Mr. Gormley argued in support of the instant Motion, stating that only punitive damages remained, and there was no evidence of malice, or intention to harm. Mr. Sharp argued in opposition to the Motion. COURT ORDERED the instant Motion was hereby DENIED WITHOUT PREJUDICE with respect to punitive damages; the wrongful death damages were MOOT, pursuant to the stipulation between the parties. DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT RE: UHC Mr. Gormley argued in support of the instant Motion, stating that Plaintiff did not have any standing to maintain the claim against United Healthcare, Inc. (UHC). Mr. Sharp argued in opposition, stating that Plaintiffs' counsel's arguments wa form over substance. COURT ORDERED the instant Motion was hereby DENIED. COURT ORDERED there was a question of fact as to the issue of personal jurisdiction. Defense counsel to prepare the written Order(s) on all of their Motions for Summary Judgment, and forward them to opposing counsel for approval as to form and content. PLAINTIFFS' MOTION IN LIMINE #1 RE: EVIDENCE OF APPEAL Mr. Terry argued in support of the instant Motion, stating that it would be fair game for Plaintiffs to introduce evidence regarding why the denial was not appealed, and it would be fair for Defendants to rebut that; however, arguments regarding Mr. Eskew having a duty to file the appeal, should be prohibited. Mr. Roberts indicated that there would be no arguments regarding a duty to appeal. COURT ORDERED the instant Motion was hereby GRANTED, FINDING that parties would not be permitted to argue that there was a duty to appeal. PLAINTIFFS' MOTION IN LIMINE #2 RE: EVIDENCE OF THE PROTON BEAM THERAPY POLICY Mr. Sharp argued in support of the instant Motion, stating that the reasonableness of the literature in the policy was not relevant, as the issue was UHC's state of mind. Mr. Roberts argued in opposition, stating that there was a disputed question of fact regarding whether the doctor relied only upon the first two pages of the policy; however, that did not mean that the rest of the policy should be excluded. COURT ORDERED the instant Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED with respect to any policy not actually relied upon by UHC, or Sierra Health and Life Insurance, at the time the denial was made; and (2) the Motion was DENIED as to any policy that they did rely upon. The COURT FURTHER ORDERED that if an NRCP 30(b)(6) witness was not able to answer a question at the time of the deposition, they would not be able to answer that question at the time of trial, because they were bound by their deposition testimony. PLAINTIFFS' MOTION IN LIMINE #3 RE: EVIDENCE NOT RELIED UPON BY UHC AT THE TIME OF THE SUBJECT CLAIM DENIAL Mr. Sharp argued in support of the Motion. Mr. Gormley argued in opposition, stating that there was no case law supporting the relief requested in the instant Motion. COURT ORDERED the Motion was hereby GRANTED. PLAINTIFFS' MOTION IN LIMINE #4 RE: EXPERT TESTIMONY OF DR. GARY M. OWENS Mr. Sharp requested that the instant Motion be withdrawn. COURT ORDERED MOTION WITHDRAWN. PLAINTIFFS' MOTION IN LIMINE #5 RE: EXPERT TESTIMONY OF DR. AMITABH CHANDRA Mr. Sharp argued in support of the instant Motion, stating that, based upon the rulings on the Motions in Limine on February 10, 2022, Dr. Chandra should be permitted to argue regarding the CMS issues. Mr. Gormley argued in opposition. COURT ORDERED the Motion was hereby DENIED. PLAINTIFFS' MOTION IN LIMINE #6 RE: EXPERT TESTIMONY OF DR. PARVESH KUMAR Mr. Sharp argued in

CASE SUMMARY**CASE NO. A-19-788630-C**

support of the instant Motion, stating that Dr. Kumar provided testimony relative to the terms of the policy related to Motion in Limine #3, which would also apply to Dr. Chang; however, the remainder of the Motion would be withdrawn. COURT ORDERED the Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) anything that Dr. Kumar relied upon in his report, or his testimony, that was not relied upon by UHC at the time, would not come in; however, everything else would come in; (2) the Motion was DENIED IN PART with respect to general testimony; and (3) the Motion was GRANTED IN PART with respect to anything UHC did not rely upon when making its denial. PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT Mr. Sharp argued in support of the Motion, stating that the issue in the instant Motion would continue through the course of the trial. Mr. Roberts submitted on the pleadings. COURT ORDERED the Motion was hereby DENIED. PLAINTIFFS' MOTION FOR SANCTIONS Mr. Sharp argued in support of the instant Motion, stating that UHC was aware that their policy folder existed, and the knew about the documents contained in the policy folder; however, that folder was not produced. Mr. Roberts argued in opposition, stating that he was not aware of the policy folder until recently, and Defendants would be willing to reopen discovery for the limited purpose of allowing the Plaintiffs to review the policy folder. COURT ORDERED the instant Motion was hereby DENIED, FINDING that the Motion must be denied on procedural grounds, as a Motion to Compel was not done. PLAINTIFFS' MOTION TO SEAL EXHIBITS 18 AND 19 TO PLAINTIFF'S MOTION FOR SANCTIONS COURT ORDERED the instant Motion was hereby GRANTED as UNOPPOSED. Upon Court's inquiry, Mr. Sharp advised that three weeks would be needed for trial, if the punitive damages phase went forward. Mr. Roberts stated that the trial may go into a fourth week, if the punitive damages phase went forward. Colloquy regarding scheduling and exhibits. COURT ORDERED the parties to have their verdict form, jury instructions, voir dire questions, and exhibits to the Court no later than 5:00 PM on February 22, 2022.;

03/01/2022

**Calendar Call** (11:00 AM) (Judicial Officer: Krall, Nadia)

Trial Date Set;

Journal Entry Details:

Court confirmed trial to last four (4) weeks with three (3) days maximum for jury selection. Colloquy regarding trial schedule. Parties stipulate to having four (4) alternates on jury. At Mr. Gormley's request, Court stated if parties agree, Court will allow counsel to use jury instruction in their opening or in voir dire. Court Colloquy regarding public access to Bluejeans link. Court provided a general schedule, noting three (3) hours of testimony in the morning and three (3) hours of testimony in the afternoon. Court confirmed standard admonishment to jurors regarding social media. COURT ORDERED, firm trial SET; counsel to bring joint exhibit binders by March 7, 2022; counsel to contact I.T. regarding audiovisual information needed; counsel to submit voir dire, jury instructions, and verdict form by March 4, 2022. JEA, Ms. Everett, will e-mail counsel information regarding trial. 03/14/2022 09:00 AM JURY TRIAL;

03/14/2022

CANCELED Jury Trial (9:00 AM) (Judicial Officer: Krall, Nadia)

Vacated - Duplicate Entry

03/14/2022

**Jury Trial** (9:00 AM) (Judicial Officer: Krall, Nadia)**03/14/2022-03/16/2022, 03/21/2022-03/25/2022, 03/28/2022-03/30/2022, 04/04/2022-04/05/2022**

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. Glen Stevens and David Crump, as a representatives of Defendant Sierra Health and Life Insurance Company Inc., also present via BlueJeans.

CASE SUMMARY**CASE NO. A-19-788630-C**

OUTSIDE THE PRESENCE OF THE JURY: Discussion of the Jury Instructions For Phase 2 (Punitive Damages Phase). Parties stipulated to the net worth of Defendant Sierra Health and Life Insurance Company, Inc. Mr. Roberts requested jury clarify the 04/04/2022 Verdict and whether or not that included punitive damages; Mr. Sharp discussed the Wyatt case and stated would create potential error of the record; Mr. Roberts indicated plans to move for a new trial or mistrial. COURT ORDERED, that the parties meet and come up a proposed jury instruction, based on Mr. Sharp inclination during voir dire of asking the panel from between 15 million and 50 million and on Mr. Terry asking for 30 million. Counsel made objection to the instruction. Jury Instructions For Phase 2 (Punitive Damages Phase) SETTLED. JURY PRESENT: Plaintiff REST. Witnesses RECALLED, SWORN and TESTIFIED (See Worksheet.). Defense REST. Court instructed the jury on phase 2 (punitive damages). Arguments by Mr. Terry and Mr. Roberts. Mr. Roberts requested that the Court take judicial notice that pursuant to Administration Order 21-4 as modified by General Order 22-04, Mr. Crump, representative for Defendant Sierra Health and Life Insurance Company Inc. has been present via BlueJeans. With no objection from Mr. Terry, COURT ORDERED, the Court will take JUDICIAL NOTICE that the company representative has been listening to this proceeding via audio; even though the jury cannot see it, he has been present. Marshal and JEA SWORN. At the hour of 03:25 PM, the jury retired to deliberate. Court thanked and excused the alternates. At the hour of 04:07 PM, the jury returned with a verdict in favor of Plaintiff for punitive damages. Jury polled. Court thanked and excused the jury. CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only.//pb/4/15/22.;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present via BlueJeans. Mr. Gormley present via BlueJeans. JURY PRESENT: Court instructed the jury. Closing argument by Mr. Sharp. OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts requested a supplemental jury instruction to curate an inaccurate argument of the law made by Mr. Sharp. Mr. Sharp responded that was not his intent to mislead the jury and argued that a curative instruction would punish him and his integrity; suggested being able to clarify to the jury. Mr. Roberts stated that would be satisfied. COURT SO NOTED. JURY PRESENT: Mr. Sharp continued closing argument; closing argument by Mr. Roberts; and rebuttal argument by Mr. Terry. Marshal and Law Clerk SWORN. At the hour of 03:41 PM, the jury retired to deliberate. Court thanked and excused the alternates. At the hour of 04:57 PM, the jury returned with a verdict in favor of Plaintiff. Jury polled. OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding remaining trial schedule and punitive damages phase of trial. Court adjourned for the evening; trial to resume with punitive damages phase on April 5, 2022 at 1:00 PM. JURY TRIAL CONTINUED TO: 04/05/2022 01:00 PM CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only.//pb/4/15/22.;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

CASE SUMMARY

CASE NO. A-19-788630-C

Journal Entry Details:

All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans. OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp alerted the Court of issues with portions of Ms. Sweet's deposition and upcoming witness testimony; informed the Court that Ms. Sweet was presented as a NRCP 30(b)(6) representative and instructed to not answer questions about her communications with employees in preparation of her deposition regarding appeals and utilization management audits; stated attorney-client privilege for the objection at the time of the deposition. Mr. Roberts confirmed Ms. Sweet will not testify to appeals. Mr. Sharp argued that defense cannot use attorney-client privilege as the sword and the shield; and requested any objections made during upcoming testimony be discussed outside the presence of the jury. Mr. Roberts rebutted that Plaintiff did not seek a motion to compel to get the information and clarified that Ms. Sweet is not testifying as a NRCP 30(b)(6) representative or what she learned in her investigation. COURT ORDERED, Ms. Sweet is not going to be able to testify as to anything she relied upon in discussing with other people at the deposition; Ms. Sweet cannot testify to it at the time of trial; and Ms. Sweet can only testify if she does not have personal knowledge. Mr. Roberts requested a few minutes to confer with Ms. Sweet. COURT SO NOTED. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Mr. Roberts reminded the Court of his intention to move for judicial review; and requested outside the presence of the jury. COURT SO NOTED. Defense REST. OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp moved for a Rule 50 judgment on the first element. To make the record clear, counsel moved to publish the depositions of Mr. Palmer, Ms. Amogawin, and Dr. Liao. COURT ORDERED, all three (3) GRANTED. Matthew Palmer's October 22, 2021 Deposition and disc of played portion PUBLISHED. (See log.) Mr. Sharp argued his Motion for Judgment on the First Element as the insurance company did not relay on the insurance policy for its denial. Mr. Roberts argued procedure was unproven and not medically necessary as the reason for the denial in the insurance contract. Mr. Sharp rebutted that there was no consideration. COURT ORDERED, Motion for Judgment as a Matter of Law - Covered Service DENIED. Jury Instructions and Verdict Forms SETTLED. Mr. Roberts requested that the Court take judicial notice of NRS 695G.055, NRS 695G.040, NRS 695G.053, and NRS 695G.110. With no objection from Mr. Sharp, COURT ORDERED, the Court will take JUDICIAL NOTICE of NRS 695G.040, NRS 695G.053, and NRS 695G.110. Court adjourned for the day; to resume April 4, 2022 at 9:00 AM. JURY TRIAL CONTINUED TO: 04/04/22 09:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans. OUTSIDE THE PRESENCE OF THE JURY: Mr. Terry informed the Court that parties are working with I.T. regarding displays for the jury. Mr. Terry prefaced the Court that parties have been discussing Dr. Kumar's upcoming testimony and potential gray area, due to complexity, of topics and questions allowed to be asked in compliance with the Court's ruling on Motion in Limine. Mr. Roberts argued that Dr. Kumar's purpose as a witness is to testify to causation; believed that Dr. Chang's testimony had opened the door. COURT NOTED that Plaintiff has open the door. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts updated the Court on the proposed trial schedule regarding remaining witness testimony, video-taped deposition, and deposition to be read to the jury. Mr. Sharp suggested arguing the proposed jury instructions and verdict form tomorrow afternoon. COURT SO NOTED. Parties stipulate to exhibits. (See worksheet.) Mr. Roberts precluded to his intent to request judicial notice of additional Nevada statutes. JURORS PRESENT: Continued testimony. (See worksheet.) Lou Ann Amogawin's July 28, 2020 Deposition PUBLISHED. (See log.) OUTSIDE THE PRESENCE OF THE JURY: Mr. Smith requested that the Court explain that the questions

CASE SUMMARY

CASE NO. A-19-788630-C

being read from Ms. Amogawin's deposition were asked by Plaintiff's counsel, even though Mr. Smith is the one asking them now. With no objection from Plaintiff's counsel, **COURT SO NOTED**. Counsel argued two objections regarding the reading of Ms. Amogawin's deposition. With no foundation for these questions, **COURT ORDERED**, objections **SUSTAINED**. **JURORS PRESENT**: Continued testimony. (See worksheet.) Court expressed that witness testimony will wrap up tomorrow afternoon and counsel will make their closing arguments on Monday, April 4, 2022. Court adjourned for the day; to resume March 30, 2022 at 9:00 AM. **JURY TRIAL CONTINUED TO: 03/30/22 09:00 AM**;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans. **JURORS PRESENT**: Continued testimony. (See worksheet.) Mr. Sharp moved for the Court to take judicial notice of NRS 686A.310. **COURT ORDERED**, the Court will take **JUDICIAL NOTICE** of NRS 686A.310. Mr. Sharp asked for the Court to take judicial notice of NAC 686A.660. **COURT FURTHERED ORDERED**, the Court will take **JUDICIAL NOTICE** of NAC 686A.660. Mr. Sharp sought judicial notice of NAC 686A.675 from the Court. **COURT FURTHERED ORDERED**, the Court will take **JUDICIAL NOTICE** of NAC 686A.675. **OUTSIDE THE PRESENCE OF THE JURY**: Mr. Sharp alerted the Court that witness has notes at the stand; requested to review said notes. With no objection from Mr. Roberts, **COURT SO NOTED**. Colloquy regarding remaining witness testimony scheduling. **JURORS PRESENT**: Continued testimony. **OUTSIDE THE PRESENCE OF THE JURY**: Colloquy regarding tomorrow's start time to accommodate rulings on counsel's objections regarding a deposition to be played in court and clarification on motion in limine ruling regarding witness testimony. **COURT ORDERED**, counsel to arrive at 8:30 AM. Court adjourned for the day; to resume March 29, 2022 at 8:30 AM. **JURY TRIAL CONTINUED TO: 03/29/22 08:30 AM**;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans. **OUTSIDE THE PRESENCE OF THE JURY**: Arguments from Mr. Sharp and Mr. Smith regarding upcoming anticipated testimony of Dr. Chandra, previously argued in Motion in Limine regarding his rebuttal expert report. Having ruled on this before, **COURT DOES NOT FIND** jury nullification in these statements of Dr. Chandra's report. **COURT FINDS** Plaintiff has brought up costs repeatedly, Plaintiff has brought up utilization management, and both parties have discussed it with the jury. **COURT FINDS** Plaintiff has asked the jury essentially to send a message to the community that the only way the insurance company is going to change is by a very large verdict, and that relates to money, so defense is allowed bring up money because Plaintiff has made money a huge part of what is allegedly driving the insurance company making these decisions. **COURT FINDS** with respect to Dr. Chandra's testimony whether

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treatment is proven or not, he can testify based upon the foundation that will be laid by Mr. Smith of any studies that he has reviewed and his experience. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Plaintiff REST. Mr. Roberts moved for NRCP Rule 58 ruling, requested to postpone argument without the jury. COURT SO NOTED, argument will be outside the presence of the jury. OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding the order of calling witnesses due to witness availability. Mr. Sharp objected to Dr. Cohen testifying to the standard of care in 2016; excluded in Plaintiff's Motion in Limine. Mr. Roberts explained that Dr. Cohen was a treating physician of Mr. Eskew. Mr. Sharp rebutted a difference between disclosed and admissible. COURT FINDS Plaintiff opened the door during their case-in-chief. COURT ORDERED, Dr. Cohen will be allowed to testify. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding witness scheduling and timing of closing arguments. JURORS PRESENT: Continued testimony. OUTSIDE THE PRESENCE OF THE JURY: Mr. Gormley argued Motion for Judgment as a Matter of Law. Argument from Mr. Sharp. COURT FINDS that there is an issue of fact whether the Defendant acted in conscious disregard of the Plaintiff's rights, preventing the granting of Defendant's motion for directed verdicts on bad faith and punitive damages. The Court bases this on the fact that the insurance policy states that therapeutic radiation was a covered service and proton therapy is a form of therapeutic radiation. COURT FINDS witnesses did testify that no one at the insurance company reviewed the insurance policy when this decision to deny coverage was made. COURT FINDS Dr. Chang clearly testified on his direct examination on the stand that within a ninety-five percent (95%) of medical probability, that the decedent Bill Eskew sustained a grade three (3) esophagitis due to the IMRT treatment. With respect the California case law preventing emotional distress when there is no accompanying economic loss, COURT FINDS those cases to be distinguishable, as because here, Plaintiff has alleged that Bill Eskew suffered physical injury and related emotional injury. On those bases, COURT ORDERED, Motions for Directed Verdict (Motion for Judgment as a Matter of Law) DENIED. Court adjourned for the day; to resume March 28, 2022 at 9:00 AM. JURY TRIAL CONTINUED TO: 03/28/22 09:00 AM CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only./pb/4/15/22.;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. JURORS PRESENT: Continued testimony. (See worksheet.) OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp argued Defendants' Motion in Limine # 11 on not seeking unqualified opinions; expressed concern it coming out that Mr. Eskew was a party in this lawsuit during his testimony; requested admonition that defense counsel must follow their own Motion in Limine; stated that it was not an accident. Mr. Smith responded that Motion in Limine applies to medical causation and clarified that he asked Mr. Eskew about lawsuit was justified. Court can admonish the jury the fact that Mr. Eskew is no longer a party in the litigation is due to some procedural issues, as that his mother is a party, and the jury could accept that. Mr. Sharp proposed jury instruction tomorrow. Discussion regarding compliance with ruling on Motions in Limine regarding bringing in evidence through Ms. Eskew about Ms. Holland-Williams. COURT SO NOTED. JURORS PRESENT: Continued testimony. (See worksheet.) OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp argued that defense asked Mrs. Eskew about medical causation, opening the door for Plaintiff's counsel to cross. Upon Court's inquiry, Mr. Sharp clarified causation of death. Mr. Smith rebutted that Plaintiff's counsel asked at length on all three Eskew's state of mind, and defense thinks it is being embellished and needs to be accurate and truthful for the jury to award damages; it undermines creditability. Mr. Sharp argued that a line was crossed and state of mind is now at issue; lying about her belief. Upon Court's inquiry, Mr. Smith responded that Plaintiff is not being asked if IMRT killed her husband. Mr. Sharp argued that Mrs. Eskew has the right to defend herself. COURT ORDERED, Mr. Sharp will be allow to ask Plaintiff what she believed killed her husband, because defense has opened the door by asking

CASE SUMMARY

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her what killed her husband. Mr. Smith wanted to put on record that defense is not consenting to procedural turning this into a wrongful death case and Plaintiff to add a wrongful death claim. Mr. Sharp confirmed Plaintiff is not adding. COURT SO NOTED. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Court adjourned for the day; to resume March 25, 2022 at 9:00 AM. JURY TRIAL CONTINUED TO: 03/25/22 09:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Mr. Roberts requested to use proposed Joint Exhibit 195, page 8 for demonstrative purposes only. COURT GRANTED, Mr. Roberts's request.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts renewed Motion in Limine to limit expert's testimony to exclude legal conclusions. Argument from Mr. Sharp regarding industry standards. Court reminded counsel that the Court did not DENY the motion. Counsel stated that they would discuss objections together over the break. Mr. Roberts clarified his objection is to the word "duty" as it implies that it's a legal duty or obligation as a matter of law; has no objection to the witness testifying to that standard of care requires or what the standard of care is. Mr. Sharp stated that he's asked Mr. Prater to refer to "industry standards". COURT SO NOTED. JURORS PRESENT: Continued testimony. (See worksheets.) Court instructed the jury to DISREGARD any statements by the witness (Mr. Prater) regarding his opinion of medical necessity. Mr. Sharp requested the Court take judicial notice of NRS 695G.150. With no objection from Mr. Roberts, COURT ORDERED, the COURT WILL TAKE JUDICIAL NOTICE. OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding schedule of remaining witnesses. Mr. Sharp indicated that Plaintiff's Case-in Chief is anticipated to finish tomorrow. JURORS PRESENT: Continued testimony. (See worksheets.) Court adjourned for the day; to resume March 24, 2022 at 10:45 AM. JURY TRIAL CONTINUED TO: 03/24/22 10:45 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) OUTSIDE THE PRESENCE OF THE JURY: Discussions regarding witness scheduling and objections to the reading portions of Dr. Liao's deposition. Zhongxing Liao, M.D.'s December 18, 2020 Deposition PUBLISHED. (See log.) JURORS PRESENT: Continued testimony presented. (See worksheets.) OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts objected to the method of reading of the deposition is handled; requested the Court instruct the reader to read the testimony as flat and neutral tone. COURT FINDS, witness's testimony is consistent with the testimony of Dr. Liao; the Court does not find that her intonation, voice, or body language is inappropriate in any manner; the Court finds it

CASE SUMMARY

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to be congruent with the testimony, and the objection is **OVERRULED**. **JURORS PRESENT:** Continued testimony presented. (See worksheets.) Court adjourned for the day; to resume March 23, 2022 at 9:00 AM. **JURY TRIAL CONTINUED TO:** 03/23/22 09:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. **JURORS PRESENT:** Continued testimony and exhibits presented. (See worksheets.) **CONFERENCE AT THE BENCH. JURORS PRESENT:** Continued testimony and exhibits presented. (See worksheets.) Court alerted the Jury that parts of Mr. Gormely's cross-examination of Dr. Chang, regarding the line of questioning of Dr. Liao's July 1, 2018 article and the Report to the Congress, Medicare, and the Health Care Delivery System, MEDPAC, has no barring on the issue of bad faith, rather than for medical causation. **OUTSIDE THE PRESENCE OF THE JURY:** Colloquy regarding medical records exhibits. (See worksheet.) **JURORS PRESENT:** The Court informed the Jury of the trial schedule for the remainder of the trial. Continued testimony and exhibits presented. (See worksheets.) Court adjourned for the day; to resume March 22, 2022 at 9:00 AM. **JURY TRIAL CONTINUED TO:** 03/22/22 09:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Verdict for Plaintiff;

Verdict for Plaintiff;

Journal Entry Details:

All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. **OUTSIDE THE PRESENCE OF THE JURY:** Preliminary Jury Instructions settled; **COURT NOTED**, changes "I" to "the Court": not using the word "I" as it is not a personal opinion, rather than what the Court and the law requires. Colloquy regarding anticipated witness testimony schedule; **COURT NOTED**, on Tuesday, April 5, 2022 trial will only be in the afternoon, after the Court's civil calendar. **JURORS PRESENT:** Parties **WAIVED** the reading of the pleadings. Parties **INVOKED EXCLUSIONARY RULE**. Court **INSTRUCTED** the jurors on the Agreed Preliminary Jury Instructions. Opening Statement made by Mr. Sharp. Opening Statement made by Mr. Smith. Testimony and exhibits presented. (See worksheets.) Court adjourned for the day; to resume March 21, 2022 at 9:00 AM. **JURY TRIAL CONTINUED TO:** 03/21/22 09:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

CASE SUMMARY

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Trial Continues;
Trial Continues;
Verdict for Plaintiff;
Verdict for Plaintiff;

Journal Entry Details:


All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding jury selection and combining the prospective juror panels. PROSPECTIVE JURORS PRESENT: Prospective Jurors Panel # 2 SWORN. Voir Dire. Prospective Jurors Panel # 3 SWORN. Voir Dire. OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding number of jurors and alternates and number of jurors needed during the peremptory challenges. PROSPECTIVE JURORS PRESENT: Jurors Panels # 1-3 combined. Continued Voir Dire. OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Record made for peremptory challenge. JURORS PRESENT: Jury SELECTED and SWORN. Court adjourned for the day; to resume March 16, 2022 at 9:00 AM. JURY TRIAL CONTINUED TO: 03/16/22 09:00 AM;

Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Verdict for Plaintiff;
Verdict for Plaintiff;

Journal Entry Details:

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding changing the Joint Statement in regard to how to introduce the case to the prospective jurors; Counsel had no objection to making the introduction simple. Parties STIPULATED to the DISMISSAL of Defendant United Healthcare, Inc. Mr. Roberts MOVED TO amend the caption and documents, such as Jury Instructions, that the juror will see. COURT SO NOTED. PROSPECTIVE JURORS PRESENT: Prospective jurors SWORN. OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding jury selection and multiple proposed juror panels between today and tomorrow. PROSPECTIVE JURORS PRESENT: Voir Dire. OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding defense's request to have a second court recorder present for the duration of the trial. COURT ORDERED, for appeal purposes, Ms. Burgener's transcript WILL BE the Court's official transcript. PROSPECTIVE JURORS PRESENT: Continued Voir Dire. COURT ORDERED, prospective jurors to RETURN on March 15, 2022 at 12:30 PM. Court adjourned for the day; to resume March 15, 2022 at 9:30 AM. JURY TRIAL CONTINUED TO: 03/15/22 09:30 AM CLERK'S NOTE: These Minutes were amended to correct the hearing type in its caption.//pb/3/16/22.;

05/17/2022 **CANCELED Motion for Judgment (9:00 AM)** (Judicial Officer: Krall, Nadia)
Vacated
Motion for Judgment as a Matter of Law - Covered Service

05/25/2022  **Minute Order (3:00 AM)** (Judicial Officer: Krall, Nadia)

Minute Order - No Hearing Held;
Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Plaintiff's Verified Memorandum of Costs and Disbursements filed on 4/19/2022; Defendant's Motion to Retax Costs filed on 4/22/2022; Plaintiff's Opposition to Defendant's Motion to Retax Costs filed on 5/6/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT ORDERED, Defendant's Motion to Retax Costs filed on 4/22/2022 is GRANTED IN PART and DENIED IN PART. Defendant's Motion to Retax is GRANTED consistent with Plaintiff's Opposition and is DENIED as to all other aspects. COURT FURTHER ORDERED, counsel

CASE SUMMARY**CASE NO. A-19-788630-C**

for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings. COURT FURTHER ORDERED Defendant's Motion to Retax Costs filed on 4/22/2022 and scheduled for hearing on 6/1/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/5/25/22.;

06/01/2022

CANCELED Motion to Retax (9:00 AM) (Judicial Officer: Krall, Nadia)*Vacated**Defendant's Motion to Retax Costs*

07/07/2022

**Minute Order** (3:00 AM) (Judicial Officer: Krall, Nadia)

Minute Order - No Hearing Held;

Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same." COURT FURTHER NOTES as of 7/5/2022 no opposition to Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 has been filed. COURT ORDERED, Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42. COURT FURTHER ORDERED, counsel for Defendant Sierra Health and Life Insurance Company, Inc. to draft and submit a proposed order to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 and scheduled for hearing on 7/12/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/7/7/22.;

07/12/2022

CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Krall, Nadia)*Vacated**Motion to Associate Counsel (Thomas H. Dupree, Jr.)*

08/11/2022

**Minute Order** (3:00 AM) (Judicial Officer: Krall, Nadia)

Minute Order - No Hearing Held; Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq.

Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same." COURT FURTHER NOTES as of 8/11/2022 no opposition to Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 has been filed. COURT ORDERED,

CASE SUMMARY**CASE NO. A-19-788630-C**

Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42. COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 and scheduled for hearing on 8/30/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve./pb/8/11/22.;

08/11/2022

**Minute Order (3:00 AM) (Judicial Officer: Krall, Nadia)**

Minute Order - No Hearing Held; Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same." COURT FURTHER NOTES as of 8/11/2022 no opposition to Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 has been filed. COURT ORDERED, Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42. COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 and scheduled for hearing on 8/30/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve./pb/8/11/22.;

08/15/2022

**Minute Order (3:00 AM) (Judicial Officer: Krall, Nadia)**

Minute Order - No Hearing Held; Defendant's Renewed Motion for Judgment as a Matter of Law

Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022; Plaintiff's Opposition to Defendant's Renewed Motion for Judgment as a Matter of Law filed on 6/29/2022; and Defendant's Reply in Support of its Renewed Judgment as a Matter of Law filed on 7/20/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 is DENIED pursuant to M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd., 124 Nev. 901 (2008); Harrah's Las Vegas, LLC v. Muckridge, 473 P.3d 1020 (Nev. 2020); Broussard v. Hill, 100 Nev. 325 (1984); Ainsworth v. Combined Ins. Co. of Am., 104 Nev. 587 (1988); Albert v. H. Wohlers & Co. v. Bartgis, 114 Nev. 1249 (1998); Allstate Ins. Co. v. Miller, 125 Nev. 300 (2009); Guar. Nat. Ins. Co. v. Potter, 112 Nev. 199 (1996); Powers v. United Servs. Auto Ass'n, 114 Nev. 690 (1998); Century Sur. Co. v. Casino W., Inc., 130 Nev. 395 (2014); Powell v. Liberty Mut. Fire Ins. Co., 127 Nev. 156 (2011); Holcomb v. Georgia Pac., LLC, 128 Nev. 614 (2012); NRS 51.005; Countrywide Home Loans, Inc. v. Thitchener, 124 Nev. 725 (2008); Ainsworth v. Combined Ins. Co. of America, 104 Nev. 587 (1988); United Fire Ins. Co. v. McClelland, 105 Nev. 504 (1989); First Interstate Bank v. Jafros Auto Body, 106 Nev. 54 (1990); and Wreth v. Rowatt, 126 Nev. 446 (2010). COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-788630-C

(14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings. COURT FURTHER ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve./pb/8/15/22.;

08/15/2022



Minute Order (3:00 AM) (Judicial Officer: Krall, Nadia)

Minute Order - No Hearing Held; Defendant's Motion for a New Trial or Remittitur
Journal Entry Details:

NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding. Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it. Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022; Plaintiff's Opposition to Defendant's Motion for a New Trial or Remittitur filed on 6/29/2022; Defendant's Reply in Support of Its Motion for a New Trial or Remittitur filed on 7/20/2022; and Defendant's Motion for Leave to File Supplemental Authority in Support of its Motion for a New Trial or Remittitur filed on 8/10/2022. The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file. COURT ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 is DENIED pursuant to *Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. 243 (2010); NRCP 59(a)(1)(B) & (F); *Wyeth v. Rowatt*, 126 Nev. 446 (2010); *Bayerische Motoren Werke Aktiengesellschaft v. Roth*, 127 Nev. 122 (2011); *Grosjean v. Imperial Palace*, 125 Nev. 349 (2009); *Cox v. Copperfield*, 138 Nev. Adv. Op. 27 (2022); *Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev. 261 (2017); *Lioco v. Cohen*, 124 Nev. 1 (2008); *Ringle v. Bruton*, 120 Nev. 82 (2004); *Walker v. State*, 78 Nev. 463 (1962); *Born v. Eisenman*, 114 Nev. 854 (1998); *Satackiewicz v. Nissan Motor Corp. in U.S.A.*, 100 Nev. 443 (1983); *Guaranty Nat. Ins. Co. v. Potter*, 112 Nev. 199 (1996); *Automatic Merchandisers, Inc. v. Ward*, 98 Nev. 282 (1982); *Hernandez v. City of Salt Lake*, 100 Nev. 504 (1984); *Dejesus v. Flick*, 116 Nev. 812 (2000); *Wells, Inc. v. Shoemaker*, 64 Nev. 57 (1947); *Nevada Independent Broadcasting Corporation v. Allen*, 99 Nev. 404 (1983); *Quintero v. McDonald*, 116 Nev. 1181 (2000); *Barmettler v. Reno, Air, Inc.*, 114 Nev. 441 (1998); *State v. Eaton*, 101 Nev. 705 (1985); *State v. Eaton*, 101 Nev. 705 (1985); *Jacobson v. Manfredi*, 100 Nev. 226 (1984); *BMW of N. Am. Inc. v. Gore*, 517 U.S. 559 (1996); *State Farm Mut. Aut. Ins. Co. v. Campbell*, 538 U.S. 408 (2003); *TXO Prod. Corp. v. Alliance Res. Corp.*, 509 U.S. 443 (1993); *Merrick v. Paul Revere Life Ins. Co.*, 594 F.Supp.2d 1168 (Nev. Dis. 2008); and *Campbell v. State Farm. Mut. Auto Ins. Co.*, 98 P.3d 409 (Utah 2004). COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter. COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings. COURT FURTHER ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve./pb/8/15/22.;

08/17/2022

CANCELED Motion for Judgment (9:00 AM) (Judicial Officer: Krall, Nadia)
Vacated
Defendants' Renewed Motion for Judgment as a Matter of Law

08/17/2022

CANCELED Motion for New Trial (9:00 AM) (Judicial Officer: Krall, Nadia)
Vacated
Defendants' Motion for a New Trial or Remittitur

08/30/2022

CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Krall, Nadia)
Vacated
Plaintiff's Motion to Associate Counsel

08/30/2022

CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Krall, Nadia)
Vacated
Plaintiff's Motion to Associate Counsel - Matthew W.H. Wessler

DATE

FINANCIAL INFORMATION

CASE SUMMARY**CASE NO. A-19-788630-C****Defendant** United Healthcare, Inc

Total Charges 3.50

Total Payments and Credits 3.50

Balance Due as of 9/16/2022 0.00**Defendant** Sierra Health and Life Insurance Company Inc

Total Charges 3,554.50

Total Payments and Credits 3,554.50

Balance Due as of 9/16/2022 0.00**Special Administrator** Eskew, Sandra L

Total Charges 560.00

Total Payments and Credits 560.00

Balance Due as of 9/16/2022 0.00**Defendant** Sierra Health and Life Insurance Company IncAppeal Bond Balance as of 9/16/2022 **500.00**

DISTRICT COURT CIVIL COVER SHEET

A-19-788630-C

Clark County, Nevada

Case No. _____

Department 14

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Sandra L. Eskew, individually and as Special Administrator of the Estate of William George Eskew, Tyler Eskew, and William G. Eskew, Jr.	Defendant(s) (name/address/phone): Sierra Health and Life Insurance Company, Inc.
Attorney (name/address/phone): Matthew L. Sharp, Esq. 432 Ridge Street Reno, NV 89501 (775) 321-1500	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input checked="" type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

February 1, 2019

Date

/s/ Matthew L. Sharp

Signature of initiating party or representative

See other side for family-related case filings.

Heather S. Smith

CLERK OF THE COURT

JUV

MATTHEW L. SHARP, ESQ.

Nevada State Bar #4746

Matthew L. Sharp, Ltd.

432 Ridge St.

Reno, NV 89501

(775) 324-1500

matt@mattsharpplaw.com

Doug Terry, Esq.

Admitted PHV

DOUG TERRY LAW, PLLC.

200 E. 10th St. Plaza, Ste. 200

Edmond, OK 73013

(405) 463-6362

doug@dougterrylaw.com

Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

JUDGMENT UPON THE JURY VERDICT

THIS MATTER came for trial by jury from March 14, 2022 through April 5, 2022. Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of William George Eskew, appeared in person and by and through her counsel Matthew L Sharp, Esq. and Douglas Terry, Esq. Defendant Sierra Health and Life Insurance Company appeared in person and by and through its counsel, Lee Roberts, Esq., Ryan Gormley, Esq., and Phillip Smith, Esq., of the law firm of Weinberg, Wheeler, Hudgins, Gunn, & Dial, LLC. Testimony was taken. Evidence was admitted. Counsel argued the merits of the case. Pursuant to NRS 42.005(3), the trial was held in two phases.

1 On April 4, 2022, in phase one, the jury unanimously rendered a verdict for Plaintiff Sandra
2 L. Eskew as Special Administrator of the Estate of William George Eskew and against Defendant
3 Sierra Health and Life Insurance Company and awarded compensatory damages in the amount of
4 \$40,000,000. The jury unanimously found grounds to award punitive damages.

5 Phase two for punitive damages was held on April 5, 2022. The jury unanimously rendered a
6 verdict for Plaintiff Sandra L. Eskew as Special Administrator of the Estate of William George
7 Eskew and against Defendant Sierra Health and Life Insurance Company and awarded punitive
8 damages in the amount of \$160,000,000.

9 Pursuant to NRS 17.130, Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of
10 William George Eskew, is entitled prejudgment interest of \$6,363,287.67 for past compensatory
11 damages awarded of \$40,000,000, from April 9, 2019 through entry of judgment of April 18, 2022,
12 based upon a pre-judgment interest rate of 5.25 percent.¹

13 IT IS SO ORDERED AND ADJUDGED that Plaintiff Sandra L. Eskew, as Special
14 Administrator of the Estate of William Georg Eskew, be given and granted judgment against
15 Defendant Sierra Health and Life Insurance Company in the total amount of \$206,363,287.67, plus
16 taxable costs as determined by this Court, all to bear interest as provided by NRS 17.130(2) from the
17 date of entry of judgment until paid in full.

18 DATED this __ day of April 2022.

19 Dated this 18th day of April, 2022

20 

21 _____
DISTRICT COURT JUDGE

22 53A 8A7 E0AC A706

23 Nadia Krall

24 District Court Judge

25
26
27 ¹ <https://www.washoecourts.com/toprequests/interestrates>. The pre-judgment interest rate is 5.25
28 percent. \$40,000,000 times 5.25 percent and divided by 365 days equals a daily rate of interest of
\$5,753.42. April 9, 2019 through April 18, 2022 is 1106 days for \$6,363,287.67.

1 **CSERV**

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

5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 4/18/2022

16 Audra Bonney

abonney@wwhgd.com

17 Cindy Bowman

cbowman@wwhgd.com

18 D. Lee Roberts

lroberts@wwhgd.com

19 Raiza Anne Torrenueva

rtorrenueva@wwhgd.com

20 Matthew Sharp

matt@mattsharplaw.com

21 Cristin Sharp

cristin@mattsharplaw.com

22 Ryan Gormley

rgormley@wwhgd.com

23 Flor Gonzalez-Pacheco

FGonzalez-Pacheco@wwhgd.com

24 Kelly Gaez

kgaez@wwhgd.com

25 Suzy Thompson

suzy@mattsharplaw.com

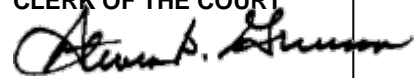
26 Marjan Hajimirzaee

mhajimirzaee@wwhgd.com

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Maxine Rosenberg	Mrosenberg@wwhgd.com
Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com



NJUD
MATTHEW L. SHARP, ESQ.
Nevada State Bar #4746
Matthew L. Sharp, Ltd.
432 Ridge St.
Reno, NV 89501
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matt@mattsharpplaw.com

Doug Terry, Esq.
Admitted PHV
DOUG TERRY LAW, PLLC.
200 E. 10th St. Plaza, Ste. 200
Edmond, OK 73013
(405) 463-6362
doug@dougterrylaw.com

Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiffs,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

NOTICE OF ENTRY OF JUDGMENT UPON JURY VERDICT

PLEASE TAKE NOTICE that the Judgment Upon Jury Verdict was filed herein on April 18,
2022, in the above-captioned matter.

///

///

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///

///

1 A copy of the Judgment Upon Jury Verdict is attached hereto as Exhibit 1.

2 DATED this 18th day of April 2022.

3 MATTHEW L. SHARP, LTD.

4
5 /s/ Matthew L. Sharp

6 MATTHEW L. SHARP, ESQ.

7 Nevada Bar No. 4746

8 432 Ridge Street

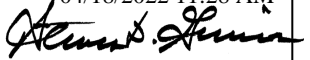
9 Reno NV 89501

(775) 324-1500

matt@mattsharplaw.com

Attorneys for Plaintiffs

EXHIBIT 1


CLERK OF THE COURT

JUV

MATTHEW L. SHARP, ESQ.

Nevada State Bar #4746

Matthew L. Sharp, Ltd.

432 Ridge St.

Reno, NV 89501

(775) 324-1500

matt@mattsharpplaw.com

Doug Terry, Esq.

Admitted PHV

DOUG TERRY LAW, PLLC.

200 E. 10th St. Plaza, Ste. 200

Edmond, OK 73013

(405) 463-6362

doug@dougterrylaw.com

Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

JUDGMENT UPON THE JURY VERDICT

THIS MATTER came for trial by jury from March 14, 2022 through April 5, 2022. Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of William George Eskew, appeared in person and by and through her counsel Matthew L Sharp, Esq. and Douglas Terry, Esq. Defendant Sierra Health and Life Insurance Company appeared in person and by and through its counsel, Lee Roberts, Esq., Ryan Gormley, Esq., and Phillip Smith, Esq., of the law firm of Weinberg, Wheeler, Hudgins, Gunn, & Dial, LLC. Testimony was taken. Evidence was admitted. Counsel argued the merits of the case. Pursuant to NRS 42.005(3), the trial was held in two phases.

1 On April 4, 2022, in phase one, the jury unanimously rendered a verdict for Plaintiff Sandra
2 L. Eskew as Special Administrator of the Estate of William George Eskew and against Defendant
3 Sierra Health and Life Insurance Company and awarded compensatory damages in the amount of
4 \$40,000,000. The jury unanimously found grounds to award punitive damages.

5 Phase two for punitive damages was held on April 5, 2022. The jury unanimously rendered a
6 verdict for Plaintiff Sandra L. Eskew as Special Administrator of the Estate of William George
7 Eskew and against Defendant Sierra Health and Life Insurance Company and awarded punitive
8 damages in the amount of \$160,000,000.

9 Pursuant to NRS 17.130, Plaintiff Sandra L. Eskew, as Special Administrator of the Estate of
10 William George Eskew, is entitled prejudgment interest of \$6,363,287.67 for past compensatory
11 damages awarded of \$40,000,000, from April 9, 2019 through entry of judgment of April 18, 2022,
12 based upon a pre-judgment interest rate of 5.25 percent.¹

13 IT IS SO ORDERED AND ADJUDGED that Plaintiff Sandra L. Eskew, as Special
14 Administrator of the Estate of William Georg Eskew, be given and granted judgment against
15 Defendant Sierra Health and Life Insurance Company in the total amount of \$206,363,287.67, plus
16 taxable costs as determined by this Court, all to bear interest as provided by NRS 17.130(2) from the
17 date of entry of judgment until paid in full.

18 DATED this __ day of April 2022.

19 Dated this 18th day of April, 2022

20 

21 DISTRICT COURT JUDGE

22 53A 8A7 E0AC A706

23 Nadia Krall

24 District Court Judge

25
26
27 ¹ <https://www.washoecourts.com/toprequests/interestrates>. The pre-judgment interest rate is 5.25
28 percent. \$40,000,000 times 5.25 percent and divided by 365 days equals a daily rate of interest of
\$5,753.42. April 9, 2019 through April 18, 2022 is 1106 days for \$6,363,287.67.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/18/2022

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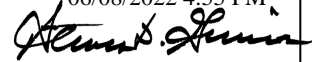
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CLERK OF THE COURT

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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANT'S MOTION TO RETAX

On April 22, 2022, Defendant filed its Motion to Retax Costs. This Court has reviewed Plaintiff's Memorandum of Costs, Defendant's Motion to Retax Costs, and Plaintiff's Opposition to Defendant's Motion to Retax Costs with a Declaration of Matthew L. Sharp in Support of Plaintiff's Memorandum of Costs. This Court grants Defendant's Motion to Retax Costs in part and denies the motion in part consistent with the modification to Plaintiff's Memorandum of Costs as set forth in Plaintiff's Opposition to Motion to Retax Costs.

I. LEGAL STANDARDS FOR MOTION TO RETAX COSTS

1. NRS 18.020(3) provides costs must be allowed to “the prevailing party against any adverse party against whom judgment is rendered...[i]n an action for the recovery of money or damages, where the plaintiff seeks to recover more than \$2,500.”

2. The prevailing party is “entitled to recover all costs as a matter of right.” *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 431, 132 P.3d 1022, 1036-37 (2006). NRS 18.005 defines the costs that are recoverable.

3. NRS 18.110(1) provides that the party seeking costs must provide a memorandum of costs setting forth the recoverable costs that have been necessarily incurred. The requirements of NRS 18.110(1) are not jurisdictional. *Eberle v. State ex rel. Redfield Trust*, 108 Nev. 587, 590, 836 P.2d 67, 69 (1992).

4. This Court has the discretion to determine the allowable costs under NRS 18.020. *Motor Coach Indus., Inc. v. Khiabani by & through Rigaud*, 137 Nev. Adv. Op. 42, 493 P.3d 1007, 1017 (2021).

5. NRS 18.005(5) governs the recovery of expert witness fees. It provides, “Reasonable fees of not more than five expert witnesses of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert’s testimony were of such necessity as to require the larger fee.” In evaluating a request for expert fees over \$1,500 per witness, this Court should “carefully evaluate a request for excess fees.” *Motor Coach Indus. v. Khiabani*, 492 P.3d at 1017. This Court should recognize the importance of expert witnesses and consider the factors set forth in *Frazier v. Drake*, 131 Nev. 632, 650-51, 357 P.3d 365, 377-78 (Ct. App. 2015). Those factors include: (1) the importance of the expert’s testimony to the case; (2) the degree that the expert aided the jury in deciding the case; (3) whether the expert’s testimony was repetitive of other experts; (4) the extent and nature of the work performed by the expert; (5) the amount of time the expert spent in court, preparing a report, and testifying at trial; (6) the expert’s area of expertise; (7) the expert’s education and training; (8) the fees charged by the expert; (9) the fees traditionally charged by the expert on related matters; (10) comparable expert fees charged in similar cases; and (11) the fees that

1 would have been charged to hire a comparable expert in Las Vegas, Nevada. *Id.* Whether a particular
2 factor is applicable depends upon the facts of the case.

3 **II. FINDINGS OF FACT**

4 1. This case proceeded to trial on March 14, 2022.

5 2. On April 4, 2022, a verdict in phase one was rendered in favor of Plaintiff.

6 3. On April 5, 2022, a verdict on phase two was rendered in favor of Plaintiff.

7 4. On April 18, 2022, this Court filed a judgment in favor of Plaintiff.

8 5. On April 18, 2022, Plaintiff filed a Notice of Entry of Judgment.

9 6. On April 19, 2022, Plaintiff filed a Memorandum of Costs with supporting documentation to
10 support each item of costs requested.

11 7. On April 22, 2022, Defendant filed its Motion to Retax Costs (“Motion”).

12 8. On May 6, 2022, Plaintiff filed its Opposition to Motion to Retax Costs (“Opposition”) with
13 the Declaration of Matthew L. Sharp in Support to Plaintiff’s Opposition to Motion to Retax Costs
14 (“Declaration”).

15 9. Defendant challenged the Memorandum of Costs on the basis that the attorneys for Plaintiff
16 did not include a sworn declaration to verify the costs. Memorandum of Costs, which was signed by
17 counsel as an officer of the Court, included the bills showing each item of costs requested were
18 incurred, and Declaration verified the Memorandum of Costs as well as addressing each item of cost
19 that Defendant sought to retax. The Memorandum of Costs, Opposition, and Declaration provided the
20 information sufficient for this Court to evaluate the reasonableness of Plaintiff’s costs.

21 10. Pursuant to NRS 18.005(1), Plaintiff submitted filings fees of \$560. The Defendants did not
22 contest the filing fees. Filing fees of \$560 were necessarily incurred in this action.

23 11. Pursuant to NRS 18.005(2), Plaintiff submitted \$24,162 for court reporter fees for depositions.
24 In its Motion, Defendant asked to re-tax costs by \$8,187.40 on basis that: (1) jury trial transcripts of
25 \$2,798.50 are not taxable; (2) \$3,230.16 for duplicate charges; and (3) video deposition charges of
26 \$1,092.20. In the Opposition, Plaintiff omitted the duplicate charges of \$3,230, and jury trial
27 transcripts charges of \$2,798.50.

1 12. Based upon Plaintiff's Opposition and Declaration, it is common practice generally in a case
2 to videotape the deposition of a witness, and it is the common practice specifically in this case to
3 videotape the deposition of a witness as evidenced, in part, that Defendant videotaped each of the
4 seven depositions it took.

5 13. Reporter fees for depositions of \$16,840.20, represented as reporter fees of \$15,748 and video
6 depositions of \$1,092.20, were necessarily incurred in this action

7 14. Pursuant to NRS 18.005(4), Plaintiff submitted jury fees and expenses of \$5,079.09. The fees
8 were not contested by Defendant. The Defendants did not contest the jury fees and expenses. The
9 jury fees and expenses of \$5,079.09 were necessarily incurred in this action.

10 15. Plaintiff submitted witness fees of \$48. The witness fees were not contested by Defendant.
11 Witness fees of \$48 were necessarily incurred in this action.

12 16. Pursuant to NRS 18.005(5), Plaintiff submitted expert witness fees of \$229,490.49. Those fees
13 were allocated as follows: (1) Dr. Andrew Chang for \$115,184.38; (2) Stephen Prater for \$105,355.06;
14 (3) Elliot Flood for \$6,888.55; and (4) Dr. Clark Jean for \$2,062.50. In its motion, Defendant asked
15 to re-tax costs for each expert as follows: (1) Dr. Andrew Chang from \$115,184.38 to between \$30,000
16 to \$58,184.38; (2) Stephen Prater from \$105,355.06 to \$64,104; (3) Elliott Flood from \$6,888.55 to
17 \$5,473.55; and (4) Dr. Clark Jean from \$2,062.50 to zero. In the Opposition, Plaintiff withdrew the
18 charges for Dr. Jean of \$2,062.50 and agreed to reduce the recovery of Mr. Flood's fee to \$5,473.55.

19 17. With respect to Dr. Chang, he is a well-qualified radiation oncologist who specializes in proton
20 beam therapy ("PBT"). Without Dr. Chang's testimony, Plaintiff could not have prevailed in this case.
21 His testimony involved a complicated subject matter and was necessary for Plaintiff to prevail on
22 liability, causation, and damages. Dr. Chang explained radiation oncology generally. Dr. Chang
23 testified about PBT. Dr. Chang testified about Mr. Eskew's condition, including the location of the
24 tumors that needed to be radiated. Dr. Chang explained why PBT was the best radiation treatment
25 available to Mr. Eskew and why IMRT posed a significant risk of injury to Mr. Eskew's esophagus.
26 Dr. Chang testified about how IMRT injured Mr. Eskew's esophagus, the development of chronic
27 esophagitis, and how that impacted Mr. Eskew.

1 18. In applying the relevant factors in *Frazier*, Dr. Chang's testimony was very important. There
2 is a high degree of certainty his testimony assisted the jury. While Dr. Liao also testified, Dr. Chang's
3 testimony was not repetitive of her testimony and dealt with different aspects of why PBT was
4 necessary for Mr. Eskew and the injuries he sustained from IMRT including the development of the
5 chronic esophagitis. The charges of \$115,184.38 were consistent with the work Dr. Chang performed.
6 Dr. Chang hourly rate \$750 per hour was consistent with Dr. Chang's standard rate and consistent
7 with what a doctor with his expertise would charge. Dr. Chang's fees were consistent with the amount
8 of work he did preparing his report, preparing for trial, and testifying at trial. PBT is not a therapy
9 offered in Las Vegas, so it was not practical to find an expert on PBT from Las Vegas. Dr. Kumar,
10 SHL's radiation oncologist and who, at one-time lived in Las Vegas, charged more than Dr. Chang at
11 \$800 per hour. Dr. Chang's total fee of \$115,184.38 was consistent with a case of this complexity
12 and consistent with Dr. Chang's qualifications, the complexity of his testimony, and the importance
13 of his testimony.

14 19. Pursuant to the relevant *Frazier* factors, Dr. Chang's expert witness fees of \$115,184.38 were
15 necessarily incurred in this action.

16 20. With respect to Mr. Prater, he was used as an expert in insurance claims handling practices.
17 Mr. Prater's testimony was necessary on the issue of liability for breach of the implied covenant of
18 good faith and fair dealing and implied malice and oppression for purposes of punitive damages.

19 21. In applying the *Frazier* factors, Mr. Prater's testimony was very important. Given the verdict,
20 the degree to which Mr. Prater assisted the jury was high. Mr. Prater has a high degree of expertise
21 with over 35 years of experience studying insurance claims practices, training insurance companies
22 on complying with industry standards and the duty of good faith and fair dealing, and years of
23 testifying experience. For 30 years, Mr. Prater taught insurance law as a professor of law at Santa
24 Clara University. Mr. Prater utilized his vast experience to explain insurance industry principals and
25 standards for fair claims handling. He utilized the facts of the case to assist in explaining Plaintiff's
26 theory of the case including how SHL violated industry standards and consciously disregarded Mr.
27 Eskew's rights. Mr. Prater explained complex concepts to the jury, including: (1) how a reasonable
28 insurer would interpret the insurance policy generally; (2) how SHL should have interpreted the policy

1 with respect to Mr. Eskew's claim; (3) how an insurer investigates and evaluates a claim generally;
2 (4) how SHL investigated and evaluated Mr. Eskew's claim; and (5) how SHL should have
3 investigated and evaluated Mr. Eskew's claim. Mr. Prater charged his customary fee of \$750 per hour
4 which was consistent with his background and expertise.

5 22. While Defendant seeks to reduce Mr. Prater's fees by 55 hours, Mr. Prater spent the time billed,
6 and the tasks for which he billed were necessary to the case. The charges reflect the time spent to
7 provide an extensive report, review of discovery materials, preparation for deposition, extensive
8 preparation for trial, and trial testimony.

9 23. Pursuant to the relevant *Frazier* factors, Mr. Prater's expert witness fee of \$105,355.06 were
10 necessarily incurred in this action.

11 24. With respect to Mr. Flood, he was retained as an insurance expert to testify about two aspects:
12 (1) the corporate relationship between United Health Group, Sierra Heath, Optum, ProHealth Proton
13 Center Management, New York Proton Management LLC, and UHG's management of the New York
14 Proton Center and the investment into the New York Proton Center; and (2) the Defendant's value
15 for purposes of punitive damages. At trial, Mr. Flood's testimony established the foundation to put
16 into evidence that, as early as 2015, United Health Group, through ProHealth Proton, invested into a
17 proton center in New York City, in part, to use PBT to treat lung cancer. In applying the *Frazier*
18 factors, Mr. Flood's testimony was important. He aided the jury in understanding the corporate
19 structure of United Health Group. New York Proton Center was an important part of Plaintiff's theory
20 in challenging the Defendant's position and credibility of its position that PBT for lung cancer was
21 unproven and not medically necessary.

22 25. In applying the relevant *Frazier* factors, Mr. Flood's charges to \$5,473.55 were necessarily
23 incurred in this action.

24 26. Pursuant to NRS 18.005(7), Plaintiff submitted process service fees of \$95. The process
25 service fees were not contested by Defendant. The process service fees of \$95 were necessarily
26 incurred in this action.

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1 27. Pursuant to NRS 18.005(8), Plaintiff submitted \$8,071 in costs for compensation for the
2 official reporter. Defendant does not contest those costs. The \$8,071 for compensation for the official
3 reporter were necessarily incurred in this action.

4 28. Pursuant to NRS 18.005(12), Plaintiff submitted photocopy costs of \$5,013.85 split out as
5 follows: (1) medical record copies of \$3,193.92; (2) in-house photocopies \$1,626 for 6,504 copies at
6 \$.25 per copy; (3) FedEx copy costs of \$193.93 for trial. Defendant asked to re-tax costs for the in-
7 house copy costs of \$1,626.

8 29. This case was extensively litigated, involved thousands of pages of documents, many expert
9 witnesses, many pretrial motions, hundreds of trial exhibits, and a 13-day trial. Plaintiff charged copy
10 costs only for those charges necessary to the preparation of the case. \$1,626 for 6,504 copies at \$.25
11 per copy is reasonable for a case of this size. In-house copying costs of \$1,626 were necessarily
12 incurred in this action.

13 30. The photocopy costs of \$5,013.85 were necessarily incurred in this action.

14 31. Pursuant to NRS 18.005(14), Plaintiff submitted postage charges of \$420.21 as: (1) United
15 States postage of \$49.84 and (2) Federal Express charge of \$370.34. The Defendant moved to re-tax
16 Federal Express charges of \$370.34.

17 32. Plaintiff utilized Federal Express charges for establishing the Estate of William Eskew and
18 charges for providing binders to this Court for the pre-trial hearings. Those charges were necessarily
19 incurred as postage or other reasonable expenses under NRS 18.005(17).

20 33. Postage expense of \$420.21 were necessarily incurred in this action.

21 34. Pursuant to NRS 18.005(17), Plaintiff sought miscellaneous expenses as follows: (1) legal
22 research of \$2,475.83; (2) runner services fees of \$211; (3) Tyler Technologies e-filing service fees of
23 \$170.80; (4) Focus Graphics for medical illustrations of \$7,510; (5) E-deposition trial technician fees
24 of \$25,614.80; (6) Empirical Jury for focus groups of \$20,000; (7) HOLO Discovery for trial copying
25 and Bates-stamping exhibits of \$2,970.29; (8) Nikki McCabe to read deposition designations of Dr.
26 Liao of \$831.36; and (3) pro hac vice fees of \$1,550. In its Motion, the Defendant contested the legal
27 research fees, the runner service fees, Focus Graphic charges, E-deposition trial technician fees, the
28 Empirical Jury's fee, and Ms. McCabe's charges.

35. The charges of \$170.80 for Tyler Technologies e-filing service fees, \$2,970.29 for HOLO Discovery and \$1,550 for pro hac vice fees were charges necessarily incurred in this action.

36. With respect to the legal research expenses, this was an insurance bad faith case that involved many legal issues including research to respond to the various pre-trial motions, prepare and review of jury instructions and address legal issues raised in trial. Plaintiff utilized the internal practices to assure the charges were for research were appropriately allocated to this case. The legal research charges of \$2,475.83 were necessarily incurred in this action.

37. With respect to the Focus Graphic charges, Focus Graphics, with the Plaintiff's attorneys and Dr. Chang, prepared demonstrative exhibits to assist in explaining why PBT was the best treatment for Mr. Eskew. Those demonstrative exhibits were used in Dr. Chang's testimony as well as in closing arguments. The demonstrative exhibits assisted the jury to understand Plaintiff's position that PBT was the best treatment for Mr. Eskew. Focus Graphic charges of \$4,335 to prepare the demonstrative exhibits were necessarily incurred in this action.

38. With respect to E-depositions' charges, E-depositions provided the courtroom technology to the Plaintiff during trial. Defendant asserts courtroom technology services is not a necessary expense. This case involved many trial exhibits. Courtroom technology services during trial are necessary as evidenced, in part, by the fact Defendant had its own person providing courtroom technology. The services of E-depositions were important to assist Plaintiff in presenting evidence to the jury and to assist the jury in understanding the evidence. The E-depositions charges of \$25,614.80 were necessarily incurred in this action.

39. With respect Empirical Jury, Plaintiff retained Empirical Jury to conduct focus groups. Defendant contests the charge on the basis that jury consulting services were not necessary. Based upon Plaintiff's Opposition, jury consulting services in a case of this nature were necessary, and Empirical Jury's charges of \$20,000 were necessarily incurred in this action.

40. With respect Nikki McCabe, she was retained to read deposition designations of Dr. Liao. Defendant asserts that her charges were not necessary. Dr. Liao was a critical witness for the Plaintiff. Ms. McCabe performed a necessary role in the case. Ms. McCabe's fee of \$831.36 was an amount necessarily incurred in this action.

1 **III. CONCLUSIONS OF LAW**

2 1. Pursuant to NRS 18.0202(3), the Plaintiff is the prevailing party.

3 2. Through the Memorandum of Costs, the Oppositions and Declaration, Plaintiff complied with
4 NRS 18.110(1) and provided the information necessary for this Court to determine the costs that were
5 necessarily incurred in this action.

6 3. Defendant's Motion was timely filed.

7 4. This Court grants Defendant's Motion as follows: (1) court reporter fees are reduced by
8 \$2,798.50 for jury trial transcripts and \$3,230.16 for duplicate court reporter charges; (2) expert
9 charges for Elliot Flood are reduced from \$6,888.55 to \$5,473.55; (3) charges for Dr. Clark Jean are
10 not allowed. In all other respects, Defendant's Motion is denied as the remaining costs challenged by
11 the Defendant were necessarily incurred in this action.

12 5. Pursuant to NRS 18.020, this Court awards Plaintiff's taxable costs of \$313,634.62 and
13 itemized as follows:

14 **1) Clerks' Fees**

15 Filing Fees and Charges Pursuant to NRS 19.0335 \$560.00

16 **2) Reporters' Fees for Depositions, including videography** \$16,840.20

17 **3) Juror fees and expenses** \$5,079.09

18 **4) Witness Fees**..... \$48.00

19 **5) Expert Witness Fees**..... \$226,012.99

20 **6) Process Service** \$95.00

21 **7) Compensation for the Official Reporter** \$8,071.00

22 **8) Photocopies** \$5,013.85

23 (1) Medical records copies (\$3,193.92)

24 (2) In-house photocopies 6,504 copies at \$.25 per copy (\$1,626)

25 (3) FedEx copy costs from trial (\$193.93)

26 **9) Postage/Federal Express**..... \$420.21

27 (1) Postage (\$49.87)

28 (2) Federal Express shipping charges (\$370.34)

10) Other Necessary and Reasonable Expenses

Legal Research..... \$2,475.83
Runner services..... \$211.00
Tyler Technologies (e-filing service fees) \$170.80
Trial Related, Jury Fees, and Support Services..... \$47,086.65
• Focus Graphics – medical illustrations (\$4,335)
• E-Depositions – trial technician (\$25,614.80)
• Empirical Jury – focus groups (\$20,100)
• HOLO Discovery – trial exhibits & bates stamping (\$2,970.29)
• Nikki McCabe – voice actress to read depo designation (\$831.36)
• Out-of-State Association and Pro Hac Vice Fees..... \$1,550.00
TOTAL COSTS \$313,634.62

DATED this _____ day of _____ 2022.

Dated this 8th day of June, 2022



DISTRICT JUDGE

939 71A 6FB3 9590

Nadia Krall

District Court Judge

Approved as to form:

WEINBERG WHEELER HUDGINS
GUNN & DIAL LLC

/s/ Ryan T. Gormley

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RE: Eskew v. Sierra

1 message

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Mon, Jun 6, 2022 at 3:07 PM

To: Matt Sharp <matt@mattsharplaw.com>, "Roberts, Lee" <LRoberts@wwhgd.com>Cc: Doug Terry <doug@dougterrylaw.com>

That is fine, you can add my e-signature on the approval as to form.

Thank you,



Ryan Gormley, Attorney

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From: Matt Sharp <matt@mattsharplaw.com>**Sent:** Monday, June 6, 2022 2:57 PM**To:** Gormley, Ryan <RGormley@wwhgd.com>; Roberts, Lee <LRoberts@wwhgd.com>**Cc:** Doug Terry <doug@dougterrylaw.com>**Subject:** Eskew v. Sierra

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Ryan,

I accepted all changes but the first change. Let me know if I have your authority to submit the order.

Thanks.

Matthew Sharp

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Past-President Nevada Justice Association
Board of Governors American Association for Justice
Leaders Forum American Association for Justice

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/8/2022

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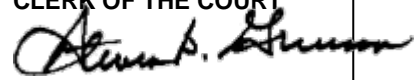
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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

**NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANT'S MOTION TO RETAX**

PLEASE TAKE NOTICE that an Order Granting in Part and Denying in Part Defendant's
Motion to Retax was filed on June 8, 2022, in the above-captioned matter.

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1 A copy of the Order is attached hereto.

2 DATED this 9th day of June 2022.

3 MATTHEW L. SHARP, LTD.

4
5
6 /s/ Matthew L. Sharp
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/s/ Suzy Thompson
An employee of Matthew L. Sharp, Ltd.

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Attorney for Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

SANDRA L. ESKEW, as Special
Administrator of the Estate of
William George Eskew,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.,

Defendant.

Case No. A-19-788630-C

Dept. No. 4

ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANT'S MOTION TO RETAX

On April 22, 2022, Defendant filed its Motion to Retax Costs. This Court has reviewed Plaintiff's Memorandum of Costs, Defendant's Motion to Retax Costs, and Plaintiff's Opposition to Defendant's Motion to Retax Costs with a Declaration of Matthew L. Sharp in Support of Plaintiff's Memorandum of Costs. This Court grants Defendant's Motion to Retax Costs in part and denies the motion in part consistent with the modification to Plaintiff's Memorandum of Costs as set forth in Plaintiff's Opposition to Motion to Retax Costs.

1 **I. LEGAL STANDARDS FOR MOTION TO RETAX COSTS**

2 1. NRS 18.020(3) provides costs must be allowed to “the prevailing party against any adverse
3 party against whom judgment is rendered...[i]n an action for the recovery of money or damages, where
4 the plaintiff seeks to recover more than \$2,500.”

5 2. The prevailing party is “entitled to recover all costs as a matter of right.” *Albios v. Horizon*
6 *Cmtys., Inc.*, 122 Nev. 409, 431, 132 P.3d 1022, 1036-37 (2006). NRS 18.005 defines the costs that
7 are recoverable.

8 3. NRS 18.110(1) provides that the party seeking costs must provide a memorandum of costs
9 setting forth the recoverable costs that have been necessarily incurred. The requirements of NRS
10 18.110(1) are not jurisdictional. *Eberle v. State ex rel. Redfield Trust*, 108 Nev. 587, 590, 836 P.2d
11 67, 69 (1992).

12 4. This Court has the discretion to determine the allowable costs under NRS 18.020. *Motor*
13 *Coach Indus., Inc. v. Khiabani by & through Rigaud*, 137 Nev. Adv. Op. 42, 493 P.3d 1007, 1017
14 (2021).

15 5. NRS 18.005(5) governs the recovery of expert witness fees. It provides, “Reasonable fees of
16 not more than five expert witnesses of not more than \$1,500 for each witness, unless the court allows
17 a larger fee after determining that the circumstances surrounding the expert’s testimony were of such
18 necessity as to require the larger fee.” In evaluating a request for expert fees over \$1,500 per witness,
19 this Court should “carefully evaluate a request for excess fees.” *Motor Coach Indus. v. Khiabani*, 492
20 P.3d at 1017. This Court should recognize the importance of expert witnesses and consider the factors
21 set forth in *Frazier v. Drake*, 131 Nev. 632, 650-51, 357 P.3d 365, 377-78 (Ct. App. 2015). Those
22 factors include: (1) the importance of the expert’s testimony to the case; (2) the degree that the expert
23 aided the jury in deciding the case; (3) whether the expert’s testimony was repetitive of other experts;
24 (4) the extent and nature of the work performed by the expert; (5) the amount of time the expert spent
25 in court, preparing a report, and testifying at trial; (6) the expert’s area of expertise; (7) the expert’s
26 education and training; (8) the fees charged by the expert; (9) the fees traditionally charged by the
27 expert on related matters; (10) comparable expert fees charged in similar cases; and (11) the fees that

1 would have been charged to hire a comparable expert in Las Vegas, Nevada. *Id.* Whether a particular
2 factor is applicable depends upon the facts of the case.

3 **II. FINDINGS OF FACT**

4 1. This case proceeded to trial on March 14, 2022.

5 2. On April 4, 2022, a verdict in phase one was rendered in favor of Plaintiff.

6 3. On April 5, 2022, a verdict on phase two was rendered in favor of Plaintiff.

7 4. On April 18, 2022, this Court filed a judgment in favor of Plaintiff.

8 5. On April 18, 2022, Plaintiff filed a Notice of Entry of Judgment.

9 6. On April 19, 2022, Plaintiff filed a Memorandum of Costs with supporting documentation to
10 support each item of costs requested.

11 7. On April 22, 2022, Defendant filed its Motion to Retax Costs (“Motion”).

12 8. On May 6, 2022, Plaintiff filed its Opposition to Motion to Retax Costs (“Opposition”) with
13 the Declaration of Matthew L. Sharp in Support to Plaintiff’s Opposition to Motion to Retax Costs
14 (“Declaration”).

15 9. Defendant challenged the Memorandum of Costs on the basis that the attorneys for Plaintiff
16 did not include a sworn declaration to verify the costs. Memorandum of Costs, which was signed by
17 counsel as an officer of the Court, included the bills showing each item of costs requested were
18 incurred, and Declaration verified the Memorandum of Costs as well as addressing each item of cost
19 that Defendant sought to retax. The Memorandum of Costs, Opposition, and Declaration provided the
20 information sufficient for this Court to evaluate the reasonableness of Plaintiff’s costs.

21 10. Pursuant to NRS 18.005(1), Plaintiff submitted filings fees of \$560. The Defendants did not
22 contest the filing fees. Filing fees of \$560 were necessarily incurred in this action.

23 11. Pursuant to NRS 18.005(2), Plaintiff submitted \$24,162 for court reporter fees for depositions.
24 In its Motion, Defendant asked to re-tax costs by \$8,187.40 on basis that: (1) jury trial transcripts of
25 \$2,798.50 are not taxable; (2) \$3,230.16 for duplicate charges; and (3) video deposition charges of
26 \$1,092.20. In the Opposition, Plaintiff omitted the duplicate charges of \$3,230, and jury trial
27 transcripts charges of \$2,798.50.

12. Based upon Plaintiff's Opposition and Declaration, it is common practice generally in a case to videotape the deposition of a witness, and it is the common practice specifically in this case to videotape the deposition of a witness as evidenced, in part, that Defendant videotaped each of the seven depositions it took.

13. Reporter fees for depositions of \$16,840.20, represented as reporter fees of \$15,748 and video depositions of \$1,092.20, were necessarily incurred in this action

14. Pursuant to NRS 18.005(4), Plaintiff submitted jury fees and expenses of \$5,079.09. The fees were not contested by Defendant. The Defendants did not contest the jury fees and expenses. The jury fees and expenses of \$5,079.09 were necessarily incurred in this action.

15. Plaintiff submitted witness fees of \$48. The witness fees were not contested by Defendant. Witness fees of \$48 were necessarily incurred in this action.

16. Pursuant to NRS 18.005(5), Plaintiff submitted expert witness fees of \$229,490.49. Those fees were allocated as follows: (1) Dr. Andrew Chang for \$115,184.38; (2) Stephen Prater for \$105,355.06; (3) Elliot Flood for \$6,888.55; and (4) Dr. Clark Jean for \$2,062.50. In its motion, Defendant asked to re-tax costs for each expert as follows: (1) Dr. Andrew Chang from \$115,184.38 to between \$30,000 to \$58,184.38; (2) Stephen Prater from \$105,355.06 to \$64,104; (3) Elliott Flood from \$6,888.55 to \$5,473.55; and (4) Dr. Clark Jean from \$2,062.50 to zero. In the Opposition, Plaintiff withdrew the charges for Dr. Jean of \$2,062.50 and agreed to reduce the recovery of Mr. Flood's fee to \$5,473.55.

17. With respect to Dr. Chang, he is a well-qualified radiation oncologist who specializes in proton beam therapy ("PBT"). Without Dr. Chang's testimony, Plaintiff could not have prevailed in this case. His testimony involved a complicated subject matter and was necessary for Plaintiff to prevail on liability, causation, and damages. Dr. Chang explained radiation oncology generally. Dr. Chang testified about PBT. Dr. Chang testified about Mr. Eskew's condition, including the location of the tumors that needed to be radiated. Dr. Chang explained why PBT was the best radiation treatment available to Mr. Eskew and why IMRT posed a significant risk of injury to Mr. Eskew's esophagus. Dr. Chang testified about how IMRT injured Mr. Eskew's esophagus, the development of chronic esophagitis, and how that impacted Mr. Eskew.

1 18. In applying the relevant factors in *Frazier*, Dr. Chang's testimony was very important. There
2 is a high degree of certainty his testimony assisted the jury. While Dr. Liao also testified, Dr. Chang's
3 testimony was not repetitive of her testimony and dealt with different aspects of why PBT was
4 necessary for Mr. Eskew and the injuries he sustained from IMRT including the development of the
5 chronic esophagitis. The charges of \$115,184.38 were consistent with the work Dr. Chang performed.
6 Dr. Chang hourly rate \$750 per hour was consistent with Dr. Chang's standard rate and consistent
7 with what a doctor with his expertise would charge. Dr. Chang's fees were consistent with the amount
8 of work he did preparing his report, preparing for trial, and testifying at trial. PBT is not a therapy
9 offered in Las Vegas, so it was not practical to find an expert on PBT from Las Vegas. Dr. Kumar,
10 SHL's radiation oncologist and who, at one-time lived in Las Vegas, charged more than Dr. Chang at
11 \$800 per hour. Dr. Chang's total fee of \$115,184.38 was consistent with a case of this complexity
12 and consistent with Dr. Chang's qualifications, the complexity of his testimony, and the importance
13 of his testimony.

14 19. Pursuant to the relevant *Frazier* factors, Dr. Chang's expert witness fees of \$115,184.38 were
15 necessarily incurred in this action.

16 20. With respect to Mr. Prater, he was used as an expert in insurance claims handling practices.
17 Mr. Prater's testimony was necessary on the issue of liability for breach of the implied covenant of
18 good faith and fair dealing and implied malice and oppression for purposes of punitive damages.

19 21. In applying the *Frazier* factors, Mr. Prater's testimony was very important. Given the verdict,
20 the degree to which Mr. Prater assisted the jury was high. Mr. Prater has a high degree of expertise
21 with over 35 years of experience studying insurance claims practices, training insurance companies
22 on complying with industry standards and the duty of good faith and fair dealing, and years of
23 testifying experience. For 30 years, Mr. Prater taught insurance law as a professor of law at Santa
24 Clara University. Mr. Prater utilized his vast experience to explain insurance industry principals and
25 standards for fair claims handling. He utilized the facts of the case to assist in explaining Plaintiff's
26 theory of the case including how SHL violated industry standards and consciously disregarded Mr.
27 Eskew's rights. Mr. Prater explained complex concepts to the jury, including: (1) how a reasonable
28 insurer would interpret the insurance policy generally; (2) how SHL should have interpreted the policy

1 with respect to Mr. Eskew's claim; (3) how an insurer investigates and evaluates a claim generally;
2 (4) how SHL investigated and evaluated Mr. Eskew's claim; and (5) how SHL should have
3 investigated and evaluated Mr. Eskew's claim. Mr. Prater charged his customary fee of \$750 per hour
4 which was consistent with his background and expertise.

5 22. While Defendant seeks to reduce Mr. Prater's fees by 55 hours, Mr. Prater spent the time billed,
6 and the tasks for which he billed were necessary to the case. The charges reflect the time spent to
7 provide an extensive report, review of discovery materials, preparation for deposition, extensive
8 preparation for trial, and trial testimony.

9 23. Pursuant to the relevant *Frazier* factors, Mr. Prater's expert witness fee of \$105,355.06 were
10 necessarily incurred in this action.

11 24. With respect to Mr. Flood, he was retained as an insurance expert to testify about two aspects:
12 (1) the corporate relationship between United Health Group, Sierra Heath, Optum, ProHealth Proton
13 Center Management, New York Proton Management LLC, and UHG's management of the New York
14 Proton Center and the investment into the New York Proton Center; and (2) the Defendant's value
15 for purposes of punitive damages. At trial, Mr. Flood's testimony established the foundation to put
16 into evidence that, as early as 2015, United Health Group, through ProHealth Proton, invested into a
17 proton center in New York City, in part, to use PBT to treat lung cancer. In applying the *Frazier*
18 factors, Mr. Flood's testimony was important. He aided the jury in understanding the corporate
19 structure of United Health Group. New York Proton Center was an important part of Plaintiff's theory
20 in challenging the Defendant's position and credibility of its position that PBT for lung cancer was
21 unproven and not medically necessary.

22 25. In applying the relevant *Frazier* factors, Mr. Flood's charges to \$5,473.55 were necessarily
23 incurred in this action.

24 26. Pursuant to NRS 18.005(7), Plaintiff submitted process service fees of \$95. The process
25 service fees were not contested by Defendant. The process service fees of \$95 were necessarily
26 incurred in this action.

27 ///

28 ///

1 27. Pursuant to NRS 18.005(8), Plaintiff submitted \$8,071 in costs for compensation for the
2 official reporter. Defendant does not contest those costs. The \$8,071 for compensation for the official
3 reporter were necessarily incurred in this action.

4 28. Pursuant to NRS 18.005(12), Plaintiff submitted photocopy costs of \$5,013.85 split out as
5 follows: (1) medical record copies of \$3,193.92; (2) in-house photocopies \$1,626 for 6,504 copies at
6 \$.25 per copy; (3) FedEx copy costs of \$193.93 for trial. Defendant asked to re-tax costs for the in-
7 house copy costs of \$1,626.

8 29. This case was extensively litigated, involved thousands of pages of documents, many expert
9 witnesses, many pretrial motions, hundreds of trial exhibits, and a 13-day trial. Plaintiff charged copy
10 costs only for those charges necessary to the preparation of the case. \$1,626 for 6,504 copies at \$.25
11 per copy is reasonable for a case of this size. In-house copying costs of \$1,626 were necessarily
12 incurred in this action.

13 30. The photocopy costs of \$5,013.85 were necessarily incurred in this action.

14 31. Pursuant to NRS 18.005(14), Plaintiff submitted postage charges of \$420.21 as: (1) United
15 States postage of \$49.84 and (2) Federal Express charge of \$370.34. The Defendant moved to re-tax
16 Federal Express charges of \$370.34.

17 32. Plaintiff utilized Federal Express charges for establishing the Estate of William Eskew and
18 charges for providing binders to this Court for the pre-trial hearings. Those charges were necessarily
19 incurred as postage or other reasonable expenses under NRS 18.005(17).

20 33. Postage expense of \$420.21 were necessarily incurred in this action.

21 34. Pursuant to NRS 18.005(17), Plaintiff sought miscellaneous expenses as follows: (1) legal
22 research of \$2,475.83; (2) runner services fees of \$211; (3) Tyler Technologies e-filing service fees of
23 \$170.80; (4) Focus Graphics for medical illustrations of \$7,510; (5) E-deposition trial technician fees
24 of \$25,614.80; (6) Empirical Jury for focus groups of \$20,000; (7) HOLO Discovery for trial copying
25 and Bates-stamping exhibits of \$2,970.29; (8) Nikki McCabe to read deposition designations of Dr.
26 Liao of \$831.36; and (3) pro hac vice fees of \$1,550. In its Motion, the Defendant contested the legal
27 research fees, the runner service fees, Focus Graphic charges, E-deposition trial technician fees, the
28 Empirical Jury's fee, and Ms. McCabe's charges.

35. The charges of \$170.80 for Tyler Technologies e-filing service fees, \$2,970.29 for HOLO Discovery and \$1,550 for pro hac vice fees were charges necessarily incurred in this action.

36. With respect to the legal research expenses, this was an insurance bad faith case that involved many legal issues including research to respond to the various pre-trial motions, prepare and review of jury instructions and address legal issues raised in trial. Plaintiff utilized the internal practices to assure the charges were for research were appropriately allocated to this case. The legal research charges of \$2,475.83 were necessarily incurred in this action.

37. With respect to the Focus Graphic charges, Focus Graphics, with the Plaintiff's attorneys and Dr. Chang, prepared demonstrative exhibits to assist in explaining why PBT was the best treatment for Mr. Eskew. Those demonstrative exhibits were used in Dr. Chang's testimony as well as in closing arguments. The demonstrative exhibits assisted the jury to understand Plaintiff's position that PBT was the best treatment for Mr. Eskew. Focus Graphic charges of \$4,335 to prepare the demonstrative exhibits were necessarily incurred in this action.

38. With respect to E-depositions' charges, E-depositions provided the courtroom technology to the Plaintiff during trial. Defendant asserts courtroom technology services is not a necessary expense. This case involved many trial exhibits. Courtroom technology services during trial are necessary as evidenced, in part, by the fact Defendant had its own person providing courtroom technology. The services of E-depositions were important to assist Plaintiff in presenting evidence to the jury and to assist the jury in understanding the evidence. The E-depositions charges of \$25,614.80 were necessarily incurred in this action.

39. With respect Empirical Jury, Plaintiff retained Empirical Jury to conduct focus groups. Defendant contests the charge on the basis that jury consulting services were not necessary. Based upon Plaintiff's Opposition, jury consulting services in a case of this nature were necessary, and Empirical Jury's charges of \$20,000 were necessarily incurred in this action.

40. With respect Nikki McCabe, she was retained to read deposition designations of Dr. Liao. Defendant asserts that her charges were not necessary. Dr. Liao was a critical witness for the Plaintiff. Ms. McCabe performed a necessary role in the case. Ms. McCabe's fee of \$831.36 was an amount necessarily incurred in this action.

1 **III. CONCLUSIONS OF LAW**

2 1. Pursuant to NRS 18.0202(3), the Plaintiff is the prevailing party.

3 2. Through the Memorandum of Costs, the Oppositions and Declaration, Plaintiff complied with
4 NRS 18.110(1) and provided the information necessary for this Court to determine the costs that were
5 necessarily incurred in this action.

6 3. Defendant's Motion was timely filed.

7 4. This Court grants Defendant's Motion as follows: (1) court reporter fees are reduced by
8 \$2,798.50 for jury trial transcripts and \$3,230.16 for duplicate court reporter charges; (2) expert
9 charges for Elliot Flood are reduced from \$6,888.55 to \$5,473.55; (3) charges for Dr. Clark Jean are
10 not allowed. In all other respects, Defendant's Motion is denied as the remaining costs challenged by
11 the Defendant were necessarily incurred in this action.

12 5. Pursuant to NRS 18.020, this Court awards Plaintiff's taxable costs of \$313,634.62 and
13 itemized as follows:

14 **1) Clerks' Fees**

15 Filing Fees and Charges Pursuant to NRS 19.0335 \$560.00

16 **2) Reporters' Fees for Depositions, including videography** \$16,840.20

17 **3) Juror fees and expenses** \$5,079.09

18 **4) Witness Fees**..... \$48.00

19 **5) Expert Witness Fees**..... \$226,012.99

20 **6) Process Service** \$95.00

21 **7) Compensation for the Official Reporter** \$8,071.00

22 **8) Photocopies** \$5,013.85

23 (1) Medical records copies (\$3,193.92)

24 (2) In-house photocopies 6,504 copies at \$.25 per copy (\$1,626)

25 (3) FedEx copy costs from trial (\$193.93)

26 **9) Postage/Federal Express**..... \$420.21

27 (1) Postage (\$49.87)

28 (2) Federal Express shipping charges (\$370.34)

10) Other Necessary and Reasonable Expenses

Legal Research \$2,475.83
Runner services \$211.00
Tyler Technologies (e-filing service fees) \$170.80
Trial Related, Jury Fees, and Support Services..... \$47,086.65
• Focus Graphics – medical illustrations (\$4,335)
• E-Depositions – trial technician (\$25,614.80)
• Empirical Jury – focus groups (\$20,100)
• HOLO Discovery – trial exhibits & bates stamping (\$2,970.29)
• Nikki McCabe – voice actress to read depo designation (\$831.36)
• Out-of-State Association and Pro Hac Vice Fees..... \$1,550.00
TOTAL COSTS \$313,634.62

DATED this _____ day of _____ 2022.

Dated this 8th day of June, 2022



DISTRICT JUDGE

939 71A 6FB3 9590

Nadia Krall

District Court Judge

Approved as to form:

WEINBERG WHEELER HUDGINS
GUNN & DIAL LLC

/s/ Ryan T. Gormley

Ryan T. Gormley, Esq.

Nevada Bar No. 13494

6385 S. Rainbow Blvd., Ste. 400

Las Vegas, NV 89118

(702) 938-3838

rgormley@wwhgd.com

Attorneys for Defendants

Matt Sharp <matt@mattsharplaw.com>

RE: Eskew v. Sierra

1 message

Gormley, Ryan <RGormley@wwhgd.com>

Mon, Jun 6, 2022 at 3:07 PM

To: Matt Sharp <matt@mattsharplaw.com>, "Roberts, Lee" <LRoberts@wwhgd.com>Cc: Doug Terry <doug@dougterrylaw.com>

That is fine, you can add my e-signature on the approval as to form.

Thank you,



Ryan Gormley, Attorney

Weinberg Wheeler Hudgins Gunn & Dial

[6385 South Rainbow Blvd.](#) | [Suite 400](#) | [Las Vegas, NV](#)
89118

D: 702.938.3813 | F: 702.938.3864

www.wwhgd.com | vCard

From: Matt Sharp <matt@mattsharplaw.com>**Sent:** Monday, June 6, 2022 2:57 PM**To:** Gormley, Ryan <RGormley@wwhgd.com>; Roberts, Lee <LRoberts@wwhgd.com>**Cc:** Doug Terry <doug@dougterrylaw.com>**Subject:** Eskew v. Sierra

This Message originated outside your organization.

Ryan,

I accepted all changes but the first change. Let me know if I have your authority to submit the order.

Thanks.

Matthew Sharp

[432 Ridge St.](#)

[Reno, NV 89501](#)

matt@mattsharplaw.com

775-324-1500

Past-President Nevada Justice Association
Board of Governors American Association for Justice
Leaders Forum American Association for Justice

The information contained in this message may contain privileged client confidential information. If you have received this message in error, please delete it and any copies immediately.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Sandra Eskew, Plaintiff(s)

CASE NO: A-19-788630-C

7 vs.

DEPT. NO. Department 4

8 Sierra Health and Life Insurance
9 Company Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 6/8/2022

15 Audra Bonney

abonney@wwhgd.com

16 Cindy Bowman

cbowman@wwhgd.com

17 D. Lee Roberts

lroberts@wwhgd.com

18 Raiza Anne Torrenueva

rtorrenueva@wwhgd.com

19 Matthew Sharp

matt@mattsharplaw.com

20 Cristin Sharp

cristin@mattsharplaw.com

21 Ryan Gormley

rgormley@wwhgd.com

22 Flor Gonzalez-Pacheco

FGonzalez-Pacheco@wwhgd.com

23 Kelly Gaez

kgaez@wwhgd.com

24 Suzy Thompson

suzy@mattsharplaw.com

25 Marjan Hajimirzaee

mhajimirzaee@wwhgd.com

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Maxine Rosenberg	Mrosenberg@wwhgd.com
Stephanie Glantz	sglantz@wwhgd.com
Douglas Terry	doug@dougterrylaw.com
Thomas Dupree	TDupree@gibsondunn.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****June 18, 2019**

A-19-788630-C

Sandra Eskew, Plaintiff(s)

vs.

Sierra Health and Life Insurance Company Inc, Defendant(s)

June 18, 2019**9:00 AM****Motion to Dismiss****HEARD BY:** Cory, Kenneth**COURTROOM:** RJC Courtroom 16A**COURT CLERK:** Michele Tucker**RECORDER:** Lisa Lizotte**REPORTER:****PARTIES****PRESENT:**

Gormley, Ryan

Attorney

Roberts, D Lee, Jr.

Attorney

Sharp, Matthew L.

Attorney

JOURNAL ENTRIES

- Mr. Roberts stated this complaint arises out of the denial of a certain type of radiation treatment, proton beam therapy. This treatment has not been proven to show a higher rate of success to justify the cost. Mr. Roberts argued NRS 471.085, and the wrongful death cause of action. The complaint does not allege the negligence act of Sierra Health caused the death of the plaintiff. The plaintiff needs to clearly allege his death was caused by Sierra Health. The bad faith claim is only as to loss of property rights/economic loss. Mr. Roberts argued plaintiff has not stated a claim or alleged plaintiff suffered any economic loss. Mr. Roberts further argued as to breach of contract. Mr. Sharp argued as to the CA rule and the Supreme Court not adopting the denial of treatment as an economic loss. Sierra Health denied the treatment without investigating this as a covered benefit. It was medically necessary and the therapy would have prolonged the plaintiff's life. Mr. Roberts argued the policy's underling rule. Mr. Gormley argued none of the allegations match up with the statute. The plaintiff failed to submit a claim under NRS 686A.310(1)(d), 1(c), 1(a), and 1(e). The plaintiff ignored the principles of the statutory interpretation and the statutes general purpose. Mr. Sharp further argued as to the insurance company denying with out doing any investigation as to the treatment. COURT ORDERED, Defendant SHL's Motion to Dismiss for Failure to State a Claim GRANTED only as to failing to confirm coverage for the proton beam therapy within a reasonable time; DENIED as to the

remaining with leave to amend. Mr. Sharp stated they would like to have an answer on file and start discovery before amending the complaint. COURT FURTHER ORDERED, Plaintiff has 20 DAYS to file an Amended Complaint and thereafter, Defendant to file an answer. Mr. Sharp to prepare the Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 15, 2019

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

**August 15, 2019 3:00 AM Motion to Associate
Counsel**

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Motion having been duly filed and served, no opposition having been filed, pursuant to EDCR 2.20 and for good cause shown, COURT ORDERED, Motion to Associate Counsel GRANTED. Plaintiff to submit a proposed Order to chambers within 10 days.

CLERK'S NOTE: A copy of this minute order was distributed via the E-Service list. / mlt

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

November 01, 2019

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

**November 01, 2019 10:00 AM Mandatory Rule 16
Conference**

HEARD BY: Cory, Kenneth **COURTROOM:** RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

PARTIES

PRESENT: Gormley, Ryan Attorney
 Roberts, D Lee, Jr. Attorney
 Sharp, Matthew L. Attorney

JOURNAL ENTRIES

- Following colloquy, COURT ORDERED, Discovery and Depositions Cut off November 30, 2020; Settlement Conference Schedule Date September 28, 2020; Deadline to Amend Pleadings, Add Parties, and Initial Expert Disclosures August 28, 2020; Rebuttal Expert Disclosures September 28, 2020; Dispositive Motions Deadline December 30, 2020; Motions In Limine Deadline March 1, 2021; Trial Dates SET.

08/19/21 9:00 AM CALENDAR CALL

09/07/21 9:00 AM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

September 01, 2021

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

September 01, 2021 9:00 AM Motion

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Sandra Matute

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT: Gormley, Ryan Attorney
 Roberts, D Lee, Jr. Attorney

JOURNAL ENTRIES

- Mr. Gromley stated he received an email from Plaintiff counsel who is unable to attend today's hearing due to scheduling issues and taking a deposition. COURT NOTED in the future parties can call the court and request a joint telephone conference, further noting the parties requested a pretrial conference after close of discovery and move trial to 2022. Court stated it is inclined to move the case to the March 2022 trial stack with the Motions in Limine 75 days prior to trial including dispositive motions. Colloquy in regards to trial stacks. COURT ORDERED, case SET on March 2022 trial stack; new trial order to issue. Mr. Gromley inquired if the discovery deadline will move with the new trial setting, and stated additional time would be appreciated. COURT FURTHER ORDERED, parties to submit Stipulation and Order and reference today's hearing, in addition to Motions in Limine and Dispositive Motion deadline 75 days prior to trial.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

January 03, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s)
	vs.
	Sierra Health and Life Insurance Company Inc, Defendant(s)

January 03, 2022 8:00 AM Minute Order

HEARD BY: Krall, Nadia **COURTROOM:** Chambers

COURT CLERK: Chad Johnson

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- For purposes of judicial economy, COURT ORDERS, all pending Motions in Limine, Motions for Summary Judgment set in this case shall be heard on February 10, 2022 at 9:00 A.M. with the following briefing schedule:

January 14, 2022: All Oppositions Due.

January 25, 2022. All Replies Due.

January 27, 2022. All Binders Due.

February 10, 2022 @ 9:00 A.M. All hearings.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Chad Johnson, to all registered parties for Odyssey File & Serve and/or served via facsimile. cj/1/3/22

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

February 10, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

February 10, 2022 9:00 AM All Pending Motions

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Jessica Mason

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT: Gormley, Ryan Attorney
 Roberts, D Lee, Jr. Attorney
 Sharp, Matthew L. Attorney
 Terry, Douglas A. Attorney

JOURNAL ENTRIES

- Matthew Sharp Esq. and Douglas Terry Esq, present on behalf of Plaintiff. Robert Lee Esq. and Ryan Gormley Esq. present for Defendant.

DEFENDANTS' MOTION IN LIMINE #1 LIMIT THE TESTIMONY OF PLAINTIFF S BAD FAITH EXPERT STEPHEN D. PRATER.

Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED IN PART.

DEFENDANT'S MOTION IN LIMINE #2 EXCLUDE EVIDENCE, Argument, and/or TESTIMONY RELATING TO THE FINANCIAL CONDITION OF NON-PARTY UNITEDHEALTH GROUP INCORPORATED.

Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Ruling DEFERRED

DEFENDANT'S MOTION IN LIMINE #3 EXCLUDE EVIDENCE, ARGUMENT, and/or

TESTIMONY RELATING TO PRE-CONTRACT COMMUNICATIONS CONCERNING COVERAGE
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #4 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO THE PREPARATION OF THE DENIAL LETTER.
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #5 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO OPINIONS FROM JUDGE SCOLA
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
GRANTED.

DEFENDANT'S MOTION IN LIMINE #6 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO THE NEW YORK PROTON CENTER
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #7 EXCLUDE CERTAIN PHOTOS
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
GRANTED IN PART.

DEFENDANT'S MOTION IN LIMINE #8 PRECLUDE ARGUMENT OR QUESTIONING
RELATING TO COMPARING TESTIMONY PREPARATION TIME WITH PRIOR
AUTHORIZATION REVIEW TIME
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #9 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO GENERALIZED PATIENT NUMBERS OR STUDIES.
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #10 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO MEDICARE COVERAGE
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
DENIED.

DEFENDANT'S MOTION IN LIMINE #11 EXCLUDE EVIDENCE, ARGUMENT, and/or
TESTIMONY RELATING TO THE PREPARATION OF THE DENIAL LETTER.
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion
GRANTED.

DEFENDANT'S MOTION IN LIMINE #12 EXCLUDE TESTIMONY FROM DR. LIAO REGARDING MATTERS OUTSIDE THE COURSE AND SCOPE OF HER TREATMENT OF ME. ESKEW
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion DENIED.

DEFENDANT'S MOTION IN LIMINE #13 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO QUESTIONING ATTEMPTING TO ALTER THE SCOPE OF THE JURY S INQUIRY
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED.

DEFENDANT'S MOTION IN LIMINE #14 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO INFLAMMATORY QUESTIONING REGARDING PERSONAL OPINIONS
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED IN PART.

DEFENDANT'S MOTION IN LIMINE #15 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO HYPOTHETICAL QUESTIONING REGARDING WHAT WOULD BE FAIRER
Arguments by counsel in regards to Motion. COURT STATED its FINDINGS and ORDERED, Motion GRANTED

DEFENDANT'S MOTION IN LIMINE #16 EXCLUDE EVIDENCE, ARGUMENT, and/or TESTIMONY RELATING TO MISLEADING WUESTIONING REGARDING THE NATURE OF INSURANCE AND PERSONAL EXPERIENCE WITH INSURANCE
Arguments by Defense Counsel in regards to Motion.

The Court noted it had a meeting and would have to continue this matter. Colloquy regarding the date and time this matter will resume. COURT ORDERED; MATTER CONTINUED.

CONTINUED TO 2/11/2022 01:00 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

February 11, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

February 11, 2022 1:00 PM All Pending Motions

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Kristin Duncan

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT: Glantz, Stephanie J. Attorney
 Gormley, Ryan Attorney
 Roberts, D Lee, Jr. Attorney
 Sharp, Matthew L. Attorney
 Terry, Douglas A. Attorney

JOURNAL ENTRIES

- Matthew Sharp, Esq. and Douglas Terry, Esq. present via Blue Jeans.

DEFENDANTS' MOTION IN LIMINE NO. 16: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO MISLEADING QUESTIONING REGARDING THE NATURE OF INSURANCE AND PERSONAL EXPERIENCE WITH INSURANCE

Arguments by counsel. COURT ORDERED the instant Motion was hereby GRANTED.

DEFENDANT'S MOTION IN LIMINE NO. 17: EXCLUDE EVIDENCE, ARGUMENT AND/OR TESTIMONY RELATING TO LITIGATION CONDUCT

Mr. Roberts argued in support of the Motion, stating that discovery issues should not be injected into

the trial, as it would be highly prejudicial. Mr. Sharp argued in opposition, stating that he did not understand the purpose of the instant Motion. COURT ORDERED the Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED IN PART as to litigation conduct, specifically what Mr. Roberts did, or did not do, during discovery; however, Plaintiff would not be precluded from arguing the facts, or the alleged unreasonableness of an expert's position; and (2) the Motion was DENIED IN PART, to the extent that the Court's ruling only applied to Mr Roberts himself.

DEFENDANTS' MOTION IN LIMINE NO. 18: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO OTHER CASES

Arguments by counsel. COURT ORDERED the instant Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED IN PART to the extent that Defendants did not raise the issues referenced in the Motion; and (2) DENIED IN PART if the Defendants opened the door on the issues; if the Defendants opened the door, Plaintiffs could address the issues.

DEFENDANTS' MOTION IN LIMINE NO. 19: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO "FINALLY DAY IN COURT" ASSERTIONS

Arguments by counsel. COURT ORDERED the instant Motion was hereby DENIED; however, the Defense would not be prevented from informing the jury that they wanted to be in court. The COURT FURTHER ORDERED that it could inform the jury that any delays getting the case to trial, were due to COVID-19, not the conduct of the parties.

DEFENDANTS' MOTION IN LIMINE NO. 20: EXCLUDE EVIDENCE, ARGUMENT, AND/OR TESTIMONY RELATING TO NEED FOR INDUSTRY CHANGE ASSERTIONS...DEFENDANTS' MOTION IN LIMINE NO. 21: PRECLUDE IMPROPER AND INFLAMMATORY "REPTILE" TACTICS AND ARGUMENTS

The Court provided its initial thoughts and inclinations regarding the instant Motions. Arguments by counsel. COURT ORDERED the parties to review the holding in Lioce vs. Cohen, and if either party violated that holding, there would be sanctions.

COURT ORDERED DEFENSE counsel to prepare the written Order(s) for Defendants' Motions in Limine.

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT RE: CLAIMS

The Court noted that the only remaining claim was the breach of covenant of good faith and fair dealing claim, and inquired whether the parties had stipulated to dismiss the other claims. Mr. Sharp answered in the affirmative. Mr. Gormley submitted to the Court's discretion. Mr. Sharp argued in opposition, stating that there were questions of fact for the jury to decide. COURT ORDERED the instant Motion was hereby DENIED IN PART as to the breach of covenant of good faith and fair dealing, and breach of contract, claims; however, the RULING WAS DEFERRED as to the unfair claims practices act, until the time of trial. COURT ORDERED that the parties would be permitted to file a new brief regarding the unfair claims practices act, if they wished.

DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT RE: DAMAGES

Mr. Gormley argued in support of the instant Motion, stating that only punitive damages remained, and there was no evidence of malice, or intention to harm. Mr. Sharp argued in opposition to the Motion. COURT ORDERED the instant Motion was hereby DENIED WITHOUT PREJUDICE with respect to punitive damages; the wrongful death damages were MOOT, pursuant to the stipulation between the parties.

DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT RE: UHC

Mr. Gormley argued in support of the instant Motion, stating that Plaintiff did not have any standing to maintain the claim against United Healthcare, Inc. (UHC). Mr. Sharp argued in opposition, stating that Plaintiffs' counsel's arguments were form over substance. COURT ORDERED the instant Motion was hereby DENIED. COURT ORDERED there was a question of fact as to the issue of personal jurisdiction.

Defense counsel to prepare the written Order(s) on all of their Motions for Summary Judgment, and forward them to opposing counsel for approval as to form and content.

PLAINTIFFS' MOTION IN LIMINE #1 RE: EVIDENCE OF APPEAL

Mr. Terry argued in support of the instant Motion, stating that it would be fair game for Plaintiffs to introduce evidence regarding why the denial was not appealed, and it would be fair for Defendants to rebut that; however, arguments regarding Mr. Eskew having a duty to file the appeal, should be prohibited. Mr. Roberts indicated that there would be no arguments regarding a duty to appeal. COURT ORDERED the instant Motion was hereby GRANTED, FINDING that parties would not be permitted to argue that there was a duty to appeal.

PLAINTIFFS' MOTION IN LIMINE #2 RE: EVIDENCE OF THE PROTON BEAM THERAPY POLICY

Mr. Sharp argued in support of the instant Motion, stating that the reasonableness of the literature in the policy was not relevant, as the issue was UHC's state of mind. Mr. Roberts argued in opposition, stating that there was a disputed question of fact regarding whether the doctor relied only upon the first two pages of the policy; however, that did not mean that the rest of the policy should be excluded. COURT ORDERED the instant Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) the Motion was GRANTED with respect to any policy not actually relied upon by UHC, or Sierra Health and Life Insurance, at the time the denial was made; and (2) the Motion was DENIED as to any policy that they did rely upon. The COURT FURTHER ORDERED that if an NRCP 30(b)(6) witness was not able to answer a question at the time of the deposition, they would not be able to answer that question at the time of trial, because they were bound by their deposition testimony.

PLAINTIFFS' MOTION IN LIMINE #3 RE: EVIDENCE NOT RELIED UPON BY UHC AT THE TIME OF THE SUBJECT CLAIM DENIAL

Mr. Sharp argued in support of the Motion. Mr. Gormley argued in opposition, stating that there was no case law supporting the relief requested in the instant Motion. COURT ORDERED the Motion was hereby GRANTED.

PLAINTIFFS' MOTION IN LIMINE #4 RE: EXPERT TESTIMONY OF DR. GARY M. OWENS

Mr. Sharp requested that the instant Motion be withdrawn. COURT ORDERED Motion WITHDRAWN.

PLAINTIFFS' MOTION IN LIMINE #5 RE: EXPERT TESTIMONY OF DR. AMITABH CHANDRA

Mr. Sharp argued in support of the instant Motion, stating that, based upon the rulings on the Motions in Limine on February 10, 2022, Dr. Chandra should be permitted to argue regarding the CMS issues. Mr. Gormley argued in opposition. COURT ORDERED the Motion was hereby DENIED.

PLAINTIFFS' MOTION IN LIMINE #6 RE: EXPERT TESTIMONY OF DR. PARVESH KUMAR

Mr. Sharp argued in support of the instant Motion, stating that Dr. Kumar provided testimony relative to the terms of the policy related to Motion in Limine #3, which would also apply to Dr. Chang; however, the remainder of the Motion would be withdrawn. COURT ORDERED the Motion was hereby GRANTED IN PART / DENIED IN PART, FINDING and ORDERING the following: (1) anything that Dr. Kumar relied upon in his report, or his testimony, that was not relied upon by UHC at the time, would not come in; however, everything else would come in; (2) the Motion was DENIED

IN PART with respect to general testimony; and (3) the Motion was GRANTED IN PART with respect to anything UHC did not rely upon when making its denial.

PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

Mr. Sharp argued in support of the Motion, stating that the issue in the instant Motion would continue through the course of the trial. Mr. Roberts submitted on the pleadings. COURT ORDERED the Motion was hereby DENIED.

PLAINTIFFS' MOTION FOR SANCTIONS

Mr. Sharp argued in support of the instant Motion, stating that UHC was aware that their policy folder existed, and the knew about the documents contained in the policy folder; however, that folder was not produced. Mr. Roberts argued in opposition, stating that he was not aware of the policy folder until recently, and Defendants would be willing to reopen discovery for the limited purpose of allowing the Plaintiffs to review the policy folder. COURT ORDERED the instant Motion was hereby DENIED, FINDING that the Motion must be denied on procedural grounds, as a Motion to Compel was not done.

PLAINTIFFS' MOTION TO SEAL EXHIBITS 18 AND 19 TO PLAINTIFF'S MOTION FOR SANCTIONS

COURT ORDERED the instant Motion was hereby GRANTED as UNOPPOSED.

Upon Court's inquiry, Mr. Sharp advised that three weeks would be needed for trial, if the punitive damages phase went forward. Mr. Roberts stated that the trial may go into a fourth week, if the punitive damages phase went forward. Colloquy regarding scheduling and exhibits. COURT ORDERED the parties to have their verdict form, jury instructions, voir dire questions, and exhibits to the Court no later than 5:00 PM on February 22, 2022.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 01, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

March 01, 2022 11:00 AM Calendar Call

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT: Gormley, Ryan Attorney
Sharp, Matthew L. Attorney
Terry, Douglas A. Attorney

JOURNAL ENTRIES

- Court confirmed trial to last four (4) weeks with three (3) days maximum for jury selection. Colloquy regarding trial schedule. Parties stipulate to having four (4) alternates on jury. At Mr. Gormley's request, Court stated if parties agree, Court will allow counsel to use jury instruction in their opening or in voir dire. Court Colloquy regarding public access to Bluejeans link. Court provided a general schedule, noting three (3) hours of testimony in the morning and three (3) hours of testimony in the afternoon. Court confirmed standard admonishment to jurors regarding social media. COURT ORDERED, firm trial SET; counsel to bring joint exhibit binders by March 7, 2022; counsel to contact I.T. regarding audiovisual information needed; counsel to submit voir dire, jury instructions, and verdict form by March 4, 2022. JEA, Ms. Everett, will e-mail counsel information regarding trial.

03/14/2022 09:00 AM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 14, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

March 14, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding changing the Joint Statement in regard to how to introduce the case to the prospective jurors; Counsel had no objection to making the introduction simple. Parties STIPULATED to the DISMISSAL of Defendant United Healthcare, Inc. Mr. Roberts MOVED TO amend the caption and documents, such as Jury Instructions, that the juror will see. COURT SO NOTED.

PROSPECTIVE JURORS PRESENT: Prospective jurors SWORN.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding jury selection and multiple proposed juror panels between today and tomorrow.

PROSPECTIVE JURORS PRESENT: Voir Dire.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding defense's request

to have a second court recorder present for the duration of the trial. COURT ORDERED, for appeal purposes, Ms. Burgener's transcript WILL BE the Court's official transcript.

PROSPECTIVE JURORS PRESENT: Continued Voir Dire.

COURT ORDERED, prospective jurors to RETURN on March 15, 2022 at 12:30 PM. Court adjourned for the day; to resume March 15, 2022 at 9:30 AM.

JURY TRIAL CONTINUED TO: 03/15/22 09:30 AM

CLERK'S NOTE: These Minutes were amended to correct the hearing type in its caption.//pb/3/16/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 15, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

March 15, 2022 9:30 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding jury selection and combining the prospective juror panels.

PROSPECTIVE JURORS PRESENT: Prospective Jurors Panel # 2 SWORN. Voir Dire. Prospective Jurors Panel # 3 SWORN. Voir Dire.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Colloquy regarding number of jurors and alternates and number of jurors needed during the peremptory challenges.

PROSPECTIVE JURORS PRESENT: Jurors Panels # 1-3 combined. Continued Voir Dire.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURORS: Record made for peremptory challenge.

JURORS PRESENT: Jury SELECTED and SWORN.

Court adjourned for the day; to resume March 16, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/16/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 16, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s)
	vs.
	Sierra Health and Life Insurance Company Inc, Defendant(s)

March 16, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

OUTSIDE THE PRESENCE OF THE JURY: Preliminary Jury Instructions settled; COURT NOTED, changes "I" to "the Court": not using the word "I" as it is not a personal opinion, rather than what the Court and the law requires. Colloquy regarding anticipated witness testimony schedule; COURT NOTED, on Tuesday, April 5, 2022 trial will only be in the afternoon, after the Court's civil calendar.

JURORS PRESENT: Parties WAIVED the reading of the pleadings. Parties INVOKED EXCLUSIONARY RULE. Court INSTRUCTED the jurors on the Agreed Preliminary Jury Instructions. Opening Statement made by Mr. Sharp. Opening Statement made by Mr. Smith. Testimony and exhibits presented. (See worksheets.)

Court adjourned for the day; to resume March 21, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/21/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 21, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s) vs. Sierra Health and Life Insurance Company Inc, Defendant(s)
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March 21, 2022

9:00 AM

Jury Trial

HEARD BY: Krall, Nadia

COURTROOM: RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.)

CONFERENCE AT THE BENCH.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Court alerted the Jury that parts of Mr. Gormely's cross-examination of Dr. Chang, regarding the line of questioning of Dr. Liao's July 1, 2018 article and the Report to the Congress, Medicare, and the Health Care Delivery System, MEDPAC, has no barring on the issue of bad faith, rather than for medical causation.

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding medical records exhibits. (See worksheet.)

JURORS PRESENT: The Court informed the Jury of the trial schedule for the remainder of the trial. Continued testimony and exhibits presented. (See worksheets.)

Court adjourned for the day; to resume March 22, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/22/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 22, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

March 22, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.)

OUTSIDE THE PRESENCE OF THE JURY: Discussions regarding witness scheduling and objections to the reading portions of Dr. Liao's deposition. Zhongxing Liao, M.D.'s December 18, 2020 Deposition PUBLISHED. (See log.)

JURORS PRESENT: Continued testimony presented. (See worksheets.)

OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts objected to the method of reading of the

deposition is handled; requested the Court instruct the reader to read the testimony as flat and neutral tone. COURT FINDS, witness's testimony is consistent with the testimony of Dr. Liao; the Court does not find that her intonation, voice, or body language is inappropriate in any manner; the Court finds it to be congruent with the testimony, and the objection is OVERRULED.

JURORS PRESENT: Continued testimony presented. (See worksheets.)

Court adjourned for the day; to resume March 23, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/23/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****March 23, 2022**

A-19-788630-C Sandra Eskew, Plaintiff(s)
 vs.
 Sierra Health and Life Insurance Company Inc, Defendant(s)

March 23, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L Gormley, Ryan Roberts, D Lee, Jr. Sharp, Matthew L. Smith, Phillip N. Terry, Douglas A.	Plaintiff Special Administrator Attorney Attorney Attorney Attorney Attorney
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JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Mr. Roberts requested to use proposed Joint Exhibit 195, page 8 for demonstrative purposes only. **COURT GRANTED**, Mr. Roberts's request.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts renewed Motion in Limine to limit expert's testimony to exclude legal conclusions. Argument from Mr. Sharp regarding industry standards. Court reminded counsel that the Court did not **DENY** the motion. Counsel stated that they would discuss objections together over the break. Mr. Roberts clarified his objection is to the word "duty" as it implies that it's a legal duty or obligation as a matter of law; has no objection to the witness

testifying to that standard of care requires or what the standard of care is. Mr. Sharp stated that he's asked Mr. Prater to refer to "industry standards". COURT SO NOTED.

JURORS PRESENT: Continued testimony. (See worksheets.) Court instructed the jury to DISREGARD any statements by the witness (Mr. Prater) regarding his opinion of medical necessity. Mr. Sharp requested the Court take judicial notice of NRS 695G.150. With no objection from Mr. Roberts, COURT ORDERED, the COURT WILL TAKE JUDICIAL NOTICE.

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding schedule of remaining witnesses. Mr. Sharp indicated that Plaintiff's Case-in Chief is anticipated to finish tomorrow.

JURORS PRESENT: Continued testimony. (See worksheets.)

Court adjourned for the day; to resume March 24, 2022 at 10:45 AM.

JURY TRIAL CONTINUED TO: 03/24/22 10:45 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****March 24, 2022**

A-19-788630-C

Sandra Eskew, Plaintiff(s)

vs.

Sierra Health and Life Insurance Company Inc, Defendant(s)

March 24, 2022**10:45 AM****Jury Trial****HEARD BY:** Krall, Nadia**COURTROOM:** RJC Courtroom 03C**COURT CLERK:** Pharan Burchfield**RECORDER:** Melissa Burgener**REPORTER:****PARTIES****PRESENT:**

Eskew, Sandra L

Plaintiff

Special Administrator

Gormley, Ryan

Attorney

Roberts, D Lee, Jr.

Attorney

Sharp, Matthew L.

Attorney

Smith, Phillip N.

Attorney

Terry, Douglas A.

Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present.

JURORS PRESENT: Continued testimony. (See worksheet.)

OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp argued Defendants' Motion in Limine # 11 on not seeking unqualified opinions; expressed concern it coming out that Mr. Eskew was a party in this lawsuit during his testimony; requested admonition that defense counsel must follow their own Motion in Limine; stated that it was not an accident. Mr. Smith responded that Motion in Limine applies to medical causation and clarified that he asked Mr. Eskew about lawsuit was justified. Court can admonish the jury the fact that Mr. Eskew is no longer a party in the litigation is due to some procedural issues, as that his mother is a party, and the jury could accept that. Mr. Sharp proposed

jury instruction tomorrow. Discussion regarding compliance with ruling on Motions in Limine regarding bringing in evidence through Ms. Eskew about Ms. Holland-Williams. COURT SO NOTED.

JURORS PRESENT: Continued testimony. (See worksheet.)

OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp argued that defense asked Mrs. Eskew about medical causation, opening the door for Plaintiff's counsel to cross. Upon Court's inquiry, Mr. Sharp clarified causation of death. Mr. Smith rebutted that Plaintiff's counsel asked at length on all three Eskew's state of mind, and defense thinks it is being embellished and needs to be accurate and truthful for the jury to award damages; it undermines creditability. Mr. Sharp argued that a line was crossed and state of mind is now at issue; lying about her belief. Upon Court's inquiry, Mr. Smith responded that Plaintiff is not being asked if IMRT killed her husband. Mr. Sharp argued that Mrs. Eskew has the right to defend herself. COURT ORDERED, Mr. Sharp will be allow to ask Plaintiff what she believed killed her husband, because defense has opened the door by asking her what killed her husband. Mr. Smith wanted to put on record that defense is not consenting to procedural turning this into a wrongful death case and Plaintiff to add a wrongful death claim. Mr. Sharp confirmed Plaintiff is not adding. COURT SO NOTED.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.)

Court adjourned for the day; to resume March 25, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/25/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 25, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s) vs. Sierra Health and Life Insurance Company Inc, Defendant(s)
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March 25, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans.

OUTSIDE THE PRESENCE OF THE JURY: Arguments from Mr. Sharp and Mr. Smith regarding upcoming anticipated testimony of Dr. Chandra, previously argued in Motion in Limine regarding his rebuttal expert report. Having ruled on this before, COURT DOES NOT FIND jury nullification in these statements of Dr. Chandra's report. COURT FINDS Plaintiff has brought up costs repeatedly, Plaintiff has brought up utilization management, and both parties have discussed it with the jury. COURT FINDS Plaintiff has asked the jury essentially to send a message to the community that the only way the insurance company is going to change is by a very large verdict, and that relates to money, so defense is allowed bring up money because Plaintiff has made money a huge part of what is allegedly driving the insurance company making these decisions. COURT FINDS with respect to

Dr. Chandra's testimony whether treatment is proven or not, he can testify based upon the foundation that will be laid by Mr. Smith of any studies that he has reviewed and his experience.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Plaintiff REST. Mr. Roberts moved for NRCP Rule 58 ruling, requested to postpone argument without the jury. COURT SO NOTED, argument will be outside the presence of the jury.

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding the order of calling witnesses due to witness availability. Mr. Sharp objected to Dr. Cohen testifying to the standard of care in 2016; excluded in Plaintiff's Motion in Limine. Mr. Roberts explained that Dr. Cohen was a treating physician of Mr. Eskew. Mr. Sharp rebutted a difference between disclosed and admissible. COURT FINDS Plaintiff opened the door during their case-in-chief. COURT ORDERED, Dr. Cohen will be allowed to testify.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.)

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding witness scheduling and timing of closing arguments.

JURORS PRESENT: Continued testimony.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Gormley argued Motion for Judgment as a Matter of Law. Argument from Mr. Sharp. COURT FINDS that there is an issue of fact whether the Defendant acted in conscious disregard of the Plaintiff's rights, preventing the granting of Defendant's motion for directed verdicts on bad faith and punitive damages. The Court bases this on the fact that the insurance policy states that therapeutic radiation was a covered service and proton therapy is a form of therapeutic radiation. COURT FINDS witnesses did testify that no one at the insurance company reviewed the insurance policy when this decision to deny coverage was made. COURT FINDS Dr. Chang clearly testified on his direct examination on the stand that within a ninety-five percent (95%) of medical probability, that the decedent Bill Eskew sustained a grade three (3) esophagitis due to the IMRT treatment. With respect the California case law preventing emotional distress when there is no accompanying economic loss, COURT FINDS those cases to be distinguishable, as because here, Plaintiff has alleged that Bill Eskew suffered physical injury and related emotional injury. On those bases, COURT ORDERED, Motions for Directed Verdict (Motion for Judgment as a Matter of Law) DENIED.

Court adjourned for the day; to resume March 28, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/28/22 09:00 AM

CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only.//pb/4/15/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****March 28, 2022**

A-19-788630-C

Sandra Eskew, Plaintiff(s)

vs.

Sierra Health and Life Insurance Company Inc, Defendant(s)

March 28, 2022**9:00 AM****Jury Trial****HEARD BY:** Krall, Nadia**COURTROOM:** RJC Courtroom 03C**COURT CLERK:** Pharan Burchfield**RECORDER:** Melissa Burgener**REPORTER:****PARTIES****PRESENT:**

Eskew, Sandra L

Plaintiff

Special Administrator

Roberts, D Lee, Jr.

Attorney

Sharp, Matthew L.

Attorney

Smith, Phillip N.

Attorney

Terry, Douglas A.

Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans.

JURORS PRESENT: Continued testimony. (See worksheet.) Mr. Sharp moved for the Court to take judicial notice of NRS 686A.310. COURT ORDERED, the Court will take JUDICIAL NOTICE of NRS 686A.310. Mr. Sharp asked for the Court to take judicial notice of NAC 686A.660. COURT FURTHERED ORDERED, the Court will take JUDICIAL NOTICE of NAC 686A.660. Mr. Sharp sought judicial notice of NAC 686A.675 from the Court. COURT FURTHERED ORDERED, the Court will take JUDICIAL NOTICE of NAC 686A.675.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp alerted the Court that witness has notes at the stand; requested to review said notes. With no objection from Mr. Roberts, COURT SO NOTED. Colloquy regarding remaining witness testimony scheduling.

JURORS PRESENT: Continued testimony.

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding tomorrow's start time to accommodate rulings on counsel's objections regarding a deposition to be played in court and clarification on motion in limine ruling regarding witness testimony. COURT ORDERED, counsel to arrive at 8:30 AM.

Court adjourned for the day; to resume March 29, 2022 at 8:30 AM.

JURY TRIAL CONTINUED TO: 03/29/22 08:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****March 29, 2022**

A-19-788630-C Sandra Eskew, Plaintiff(s)
 vs.
 Sierra Health and Life Insurance Company Inc, Defendant(s)

March 29, 2022 8:30 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Terry informed the Court that parties are working with I.T. regarding displays for the jury. Mr. Terry prefaced the Court that parties have been discussing Dr. Kumar's upcoming testimony and potential gray area, due to complexity, of topics and questions allowed to be asked in compliance with the Court's ruling on Motion in Limine. Mr. Roberts argued that Dr. Kumar's purpose as a witness is to testify to causation; believed that Dr. Chang's testimony had opened the door. COURT NOTED that Plaintiff has open the door.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.)

OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts updated the Court on the proposed trial schedule regarding remaining witness testimony, video-taped deposition, and deposition to be read to the jury. Mr. Sharp suggested arguing the proposed jury instructions and verdict form tomorrow afternoon. COURT SO NOTED. Parties stipulate to exhibits. (See worksheet.) Mr. Roberts preluded to his intent to request judicial notice of additional Nevada statutes.

JURORS PRESENT: Continued testimony. (See worksheet.) Lou Ann Amogawin's July 28, 2020 Deposition PUBLISHED. (See log.)

OUTSIDE THE PRESENCE OF THE JURY: Mr. Smith requested that the Court explain that the questions being read from Ms. Amogawin's deposition were asked by Plaintiff's counsel, even though Mr. Smith is the one asking them now. With no objection from Plaintiff's counsel, COURT SO NOTED. Counsel argued two objections regarding the reading of Ms. Amogawin's deposition. With no foundation for these questions, COURT ORDERED, objections SUSTAINED.

JURORS PRESENT: Continued testimony. (See worksheet.) Court expressed that witness testimony will wrap up tomorrow afternoon and counsel will make their closing arguments on Monday, April 4, 2022.

Court adjourned for the day; to resume March 30, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 03/30/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

March 30, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

March 30, 2022 9:00 AM Jury Trial

HEARD BY: Krall, Nadia **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. Mr. Gormley present via BlueJeans.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp alerted the Court of issues with portions of Ms. Sweet's deposition and upcoming witness testimony; informed the Court that Ms. Sweet was presented as a NRCP 30(b)(6) representative and instructed to not answer questions about her communications with employees in preparation of her deposition regarding appeals and utilization management audits; stated attorney-client privilege for the objection at the time of the deposition. Mr. Roberts confirmed Ms. Sweet will not testify to appeals. Mr. Sharp argued that defense cannot use attorney-client privilege as the sword and the shield; and requested any objections made during upcoming testimony be discussed outside the presence of the jury. Mr. Roberts rebutted that Plaintiff did not seek a motion to compel to get the information and clarified that Ms. Sweet is not testifying as

a NRCP 30(b)(6) representative or what she learned in her investigation. COURT ORDERED, Ms. Sweet is not going to be able to testify as to anything she relied upon in discussing with other people at the deposition; Ms. Sweet cannot testify to it at the time of trial; and Ms. Sweet can only testify if she does not have personal knowledge. Mr. Roberts requested a few minutes to confer with Ms. Sweet. COURT SO NOTED.

JURORS PRESENT: Continued testimony and exhibits presented. (See worksheets.) Mr. Roberts reminded the Court of his intention to move for judicial review; and requested outside the presence of the jury. COURT SO NOTED. Defense REST.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Sharp moved for a Rule 50 judgment on the first element. To make the record clear, counsel moved to publish the depositions of Mr. Palmer, Ms. Amogawin, and Dr. Liao. COURT ORDERED, all three (3) GRANTED. Matthew Palmer's October 22, 2021 Deposition and disc of played portion PUBLISHED. (See log.)

Mr. Sharp argued his Motion for Judgment on the First Element as the insurance company did not relay on the insurance policy for its denial. Mr. Roberts argued procedure was unproven and not medically necessary as the reason for the denial in the insurance contract. Mr. Sharp rebutted that there was no consideration. COURT ORDERED, Motion for Judgment as a Matter of Law - Covered Service DENIED.

Jury Instructions and Verdict Forms SETTLED.

Mr. Roberts requested that the Court take judicial notice of NRS 695G.055, NRS 695G.040, NRS 695G.053, and NRS 695G.110. With no objection from Mr. Sharp, COURT ORDERED, the Court will take JUDICIAL NOTICE of NRS NRS 695G.040, NRS 695G.053, and NRS 695G.110.

Court adjourned for the day; to resume April 4, 2022 at 9:00 AM.

JURY TRIAL CONTINUED TO: 04/04/22 09:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

April 04, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

April 04, 2022

9:00 AM

Jury Trial

HEARD BY: Krall, Nadia

COURTROOM: RJC Courtroom 03C

COURT CLERK: Pharan Burchfield

RECORDER: Melissa Burgener

REPORTER:

PARTIES

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. Glen Stevens, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present. David Crump, as a representative of Defendant Sierra Health and Life Insurance Company Inc., also present via BlueJeans. Mr. Gormley present via BlueJeans.

JURY PRESENT: Court instructed the jury. Closing argument by Mr. Sharp.

OUTSIDE THE PRESENCE OF THE JURY: Mr. Roberts requested a supplemental jury instruction to curate an inaccurate argument of the law made by Mr. Sharp. Mr. Sharp responded that was not his intent to mislead the jury and argued that a curative instruction would punish him and his integrity; suggested being able to clarify to the jury. Mr. Roberts stated that would be satisfied. COURT SO NOTED.

JURY PRESENT: Mr. Sharp continued closing argument; closing argument by Mr. Roberts; and rebuttal argument by Mr. Terry. Marshal and Law Clerk SWORN. At the hour of 03:41 PM, the jury retired to deliberate. Court thanked and excused the alternates. At the hour of 04:57 PM, the jury returned with a verdict in favor of Plaintiff. Jury polled.

OUTSIDE THE PRESENCE OF THE JURY: Colloquy regarding remaining trial schedule and punitive damages phase of trial.

Court adjourned for the evening; trial to resume with punitive damages phase on April 5, 2022 at 1:00 PM.

JURY TRIAL CONTINUED TO: 04/05/2022 01:00 PM

CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only.//pb/4/15/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort**COURT MINUTES****April 05, 2022**

A-19-788630-C Sandra Eskew, Plaintiff(s)
 vs.
 Sierra Health and Life Insurance Company Inc, Defendant(s)

April 05, 2022**1:00 PM****Jury Trial****HEARD BY:** Krall, Nadia**COURTROOM:** RJC Courtroom 03C**COURT CLERK:** Pharan Burchfield**RECORDER:** Melissa Burgener**REPORTER:****PARTIES**

PRESENT:	Eskew, Sandra L	Plaintiff
		Special Administrator
	Gormley, Ryan	Attorney
	Roberts, D Lee, Jr.	Attorney
	Sharp, Matthew L.	Attorney
	Smith, Phillip N.	Attorney
	Terry, Douglas A.	Attorney

JOURNAL ENTRIES

- All parties present as before. Glen Stevens and David Crump, as a representatives of Defendant Sierra Health and Life Insurance Company Inc., also present via BlueJeans.

OUTSIDE THE PRESENCE OF THE JURY: Discussion of the Jury Instructions For Phase 2 (Punitive Damages Phase). Parties stipulated to the net worth of Defendant Sierra Health and Life Insurance Company, Inc. Mr. Roberts requested jury clarify the 04/04/2022 Verdict and whether or not that included punitive damages; Mr. Sharp discussed the Wyatt case and stated would create potential error of the record; Mr. Roberts indicated plans to move for a new trial or mistrial. COURT ORDERED, that the parties meet and come up a proposed jury instruction, based on Mr. Sharp inclination during voir dire of asking the panel from between 15 million and 50 million and on Mr. Terry asking for 30 million. Counsel made objection to the instruction. Jury Instructions For Phase 2 (Punitive Damages Phase) SETTLED.

JURY PRESENT: Plaintiff REST. Witnesses RECALLED, SWORN and TESTIFIED (See Worksheet.). Defense REST. Court instructed the jury on phase 2 (punitive damages). Arguments by Mr. Terry and Mr. Roberts. Mr. Roberts requested that the Court take judicial notice that pursuant to Administration Order 21-4 as modified by General Order 22-04, Mr. Crump, representative for Defendant Sierra Health and Life Insurance Company Inc. has been present via BlueJeans. With no objection from Mr. Terry, COURT ORDERED, the Court will take JUDICIAL NOTICE that the company representative has been listening to this proceeding via audio; even though the jury cannot see it, he has been present. Marshal and JEA SWORN. At the hour of 03:25 PM, the jury retired to deliberate. Court thanked and excused the alternates. At the hour of 04:07 PM, the jury returned with a verdict in favor of Plaintiff for punitive damages. Jury polled. Court thanked and excused the jury.

CLERK'S NOTE: Minutes amended on April 15, 2022 for formatting purposes only.//pb/4/15/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

May 25, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

May 25, 2022 3:00 AM Minute Order

HEARD BY: Krall, Nadia **COURTROOM:** Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Plaintiff's Verified Memorandum of Costs and Disbursements filed on 4/19/2022; Defendant's Motion to Retax Costs filed on 4/22/2022; Plaintiff's Opposition to Defendant's Motion to Retax Costs filed on 5/6/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT ORDERED, Defendant's Motion to Retax Costs filed on 4/22/2022 is GRANTED IN PART and DENIED IN PART. Defendant's Motion to Retax is GRANTED consistent with Plaintiff's Opposition and is DENIED as to all other aspects.

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review

and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings.

COURT FURTHER ORDERED Defendant's Motion to Retax Costs filed on 4/22/2022 and scheduled for hearing on 6/1/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/5/25/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

July 07, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s)
	vs.
	Sierra Health and Life Insurance Company Inc, Defendant(s)

July 07, 2022

3:00 AM

Minute Order

HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same."

COURT FURTHER NOTES as of 7/5/2022 no opposition to Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 has been filed.

COURT ORDERED, Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42.

COURT FURTHER ORDERED, counsel for Defendant Sierra Health and Life Insurance Company, Inc. to draft and submit a proposed order to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, Defendant's Motion to Associate Counsel Thomas H. Dupree, Jr. filed on 6/6/2022 and scheduled for hearing on 7/12/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/7/7/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 11, 2022

A-19-788630-C

Sandra Eskew, Plaintiff(s)

vs.

Sierra Health and Life Insurance Company Inc, Defendant(s)

August 11, 2022

3:00 AM

Minute Order

**Plaintiff's Motion to
Associate Counsel
Matthew W.H.
Wessler, Esq.**

HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be

construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same."

COURT FURTHER NOTES as of 8/11/2022 no opposition to Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 has been filed.

COURT ORDERED, Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42.

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, Plaintiff's Motion to Associate Counsel Matthew W.H. Wessler, Esq. filed on 7/28/2022 and scheduled for hearing on 8/30/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/11/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 11, 2022

A-19-788630-C Sandra Eskew, Plaintiff(s)
vs.
Sierra Health and Life Insurance Company Inc, Defendant(s)

**August 11, 2022 3:00 AM Minute Order Plaintiff's Motion to
Associate Counsel
Depak Gupta, Esq.**

HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT NOTES Eighth Judicial District Court Rule 2.20(e) states: "Within 14 days after the service of the motion, and 5 days after service of any joinder to the motion, the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied. Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting

the same."

COURT FURTHER NOTES as of 8/11/2022 no opposition to Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 has been filed.

COURT ORDERED, Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 is GRANTED pursuant to Eighth Judicial District Court Rule 2.20(e) and Nevada Supreme Court Rule 42.

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, Plaintiff's Motion to Associate Counsel Depak Gupta, Esq. filed on 7/21/2022 and scheduled for hearing on 8/30/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/11/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 15, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s) vs. Sierra Health and Life Insurance Company Inc, Defendant(s)
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August 15, 2022	3:00 AM	Minute Order	Defendant's Renewed Motion for Judgment as a Matter of Law
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HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022; Plaintiff's Opposition to Defendant's Renewed Motion for Judgment as a Matter of Law filed on 6/29/2022; and Defendant's Reply in Support of its Renewed Judgment as a Matter of Law filed on 7/20/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 is DENIED pursuant to M.C. Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd., 124 Nev. 901 (2008); Harrah's Las Vegas, LLC v. Muckridge, 473 P.3d 1020 (Nev. 2020);

Broussard v. Hill, 100 Nev. 325 (1984); Ainsworth v. Combined Ins. Co. of Am., 104 Nev. 587 (1988); Albert v. H. Wohlers & Co. v. Bartgis, 114 Nev. 1249 (1998); Allstate Ins. Co. v. Miller, 125 Nev. 300 (2009); Guar. Nat. Ins. Co. v. Potter, 112 Nev. 199 (1996); Powers v. United Servs. Auto Ass'n, 114 Nev. 690 (1998); Century Sur. Co. v. Casino W., Inc., 130 Nev. 395 (2014); Powell v. Liberty Mut. Fire Ins. Co., 127 Nev. 156 (2011); Holcomb v. Georgia Pac., LLC, 128 Nev. 614 (2012); NRS 51.005; Countrywide Home Loans, Inc. v. Thitchener, 124 Nev. 725 (2008); Ainsworth v. Combined Ins. Co. of America, 104 Nev. 587 (1988); United Fire Ins. Co. v. McClelland, 105 Nev. 504 (1989); First Interstate Bank v. Jafbros Auto Body, 106 Nev. 54 (1990); and Wreth v. Rowatt, 126 Nev. 446 (2010).

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings.

COURT FURTHER ORDERED, Defendant's Renewed Motion for Judgment as a Matter of Law filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/15/22.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Insurance Tort

COURT MINUTES

August 15, 2022

A-19-788630-C	Sandra Eskew, Plaintiff(s) vs. Sierra Health and Life Insurance Company Inc, Defendant(s)
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August 15, 2022	3:00 AM	Minute Order	Defendant's Motion for a New Trial or Remittitur
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HEARD BY: Krall, Nadia

COURTROOM: Chambers

COURT CLERK: Pharan Burchfield

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- NRCP 1 and NRCP 1.10 state that the procedures in district court shall be administered to secure efficient, just and inexpensive determinations in every action and proceeding.

Pursuant to EDCR 2.23(c), the judge may consider the motion on its merits at any time with or without oral argument, and grant or deny it.

Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022; Plaintiff's Opposition to Defendant's Motion for a New Trial or Remittitur filed on 6/29/2022; Defendant's Reply in Support of Its Motion for a New Trial or Remittitur filed on 7/20/2022; and Defendant's Motion for Leave to File Supplemental Authority in Support of its Motion for a New Trail or Remittitur filed on 8/10/2022.

The Court reviewed all of the pleadings and attached exhibits regarding the pleadings on file.

COURT ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 is DENIED pursuant to Bahena v. Goodyear Tire & Rubber Co., 126 Nev. 243 (2010); NRCP 59(a)(1)(B) & (F);

Wyeth v. Rowatt, 126 Nev. 446 (2010); Bayerische Motoren Werke Aktiengesellschaft v Roth, 127 Nev. 122 (2011); Grosjean v. Imperial Palace, 125 Nev. 349 (2009); Cox v. Copperfield, 138 Nev. Adv. Op. 27 (2022); Pizarro-Ortega v. Cervantes-Lopez, 133 Nev. 261 (2017); Lioce v. Cohen, 124 Nev. 1 (2008); Ringle v. Bruton, 120 Nev. 82 (2004); Walker v. State, 78 Nev. 463 (1962); Born v. Eisenman, 114 Nev. 854 (1998); Satackiewicz v. Nissan Motor Corp. in U.S.A., 100 Nev. 443 (1983); Guaranty Nat. Ins. Co. v. Potter, 112 Nev. 199 (1996); Automatic Merchandisers, Inc. v. Ward, 98 Nev. 282 (1982); Hernancez v. City of Salt Lake, 100 Nev. 504 (1984); Dejesus v. Flick, 116 Nev. 812 (2000); Wells, Inc. v. Shoemake, 64 Nev. 57 (1947); Nevada Independent Broadcasting Corporation v. Allen, 99 Nev. 404 (1983); Quintero v. McDonald, 116 Nev. 1181 (2000); Barmettler v. Reno, Air, Inc., 114 Nev. 441 (1998); State v. Eaton, 101 Nev. 705 (1985); State v. Eaton, 101 Nev. 705 (1985); Jacobson v. Manfredi, 100 Nev. 226 (1984); BMW of N. Am. Inc. v. Gore, 517 U.S. 559 (1996); State Farm Mut. Aut. Ins. Co. v. Campbell, 538 U.S. 408 (2003); TXO Prod. Corp. v. Alliance Res. Corp., 509 U.S. 443 (1993); Merrick v. Paul Revere Life Ins. Co., 594 F.Supp.2d 1168 (Nev. Dis. 2008); and Campbell v. State Farm. Mut. Auto Ins. Co., 98 P.3d 409 (Utah 2004).

COURT FURTHER ORDERED, counsel for Plaintiff to draft and circulate a proposed order for opposing counsel's signature prior to submitting it to the Department 4 inbox for the Judge's review and signature within fourteen (14) days and distribute a filed copy to all parties involved in this matter.

COURT FURTHER ORDERED, counsel for Plaintiff to include Findings of Fact and Conclusions of Law based upon the Memorandum of Points and Authorities set forth in Plaintiff's pleadings.

COURT FURTHER ORDERED, Defendant's Motion for a New Trial or Remittitur filed on 5/16/2022 and scheduled for hearing on 8/17/2022 at 9:00 A.M. is VACATED.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Pharan Burchfield, to all registered parties for Odyssey File & Serve.//pb/8/15/22.

JOINT EXHIBIT LIST

Case No.: A-19-788630-C

Trial Date: March 14, 2022

Dept. No.: IV (4)

Judge: Hon. Nadia Krall

Court Clerk: Pharan Burchfield

Sandra L. Eskew,
Plaintiff(s),

Recorder / Reporter: Melissa Burgener

vs.

Sierra Health and Life Ins. Co. Inc.,
Defendant(s).

Counsel for Plaintiff: Matthew L. Sharp, Esq. &
Douglas A. Terry, Esq.

Counsel for Defendant: D. Lee Roberts, Jr., Esq.,
Ryan T. Gormley, Esq., &
Phillip N. Smith, Jr., Esq.

JURY TRIAL BEFORE THE COURT

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
1.	William Eskew SHL Membership card, Eskew 000052	001:1			
2.	Eskew Insurance Policy, Eskew 00001-51	002:1-51	3-23-22	NO	3-23-22
3.	UHC Insurance Policy No. 1, SHL 00001-98	003:1-98	3-23-22	YES	3-23-22
4.	UHC Insurance Policy No. 2, SHL 02587-2688	004:1-102	3-16-22	NO	3-16-22
5.	Proton Beam Request File, SHL 00320-378	005:1-59	3-16-22	NO	3-16-22
6.	Denial Library Text, SHL 02536	006:1-195	3-22-22	YES	3-22-22
7.	MBO Partners Invoice, MB 00563	007:1	3-16-22	NO	3-16-22
8.	The New York Proton Center Material, Eskew 485-795	008:1-311	3-22-22	NO	3-22-22
9.	Photographs of William Eskew	009:1-2	3-23-22	NO	3-23-22
10.	Holland-Williams Text Messages, HW 00122-131	010:1-10			
11.	Holland-Williams Text Messages, HW 00135-141	011:1-7			
12.	Holland-Williams Text Messages, HW 00148-151	012:1-4			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
13.	United Healthcare Policy & Procedure – SHL001915-1920	013:1-6	3-22-22	NO	3-22-22
14.	Utilization Management Policy, SHL 00512-586	014:1-75	3-22-22	NO	3-22-22
15.	UHC Proton Beam Radiation Therapy Medical Policy No 2011T0132K, Effective Date 12/01/2011, SHL 01755-1774	015:1-20			
16.	UHC Proton Beam Radiation Therapy Medical Policy No. 2012T0132L, Effective Date 12/01/2012, SHL 01775-179;	016:1-22			
17.	UHC Proton Beam Radiation Therapy Medical Policy No. 2013T0132M, Effective Date 04/01/2013, SHL 01797-1817	017:1-21			
18.	UHC Proton Beam Radiation Therapy Medical Policy No. 2013T0132M, Effective Date 04/01/2013, SHL 01818-1839	018:1-22			
19.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2014T0132O, Effective Date 01/01/2014, SHL 00587-0608	019:1-22			
20.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2014T90132P, Effective Date 06/01/2014; SHL 00609-0630	020:1-22			
21.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2017T90132Q, Effective Date 09/01/2014, SHL 00631-0655	021:1-25			
22.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2015T0132R, Effective Date 01/01/2015, SHL 00656-0678	022:1-23			
23.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2015T0132S, Effective Date 10/01/2015, SHL 00679-0702	023:1-24			
24.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2015T0132T, Effective Date 12/01/2015, SHL 00703-0728	024:1-26	3-16-22	NO	3-16-22

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
25.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2016T0132U, Effective Date 10/01/2016, SHL 00729-0747	025:1-19			
26.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2016T0132V, Effective Date 11/01/2016, SHL 00748-0766	026:1-19			
27.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2017T0132W, Effective Date 09/01/2017, SHL 00767-0786	027:1-20			
28.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2018T0132X, Effective Date 01/01/2018, SHL 00787-0805	028:1-19			
29.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2018T0132Y, Effective Date 03/01/2018, SHL 00806-0823	029:1-18			
30.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2018T0132Z, Effective Date 07/01/2018, SHL 00824-0842	030:1-19			
31.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2019T0132AA, Effective Date 01/01/2019, SHL 00843-0861	031:1-19	3-25-22	YES	3-25-22
32.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2019T0132AA, Effective Date 01/01/2019, SHL 00862-0881	032:1-20			
33.	UHC Medical Policy, Proton Beam Radiation Therapy, Policy No. 2019T0132AA, Effective Date 01/01/2019, SHL 00882-0901	033:1-20			
34.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 07/08/2013, SHL 01113-1136	034:1-24			
35.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 03/10/2014, SHL 01137-1161	035:1-25			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
36.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 08/11/2014, SHL 01162-1185	036:1-24			
37.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 11/10/2014, SHL 01186-1212	037:1-27			
38.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 03/01/2015, SHL 01213-1239	038:1-27			
39.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 12/01/2015, SHL 01240-1270	039:1-31			
40.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 02/01/2016, SHL 01271-1303	040:1-33			
41.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 12/01/2016, SHL 01304-1337	041:1-34			
42.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 01/11/2017, SHL 01338-1370	042:1-33			
43.	SHL Protocol, Proton Beam Radiation Therapy, Protocol ONC004, Effective Date 04/01/2019, SHL 01371-1397	043:1-27			
44.	Proton Beam Radiation Therapy Evidence Grid, SHL 01868	044:1			
45.	Proton Beam Radiation Therapy Data, SHL 02723	045:1-50			
46.	MBO Contractor Agreement, SHL 01660-1664	046:1-5			
47.	MBO/Physician Legal Contractor Agreement, MBO 00490-520	047:1-31	3-22-22	NO	3-22-22
48.	2011-08-20 Independent Contractor Referral, MBO 00430-431	048:1-2	3-22-22	NO	3-22-22
49.	2016-11-16 Independent Contractor Referral, SHL 01845-1846	049:1-2	3-22-22	YES	3-22-22
50.	2017-02-28 Independent Contractor Referral, SHL 01847-1848	050:1-2	3-22-22	NO	3-22-22
51.	2017-05-01 Independent Contractor Referral, SHL 01851-1852	051:1-2			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
52.	2018-02-29 Independent Contractor Referral Template, SHL 01852-1853, MBO 00438-439	052:1-2			
53.	MBO Work Orders, MBO 00561	053:1			
✓x 54.	Dr. Ahmad Excel Spreadsheet, SHL 01840	054:1-16	3-16-22	NO	3-16-22
55.	Dr. Ahmad MBO Ledger, MBO 00236-418	055:1-183			
✓ 56.	UHC/MBO Master Services Agreement, SHL 01679-1754	056:1-76	3-22-22	NO	3-22-22
57.	UTMDACC 00046	057:1			
58.	UTMDACC 00393-394	058:1-2			
59.	UTMDACC 24-229	059:1-206			
60.	MPAC Agenda 9/13/16, SHL 2716-2717	060:1-2			
61.	MPAC Minutes 9/13/16, SHL 2718-2722	061:1-5			
62.	UHC Responses to Plaintiffs' Fourth Set of Requests for Production	062:1-34			
63.	2019 Annual Statement for Sierra Health, Eskew 1387-1458	063:1-72			
64.	2020 Annual Statement for Sierra Health, Eskew 1459-1561	064:1-103			
65.	AM Best's Credit Report for UnitedHealthcare, Eskew 1562-1612	065:1-51			
66.	2015-2020 10K's for UnitedHealth Group, Eskew 1613-2321	066:1-113			
67.	UHC Medical Policy, Intensity-Modulated Radiation Therapy, Policy No. 2014T0407M, Effective Date 07/01/2014, SHL 930-957	067:1-28			
68.	UHC Medical Policy, Intensity-Modulated Radiation Therapy, Policy No. 2015T0407N, Effective Date 01/01/2015, SHL 958-977	068:1-20			
69.	UHC Medical Policy, Intensity-Modulated Radiation Therapy, Policy No. 2015T0407O, Effective Date 08/01/2015, SHL 978-996	069:1-19			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
70.	UHC Medical Policy, Intensity-Modulated Radiation Therapy, Policy No. 2016T0407P, Effective Date 02/01/2016, SHL 997-1012	070:1-16			
71.	New York Proton Center Website last accessed February 16, 2021	71: 1-29	3-25-22	YES	Only 1, 17 & 18
71-1	Cover Page (with Date)	071:1	3-25-22	NO	3-25-22 WA
71-17	Proton Therapy for Lung and thoracic tumors	071:17	3-25-22	YES	3-25-22 WA
71-18	Description	071:18	3-25-22	YES	3-25-22 WA
72.	Protocol ONC006-Fecal DNA Testing, SHL 0311-0319	072:1-9	3-29-22	NO	3-29-22 WA
73.	Case History, Case No. 160360744, SHL 393-397	073:1-5	3-22-22	NO	3-22-22 WA
74.	Correspondence, Reference No. 160360744, SHL 478	074:1			
75.	SHL Protocol, Intensity-Modulated Radiation Therapy, Protocol RAD026, Effective Date 10/01/2015, SHL 1492-1514	075:1-23	3-16-22	YES	3-16-22 WA
76.	Dr. Ahmad Affirmative Statement about Incentives Records, SHL 1665-1675	076:1-11	3-21-22	NO	3-21-22 WA
77.	Job Description, SHL 1676-1678	077:1-3			
78.	MBO – Ahmad Full Ledger Details, MBO0001-79	078:1-79			
79.	MBO – Ahmad Full Time Review Details, MBO00080-235	079:1-156	3-16-22	NO	3-16-22 WA
80.	MBO – Ahmad Ledger for 3/1/16-3/31/16, MBO000333	080:1			
81.	MBO – Ahmad Requalification Survey, MBO000419-422	081:1-4			
82.	MBO – Ahmad Work Order Update, MBO000423-429	082:1-7			
83.	MBO – Ahmad American Background Summary Sheet, MBO000489	083:1			
84.	MBO – Ahmad Amendment No. 1 to the Contractor Agreement, signed October 4, 2011, MBO000521-524	084:1-4			
85.	MBO – Ahmad Contractor Agreement, MBO000525-529	085:1-5			
86.	MBO – Ahmad Contractor Questionnaire, MBO000542-544	086:1-3			
87.	Fieldglass Contractor Data – Dr. Ahmad (Excel Spreadsheet) (confidential), SHL 1841	087:1-6			
88.	Worker Invoice Detail Standard (Excel Spreadsheet) (confidential), SHL 1842	088:1-15			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
89.	Independent Contractor Referral Template, dated 09/01/2011 (confidential), SHL 1843-1844	089:1-2			
90.	Independent Contractor Referral Form, dated 02/28/2017 (confidential), SHL 1849-1850	090:1-2			
91.	MTAC August 6, 2015 Meeting, Agenda (confidential), SHL 1855-1857	091:1-3			
92.	MTAC August 6, 2015 Meeting, Minutes (confidential), SHL 1858-1867	092:1-10			
93.	MTAC August 6, 2015 Meeting, Evidence Grid (Excel Spreadsheet) (confidential), SHL 1868	093:1			
94.	MTAC August 6, 2015 Meeting, Draft Proton Beam Radiation Therapy v4 (confidential), SHL 1869-1896	094:1-28			
95.	MTAC August 6, 2015 Meeting, Proton Beam Radiation Therapy Status Form v4 (confidential), SHL 1897-1900	095:1-4			
96.	MPIA August 11, 2015 Meeting, Agenda (confidential), SHL 1901-1902	096:1-2			
97.	MPIA August 11, 2015 Meeting, Minutes, Attachment A (Excel Spreadsheet) (confidential), SHL 1903	097:1-28			
98.	MPIA August 11, 2015 Meeting, Attachment B (Excel Spreadsheet) (confidential), SHL 1904	098:1-3			
99.	MD Anderson – Medical Literature, UTMDACC 00324-388	099:1-65			
100.	MD Anderson – Opening Article, UTMDACC 00389	100:1			
101.	HW – William G. Eskew Insurance Card, HW000002	101:1			
102.	HW – William G. Eskew Insurance Application, HW000003-6	102:1-4			
103.	HW – William G. Eskew Agent/Agency Agreement, HW000008-18	103:1-11			
104.	MD Anderson - Appeals Policy, UTMDACC 00230-235	104:1-6			
105.	MD Anderson - Patient Notes, UTMDACC 00236-248	105:1-13	3/29/22	No	3/29/22 wa

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
106.	MD Anderson - Organizational Chart, UTMDACC 00249	106:1			
107.	MD Anderson - Clinical Program Manager Job Description, UTMDACC 00250-252	107:1-3			
108.	MD Anderson – Emails, UTMDACC 00390-395	108:1-6	3-25-22	NO	3-25-22
109.	MD Anderson – First Amendment to Management Services Agreement and Consent of Limited Partners of the Proton Therapy Center-Houston LTD., LLP, UTMDACC 00396-398	109:1-3			
110.	MD Anderson – Entity Chart, UTMDACC 00399	110:1			
111.	MD Anderson – Entity Chart, updated August 6, 2015 , UTMDACC 00400	111:1			
112.	MD Anderson – Limited Partnership Agreement of The Proton Therapy Center – Houston LTD. LLP By and Among PTC – Houston Management, LP, PTC – Houston Investors, LLC, and The University of Texas M.D. Anderson Cancer Center, dated December 19, 2002, UTMDACC 00401-494	112:1-94			
113.	MD Anderson – PTC – Houston Investors, LLC Limited Liability Company Agreement, dated December 19, 2002, UTMDACC 00495-537	113:1-43			
114.	MD Anderson – Amended and Restated Limited Partnership Agreement of The Proton Therapy Center-Houston LTD., LLP By and Among PTC – Houston Management, LP, PTC – Houston Investors, LLC, and The University of Texas M.D. Anderson Cancer Center, dated March 30, 2010, UTMDACC 00538-601	114:1-64			
115.	MD Anderson – PUT Agreement, UTMDACC 00602-614	115:1-13			
116.	MD Anderson – Cash Participation Rights Agreement, UTMDACC 00615-621	116:1-7			
117.	MD Anderson – Agreement Among Members, UTMDACC 00622-638	117:1-17			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
118.	MD Anderson – Investment Agreement, UTMDACC 00639-659	118:1-21			
119.	MD Anderson – Utilization Rates Information, UTMDACC 00808	119:1			
120.	MD Anderson – Utilization Rates Information, UTMDACC 00809	120:1			
121.	MD Anderson – Utilization Rates Information, UTMDACC 00810	121:1			
122.	MD Anderson – Clinical Rationale Recommendations, UTMDACC 00914-917	122:1-4			
123.	MD Anderson – Huddle Guidelines, UTMDACC 00918-921	123:1-4			
124.	MD Anderson – P2P Decision Tree, UTMDACC 00922	124:1			
125.	MD Anderson – Peer to Peer Packet Cover Page, UTMDACC 00923	125:1			
126.	MD Anderson – Proton Machine Information, UTMDACC 00924-925	126:1-2			
127.	UHC Policy & Procedure, Hierarchy of Clinical Evidence, effective date 3/15/13 (operative as of February 2016), SHL1912-1914	127:1-3			
128.	UHC Policy & Procedure, New Medical Policy Development, effective date 5/7/15 (operative as of February 2016), SHL1921-1924	128:1-4			
129.	UHC Policy & Procedure, Medical Policy Update and Revision, effective date 5/7/15 (operative as of February 2016), SHL1925-1928	129:1-4			
130.	UHC Policy & Procedure, Medical Technology Assessment Committee – Function and Structure, effective date 5/7/15 (operative as of February 2016), SHL1929-1932	130:1-4			
131.	UHC Policy & Procedure, Specialty Society Review of Draft Medical Policies, effective date 5/7/15 (operative as of February 2016), SHL 1933-1934	131:1-2			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
132.	June 20, 2018 Article in Journal of Clinical Oncology by Dr. Feng-Ming (Spring) Kong, SHL1905-1909	132:1-5			
133.	July 1, 2018 Article in Journal of Clinical Oncology by Dr. Zhongxing Liao and Radhe Mohan, SHL1910-1911	133:1-2	3-21-22	YES	3-21-22
134.	Standards and Guidelines for the Accreditation of Health Plans, NCQA (confidential), SHL 1935-2534	134:1-600	3-30-22	NO	3-30-22
135.	Accreditation Summary Report, dated 8/25/16 (confidential), SHL 2535	135:1			
136.	Utilization Management Department 2016 Program Description, SHL 2537-2586	136:1-50			
137.	Sample Delivery Postcard, SHL 2689-2690	137:1-2			
138.	HW – Text Messages, HW000049-104	138:1-56			
139.	HW – Text Messages, HW 000105-158	139:1-54			
140.	Response of PTC Remainco to Subpoena, PTCR 1-3	140:1-3			
141.	Houston Chronicle Article, dated October 23, 2005, SHL 2691-2713	141:1-23			
142.	Response of MD Anderson to Subpoena, dated November 8, 2021, MDA 1-4	142:1-4			
143.	1/11/2017 Email Chain regarding Dr. Ahmad IRR testing (confidential), SHL 2714-2715	143:1-2			
144.	William Eskew, Individual Applicant Enrollment Form, dated 12/11/15, SHL 2724-2726	144:1-3			
145.	Letter dated January 20, 2016, Eskew-000054	145:1			
146.	Urgent Letter of Medical Necessity dated February 3, 2016, Eskew-MD Anderson-000146-147	146:1-2			
147.	Letter dated February 5, 2016 – Proton, Eskew-000055-57	147:1-3			
148.	Letter dated February 5, 2016 – IMRT, Eskew-000058	148:1			
149.	Letter dated February 12, 2016 -Chemo, Eskew-000059-60	149:1-2			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
150.	Letter dated February 12, 2016 – Chemo, Eskew-000061-62	150:1-2			
151.	Sierra HLC Financials, Eskew-000216-217	151:1-2			
152.	Sierra HLC Company Overview, Eskew-000218-220	152:1-3			
153.	Sierra HLC NAIC Listing, Eskew-000221-223	153:1-3			
154.	MD Anderson – Medical Records, Eskew-MD Anderson-000001-153	154:1-153	3-21-22	NO	3-21-22
155.	MD Anderson – Medical Records, UTMDACC Med 00001-624	155:1-624			
156.	MD Anderson - Medical Records, UTMDACC 00001-18	156:1-18			
157.	MD Anderson - Patient Radiation Prescription, UTMDACC 00019	157:1			
158.	MD Anderson - Clinical Treatment Plan, UTMDACC 00020-21	158:1-2			
159.	MD Anderson - Simulation Complex, UTMDACC 00022-23	159:1-2			
160.	MD Anderson - Radiation Oncology IMRT Planning Note, UTMDACC 00024-100	160:1-77	3-21-22	NO	3-21-22
161.	MD Anderson - Radiation Oncology Proton Treatment Planning Note, UTMDACC 00101-229	161:1-129	3-21-22	NO	3-21-22
162.	MD Anderson – Medical Records, UTMDACC 00811-913	162:1-103			
163.	Radiation Oncology Records from MD Anderson, Eskew-MD Anderson-000154-261	163:1-108			
164.	Mountainview Hospital Records, MV selected pages 1-723 and 9/724-1446, 164:1-1446	164:1-1446	3-21-22	NO	3-21-22
165.	Walmart Pharmacy Records, WP 1-24	165:1-9			
166.	Bone & Joint / Dr. Manning Records, BJM 1-98; Eskew Dr. Manning 28-31	166:1-83	3-21-22	NO	3-21-22
167.	George Gluck, MD Records, Eskew-Dr Gluck-000001-20	167:1-20	3-24-22	NO	3-24-22
168.	B. Berelowitz, MD Records, BB 1-64; Eskew- Dr Berelowitz-000001-63	168:1-116			
169.	Comprehensive Cancer Center Records, COMP 1-149; Eskew-Jean 10-15	169:1-144	3-21-22	NO	3-21-22

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
170.	Foad Moazez, MD Records, Eskew-Dr Moazez-000001-39	170:1-39			
171.	Kidney Specialists of So. Nevada Records, KSSN 1-90	171:1-90			
172.	Robert Whipper, MD Records, Eskew-Dr. Whipper-000001-18	172:1-18	3-21-22	No	3-21-22
173.	Steinberg Diagnostic Medical Imaging Records, SDMI 1-21	173:1-24			
174.	Galen Kim, MD Records, Eskew-Dr Kam-000001-55	174:1-55			
175.	Pharmacy records of Optum RX, Eskew-Optum RX-000001-23	175:1-23			
176.	Summerlin Hospital Records, SH 1-539, and Eskew-Summerlin 1, 2, 32, 33, 34-37 – for 2016 Admit	176:1-512			
177.	Summerlin Hospital records, Eskew-Summerlin 492-747, 2013 and 2016 Admits	177:1-256			
178.	Death Certificate, Eskew-000233	178:1			
179.	Estate of William Eskew Pldg P-19-098037-E, Eskew 291-306	179:1-16			
180.	Assurant Letter dated June 22, 2015, Eskew-000315-000316	180:1-2			
181.	Letter dated February 5, 2016 – Proton, Eskew-000317-000331	181:1-15			
182.	MD Anderson Emails, Eskew-000332-000393	182:1-62			
183.	GMS Job Description, Eskew-000479-480	183:1-2			
184.	Form 5500 Searches, Eskew-001053-1089	184:1-14			
185.	Dr. Chang Dep. – Ex. 2 – Website Bio	185:1			
186.	Dr. Chang Dep. – Ex. 3 – Clinical Trial Description	186:1-3			
187.	Dr. Chang Dep. – Ex. 4 – SAH Global Article	187:1-6			
188.	Dr. Chang Dep. – Ex. 10 – Report to the Congress, Medicare and the Health Care Delivery System, MEDPAC, dated June 2018	188:1-407			

JOINT EXHIBITS

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
189.	Dr. Chang Dep. – Ex. 13 – Widesott et al., Proton therapy in lung cancer: Clinical outcomes and technical issues. A systematic review (2008)	189:1-11	3-21-22	YES	3-21-22
190.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Dr. Parvesh Kumar	190:1-101			
191.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Dr. Gary Owens	191:1-73			
192.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Amitabh Chandra, Ph.D	192:1-48			
193.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Dr. Andrew L. Chang	193:1-22			
194.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Stephen Prater	194:1-41			
195.	Expert reports, supplements, exhibits, supporting documentation, data, and literature, CV, fee schedule, and testimony list of Elliott S. Flood	195:1-77			
196.					
197.					
198.					
199.					

COURT'S EXHIBIT LIST

Case No.: A-19-788630-C

Trial Date: March 14, 2022

Dept. No.: IV (4)

Judge: Hon. Nadia Krall

Court Clerk: Pharan Burchfield

Sandra L. Eskew,
Plaintiff(s),
vs.

Recorder / Reporter: Melissa Burgener

Sierra Health and Life Ins. Co. Inc.,
Defendant(s).

Counsel for Plaintiff: Matthew L. Sharp, Esq. &
Douglas A. Terry, Esq.

Counsel for Defendant: D. Lee Roberts, Jr., Esq.,
Ryan T. Gormley, Esq., &
Phillip N. Smith, Jr., Esq.

JURY TRIAL BEFORE THE COURT

Exhibit Number	Exhibit Description	Bates	Date Offered	Objection	Date Admitted
1.	AGREED PRELIMINARY JURY INSTRUCTIONS	—	—	—	3-16-22
2.	JURY QUESTION ASKED	—	3-25-22	NO	3-25-22
3.	JURY QUESTION ASKED	—	3-25-22	NO	3-25-22
4.	JURY QUESTIONS ASKED	—	3-28-22	NO	3-28-22
5.	JURY QUESTION ASKED	—	3-29-22	NO	3-29-22
6.	MATTHEW PALMER DEPOSITION CD - "VIDEO CLIPS"	—	3-30-22	NO	3-30-22
7.	PLAINTIFF'S OPENING POWERPOINT	—	—	—	3-30-22
8.	JURY QUESTION & ANSWER (DURING DELIBERATION)	—	—	NO	4-5-22
9.					



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

D. LEE ROBERTS, JR., ESQ.
6385 S. RAINBOW BLVD., SUITE 400
LAS VEGAS, NV 89118

DATE: September 16, 2022
CASE: A-19-788630-C

RE CASE: SANDRA L. ESKEW, as special administrator of the ESTATE OF WILLIAM GEORGE ESKEW vs. SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.; UNITED HEALTHCARE, INC.

NOTICE OF APPEAL FILED: September 14, 2022

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☐ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☐ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☒ Order *re: August 15, 2022 minute orders*
- ☒ Notice of Entry of Order *re: August 15, 2022 minute orders*

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

*****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; JUDGMENT UPON THE JURY VERDICT; NOTICE OF ENTRY OF JUDGMENT UPON JURY VERDICT; ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION TO RETAX; NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION TO RETAX; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

SANDRA L. ESKEW, as special administrator
of the ESTATE OF WILLIAM GEORGE
ESKEW,

Plaintiff(s),

vs.

SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC.; UNITED HEALTHCARE,
INC.,

Defendant(s),


Case No: A-19-788630-C

Dept No: IV

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 16 day of September 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

