

Case Nos. 85525 & 85656

**In the Supreme Court of Nevada**

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

Appellants,

*vs.*

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

Respondents.

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Case No. 85525

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

Petitioners,

*vs.*

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

Respondents,

*vs.*

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

Real Parties in Interest.

Case No. 85656

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469	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 2) (Filed Under Seal)	10/07/22	130 131	32,208–32,393 32,394–32,476
470	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 3) (Filed Under Seal)	10/07/22	131 132	32,477–32,643 32,644–32,751
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280	Appendix in Support of Plaintiffs' Opposition to Defendants' Motion to Apply Statutory Cap on Punitive Damages and Plaintiffs' Cross Motion for Entry of Judgment	01/20/22	52	12,791–12,968
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296	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 2	03/14/22	54 55	13,465–13,500 13,501–13,719
297	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 3	03/14/22	55 56	13,720–13,750 13,751–13,976
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36	Defendants' Reply in Support of Motion to Dismiss Plaintiffs' First Amended Complaint	06/03/20	6	1310–1339
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225	Defendants’ Response to TeamHealth Plaintiffs’ Trial Brief Regarding Defendants’ Prompt Pay Act Jury Instruction Re: Failure to Exhaust Administrative Remedies	11/16/21	40	9799–9806
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154	Notice of Entry of Order Denying Defendants' Motion for Order to Show Cause Why Plaintiffs Should not be Held in Contempt for Violating Protective Order	10/14/21	22	5309–5322
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176	Notice of Entry of Order Denying Defendants' Motion in Limine No. 5 Regarding Argument or Evidence that Amounts TeamHealth Plaintiffs Billed for Services are Reasonable [An Alternative Motion to Motion in Limine No. 6]	11/01/21	29	7100–7111
177	Notice of Entry of Order Denying Defendants' Motion in Limine No. 7 to Authorize Defendants to Offer Evidence of the Costs of the Services that Plaintiffs Provided	11/01/21	29	7112–7123
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181	Notice of Entry of Order Denying Defendants' Motion in Limine No. 13 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Collection Practices for Healthcare Claims	11/01/21	29	7160–7171
182	Notice of Entry of Order Denying Defendants' Motion in Limine No. 14: Motion Offered in the Alternative MIL No. 13 to Preclude Plaintiffs from Contesting Defendants' Defenses Relating to Claims that were Subject to a Settlement Agreement Between CollectRx and Data iSight; and Defendants' Adoption of Specific Negotiation Thresholds for Reimbursement Claims Appealed or Contested by Plaintiffs	11/01/21	29	7172–7183
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185	Notice of Entry of Order Denying Defendants' Motion in Limine No. 20 to Exclude Defendants' Lobbying Efforts	11/01/21	29	7208–7219
186	Notice of Entry of Order Denying Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	11/01/21	29	7220–7231
187	Notice of Entry of Order Denying Defendants' Motion in Limine No. 27 to Preclude Evidence of Complaints Regarding Defendants' Out-Of-Network Rates or Payments	11/01/21	29	7232–7243
188	Notice of Entry of Order Denying Defendants' Motion in Limine No. 29 to Preclude Evidence Only Relating to Defendants' Evaluation and Development of a Company that Would Offer a Service Similar to Multiplan and Data iSight	11/01/21	29 30	7244–7250 7251–7255
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293	Notice of Entry of Order Denying Defendants' Motion to Apply Statutory Cap on Punitive Damages	03/09/22	53	13,179–13,197
62	Notice of Entry of Order Denying Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on Order Shortening Time	10/27/20	11	2671–2683
78	Notice of Entry of Order Denying Defendants' Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	02/04/21	15	3703–3713
193	Notice of Entry of Order Denying Defendants' Motion to Strike Supplement Report of David Leathers	11/01/21	30	7355–7366
353	Notice of Entry of Order Denying Defendants' Renewed Motion for Judgment as a Matter of Law	10/12/22	73	18,087–18,114
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203	Notice of Entry of Order Granting Defendants' Motion in Limine No. 25	11/04/21	33	8104–8115
204	Notice of Entry of Order Granting Defendants' Motion in Limine No. 37	11/04/21	33	8116–8127
205	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 9	11/04/21	33	8128–8140
206	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 21	11/04/21	33	8141–8153
207	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 22	11/04/21	33	8154–8165
341	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion to Retax Costs	08/02/22	71	17,726–17,739
358	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits	10/18/22	75 76	18,609–18,750 18,751–18,755
215	Notice of Entry of Order Granting in Part and Denying in Part Plaintiffs' Motion in Limine to Exclude Evidence Subject to the	11/12/21	37	9162–9173

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242	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants' Reply in Support of Motion for Partial Summary Judgment	11/19/21	44	10,954–10,963
192	Notice of Entry of Order Granting Plaintiffs' Motion in Limine to Exclude Evidence, Testimony And-Or Argument Regarding the Fact that Plaintiff have Dismissed Certain Claims	11/01/21	30	7292–7354
63	Notice of Entry of Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/27/20	11	2684–2695
335	Notice of Entry of Order Granting Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	06/29/22	71	17,594–17,609
281	Notice of Entry of Order Granting Plaintiffs' Proposed Schedule for Submission of Final Redactions	01/31/22	52	12,969–12,979
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102	Notice of Entry of Order of Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Question	05/26/21	17	4157–4165
22	Notice of Entry of Order Re: Remand	02/27/20	3	543–552
142	Notice of Entry of Order Regarding Defendants' Objection to Special Master's Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents about which Plaintiffs' Witnesses Testified on Order Shortening Time	09/29/21	21	5104–5114
66	Notice of Entry of Order Setting Defendants' Production & Response Schedule Re: Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	11/09/20	12	2775–2785
285	Notice of Entry of Order Shortening Time for Hearing Re: Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits	02/14/22	53	13,029–13,046
354	Notice of Entry of Order Unsealing Trial Transcripts and Restoring Public Access to Docket	10/12/22	73	18,115–18,125
86	Notice of Entry of Report and Recommendation #1	03/16/21	16	3887–3894
120	Notice of Entry of Report and Recommendation #11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs'	08/11/21	18	4487–4497

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95	Notice of Entry of Report and Recommendation #3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time	04/15/21	17	4080–4091
104	Notice of Entry of Report and Recommendation #7 Regarding Defendants' Motion to Compel Plaintiffs' Responses to Defendants' Amended Third Set of Requests for Production of Documents	06/03/21	17	4173–4184
41	Notice of Entry of Stipulated Confidentiality and Protective Order	06/24/20	7	1517–1540
69	Notice of Entry of Stipulated Electronically Stored Information Protocol Order	01/08/21	12	2860–2874
289	Notice of Entry of Stipulation and Order Regarding Certain Admitted Trial Exhibits	02/17/22	53	13,074–13,097
360	Notice of Entry of Stipulation and Order Regarding Expiration of Temporary Stay for Sealed Redacted Transcripts	10/25/22	76	18,759–18,769
282	Notice of Entry of Stipulation and Order Regarding Schedule for Submission of Redactions	02/08/22	52	12,980–12,996
111	Notice of Entry Report and Recommendations #9 Regarding Pending Motions	07/01/21	18	4313–4325

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24	Notice of Intent to Take Default as to: (1) Defendant UnitedHealth Group, Inc. on All Claims; and (2) All Defendants on the First Amended Complaint's Eighth Claim for Relief	03/13/20	3 4	699–750 751
324	Notice of Posting <i>Supersedeas</i> Bond	04/29/22	69	17,114–17,121
10	Notice of Removal to Federal Court	05/14/19	1	42–100
333	Notice of Supplemental Attorneys Fees Incurred After Submission of Health Care Providers' Motion for Attorneys Fees	06/24/22	70 71	17,470–17,500 17,501–17,578
291	Objection to Plaintiffs' Proposed Judgment and Order Denying Motion to Apply Statutory Cap on Punitive Damages	03/04/22	53	13,161–13,167
345	Objection to Plaintiffs' Proposed Orders Denying Renewed Motion for Judgment as a Matter of Law and Motion for New Trial	09/13/22	72	17,941–17,950
377	Objection to R&R #11 Regarding United's (Filed Under Seal) Motion to Compel Documents About Which Plaintiffs' Witnesses Testified (Filed Under Seal)	08/25/21	84 85	20,864–20,893 20,894–20,898
320	Opposition to Defendants' Motion to Retax Costs	04/13/22	68	16,856–16,864
153	Opposition to Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Regarding the Fact that Plaintiffs have Dismissed Certain Claims and Parties on Order Shortening Time	10/12/21	22	5301–5308



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2	Peremptory Challenge of Judge	04/17/19	1	18–19
415	Plaintiffs’ Combined Opposition to Defendants Motions in Limine 1, 7, 9, 11 & 13 (Filed Under Seal)	09/29/21	104	25,786–25,850
416	Plaintiffs’ Combined Opposition to Defendants’ Motions in Limine No. 2, 8, 10, 12 & 14 (Filed Under Seal)	09/29/21	104	25,851–25,868
145	Plaintiffs’ Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/04/21	21	5170–5201
422	Plaintiffs’ Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants’ Reply in Support of Motion for Partial Summary Judgment (Filed Under Seal)	10/17/21	108	26,664–26,673
378	Plaintiffs’ Motion in Limine to Exclude Evidence Subject to the Court’s Discovery Orders (Filed Under Seal)	09/21/21	85	20,899–20,916
380	Plaintiffs’ Motion in Limine to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges (Filed Under Seal)	09/21/21	85	21,077–21,089
149	Plaintiffs’ Motion in Limine to Exclude Evidence, Testimony and-or Argument	10/08/21	22	5265–5279

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49	Plaintiffs' Motion to Compel Defendants' Production of Claims File for At-Issue Claims, or, in the Alternative, Motion in Limine on Order Shortening Time	08/28/20	7 8	1685–1700 1701–1845
250	Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,594–11,608
194	Plaintiffs' Notice of Amended Exhibit List	11/01/21	30	7367–7392
208	Plaintiffs' Notice of Deposition Designations	11/04/21	33 34	8166–8250 8251–8342
152	Plaintiffs' Objections to Defendants' Pretrial Disclosures	10/08/21	22	5295–5300
328	Plaintiffs' Opposition to Defendants' Motion for New Trial	05/04/22	69 70	17,179–17,250 17,251–17,335
420	Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment (Filed Under Seal)	10/05/21	107	26,498–26,605
327	Plaintiffs' Opposition to Defendants' Motion for Remittitur and to Alter or Amend the Judgment	05/04/22	69	17,165–17,178
144	Plaintiffs' Opposition to Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	09/29/21	21	5155–5169
143	Plaintiffs' Opposition to Defendants' Motion	09/29/21	21	5115–5154

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	in Limine Nos. 3, 4, 5, 6 Regarding Billed Charges			
279	Plaintiffs' Opposition to Defendants' Motion to Apply Statutory Cap on Punitive Damages and Plaintiffs' Cross Motion for Entry of Judgment	01/20/22	52	12,773–12,790
374	Plaintiffs' Opposition to Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time (Filed Under Seal)	07/06/21	84	20,699–20,742
25	Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	752–783
34	Plaintiffs' Opposition to Defendants' Motion to Dismiss First Amended Complaint	05/29/20	5 6	1188–1250 1251–1293
349	Plaintiffs' Opposition to Defendants' Motion to Redact Portions of Trial Transcript	10/07/22	72	17,990–17,993
278	Plaintiffs' Opposition to Defendants' Motion to Seal Courtroom During January 12, 2022 Hearing	01/12/22	52	12,769–12,772
369	Plaintiffs' Opposition to Defendants' Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 and #3 on Order Shortening Time (Filed Under Seal)	06/01/21	81 82	20,066–20,143 20,144–20,151
329	Plaintiffs' Opposition to Defendants' Renewed Motion for Judgment as a Matter of Law	05/05/22	70	17,336–17,373
317	Plaintiffs' Opposition to Defendants' Rule 62(b) Motion for Stay	04/07/22	68	16,826–16,831
35	Plaintiffs' Opposition to Defendants' Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended	05/29/20	6	1294–1309

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55	Plaintiffs' Opposition to Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/29/20	9-10	2224–2292
72	Plaintiffs' Opposition to Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/12/21	14	3420–3438
122	Plaintiffs' Opposition to United's Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Allegedly Violating Protective Order	08/24/21	19	4528–4609
270	Plaintiffs' Opposition to United's Motion to Seal	12/29/21	50	12,323–12,341
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260	Plaintiffs' Proposed Second Phase Jury Instructions and Verdict Form	12/06/21	49	12,064–12,072
243	Plaintiffs' Proposed Special Verdict Form	11/19/21	44	10,964–10,973
227	Plaintiffs' Proposed Verdict Form	11/16/21	40	9810–9819
84	Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	16	3863–3883

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366	Plaintiffs' Response to Defendants Objection to the Special Master's Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order (Filed Under Seal)	04/19/21	78 79	19,389–19,393 19,394–19,532
195	Plaintiffs' Response to Defendants' Objection to Media Requests	11/01/21	30	7393–7403
371	Plaintiffs' Response to Defendants' Objection to Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions (Filed Under Seal)	06/16/21	82	20,212–20,265
376	Plaintiffs' Response to Defendants' Objection to Special Master Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Questions (Filed Under Seal)	07/22/21	84	20,751–20,863
110	Plaintiffs' Response to Defendants' Objection to Special Master's Report and Recommendation #7 Regarding Defendants' Motion to Compel Responses to Amended	06/24/21	18	4281–4312

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246	Plaintiffs' Second Supplemental Jury Instructions (Contested)	11/20/21	46	11,255–11,261
261	Plaintiffs' Supplement to Proposed Second Phase Jury Instructions	12/06/21	49	12,072–12,077
236	Plaintiffs' Supplemental Jury Instruction (Contested)	11/17/21	42	10,308–10,313
248	Plaintiffs' Third Supplemental Jury Instructions (Contested)	11/21/21	46	11,267–11,272
216	Plaintiffs' Trial Brief Regarding Defendants' Prompt Payment Act Jury Instruction Re: Failure to Exhaust Administrative Remedies	11/12/21	37	9174–9184
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90	Recorder's Transcript of Hearing All Pending Motions	03/25/21	16	3967–3970
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82	Recorder's Transcript of Hearing Defendants' Motion to Extend All Case Management Deadlines and Continue Trial Setting on Order Shortening Time (Second Request)	03/03/21	16	3824–3832
101	Recorder's Transcript of Hearing Motion for Leave to File Opposition to Defendants' Motion to Compel Responses to Second Set of Requests for Production on Order Shortening Time in Redacted and Partially Sealed Form	05/12/21	17	4155–4156
107	Recorder's Transcript of Hearing Motion for Leave to File Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Second Set of Request for Production on Order Shortening Time in Redacted and Partially Sealed Form	06/09/21	17	4224–4226
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224	Recorder's Transcript of Jury Trial – Day 12	11/15/21	39 40	9522–9750 9751–9798
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344	Reply in Support of Supplemental Attorney’s Fees Request	08/22/22	72	17,935–17,940
229	Reply in Support of Trial Brief Regarding Evidence and Argument Relating to Out-Of-State Harms to Non-Parties	11/16/21	41	10,116–10,152
318	Reply on “Defendants’ Rule 62(b) Motion for Stay Pending Resolution of Post-Trial Motions” ( <i>on Order Shortening Time</i> )	04/07/22	68	16,832–16,836
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440	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 2 of 18 (Filed Under Seal)	12/24/21	114 115	28,291–28,393 28,394–28,484
441	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 3 of 18 (Filed Under Seal)	12/24/21	115 116	28,485–28,643 28,644–28,742
442	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 4 of 18 (Filed Under Seal)	12/24/21	116 117	28,743–28,893 28,894–28,938
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454	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 16 of 18 (Filed Under Seal)	12/24/21	124 125	30,836–30,893 30,894–30,952
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425	Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties (Filed Under Seal)	10/31/21	109	26,953–26,964
232	Trial Brief Regarding Jury Instructions on Formation of an Implied-In-Fact Contract	11/16/21	41	10,198–10,231
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372	United's Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time (Filed Under Seal)	06/24/21	82	20,266–20,290
112	United's Reply in Support of Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified	07/12/21	18	4326–4340



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**CERTIFICATE OF SERVICE**

I certify that on April 18, 2023, I submitted the foregoing appendix for filing *via* the Court's eFlex electronic filing system.

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**Cc:** Balkenbush, Colby; Michael Killingsworth; TMH010; Pat Lundvall; Amanda Perach; Kristen T. Gallagher  
**Subject:** RE: Pretrial Orders  
**Attachments:** Defs' revisions to Pls' revised MILs (1, 3, 5, 7, 11, 13).zip; Order on Plaintiffs MIL Re Dropped Claims (Defendants' redline) (03374558x9C8C6).docx

Jason,

We are confirming that you may sign and submit the Orders denying Defendants' MILs 2, 4, 8, 10, 12, 14, 15, 20, 27. You may also sign and submit the Orders denying Defendants' MILs 18, 24, 29, 32, 38, and unnumbered Frantz, as well as the Order denying Defendants' Motion to Strike Leathers.

007251

007251

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance  
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation.

Defendants

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

**NOTICE OF ENTRY OF ORDER  
DENYING DEFENDANTS' MOTION IN  
LIMINE NO. 32 TO EXCLUDE  
EVIDENCE OR ARGUMENT  
RELATING TO MATERIALS, EVENTS,  
OR CONDUCT THAT OCCURRED ON  
OR AFTER JANUARY 1, 2020**

007256

1 PLEASE TAKE NOTICE that an Order Denying Defendants' Motion In Limine No. 32  
2 To Exclude Evidence Or Argument Relating To Materials, Events, Or Conduct That Occurred  
3 On Or After January 1, 2020 was entered on November 1, 2021, a copy of which is attached  
4 hereto.

5 DATED this 1<sup>st</sup> day of November, 2021.

6 McDONALD CARANO LLP

7  
8 By: /s/ Kristen T. Gallagher

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10 Kristen T. Gallagher (NSBN 9561)

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19 *Services (Mandavia), Ltd., Team Physicians*  
20 *of Nevada-Mandavia, P.C. & Crum, Stefanko*  
21 *and Jones, Ltd. dba Ruby Crest Emergency Medicine*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS' MOTION IN LIMINE NO. 32 TO EXCLUDE EVIDENCE OR ARGUMENT RELATING TO MATERIALS, EVENTS, OR CONDUCT THAT OCCURRED ON OR AFTER JANUARY 1, 2020** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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*Attorneys for Defendants*

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/s/ Marianne Carter

An employee of McDonald Carano LLP

*Heather S. Linn*

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*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**ORDER DENYING DEFENDANTS'  
MOTION IN LIMINE NO. 32 TO  
EXCLUDE EVIDENCE OR  
ARGUMENT RELATING TO  
MATERIALS, EVENTS, OR  
CONDUCT THAT OCCURRED ON OR  
AFTER JANUARY 1, 2020**

Hearing Date: October 22, 2021  
Hearing Time: 10:00 a.m.

This matter came before the Court on October 22, 2021 on defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada, Inc.'s (collectively, "United") Motion in Limine No. 32 to Exclude Evidence or Argument Relating to Materials, Events, or Conduct that Occurred On or After January 1, 2020 (the "Motion"). Pat Lundvall, Kristen T. Gallagher and Amanda M. Perach, McDonald Carano LLP; and John Zavitsanos, Joe Ahmad, Jane Robinson, Kevin Leyendecker and Jason McManis, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers"). Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; Lee Blalack and Dimitri Portnoi O'Melveny & Myers LLP; and Dan Polsenberg, Lewis Roca Rothgerber Christie LLP appeared on behalf of United.

The Court, having considered the Motion and the Health Care Providers' opposition, and the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

IT IS HEREBY ORDERED that the Motion is DENIED for the reasons stated on the record.

November 1, 2021

Dated this 1st day of November, 2021

*Nancy L Alf*

TW

49B 8B4 5DBB 15A1  
Nancy Alf  
District Court Judge

Submitted by:

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

/s/ Jason S. McManis

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Approved as to form and content:

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**Subject:** RE: Pretrial Orders  
**Attachments:** Defs' revisions to Pls' revised MILs (1, 3, 5, 7, 11, 13).zip; Order on Plaintiffs MIL Re Dropped Claims (Defendants' redline) (03374558x9C8C6).docx

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007263

1 **CSERV**

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

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9 United Healthcare Insurance  
Company, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation.

Defendants

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

**NOTICE OF ENTRY ORDER DENYING  
DEFENDANTS' MOTION IN LIMINE  
TO PRECLUDE CERTAIN EXPERT  
TESTIMONY AND FACT WITNESS  
TESTIMONY BY PLAINTIFFS' NON-  
RETAINED EXPERT ROBERT  
FRANTZ, M.D.**

007268

1 PLEASE TAKE NOTICE that an Order Denying Defendants' Motion In Limine To  
2 Preclude Certain Expert Testimony And Fact Witness Testimony By Plaintiffs' Non-Retained  
3 Expert Robert Frantz, M.D. was entered on November 1, 2021, a copy of which is attached  
4 hereto.

5 DATED this 1<sup>st</sup> day of November, 2021.

6 McDONALD CARANO LLP

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8 By: /s/ Kristen T. Gallagher

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19 *Services (Mandavia), Ltd., Team Physicians*  
20 *of Nevada-Mandavia, P.C. & Crum, Stefanko*  
21 *and Jones, Ltd. dba Ruby Crest Emergency Medicine*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY ORDER DENYING DEFENDANTS' MOTION IN LIMINE TO PRECLUDE CERTAIN EXPERT TESTIMONY AND FACT WITNESS TESTIMONY BY PLAINTIFFS' NON-RETAINED EXPERT ROBERT FRANTZ, M.D.** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**ORDER DENYING DEFENDANTS'  
MOTION IN LIMINE TO PRECLUDE  
CERTAIN EXPERT TESTIMONY AND  
FACT WITNESS TESTIMONY BY  
PLAINTIFFS' NON-RETAINED  
EXPERT ROBERT FRANTZ, M.D.**

Hearing Date: October 22, 2021  
Hearing Time: 10:00 a.m.

This matter came before the Court on October 22, 2021 on defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada, Inc.'s (collectively, "United") Motion in Limine to Preclude Certain Expert Testimony and Fact Witness Testimony by Plaintiffs' Non-Retained Expert Robert Frantz, M.D. (the "Motion"). Pat Lundvall, Kristen T. Gallagher and Amanda M. Perach, McDonald Carano LLP; and John Zavitsanos, Joe Ahmad, Jane Robinson, Kevin Leyendecker and Jason McManis, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers"). Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; Lee Blalack and Dimitri Portnoi O'Melveny & Myers LLP; and Dan Polsenberg, Lewis Roca Rothgerber Christie LLP appeared on behalf of United.

The Court, having considered the Motion and the Health Care Providers' opposition, and the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

IT IS HEREBY ORDERED that the Motion is DENIED for the reasons stated on the record.

November 1, 2021

Dated this 1st day of November, 2021

*Nancy L Allf*

TW

9B9 031 B9BD A8D6  
Nancy Allf  
District Court Judge

McDONALD CARANO

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007272

Submitted by:

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**Cc:** Balkenbush, Colby; Michael Killingsworth; TMH010; Pat Lundvall; Amanda Perach; Kristen T. Gallagher  
**Subject:** RE: Pretrial Orders  
**Attachments:** Defs' revisions to Pls' revised MILs (1, 3, 5, 7, 11, 13).zip; Order on Plaintiffs MIL Re Dropped Claims (Defendants' redline) (03374558x9C8C6).docx

Jason,

We are confirming that you may sign and submit the Orders denying Defendants' MILs 2, 4, 8, 10, 12, 14, 15, 20, 27. You may also sign and submit the Orders denying Defendants' MILs 18, 24, 29, 32, 38, and unnumbered Frantz, as well as the Order denying Defendants' Motion to Strike Leathers.

007275

007275

1 **CSERV**

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 Fremont Emergency Services  
(Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8  
9 United Healthcare Insurance  
Company, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Denying was served via the court's electronic eFile system to all  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES  
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NEVADA-MANDAVIA, P.C., a Nevada  
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STEFANKO AND JONES, LTD. dba RUBY  
CREST EMERGENCY MEDICINE, a  
Nevada professional corporation,

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
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MEDICAL RESOURCES, a Delaware  
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INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation.

Defendants

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

**NOTICE OF ENTRY OF ORDER  
DENYING DEFENDANTS' MOTION IN  
LIMINE NO. 38 TO EXCLUDE  
EVIDENCE OR ARGUMENT  
RELATING TO DEFENDANTS' USE OF  
MULTIPLAN AND THE DATA ISIGHT  
SERVICE, INCLUDING ANY ALLEGED  
CONSPIRACY OR FRAUD RELATING  
TO THE USE OF THOSE SERVICES**

007280

1 PLEASE TAKE NOTICE that an Order Denying Defendants' Motion In Limine No. 38  
2 To Exclude Evidence Or Argument Relating To Defendants' Use Of Multiplan And The Data  
3 Isight Service, Including Any Alleged Conspiracy Or Fraud Relating To The Use Of Those  
4 Services was entered on November 1, 2021, a copy of which is attached hereto.

5 DATED this 1<sup>st</sup> day of November, 2021.

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20 *of Nevada-Mandavia, P.C. & Crum, Stefanko*  
21 *and Jones, Ltd. dba Ruby Crest Emergency Medicine*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS' MOTION IN LIMINE NO. 38 TO EXCLUDE EVIDENCE OR ARGUMENT RELATING TO DEFENDANTS' USE OF MULTIPLAN AND THE DATA ISIGHT SERVICE, INCLUDING ANY ALLEGED CONSPIRACY OR FRAUD RELATING TO THE USE OF THOSE SERVICES** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**ORDER DENYING DEFENDANTS'  
MOTION IN LIMINE NO. 38 TO  
EXCLUDE EVIDENCE OR  
ARGUMENT RELATING TO  
DEFENDANTS' USE OF MULTIPLAN  
AND THE DATA ISIGHT SERVICE,  
INCLUDING ANY ALLEGED  
CONSPIRACY OR FRAUD RELATING  
TO THE USE OF THOSE SERVICES**

Hearing Date: October 22, 2021  
Hearing Time: 10:00 a.m.

1 This matter came before the Court on October 22, 2021 on defendants UnitedHealthcare  
 2 Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Sierra Health and Life  
 3 Insurance Co., Inc.; and Health Plan of Nevada, Inc.'s (collectively, "United") Motion in Limine  
 4 No. 38 to Exclude Evidence or Argument Relating to Defendants' Use of Multiplan and the Data  
 5 iSight Service, Including Any Alleged Conspiracy or Fraud Relating to the Use of Those  
 6 Services (the "Motion"). Pat Lundvall, Kristen T. Gallagher and Amanda M. Perach, McDonald  
 7 Carano LLP; and John Zavitsanos, Joe Ahmad, Jane Robinson, Kevin Leyendecker and Jason  
 8 McManis, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., appeared on behalf of  
 9 plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians of  
 10 Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby Crest  
 11 Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers"). Colby  
 12 Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; Lee Blalack and Dimitri Portnoi  
 13 O'Melveny & Myers LLP; and Dan Polsenberg, Lewis Roca Rothgerber Christie LLP appeared  
 14 on behalf of United.

15 The Court, having considered the Motion and the Health Care Providers' opposition, and  
 16 the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders  
 17 as follows:

18 IT IS HEREBY ORDERED that the Motion is DENIED for the reasons stated on the  
 19 record.

20 Dated this 1st day of November, 2021  
 November 1, 2021

*Nancy L Alf*

96A F2E 4843 EBBB  
 Nancy Alf  
 District Court Judge

TW



Submitted by:

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**Marianne Carter**

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**Cc:** Balkenbush, Colby; Michael Killingsworth; TMH010; Pat Lundvall; Amanda Perach; Kristen T. Gallagher  
**Subject:** RE: Pretrial Orders  
**Attachments:** Defs' revisions to Pls' revised MILs (1, 3, 5, 7, 11, 13).zip; Order on Plaintiffs MIL Re Dropped Claims (Defendants' redline) (03374558x9C8C6).docx

Jason,

We are confirming that you may sign and submit the Orders denying Defendants' MILs 2, 4, 8, 10, 12, 14, 15, 20, 27. You may also sign and submit the Orders denying Defendants' MILs 18, 24, 29, 32, 38, and unnumbered Frantz, as well as the Order denying Defendants' Motion to Strike Leathers.

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1 **CSERV**

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 Fremont Emergency Services  
(Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8  
9 United Healthcare Insurance  
Company, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation.

Defendants

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

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS' MOTION IN  
LIMINE TO EXCLUDE EVIDENCE,  
TESTIMONY AND-OR ARGUMENT  
REGARDING THE FACT THAT  
PLAINTIFFS HAVE DISMISSED  
CERTAIN CLAIMS**

007292

1 PLEASE TAKE NOTICE that an Order Granting Plaintiffs' Motion In Limine To  
2 Exclude Evidence, Testimony And-Or Argument Regarding The Fact That Plaintiffs Have  
3 Dismissed Certain Claims was entered on November 1, 2021, a copy of which is attached  
4 hereto.

5 DATED this 1<sup>st</sup> day of November, 2021.

6 McDONALD CARANO LLP

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8 By: /s/ Kristen T. Gallagher

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21 *and Jones, Ltd. dba Ruby Crest Emergency Medicine*  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY AND-OR ARGUMENT REGARDING THE FACT THAT PLAINTIFFS HAVE DISMISSED CERTAIN CLAIMS** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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Judge David Wall, Special Master  
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/s/ Marianne Carter

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**ORDER GRANTING PLAINTIFFS'  
MOTION IN LIMINE TO EXCLUDE  
EVIDENCE, TESTIMONY AND/OR  
ARGUMENT REGARDING THE FACT  
THAT PLAINTIFFS HAVE  
DISMISSED CERTAIN CLAIMS**

Hearing Date: October 20, 2021  
Hearing Time: 1:00 p.m.

1 This matter came before the Court on October 20, 2021 on plaintiffs Fremont Emergency  
2 Services (Mandavia), Ltd. (“Fremont”); Team Physicians of Nevada-Mandavia, P.C. (“Team  
3 Physicians”); Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine’s (“Ruby  
4 Crest” and collectively the “Health Care Providers”) Motion in Limine to Exclude Evidence,  
5 Testimony and/or Argument Regarding the Fact that Plaintiffs Have Dismissed Certain Claims  
6 and Parties (the “Motion”). Pat Lundvall, Kristen T. Gallagher and Amanda M. Perach,  
7 McDonald Carano LLP; and John Zavitsanos and Jason McManis, Ahmad, Zavitsanos,  
8 Anaipakos, Alavi & Mensing, P.C., appeared on behalf of the Health Care Providers. Colby  
9 Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; K. Lee Blalack and Dimitri  
10 Portnoi, O’Melveny & Myers LLP; and Dan Polsenberg, Lewis Roca Rothgerber Christie LLP  
11 appeared on behalf of UnitedHealthcare Insurance Company; United HealthCare Services, Inc.;  
12 UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada, Inc.’s  
13 (collectively, “Defendants”).

14 The Court, having considered the Motion and Defendants’ opposition, and the argument  
15 of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

16 1. At the hearing, counsel for both Parties informed the Court that they had reached  
17 an agreement precluding Defendants from referencing and/or introducing certain paragraphs  
18 from the superseded First Amended Complaint at trial but not precluding Defendants from  
19 referencing and/or introducing other paragraphs from the superseded First Amended Complaint.

20 2. However, the Parties also informed the Court that a dispute remained as to  
21 whether Defendants should be precluded from referencing and/or introducing paragraph 209 of  
22 the superseded First Amended Complaint.

23 3. The Court heard argument from the Parties on whether the information in  
24 paragraph 209 was relevant and found that the information was not relevant.

25 4. Therefore, in addition to the paragraphs of the superseded First Amended  
26 Complaint that the Parties agreed should not be referenced and/or introduced prior to the hearing,  
27 Defendants are precluded from referencing and/or introducing paragraph 209 of the superseded  
28 First Amended Complaint at trial.

1           5.       A redacted version of the superseded First Amended Complaint is attached hereto  
2 as **Exhibit 1**. This version of the First Amended Complaint (1) removes the paragraphs the  
3 Parties previously agreed should not be referenced and/or introduced at trial and (2) removes  
4 paragraph 209 which the Court ruled was irrelevant at the hearing

5           Accordingly,

6                               **ORDER**

7           IT IS HEREBY ORDERED that Defendants are precluded from referencing and/or  
8 introducing at trial any paragraphs of the First Amended Complaint that are not set forth in  
9 **Exhibit 1** to this Order.

10           **IT IS SO ORDERED.**

11           November 1, 2021

Dated this 1st day of November, 2021

Nancy L Alf

TW

C88 ECC 8739 D85F  
Nancy Alf  
District Court Judge

McDONALD CARANO

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007297

Submitted by:

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Approved as to form and content:

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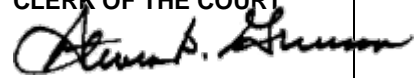


# EXHIBIT 1

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007300

# EXHIBIT 1



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*Attorneys for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**FIRST AMENDED COMPLAINT**

**Jury Trial Demanded**

Pursuant to the Court's May 15, 2020 Order, Plaintiffs' First Amended Complaint follows.

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*Attorneys for Plaintiffs Fremont Emergency  
 Services (Mandavia), Ltd., Team Physicians  
 of Nevada-Mandavia, P.C. & Crum, Stefanko and  
 Jones, Ltd. dba Ruby Crest Emergency Medicine*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 2:19-cv-00832-JAD-VCF

**FIRST AMENDED COMPLAINT**

**Jury Trial Demanded**

Plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians  
 of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby  
 Crest Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers") as and

1 for their First Amended Complaint against defendants UnitedHealth Group, Inc. (“UHG”), and  
2 its subsidiaries and/or affiliates United Healthcare Insurance Company (“UHCIC”) United  
3 Health Care Services Inc. dba UnitedHealthcare (“UHC Services”); UMR, Inc. dba United  
4 Medical Resources (“UMR”); Oxford Benefit Management, Inc. (“Oxford” together with UHG,  
5 UHC Services and UMR, the “UHC Affiliates” and with UHCIC, the “UH Parties”); Sierra  
6 Health and Life Insurance Company, Inc. (“Sierra Health”); Sierra Health-Care Options, Inc.  
7 (“Sierra Options” and together with Sierra Health, the “Sierra Affiliates”); Health Plan of  
8 Nevada, Inc. (“HPN”) (collectively “Defendants”) hereby complain and allege as follows:

### 9 NATURE OF THIS ACTION

10 1. This action arises out of a dispute concerning the rate at which Defendants  
11 reimburse the Health Care Providers for the emergency medicine services they have already  
12 provided, and continue to provide, to patients covered under the health plans underwritten,  
13 operated, and/or administered by Defendants (the “Health Plans”) (Health Plan beneficiaries for  
14 whom the Health Care Providers performed covered services that were not reimbursed correctly  
15 shall be referred to as “Patients” or “Members”).<sup>1</sup> Collectively, Defendants have manipulated,  
16 are continuing to manipulate, and have conspired to manipulate their third party payment rates to  
17 defraud the Health Care Providers, to deny them reasonable payment for their services which the  
18 law requires, and to coerce or extort the Health Care Providers into contracts that only provide  
19 for manipulated rates. Defendants have reaped millions of dollars from their illegal, coercive,  
20 unfair, fraudulent conduct and will reap millions more if their conduct is not stopped.

21 2. Defendants have manipulated, are continuing to manipulate, and have conspired  
22 to manipulate their payment rates to defraud the Health Care Providers and deny them  
23 reasonable payment for services, which the law requires.

24 \_\_\_\_\_  
25 <sup>1</sup> The Health Care Providers do not assert any causes of action with respect to any Patient whose  
26 health insurance was issued under Medicare Part C (Medicare Advantage) or is provided under  
27 the Federal Employee Health Benefits Act (FEHBA). The Health Care Providers also do not  
28 assert any claims relating to Defendants’ managed Medicaid business or with respect to the right  
to payment under any ERISA plan. Finally, the Health Care Providers do not assert claims that  
are dependent on the existence of an assignment of benefits (“AOB”) from any of Defendants’  
Members. Thus, there is – and was – no basis to remove this lawsuit to federal court under  
federal question jurisdiction.

**PARTIES**

3. Plaintiff Fremont Emergency Services (Mandavia), Ltd. ("Fremont") is a professional emergency medicine services group practice that staffs the emergency departments at ER at Aliante; ER at The Lakes; Mountainview Hospital; Dignity Health – St. Rose Dominican Hospitals, Rose de Lima Campus; Dignity Health – St. Rose Dominican Hospitals, San Martin Campus; Dignity Health – St. Rose Dominican Hospitals, Siena Campus; Southern Hills Hospital and Medical Center; and Sunrise Hospital and Medical Center located throughout Clark County, Nevada. Fremont is part of the TeamHealth Holdings, Inc. ("TeamHealth") organization.

4. Plaintiff Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians") is a professional emergency medicine services group practice that staffs the emergency department at Banner Churchill Community Hospital in Fallon, Nevada.

5. Plaintiff Crum, Stefanko And Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest") is a professional emergency medicine services group practice that staffs the emergency department at Northeastern Nevada Regional Hospital in Elko, Nevada.

6. Defendant UnitedHealth Group, Inc. ("UHG") is the largest single health carrier in the United States and is a Delaware corporation with its principal place of business in Minnesota. UHG is a publicly-traded holding company that is dependent upon monies (including dividends and administrative expense reimbursements) from its subsidiaries and affiliates which include all of the other Defendant entities named herein.

7. Defendant United HealthCare Insurance Company ("UHCIC") is a Connecticut corporation with its principal place of business in Connecticut. UHCIC is responsible for administering and/or paying for certain emergency medical services at issue in the litigation. On information and belief, United HealthCare Insurance Company is a licensed Nevada health and life insurance company.

8. Defendant United HealthCare Services, Inc. dba UnitedHealthcare ("UHC Services") is a Minnesota corporation with its principal place of business in Connecticut and affiliate of UHCIC. UHC Services is responsible for administering and/or paying for certain

**Marianne Carter**

---

**From:** Portnoi, Dimitri D. <dportnoi@omm.com>  
**Sent:** Sunday, October 31, 2021 5:09 PM  
**To:** Jason McManis; Legendy, Philip E.; Blalack II, K. Lee  
**Cc:** Balkenbush, Colby; Michael Killingsworth; TMH010; Pat Lundvall; Amanda Perach; Kristen T. Gallagher  
**Subject:** RE: Pretrial Orders

Yes.

---

**From:** Jason McManis <jmcmnis@AZALAW.COM>  
**Sent:** Sunday, October 31, 2021 4:45 PM  
**To:** Portnoi, Dimitri D. <dportnoi@omm.com>; Legendy, Philip E. <plegendy@omm.com>; Blalack II, K. Lee <lblalack@omm.com>  
**Cc:** Balkenbush, Colby <CBalkenbush@wwhgd.com>; Michael Killingsworth <mkillingsworth@AZALAW.COM>; TMH010 <TMH010@azalaw.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>; Amanda Perach <aperach@mcdonaldcarano.com>; Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>  
**Subject:** Re: Pretrial Orders

[EXTERNAL MESSAGE]

Dimitri,

We accept the revisions to the dropped claims order and the orders denying Defendants' MILs 1, 3, 5, 7, 11, and 13.

May we file those with your signature as well?

Thanks,  
 Jason

---

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1 emergency medical services at issue in the litigation. On information and belief, United  
2 HealthCare Services, Inc. is a licensed Nevada health insurance company.

3 9. Defendant UMR, Inc. dba United Medical Resources (“UMR”) is a Delaware  
4 corporation with its principal place of business in Connecticut and affiliate of UHCIC. UMR is  
5 responsible for administering and/or paying for certain emergency medical services at issue in  
6 the litigation. On information and belief, UMR is a licensed Nevada health insurance company.

7 10. Defendant Oxford Health Plans, Inc. (“Oxford”) is a Delaware corporation with  
8 its principal place of business in Connecticut and affiliate of UHCIC. Oxford is responsible for  
9 administering and/or paying for certain emergency medical services at issue in the litigation.

10 11. Defendant Sierra Health and Life Insurance Company, Inc. is a Nevada  
11 corporation and affiliate of UHCIC. Sierra Health is responsible for administering and/or  
12 paying for certain emergency medical services at issue in the litigation. On information and  
13 belief, Sierra Health is a licensed Nevada health insurance company.

14 12. Defendant Sierra Health-Care Options, Inc. (“Sierra Options”) is a Nevada  
15 corporation and affiliate of UHCIC. Sierra Options is responsible for administering and/or  
16 paying for certain emergency medical services at issue in the litigation. On information and  
17 belief, Sierra Options is a licensed Nevada health insurance company.

18 13. Defendant Health Plan of Nevada, Inc. (“HPN”) is a Nevada corporation and  
19 affiliate of UHCIC. HPN is responsible for administering and/or paying for certain emergency  
20 medical services at issue in the litigation. On information and belief, HPN is a licensed Nevada  
21 Health Maintenance Organization (“HMO”).

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**JURISDICTION AND VENUE**

15. The amount in controversy exceeds the sum of fifteen thousand dollars (\$15,000.00), exclusive of interest, attorneys' fees and costs.

16. The Eighth Judicial District Court, Clark County, has subject matter jurisdiction over the matters alleged herein since only state law claims have been asserted and no diversity of citizenship exists. The Health Care Providers contest this Court's subject matter jurisdiction over the matters alleged herein and have moved to remand. *See* Motion to Remand (ECF No. 5). The Health Care Providers do not waive their continued objection to Defendants' removal based on alleged preemption under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1132(a)(1)(B). Venue is proper in Clark County, Nevada.

**FACTS COMMON TO ALL CAUSES OF ACTION*****The Health Care Providers Provide Necessary Emergency Care to Patients***

17. The Health Care Providers are professional practice groups of emergency medicine physicians and healthcare providers that provides emergency medicine services 24 hours per day, 7 days per week to patients presenting to the emergency departments at hospitals and other facilities in Nevada staffed by the Health Care Providers. The Health Care Providers provide emergency department services throughout the State of Nevada.

18. The Health Care Providers and the hospitals whose emergency departments they staff are obligated by both federal and Nevada law to examine any individual visiting the emergency department and to provide stabilizing treatment to any such individual with an emergency medical condition, regardless of the individual's insurance coverage or ability to pay. *See* Emergency Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd; NRS 439B.410. The Health Care Providers fulfill this obligation for the hospitals which they staff. In this role, the Health Care Providers' physicians provide emergency medicine services to all patients, regardless of insurance coverage or ability to pay, including to Patients with insurance coverage issued, administered and/or underwritten by Defendants.



1           19.     Upon information and belief, Defendants operate as an HMO under NRS Chapter  
2     695C, and is an insurer under NRS Chapters 679A, 689A (Individual Health Insurance), 689B  
3     (Group and Blanket Health Insurance), 689C (Health Insurance for Small Employers) and 695G  
4     (Managed Care Organization). Defendants provide, either directly or through arrangements with  
5     providers such as hospitals and the Health Care Providers, healthcare benefits to its members.

6           20.     There is no written agreement between Defendants and the Health Care Providers  
7     for the healthcare claims at issue in this litigation; the Health Care Providers are therefore  
8     designated as a “non-participating” or “out-of-network” provider for all of the claims at issue.  
9     An implied-in-fact agreement exists between the Health Care Providers and Defendants,  
10    however.

11          21.     Because federal and state law requires that emergency services be provided to  
12    individuals by the Health Care Providers without regard to insurance status or ability to pay, the  
13    law protects emergency service providers -- like Fremont here -- from predatory conduct by  
14    payors, including the kind of conduct in which Defendants have engaged leading to this dispute.  
15    If the law did not do so, emergency service providers would be at the mercy of such payors. the  
16    Health Care Providers would be forced to accept payment at any rate or no rate at all dictated by  
17    insurers under threat of receiving no payment, and then the Health Care Providers would be  
18    forced to transfer the financial burden of care in whole or in part onto Patients. The Health Care  
19    Providers are protected by law, which requires that for the claims at issue, the insurer must  
20    reimburse the Health Care Providers at a reasonable rate or the usual and customary rate for  
21    services they provide.

22          22.     The Health Care Providers regularly provide emergency services to Defendants’  
23    Patients.

24          23.     Defendants are contractually and legally responsible for ensuring that Patients  
25    receive emergency services without obtaining prior approval and without regard to the “in  
26    network” or “out-of-network” status of the emergency services provider.

27          24.     The uhc.com website state:

28                 There are no prior authorization requirements for emergency  
                    services in a true emergency, even if the emergency services are

provided by an out-of-network provider. Payment for the emergency service will follow the plan rules for network emergency coverage. This provision applies to all non-grandfathered fully insured and self-funded group health plans [Fully Funded plans], as well as group and individual health insurance issuers [Employer Funded plans].

25. Relevant to this action:

a. From July 1, 2017 through the present, Fremont has provided emergency medicine services to Defendants' Members as an out-of-network provider of emergency services as follows: ER at Aliante (approximately July 2017-present); ER at The Lakes (approximately July 2017-present); Mountainview Hospital (approximately July 2017-present); Dignity Health – St. Rose Dominican Hospitals, Rose de Lima Campus (approximately July 2017-October 2018); Dignity Health – St. Rose Dominican Hospitals, San Martin Campus approximately (July 2017-October 2018); Dignity Health – St. Rose Dominican Hospitals, Siena Campus (approximately July 2017-October 2018); Southern Hills Hospital and Medical Center (approximately July 2017-present); and Sunrise Hospital and Medical Center (approximately July 2017-present).

b. At all times relevant hereto, Team Physicians and Ruby Crest have provided emergency medicine services to Defendants' Members as out-of-network providers of emergency services at Banner Churchill Community Hospital in Fallon, Nevada and Northeastern Nevada Regional Hospital in Elko, Nevada, respectively.

26. Defendants have generally adjudicated and paid claims with dates of service through July 31, 2019. As the claims continue to accrue, so do the Health Care Providers' damages. For each of the claims for which the Health Care Providers seek damages, Defendants have already determined the claim was covered and payable.

***The Relationship Between the Health Care Providers and Defendants***

27. Defendants provide health insurance to their members (*i.e.*, their insureds).

28. In exchange for premiums, fees, and/or other compensation, Defendants are responsible for paying for health care services rendered to members covered by their health plans.

...

29. In addition, Defendants provide services to their Members, such as building participating provider networks and negotiating rates with providers who join their networks.

30. Defendants offer a range of health insurance plans. Plans generally fall into one of two categories.

31. “Fully Funded” plans are plans in which Defendants collect premiums directly from their members (or from third parties on behalf of their members) and pay claims directly from the pool of funds created by those premiums.

32. “Employer Funded” plans are plans in which Defendants provide administrative services to their employer clients, including processing, analysis, approval, and payment of health care claims, using the funds of the claimant’s employer.

33. Defendants provide coverage for emergency medical services under both types of plans.

34. Defendants are contractually and legally responsible for ensuring that their members can receive such services (a) without obtaining prior approval and (b) without regard to the “in network” or “out-of-network” status of the emergency services provider.

35. Defendants highlight such coverage in marketing their insurance products.

36. For example, on the “patient protections” section of Defendants’ website, [uhc.com](http://uhc.com), Defendants state:

There are no prior authorization requirements for emergency services in a true emergency, even if the emergency services are provided by an out-of-network provider. Payment for the emergency service will follow the plan rules for network emergency coverage. This provision applies to all non-grandfathered fully insured and self-funded group health plans [Fully Funded plans], as well as group and individual health insurance issuers [Employer Funded plans].

37. Payors typically demand a lower payment rate from contracted participating providers.

38. In return, payors offer participating providers certainty and timeliness of payment, access to the payor’s formal appeals and dispute resolution processes, and other benefits.

1           39. For all claims at issue in this lawsuit, the Health Care Providers were non-  
2 participating providers, meaning they did not have an express contract with Defendants to accept  
3 or be bound by Defendants' reimbursement policies or in-network rates.

4           40. Specifically, the reimbursement claims within the scope of this action are (a) non-  
5 participating commercial claims (including for patients covered by Affordable Care Act  
6 Exchange products), (b) that were adjudicated as covered, and allowed as payable by  
7 Defendants, (c) at rates below the billed charges and a reasonable payment for the services  
8 rendered, (d) as measured by the community where they were performed and by the person who  
9 provided them. These claims are collectively referred to herein as the "Non-Participating  
10 Claims."

11           41. The Non-Participating Claims involve only commercial and Exchange Products  
12 operated, insured, or administered by the insurance company Defendants. They do not involve  
13 Medicare Advantage or Medicaid products.

14           42. Further, the Non-Participating Claims at issue do not involve coverage  
15 determinations under any health plan that may be subject to the federal Employee Retirement  
16 Income Security Act of 1974, or claims for benefits based on assignment of benefits.<sup>2</sup>

17           43. Those counts concern the *rate* of payment to which the Health Care Providers are  
18 entitled, not whether a *right* to receive payment exists.

19           44. Defendants bear responsibility for paying for emergency medical care provided to  
20 their members regardless of whether the treating physician is an in-network or out-of-network  
21 provider.

22           45. Defendants understand and expressly acknowledge that their members will seek  
23 emergency treatment from non-participating providers and that Defendants are obligated to pay  
24 for those services.

25 ...

26 ...

---

27 <sup>2</sup> The Health Care Providers understand, in any event, that Defendants do not require or rely  
28 upon assignments from their members in order to pay claims for services provided by the Health  
Care Providers to their members.

***The Reasonable Rate for Non-Participating Emergency Services is Well-Established***

46. Defendants have traditionally allowed payment at 75-90% of billed charges for the Health Care Providers' emergency services.

47. Defendants have done so largely through the use of rental networks, which establish a reasonable rate for out-of-network provider services through arms-length negotiations between the rental network and providers on the one hand, and the rental network and health insurance companies on the other.

48. Rental networks act as "brokers" between non-participating providers and health insurance companies.

49. A rental network will secure a contract with a provider to discount its out-of-network charges.

50. The rental network then contracts with (or "rents" its network to) health insurance companies to allow the insurer access to the rental network and to the providers' agreed-upon discounted rates.

51. As such, rental networks' negotiated rates act as a proxy for a reasonable rate of reimbursement for out-of-network emergency services, both in the industry as a whole and for particular payors.

52. For many years, the Health Care Providers' respective contracts with a range of rental networks, including MultiPlan, have contemplated a modest discount from the Health Care Providers' billed charges for claims adjudicated through the rental network agreement.

53. In practice, nearly all of the Health Care Providers' non-participating provider claims submitted under Employer Funded plans from 2008 to 2017 were paid at between 75-90% of billed charges, including the Non-Participating Claims submitted to Defendants.

54. This longstanding history establishes that a reasonable reimbursement rate for the Health Care Providers' Non-Participating Claims for emergency services is 75-90% of the Health Care Providers' billed charge.

55. Beginning in approximately January 2019, Defendants have further slashed their reimbursement rate for Non-Participating Claims to less than 60%, and to as low as 12% of the

1 charges billed for professional services, rates that are well-below reasonable reimbursement  
2 rates.

3 56. Defendants' drastic payment cuts are entirely inconsistent with the established  
4 rate and history between the parties.

5 ***Defendants Paid the Health Care Providers Unreasonable Rates***

6 57. Defendants arbitrarily began manipulating the rate of payment for claims  
7 submitted by the Health Care Providers. Defendants drastically reduced the rates at which they  
8 paid the Health Care Providers for emergency services for some claims, but not others. Instead  
9 of paying a usual and customary rate of the charges billed by the Health Care Providers,  
10 Defendants paid some of the claims for emergency services rendered by the Health Care  
11 Providers at far below the usual and customary rates. Yet, Defendants paid other substantially  
12 identical claims (e.g. claims billed with the same Current Procedural Terminology (CPT) Code,  
13 as maintained by American Medical Association) submitted by the Health Care Providers at  
14 higher rates and in some instances at 100% of the billed charge.

15 a. For example, on October 10, 2017, Defendants' Member #1, presented to  
16 the emergency department at Southern Hills Hospital and was treated by Fremont's providers.  
17 The professional services were billed with CPT Code 99285 in the amount \$1,295.00;  
18 Defendants allowed and paid \$223.00, which is just 17% of the charges billed. By contrast, on  
19 October 9, 2017, Defendants' Member #2 presented to the emergency department at St. Rose  
20 Dominican Hospitals, Siena Campus. The professional services were billed with CPT Code  
21 99285 in the amount \$1,295.00; Defendants paid \$1,295.00, 100% of the charges billed.

22 b. By way of further example, between January 9 and 31, 2019, Defendants'  
23 Members #3, #4, #5 all presented to emergency departments staffed by Fremont's providers. In  
24 each instance the professional services were billed with CPT Code 99285 and Defendants paid  
25 nearly all or 100% of the billed charges. By contrast, on February 26, 2019, Defendants'  
26 Members #6, #7 and #8 all presented to emergency departments staffed by Fremont. In each  
27 instance the professional services were billed with CPT Code 99285 in the amount of \$1,360.00  
28 and Defendants only paid \$185.00, a mere 13.6% of the billed charges in each instance.

1 c. Further, Fremont's providers treated Member #9 on March 3, 2019. The  
2 professional services were billed at \$971.00 (CPT 99284) and Defendants allowed \$217.53,  
3 which is 22% of billed charges.

4 d. The Health Care Providers do not assert any of the foregoing claims  
5 pursuant to, or in reliance on, any assignment of benefit by Defendants' Members. Upon  
6 information and belief, Defendants do not require or rely upon assignment of benefits from their  
7 Members in order to pay claims for services provided by the Health Care Providers.

8 58. Defendants generally paid lower reimbursement rates for services provided to  
9 Members of their fully insured plans and authorize payment at higher reimbursement rates for  
10 services provided to Members of employer funded plans or those plans under which they  
11 provide administrator services only.

12 59. The Health Care Providers have continued to provide emergency medicine  
13 treatment, as required by law, to Patients covered by Defendants' plans who seek care at the  
14 emergency departments where they provide coverage.

15 60. Defendants bear responsibility for paying for emergency medical care provided to  
16 their Members regardless of whether the treating physician is an in-network or out-of-network  
17 provider.

18 61. Defendants expressly acknowledge that their Members will seek emergency  
19 treatment from non-participating providers and that they are obligated to pay for those services.

20 62. In emergency situations, individuals go to the nearest hospital for care,  
21 particularly if they are transported by ambulance. Patients facing an emergency situation are  
22 unlikely to have the opportunity to determine in advance which hospitals and physicians are in-  
23 network under their health plan. Defendants are obligated to reimburse the Health Care  
24 Providers at the usual and customary rate for emergency services the Health Care Providers  
25 provided to their Patients, or alternatively for the reasonable value of the services provided.

26 63. Defendants' Members received a wide variety of emergency services (in some  
27 instances, life-saving services) from the Health Care Providers' physicians: treatment of  
28



1 conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis and  
2 shock, to gastric and/or obstetrical distress.

3 64. As alleged herein, the Health Care Providers provided treatment on an out-of-  
4 network basis for emergency services to thousands of Patients who were Members in  
5 Defendants' Health Plans. The total underpayment amount for these related claims is in excess  
6 of \$15,000.00 and continues to grow. Defendants have likewise failed to attempt in good faith  
7 to effectuate a prompt, fair, and equitable settlement of these claims.

8 65. Defendants paid some claims at an appropriate rate and others at a significantly  
9 reduced rate which is demonstrative of an arbitrary and selective program and motive or intent  
10 to unjustifiably reduce the overall amount Defendants pay to the Health Care Providers.  
11 Defendants implemented this program to coerce, influence and leverage business discussions  
12 with the Health Care Providers to become a participating provider at significantly reduced rates,  
13 as well as to unfairly and illegally profit from a manipulation of payment rates.

14 66. Defendants failed to attempt in good faith to effectuate a prompt, fair, and  
15 equitable settlement of the subject claims as legally required.

16 67. The Health Care Providers contested the unsatisfactory rate of payment received  
17 from Defendants in connection with the claims that are the subject of this action.

18 68. All conditions precedent to the institution and maintenance of this action have  
19 been performed, waived, or otherwise satisfied.

20 69. The Health Care Providers bring this action to compel Defendants to pay it the  
21 usual and customary rate or alternatively for the reasonable value of the professional emergency  
22 medical services for the emergency services that it provided and will continue to provide  
23 Patients and to stop Defendants from profiting from their manipulation of payment rate data.

24 ***Defendants' Prior Manipulation of Reimbursement Rates***

25 70. Defendants have a history of manipulating their reimbursement rates for non-  
26 participating providers to maximize their own profits at the expense of others, including their  
27 own Members.  
28



1           71. In 2009, defendant UnitedHealth Group, Inc. was investigated by the New York  
2 Attorney General for allegedly using its wholly-owned subsidiary, Ingenix, to illegally  
3 manipulate reimbursements to non-participating providers.

4           72. The investigation revealed that Ingenix maintained a database of health care  
5 billing information that intentionally skewed reimbursement rates downward through faulty data  
6 collection, poor pooling procedures, and lack of audits.

7           73. Defendant UnitedHealth Group, Inc. ultimately paid a \$50 million settlement to  
8 fund an independent nonprofit organization known as FAIR Health to operate a new database to  
9 serve as a transparent reimbursement benchmark.

10           74. In a press release announcing the settlement, the New York Attorney General  
11 noted that: “For the past ten years, American patients have suffered from unfair reimbursements  
12 for critical medical services due to a conflict-ridden system that has been owned, operated, and  
13 manipulated by the health insurance industry.”

14           75. Also in 2009, for the same conduct, defendants UnitedHealth Group, Inc., United  
15 HealthCare Insurance Co., and United HealthCare Services, Inc. paid \$350 million to settle class  
16 action claims alleging that they underpaid non-participating providers for services in *The*  
17 *American Medical Association, et al. v. United Healthcare Corp., et al.*, Civil Action No. 00-  
18 2800 (S.D.N.Y.).

19           76. Since its inception, FAIR Health’s benchmark databases have been used by state  
20 government agencies, medical societies, and other organizations to set reimbursement for non-  
21 participating providers.

22           77. For example, the State of Connecticut uses FAIR Health’s database to determine  
23 reimbursement for non-participating providers’ emergency services under the state’s consumer  
24 protection law.

25           78. Defendants tout the use of FAIR Health and its benchmark databases to  
26 determine non-participating, out-of-network payment amounts on its website.

27           79. As stated on Defendants’ website ([https://www.uhc.com/legal/information-on-](https://www.uhc.com/legal/information-on-payment-of-out-of-network-benefits)  
28 [payment-of-out-of-network-benefits](https://www.uhc.com/legal/information-on-payment-of-out-of-network-benefits)) for non-participating provider claims, the relevant United

1 Health Group affiliate will “in many cases” pay the lower of a provider’s actual billed charge or  
2 “the reasonable and customary amount,” “the usual customary and reasonable amount,” “the  
3 prevailing rate,” or other similar terms that base payment on what health care providers in the  
4 geographic area are charging.

5 80. While Defendants give the appearance of remitting reimbursement to non-  
6 participating providers that meet usual and customary rates and/or the reasonable value of  
7 services based on geography that is measured from independent benchmark services such as the  
8 FAIR Health database, Defendants have found other ways to manipulate the reimbursement rate  
9 downward from a usual and customary or reasonable rate in order to maximize profits at the  
10 expense of the Health Care Providers.

11 81. During the relevant time, Defendants imposed significant cuts to the Health Care  
12 Providers’ reimbursement rate for out-of-network claims under Defendants’ fully funded plans,  
13 without rationale or justification.

14 82. Defendants pay claims under fully funded plans out of their own pool of funds, so  
15 every dollar that is not paid to the Health Care Providers is a dollar retained by Defendants for  
16 their own use.

17 83. Defendants’ detrimental approach to payments for members in fully funded plans  
18 continues today, Defendants have made payments to the Health Care Providers at rates as low as  
19 20% of billed charges.

20 84. Team Physicians’ providers treated Member #10 on March 15, 2019 and the  
21 professional services (CPT 99285) were billed in the amount of \$1,138.00, but Defendants  
22 allowed \$435.20 which is just 38% of the billed charges.

23 85. In another example, Team Physicians’ providers treated Member #11 on  
24 February 9, 2019 and the professional services (CPT 99285) were billed in the amount of  
25 \$1,084.00, but Defendants allowed \$609.28 which is just 56% of the billed charges.

26 86. Further, Fremont’s providers treated Member #12 on April 17, 2019 and the  
27 professional services were billed in the amount of \$1,428.00 (CPT 99285), but defendants  
28 allowed \$435.20 which is 30% of the billed charges.

1 87. Fremont also treated Member #13 on March 25, 2019 and the professional  
2 services were billed in the amount of \$973.00, but defendants allowed \$214.51 which is 22% of  
3 the billed charges.

4 88. As a result of these deep cuts in payments for services provided to Members of  
5 fully funded plans, Defendants have not paid the Health Care Providers a reasonable rate for  
6 those services since early 2019.

7 89. In so doing, Defendants have illegally retained those funds.

8 ***Defendants' Current Schemes***

9 90. In 2017, Defendants also attempted to pay less than a reasonable rate on their  
10 employer funded plans, further exacerbating the financial damages to the Health Care Providers.

11 91. From late 2017 to 2018, over the course of multiple meetings in person, by  
12 phone, and by email correspondence, the Health Care Providers' representatives tried to  
13 negotiate with Defendants to become participating, in-network providers.

14 92. As part of these negotiations, the Health Care Providers' representatives met with  
15 Dan Rosenthal, President of Defendant UnitedHealth Networks, Inc., John Haben, Vice  
16 President of Defendant UnitedHealth Networks, Inc., and Greg Dosedel, Vice President of  
17 National Ancillary Contracting & Strategy at Defendant UnitedHealthCare Services, Inc.

18 93. Around December 2017, Mr. Rosenthal told the Health Care Providers'  
19 representatives that Defendants intended to implement a new benchmark pricing program  
20 specifically for their employer funded plans to decrease the rate at which such claims were to be  
21 paid.

22 94. Defendants then proposed a contractual rate for their employer funded plans that  
23 was roughly half the average reasonable rate at which Defendants have historically reimbursed  
24 providers – a drastic and unjustified discount from what Defendants have been paying the  
25 Health Care Providers on their non-participating claims in these plans, and an amount materially  
26 less than what Defendants were paying other contracted providers in the same market.

27 95. Defendants' proposed rate was neither reasonable nor fair.  
28

1           96. In May 2018, Mr. Rosenthal escalated his threats, making clear during a meeting  
2 that, if the Health Care Providers did not agree to contract for the drastically reduced rates,  
3 Defendants would implement benchmark pricing that would reduce the Health Care Providers'  
4 non-participating reimbursement by 33%.

5           97. Dan Schumacher, the President and Chief Operating Officer of UnitedHealthcare  
6 Inc. and part of the Office of the Chief Executive of Defendant UnitedHealth Group, Inc., said  
7 that, by April 2019, Defendants would cut the Health Care Providers' non-participating  
8 reimbursement by 50%.

9           98. Asked why Defendants were forcing such dramatic cuts on the Health Care  
10 Providers' reimbursement, Mr. Schumacher said simply "because we can."

11           99. Defendants made good on their threats and knowingly engaged in a fraudulent  
12 scheme to slash reimbursement rates paid to the Health Care Providers for non-participating  
13 claims submitted under their employer funded plans to levels at, or even below, what they had  
14 threatened in 2018.

15           100. Defendants falsely claim that their new rates comply with the law because they  
16 contracted with a purportedly objective and transparent third party, Data iSight, to process the  
17 Health Care Providers' claims and to determine reasonable reimbursement rates.

18           101. Data iSight is the trademark of an analytics service used by health plans to set  
19 payment for claims for services provided to Defendants' Members by non-participating  
20 providers. Data iSight is owned by National Care Network, LLC, a Delaware limited liability  
21 company with its principal place of business in Irving, Texas. Data iSight and National Care  
22 Network, LLC will be collectively referred to as "Data iSight." Data iSight is a wholly-owned  
23 subsidiary of MultiPlan, Inc., a New York corporation with its principal place of business in  
24 New York, NY. MultiPlan acts as a Rental Network "broker" and, in this capacity, has  
25 contracted since as early as June 1, 2016 with some of the Health Care Providers to secure  
26 reasonable rates from payors for the Health Care Providers' non-participating emergency  
27 services. The Health Care Providers have no contract with Data iSight, and the Non-  
28

1 Participating Claims identified in this action are not adjudicated pursuant to the MultiPlan  
2 agreement.

3 102. Since January 2019, Defendants have engaged in a scheme and conspired with  
4 Data iSight to impose arbitrary and unreasonable payment rates on the Health Care Providers  
5 under the guise of utilizing an independent, objective database purportedly created by Data  
6 iSight to dictate the rates imposed by Defendants.

7 103. Defendants also continued to advance this scheme on the negotiation front.

8 104. On July 7, 2019, Mr. Schumacher advised, in a phone call, that Defendants  
9 planned to cut the Health Care Providers' rates over three years to just 42% of the average and  
10 reasonable rate of reimbursement that the Health Care Providers had received in 2018 if the  
11 Health Care Providers did not formally contract with them at the rate dictated by Defendants.

12 105. Mr. Schumacher additionally advised that leadership across the Defendant  
13 entities were aware and supportive of the drastic cuts and provided no objective basis for them.

14 106. The next day, Angie Nierman, a Vice President of Networks at UnitedHealth  
15 Group, Inc., sent a written proposal reflecting Mr. Schumacher's stated cuts.

16 107. In addition to denying the Health Care Providers what is owed to them for the  
17 Non-Participating Claims, Defendants' scheme is an attempt to use their market power to reset  
18 the rate of reimbursement to unreasonably low levels.

19 108. As further evidence of Defendants' scheme to use their market power to the  
20 detriment of the Health Care Providers and other emergency provider groups that are part of the  
21 TeamHealth organization, in August 2019, UHG advised at least one Florida medical surgical  
22 facility (the "Florida Facility") that Defendants will not continue negotiating an in-network  
23 agreement unless the Florida Facility identifies an in-network anesthesia provider. The current  
24 out-of-network anesthesia provider is part of the TeamHealth organization. Defendants' threats  
25 to discontinue contract negotiations prompted the Florida Facility's Chief Operating Officer to  
26 send TeamHealth a "Letter of Concern" on August 14, 2019. Defendants' threats and leverage  
27 are aimed at intentionally interfering with existing contracts and with a goal of reducing  
28 TeamHealth's market participation.



1           113. As part of this scheme, the Defendants prepared to, and did knowingly and  
2 unlawfully, reduce the Health Care Providers' reimbursement rates for the non-participating  
3 claims to amounts significantly below the reasonable rate for services rendered to Defendants'  
4 Members, to the detriment of the Health Care Providers and to the benefit and financial gain of  
5 Defendants and Data iSight.

6           114. To carry out the scheme and in furtherance of the conspiracy, Defendants and  
7 Data iSight engaged in conduct .

8           115. Since January 2019, the Enterprise worked together to manipulate and artificially  
9 lower non-participating provider reimbursement data that coincides and matches the earlier  
10 threats made by UHG in an effort to avoid paying the Health Care Providers for the usual and  
11 customary fee or rate and/or for the reasonable value of the services provided to Defendants'  
12 Members for emergency medicine services. The unilateral reduction in reimbursement rates is  
13 not founded on actual statistically sound data, and is not in line with reimbursement rates that  
14 can be found through sites such as the FAIR Health database, a recognized source for such  
15 reimbursement rates. Each time the Defendants direct payment using manipulated  
16 reimbursement rates and issue the Health Care Providers a remittance, the Defendants further  
17 their scheme or artifice to defraud Fremont because the Defendants retain the difference between  
18 the amount paid based on the artificially reduced reimbursement rate and the amount paid that  
19 should be paid based on the usual and customary fee or rate and/or the reasonable value of  
20 services provided, to the detriment of the Health Care Providers who have already performed the  
21 services being billed. Further, the Health Care Providers' representatives have contacted Data  
22 iSight and have been informed that acceptable reimbursement rates are actually influenced  
23 and/or determined by Defendants, not Data iSight.

24           116. As a result of the scheme, Defendants have injured the Health Care Providers in  
25 their business or property by a pattern of unlawful activity

26  
27 ...

28 ...

1 *Defendants' and Data iSight's Activities*

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10 118. Defendants and Data iSight have knowingly, wrongfully, and unlawfully reduced  
11 payment to the Health Care Providers for the emergency services that the Health Care Providers  
12 provided to Defendants' Members, for the financial gain of the Defendants and Data iSight.

13 119. The racketeering activity has happened on more than two occasions that have  
14 happened within five years of each other. In fact, the Defendants have processed and submitted  
15 a substantial number of artificially reduced payments to the Health Care Providers since January  
16 2019 in furtherance of Defendants' unlawful conduct.

17 120. As a direct and proximate result of those activities, the Health Care Providers  
18 have suffered millions of dollars in discrete and direct financial loss that stem from the  
19 Defendants' knowing retention of payment that is founded on a scheme to manipulate payment  
20 rates and payment data to their benefit.

21 *The Enterprise and Scheme*

22 121. The Enterprise is comprised of Defendants and third-party entities, to include  
23 Data iSight, that developed software used in reimbursement determinations by Defendants.

24 122. Defendants and Data iSight agreed to, and do, manipulate reimbursement rates  
25 and control allowed payments to the Health Care Providers through acts of the Enterprise.

26 123. The Defendants and Data iSight conceal their scheme by hiding behind written  
27 agreements and/or other arrangements, and false statements.

28



1           124. Since at least January 1, 2019, the Defendants, by virtue of their engagement and  
2 use of Data iSight, have falsely claimed to provide transparent, objective, and geographically-  
3 adjusted determinations of reimbursement rates.

4           125. In reality, Data iSight is used as a cover for Defendants to justify paying  
5 reimbursement to the Health Care Providers at rates that are far less than the reasonable payment  
6 rate that the Health Care Providers have historically received and are entitled to under the law.  
7 The reimbursement rates purportedly collected and employed by Data iSight are nothing more  
8 than an instrumentality for the Defendants' unilateral decision to stop paying the Health Care  
9 Providers the usual and customary fee and/or the reasonable value of the services provided.

10           126. This scheme is concealed through the use of false statements on Data iSight's  
11 website and in Defendants' and Data iSight's communications with providers, including the  
12 Health Care Providers' representatives.

13           127. The Enterprise's scheme, as described below, was, and continues to be,  
14 accomplished through written agreements, association, and sharing of information between  
15 Defendants and Data iSight.

16                           ***The Enterprise's False Statements: Transparency***

17           128. By the end of June 2019, an increasingly significant amount of non-participating  
18 claims submitted to Defendants were being processed for payment by Data iSight.

19           129. The Data iSight website claims to offer "Transparency for You, the Provider,"  
20 and that the "website makes the process for determining appropriate payment transparent to  
21 [providers]. . . so all parties involved in the billing and payment process have a clear  
22 understanding of how the reduction was calculated."

23           130. Contrary to these claims, however, the Enterprise, through Data iSight, uses  
24 layers of obfuscation to hide and avoid providing the basis or method it uses to derive its  
25 purportedly "appropriate" rates.

26           131. This concealment was designed by the Enterprise to, and does, prevent the Health  
27 Care Providers from receiving a reasonable payment for the services it provides.  
28

1           132. For claims whose reimbursement is determined by Data iSight, non-participating  
2 providers receive a Provider Remittance Advice form (“Remittance”) from Defendants with  
3 “IS” or “IJ” in the “Remark/Notes” column.

4           133. Over the past six months, an ever-increasing number of non-participating claims  
5 have been processed by Data iSight with drastically reduced payment amounts.

6           134. Yet Defendants and Data iSight do not state, on the face of the Remittance, or  
7 anywhere else, any reason for the dramatic cut.

8           135. Instead, the Remittances contain a note to call a toll-free number if there are  
9 questions about the claim.

10           136. In July 2019, a representative of Team Physicians contacted Data iSight via that  
11 number to discuss three separate claims with CPT Code 99285 (emergency department visit,  
12 problem of highest severity) which had been billed at \$1,084.00, but for which Data iSight had  
13 allowed two claims at \$435.20 (40% of billed charges) and one at \$609.28 (56% of billed  
14 charges). After Team Physicians’ representative spoke with Data iSight's intake representative,  
15 a Data iSight representative, Kimberly (Last Name Unknown) (“LNU”) (“Kimberly”), called  
16 back and she asked if Team Physicians wanted a proposal for one of the inquired-upon claims.  
17 Team Physicians’ representative indicated that he was interested in learning more and asked  
18 what reimbursement rate would be offered. Kimberly stated, “I have to look at a couple of  
19 things and decide.” Thereafter, Kimberly sent the Team Physicians’ representative a proposed  
20 Letter of Agreement (prepared July 31, 2019) (ICN: 48218522) offering to increase the allowed  
21 amount from \$609.28 to \$758.80 – increasing the amount to 70% of billed charges instead of  
22 56% – as payment in full and an agreement not to balance bill Defendants’ Member or  
23 Member's family. All it took was one call and a request for a more reasonable payment and  
24 almost immediately Defendant United Healthcare Services increased the amount it would pay,  
25 although still not to the level that the Health Care Providers consider to be reasonable.

26           137. Medical providers that are part of the TeamHealth organization have experienced  
27 this same trend across the country with Data iSight. In one instance, in July 2019, a  
28 representative of another provider, Emergency Group of Arizona Professional Corporation (the

1 “AZ Provider”), contacted Data iSight via that number to discuss a claim with CPT Code 99284  
2 (emergency department visit, problem of high severity) which had been billed at \$1,190.00, but  
3 for which Data iSight had allowed and paid \$295.28, just 24.8% of billed charges.

4 138. After the AZ Provider’s representative spoke with Data iSight’s intake  
5 representative, a Data iSight representative, Michele Ware (“Ware”), called back and claimed  
6 the billed charges were paid based on a percentage of the Medicare fee schedule. The AZ  
7 Provider’s representative challenged the reasonableness of the \$295.28 payment. After learning  
8 that the AZ Provider had not yet billed Defendants’ Member for the difference, Ware stated “ok  
9 – so you’re willing negotiate” and offered to pay 80% of billed charges. In response, the AZ  
10 Provider’s representative asked for payment of 85% of billed charges – \$1,011.50 – to which  
11 Ware promptly agreed. Immediately thereafter, Ware sent a written agreement for the AZ  
12 Provider’s representative to review and sign, confirming payment of \$1,011.50 as payment in  
13 full and an agreement not to balance bill Defendants Services’ Member or Member’s family.

14 139. In another instance, when asked to provide the basis for the dramatic cut in  
15 payment for the claims, a Data iSight representative by the name of Phina LNU, did not and  
16 could not explain how the amount was derived or how it was determined that a cut was  
17 appropriate at all. The representative could only say that the payments on the claims represented  
18 a certain percentage of the Medicare fee schedule; she could not explain how Data iSight had  
19 arrived at that payment for either of the two claims, or why it allowed a different amount for  
20 each claim.

21 140. Instead, the representative simply stated that the rates were developed by Data  
22 iSight and Defendants. When the Health Care Providers’ representative continued to pursue the  
23 issue and spoke with a Data iSight supervisor, James LNU, to inquire as to the basis for these  
24 determinations, James LNU responded that “it is just an amount that is recommended and sent  
25 over to United [HealthCare].” When James LNU was expressly challenged on Data iSight’s  
26 false claim that it is transparent with providers, he responded with silence.

27 141. Further attempts to understand Data iSight and obtain information about the basis  
28 for its reimbursement rate-setting from Data iSight executives have also been futile.

1           142. Data iSight and the Defendants know that the rates that Data iSight have allowed  
2 for the Health Care Providers' claims in 2019 are unreasonable and are not, in fact, based on  
3 objective, reliable data designed to arrive at a reasonable reimbursement rate.

4           143. Defendants know this because when a provider challenges the payment, Data  
5 iSight and Defendants are authorized to revise the allowed amount back up to a reasonable rate,  
6 but only if the Health Care Providers persist long enough in the process.

7           144. This process to contest the unreasonable payment takes weeks to conclude for the  
8 Health Care Providers and is impracticable to follow for every claim – a fact that Defendants  
9 and Data iSight understand.

10           145. For example, as evidence of this fraudulent practice, the Health Care Providers'  
11 representatives contested the allowed amounts on the claim discussed above in paragraph 136.

12           146. Eventually, Data iSight, offered to allow payment of at least one claim at 70% of  
13 the billed charges.

14           147. Absent providers taking the time to chase every claim, Data iSight and  
15 Defendants are able to get away with paying a rate that they know is not based on objective data  
16 and is far below the reasonable one.

17           148. Moreover, the Enterprise's scheme of refusing to reimburse at reasonable rates  
18 unless and until the Health Care Providers challenge its determinations continually harms the  
19 Health Care Providers, in that, even if they eventually receive reasonable reimbursement upon  
20 contesting the rate, this scheme burdens them with excessive administrative time and expense  
21 and deprives the Health Care Providers of their right to prompt payment.

22                           ***The Enterprise's False Statements: Representations that***  
23                           ***Payment Rates Are "Defensible and Market Tested"***

24           149. The Enterprise's claim to "transparency" is not its only fraudulent representation.

25           150. The Enterprise, through Data iSight, also falsely represents, on Data iSight's  
26 website, to set reimbursement rates in a "defensible, market tested" way.

27           151. Claims processed by Data iSight contain the following note:  
28

1 MEMBER: THIS SERVICE WAS RENDERED BY AN OUT-  
2 OF-NETWORK PROVIDER AND PROCESSED USING YOUR  
3 NETWORK BENEFITS. IF YOU'RE ASKED TO PAY MORE  
4 THAN THE DEDUCTIBLE, COPAY AND COINSURANCE  
5 AMOUNTS SHOWN, PLEASE CALL DATA ISIGHT AT 866-  
6 835- 4022 OR VISIT DATAISIGHT.COM. THEY WILL WORK  
7 WITH THE PROVIDER ON YOUR BEHALF. **PROVIDER:**  
8 **THIS SERVICE HAS BEEN REIMBURSED USING DATA**  
9 **ISIGHT WHICH UTILIZES COST DATA IF AVAILABLE**  
10 **(FACILITIES) OR PAID DATA (PROFESSIONALS).**  
11 PLEASE DO NOT BILL THE PATIENT ABOVE THE  
12 AMOUNT OF DEDUCTIBLE, COPAY AND COINSURANCE  
13 APPLIED TO THIS SERVICE. IF YOU HAVE QUESTIONS  
14 ABOUT THE REIMBURSEMENT CONTACT DATA ISIGHT.

15 (emphasis added).

16 152. This note is intended to, and does, mislead the Health Care Providers to believe  
17 that the reimbursement calculations are tied to external, objective data.

18 153. Further, in its provider portal, Data iSight describes its “methodology” for  
19 reimbursement determinations as “calculated using paid claims data from millions of claims . . . .  
20 The Data iSight reimbursement calculation is based upon standard relative value units where  
21 applicable for each CPT/HCPCS code, multiplied by a conversion factor.”

22 154. Data iSight’s parent company, MultiPlan, similarly describes Data iSight’s  
23 process as using “cost- and reimbursement-based methodologies” and notes that it has been  
24 “[v]alidated by statisticians as effective and fair.”

25 155. These statements are false.

26 156. Data iSight’s rates are not data-driven: they match the rate threatened by  
27 Defendants in 2018 and are whatever Defendants want, and direct Data iSight, to allow.

28 157. For example, the Health Care Providers submitted claims for Members but  
received reimbursement in very different allowed amounts:

a. Member #14 was treated on May 9, 2019. Fremont billed Defendants  
\$973.00 for procedure code 99284, and Defendants allowed \$875.70 through MultiPlan, which is  
approximately 90% of billed charges – a reasonable rate, in line with the reasonable rate paid by  
Defendants to Fremont for non-participating provider services.

1           b. But, for Member #15, who was treated on May 24, 2019, Defendants,  
2 through Data iSight, allowed only \$295.28 for billed charges of \$1,019.00, which is only 29% of  
3 the billed charges.

4           c. Further, at just one site, Defendants allowed and paid Team Physicians at  
5 varying amounts for the same procedure code (99285) (Members ##16a-16e):

6           i. Date of Service ("DOS"): January 4, 2019; Charge \$1084.00;  
7 Allowed \$609.28 (56% of Charge and reimbursed using Data iSight);

8           ii. DOS: January 15, 2019; Charge \$1084.00; Allowed \$294.60 (27%  
9 of Charge);

10           iii. DOS: January 24, 2019; Charge \$1084.00; Allowed \$435.20 (40%  
11 of Charge and reimbursed using Data iSight);

12           iv. DOS: January 29, 2019; Charge \$1084.00; Allowed \$328.39  
13 (30% of Charge); and

14           v. DOS: February 7, 2019; Charge \$1084.00; Allowed \$435.20  
15 (40% of Charge and reimbursed using Data iSight).

16           158. This lock-step reduction, consistent with Defendants' 2018 threats to drastically  
17 reduce rates even further if the Health Care Providers failed to agree to their proposed  
18 contractual rates, spans a significant number of the Health Care Providers' claims for payment  
19 for services to Defendants' Members.

20           159. From the above examples, it is clear that Data iSight is not using any externally-  
21 validated methodology to establish a reasonable reimbursement rate, as its rates are not  
22 consistent, defensible, or reasonable.

23           160. Rather, Defendants, in complicity with Data iSight, increasingly reimburse the  
24 Health Care Providers at entirely unreasonable rates, in retaliation for the Health Care Providers'  
25 objections to their reimbursement scheme, and completely contrary to their false assertions  
26 designed to mislead the Health Care Providers and similar providers into believing that they will  
27 receive payment at reasonable rates.

28

1           161. This reimbursement is dictated by Defendants, to the financial detriment of the  
2 Health Care Providers.

3                           ***The Enterprise's False Statements: Geographic Adjustment***

4           162. In addition to false statements regarding transparency and its methodologies, the  
5 Enterprise furthered the scheme by using false statements promising geographic adjustments to  
6 allowed rates.

7           163. Indeed, on its provider portal, Data iSight falsely claims that “[a]ll  
8 reimbursements are adjusted based on your geographic location and the prevailing labor costs for  
9 your area.”

10          164. Data iSight's parent company, MultiPlan, further falsely states on its website that:

11                   For professional claims where actual costs aren't readily available,  
12 Data iSight determines a fair price using amounts generally  
13 accepted by providers as full payment for services. Claims are first  
14 edited, and then priced using widely-recognized, AMA created  
15 Relative Value Units (RVU), to take the value and work effort into  
16 account [and] CMS Geographic Practice Cost Index, to adjust for  
regional differences . . . [then] Data iSight multiplies the  
geographically-adjusted RVU for each procedure by a median  
based conversion factor to determine the reimbursement amount.  
This factor is specific to the service provided and derived from a  
publicly-available database of paid claims.

17          165. Contrary to those statements, however, claims from providers in different  
18 geographic locations show that Data iSight does not adjust for geographic differences but  
19 instead, works with Defendants to cut uniformly out-of-network provider payments across  
20 geographic locations.

21          166. For example, Member WY was treated in Wyoming on January 21, 2019. The  
22 provider billed Defendants \$779 for procedure code 99284, and Defendants, via Data iSight,  
23 allowed \$413.39.

24          167. Four days later, on January 25, 2019, Member AZ in Arizona and billed  
25 Defendants \$1,212.00 for CPT Code 99284 and Defendants, via Data iSight, allowed exactly  
26 \$413.39.

27 ...

28 ...



168. On the same date, Member NH was treated on the other side of the country in New Hampshire. The provider billed Defendants \$1,047 for procedure 99284, and Defendants, via Data iSight, again allowed \$413.39.

169. On February 8, 2019, Member OK was treated in Oklahoma. The provider billed Defendants \$990 for procedure code 99284, and Defendants, via Data iSight, allowed \$413.39.

170. Two days later, Members KS and NM were treated in Kansas and New Mexico, respectively. The providers billed Defendants \$778.00 and \$895.00, respectively, for procedure code 99284, but for both of these claims, Defendants, via Data iSight, allowed exactly \$413.39.

171. One month later, Member CA was treated in California and Member NV was treated in Nevada. The CA provider billed Defendants \$937.00 for procedure code 99284. Defendants, via Data iSight, yet again allowed exactly \$413.39. A Health Care Provider billed Defendants \$763.00 for procedure code 99284 and, via Data iSight, Defendants again allowed exactly \$413.39.

172. Two months later, on May 20, 2019, a provider treated Member PA in Pennsylvania and billed Defendants \$1,094 for procedure code 99284, and Defendants, via Data iSight, allowed exactly \$413.39.

Patient	Location	Date of Service	Billed Amount	CPT Code	Allowed Amount – “DataiSight™ Reprice”
WY	Wyoming	1/21/19	\$779 .00	99284	\$413.39
AZ	Arizona	1/25/19	\$1,212.00	99284	\$413.39
NH	New Hampshire	1/25/19	\$1047.00	99284	\$413.39
OK	Oklahoma	2/8/19	\$990.00	99284	\$413.39
KS	Kansas	2/10/19	\$778.00	99284	\$413.39
NM	New Mexico	2/10/19	\$895.00	99284	\$413.39
CA	California	3/25/19	\$937.00	99284	\$413.39
NV	Nevada	3/30/19	\$763.00	99284	\$413.39
PA	Pennsylvania	5/20/19	\$1,094.00	99284	\$413.39

173. Defendants falsely claim on their website to “frequently use” the 80th percentile of the FAIR Health Benchmark databases “to calculate how much to pay for out-of-network services.”



174. The 80th percentile of FAIR Health Benchmark databases clearly shows that reimbursement for the above non-participating provider charges, when actually based on a geographically-adjusted basis, would not only vary widely, but also all be higher than the allowed \$413.39:

Location	CPT Code	80th Percentile of Fair Health Benchmark
Wyoming	99284	\$1,105.00
New Hampshire	99284	\$753.00
Oklahoma	99284	\$1,076.00
Kansas	99284	\$997.00
New Mexico	99284	\$1,353.00
California	99284	\$795.00
Pennsylvania	99284	\$859.00
Arizona	99284	\$1,265.00
Nevada	99284	\$927.00

#### *The Enterprise's Predicate Acts*

175. To perpetuate the scheme and conceal it from the Health Care Providers, in or around 2018, Defendants and Data iSight entered into written agreements with each other that are consistent with Data iSight's agreements with similar health insurance companies.

176. Under those contracts, Data iSight would handle claims determinations for services rendered to Defendants' Members under pre-agreed thresholds set by Defendants.

177. By no later than 2019, Defendants and Data iSight then coordinated and effectuated the posting of false statements on websites and the communication of false statements to providers, including the Health Care Providers, in furtherance of the scheme.

178. These statements include Data iSight and its parent company posting that it would provide a transparent, defensible, market-based, and geographically-adjusted claims adjudication and payment process for providers.

179. Data iSight communicated to the Health Care Providers' representatives by phone and by email in June 2019 that, contrary to its website's claims to transparency, Data iSight could not provide a basis for its unreasonably low allowed amount, mustering only that "it is just an amount that is recommended and sent over to United [HealthCare]."

1 180. Finally, after weeks of pressure, Data iSight informed the Health Care Providers'  
2 representative by phone that it would, after all, allow payment on the contested claims at a  
3 reasonable rate: 85% of billed charges.

4 181. In short, the Enterprise perpetuated its scheme by communicating threats  
5 regarding reimbursement cuts to the Health Care Providers in late 2017 and 2018.

6 182. Then, after making good on those threats, the Enterprise communicated false and  
7 misleading information to the Health Care Providers and falsely denied that it had information  
8 requested by the Health Care Providers about the basis for the drastically-cut and unreasonable  
9 reimbursement rates that Defendants sought to impose.

10 183. In addition, since at least January 1, 2019, the Enterprise has furthered this  
11 scheme by communicating payment amounts and making reimbursement payments to the Health  
12 Care Providers at rates that were far below usual and customary rates and/or reasonable rates for  
13 the services provided.

14 184. For example, Defendants sent Fremont, a Remittance for emergency services  
15 provided to Members under multiple procedure codes, including the following for CPT Codes  
16 99284 and 99285:

17 d. Member #17 was treated on May 14, 2019 at a billed charge of \$1,428.00  
18 (CPT Code 99285), for which Defendants, via Data iSight, allowed \$435.20.

19 e. Member #18 was treated on May 18, 2019, at a billed charge of \$1,428.00  
20 (CPT Code 99285), for which Defendants, via Data iSight, allowed \$435.20.

21 f. Yet, Member #19 was treated on March 25, 2019, at a billed charge of  
22 \$973.00 (CPT Code 99285), for which Defendants, via MultiPlan, allowed \$875.00 which is  
23 90% of billed charges. This a reasonable rate, in line with the reasonable rates historically paid  
24 by Defendants to Fremont for non-participating provider services.

25 g. Further, for professional services provided by Team Physicians between  
26 January and June 2019, Defendants allowed and approved payments ranging from \$294.60 (27%  
27 of billed charges in the amount of \$1,084.00) up to 100%, or \$1,084.00.  
28

1 185. Defendants and Data iSight expected that those unreasonable payments would be  
2 accepted in full satisfaction of the Health Care Providers' claims.

3 186. Defendants and Data iSight have received, and continue to receive, financial gains  
4 from their scheme to defraud the Health Care Providers.

5 187. For the services that the Health Care Providers provided to Defendants' Members  
6 in 2019, only 13% of the non-participating claims have, to date, been reimbursed at reasonable  
7 rates, resulting in millions of dollars in financial loss to the Health Care Providers.

8 188. The purpose of, and the direct and proximate result of the above-alleged  
9 Enterprise and scheme was, and continues to be, to unlawfully reimburse the Health Care  
10 Providers at unreasonable rates, to the harm of the Health Care Providers, and to the benefit of  
11 the Enterprise.

#### 12 **FIRST CLAIM FOR RELIEF**

##### 13 **(Breach of Implied-in-Fact Contract)**

14 189. The Health Care Providers incorporate herein by reference the allegations set  
15 forth in the preceding paragraphs as if fully set forth herein.

16 190. At all material times, the Health Care Providers were obligated under federal and  
17 Nevada law to provide emergency medicine services to all patients presenting at the emergency  
18 departments they staff, including Defendants' Patients.

19 191. At all material times, Defendants were obligated to provide coverage for  
20 emergency medicine services to all of its Members.

21 192. At all material times, Defendants knew that the Health Care Providers were non-  
22 participating emergency medicine groups that provided emergency medicine services to  
23 Patients.

24 193. From July 1, 2017 to the present, Fremont has undertaken to provide emergency  
25 medicine services to UH Parties' Patients, and the UH Parties have undertaken to pay for such  
26 services provided to UH Parties' Patients. And from prior to May 2015 to the present, Team  
27 Physicians and Ruby Crest have undertaken to provide emergency medicine services to UH  
28

1 Parties' Patients, and the UH Parties have undertaken to pay for such services provided to UH  
2 Parties' Patients.

3 194. From approximately March 1, 2019 to the present Fremont has undertaken to  
4 provide emergency medicine services to the Sierra Affiliates' and HPN's Patients, and Sierra  
5 Affiliates and HPN have undertaken to pay for such services provided to their Patients. And  
6 from prior to May 2015 to the present, Team Physicians and Ruby Crest have undertaken to  
7 provide emergency medicine services to Sierra Affiliates' and HPN's Patients, and Sierra  
8 Affiliates and HPN have undertaken to pay for such services provided to their Patients.

9 195. At all material times, Defendants were aware that the Health Care Providers were  
10 entitled to and expected to be paid at rates in accordance with the standards established under  
11 Nevada law.

12 196. At all material times, Defendants have received the Health Care Providers' bills  
13 for the emergency medicine services the Health Care Providers have provided and continue to  
14 provide to Defendants' Patients, and Defendants have consistently adjudicated and paid, and  
15 continue to adjudicate and pay, the Health Care Providers directly for the non-participating  
16 claims, albeit at amounts less than usual and customary.

17 197. Through the parties' conduct and respective undertaking of obligations  
18 concerning emergency medicine services provided by the Health Care Providers to Defendants'  
19 Patients, the parties implicitly agreed, and the Health Care Providers had a reasonable  
20 expectation and understanding, that Defendants would reimburse the Health Care Providers for  
21 non-participating claims at rates in accordance with the standards acceptable under Nevada law  
22 and in accordance with rates Defendants pay for other substantially identical claims also  
23 submitted by the Health Care Providers.

24 198. Under Nevada common law, including the doctrine of quantum meruit, the  
25 Defendants, by undertaking responsibility for payment to the Health Care Providers for the  
26 services rendered to Defendants' Patients, impliedly agreed to reimburse the Health Care  
27 Providers at rates, at a minimum, equivalent to the reasonable value of the professional  
28 emergency medical services provided by the Health Care Providers.

1           199. Defendants, by undertaking responsibility for payment to the Health Care  
2 Providers for the services rendered to the Defendants' Patients, impliedly agreed to reimburse  
3 the Health Care Providers at rates, at a minimum, equivalent to the usual and customary rate or  
4 alternatively for the reasonable value of the professional emergency medical services provided  
5 by the Health Care Providers.

6           200. In breach of its implied contract with the Health Care Providers, Defendants have  
7 and continue to unreasonably and systemically adjudicate the non-participating claims at rates  
8 substantially below both the usual and customary fees in the geographic area and the reasonable  
9 value of the professional emergency medical services provided by the Health Care Providers to  
10 the Defendants' Patients.

11           201. The Health Care Providers have performed all obligations under the implied  
12 contract with the Defendants concerning emergency medical services to be performed for  
13 Patients.

14           202. At all material times, all conditions precedent have occurred that were necessary  
15 for Defendants to perform their obligations under their implied contract to pay the Health Care  
16 Providers for the non-participating claims, at a minimum, based upon the "usual and customary  
17 fees in that locality" or the reasonable value of the Health Care Providers' professional  
18 emergency medicine services

19           203. The Health Care Providers did not agree that the lower reimbursement rates paid  
20 by Defendants were reasonable or sufficient to compensate the Health Care Providers for the  
21 emergency medical services provided to Patients.

22           204. The Health Care Providers have suffered damages in an amount equal to the  
23 difference between the amounts paid by Defendants and the usual and customary fees  
24 professional emergency medicine services in the same locality, that remain unpaid by  
25 Defendants through the date of trial, plus the Health Care Providers' loss of use of that money;  
26 or in an amount equal to the difference between the amounts paid by Defendants and the  
27 reasonable value of their professional emergency medicine services, that remain unpaid by the  
28 Defendants through the date of trial, plus the Health Care Providers' loss of use of that money.

1           205. As a result of the Defendants' breach of the implied contract to pay the Health  
2 Care Providers for the non-participating claims at the rates required by Nevada law, the Health  
3 Care Providers have suffered injury and is entitled to monetary damages from Defendants to  
4 compensate them for that injury in an amount in excess of \$15,000.00, exclusive of interest,  
5 costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

6           206. The Health Care Providers have been forced to retain counsel to prosecute this  
7 action and is entitled to receive their costs and attorneys' fees incurred herein.  
8  
9  
10

11  
12           208. The Health Care Providers and Defendants had a valid implied-in-fact contract  
13 alleged herein.  
14  
15

16           210. That the Health Care Providers performed all or substantially all of their  
17 obligations pursuant to the implied-in-fact contract.

18           211. By paying substantially low rates that did not reasonably compensate the Health  
19 Care Providers the usual and customary rate or alternatively for the reasonable value of the  
20 services provide, Defendants performed in a manner that was unfaithful to the purpose of the  
21 implied-in-fact contract, or deliberately contravened the intention and sprit of the contract.

22           212. That Defendants' conduct was a substantial factor in causing damage to Fremont.  
23  
24  
25  
26  
27  
28

1           214. The acts and omissions of Defendants as alleged herein were attended by  
2 circumstances of malice, oppression and/or fraud, thereby justifying an award of punitive or  
3 exemplary damages in an amount to be proven at trial.

4           215. The Health Care Providers have been forced to retain counsel to prosecute this  
5 action and is entitled to receive their costs and attorneys' fees incurred herein.

6                                   **THIRD CLAIM FOR RELIEF**

7                                   **(Alternative Claim for Unjust Enrichment)**

8           216. The Health Care Providers incorporate herein by reference the allegations set  
9 forth in the preceding paragraphs as if fully set forth herein.

10          217. The Health Care Providers rendered valuable emergency services to the Patients.

11          218. Defendants received the benefit of having their healthcare obligations to their  
12 plan members discharged and their members received the benefit of the emergency care  
13 provided to them by the Health Care Providers.

14          219. As insurers or plan administrators, Defendants were reasonably notified that  
15 emergency medicine service providers such as the Health Care Providers would expect to be  
16 paid by Defendants for the emergency services provided to Patients.

17          220. Defendants accepted and retained the benefit of the services provided by the  
18 Health Care Providers at the request of the members of its Health Plans, knowing that the Health  
19 Care Providers expected to be paid a usual and customary fee based on locality, or alternatively  
20 for the reasonable value of services provided, for the medically necessary, covered emergency  
21 medicine services it performed for Defendants' Patients.

22          221. Defendants have received a benefit from the Health Care Providers' provision of  
23 services to its Patients and the resulting discharge of their healthcare obligations owed to their  
24 Patients.

25          222. Under the circumstances set forth above, it is unjust and inequitable for  
26 Defendants to retain the benefit they received without paying the value of that benefit; i.e., by  
27 paying the Health Care Providers at usual and customary rates, or alternatively for the  
28 reasonable value of services provided, for the claims that are the subject of this action and for all

1 emergency medicine services that the Health Care Providers will continue to provide to  
2 Defendants' Members.

3 223. The Health Care Providers seek compensatory damages in an amount which will  
4 continue to accrue through the date of trial as a result of Defendants' continuing unjust  
5 enrichment.

6 224. As a result of the Defendants' actions, the Health Care Providers have been  
7 damaged in an amount in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees,  
8 the exact amount of which will be proven at the time of trial.

9 225. The Health Care Providers sue for the damages caused by the Defendants'  
10 conduct and is entitled to recover the difference between the amount the Defendants' paid for  
11 emergency care the Health Care Providers rendered to its members and the reasonable value of  
12 the service that the Health Care Providers rendered to Defendants by discharging their  
13 obligations to their plan members.

14 226. As a direct result of the Defendants' acts and omissions complained of herein, it  
15 has been necessary for the Health Care Providers to retain legal counsel and others to prosecute  
16 their claims. The Health Care Providers are thus entitled to an award of attorneys' fees and costs  
17 of suit incurred herein.

#### 18 **FOURTH CLAIM FOR RELIEF**

#### 19 **(Violation of NRS 686A.020 and 686A.310)**

20 227. The Health Care Providers incorporate herein by reference the allegations set  
21 forth in the preceding paragraphs as if fully set forth herein.

22 228. The Nevada Insurance Code prohibits an insurer from engaging in an unfair  
23 settlement practices. NRS 686A.020, 686A.310.

24 229. One prohibited unfair claim settlement practice is "[f]ailing to effectuate prompt,  
25 fair and equitable settlements of claims in which liability of the insurer has become reasonably  
26 clear." NRS 686A.310(1)(e).

27 230. As detailed above, Defendants have failed to comply with NRS 686A.310(1)(e)  
28 by failing to pay the Health Care Providers' medical professionals the usual and customary rate



1 for emergency care provided to Defendants' members. By failing to pay the Health Care  
2 Providers' medical professionals the usual and customary rate Defendants have violated NRS  
3 686A.310(1)(e) and committed an unfair settlement practice.

4 231. The Health Care Providers are therefore entitled to recover the difference  
5 between the amount Defendants paid for emergency care the Health Care Providers rendered to  
6 their members and the usual and customary rate, plus court costs and attorneys' fees.

7 232. The Health Care Providers are entitled to damages in an amount in excess of  
8 \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of which will be  
9 proven at the time of trial.

10 233. Defendants have acted in bad faith regarding their obligation to pay the usual and  
11 customary fee; therefore, the Health Care Providers are entitled to recover punitive damages  
12 against Defendants.

13 234. As a direct result of Defendants' acts and omissions complained of herein, it has  
14 been necessary for the Health Care Providers to retain legal counsel and others to prosecute their  
15 claims. The Health Care Providers are thus entitled to an award of attorneys' fees and costs of  
16 suit incurred herein.

#### 17 **FIFTH CLAIM FOR RELIEF**

##### 18 **(Violations of Nevada Prompt Pay Statutes & Regulations)**

19 235. The Health Care Providers incorporate herein by reference the allegations set  
20 forth in the preceding paragraphs as if fully set forth herein.

21 236. The Nevada Insurance Code requires an HMO, MCO or other health insurer to  
22 pay a healthcare provider's claim within 30 days of receipt of a claim. NRS 683A.0879 (third  
23 party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and  
24 Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), NRS  
25 695C.185 (HMO), NAC 686A.675 (all insurers) (collectively, the "NV Prompt Pay Laws").  
26 Thus, for all submitted claims, Defendants were obligated to pay the Health Care Providers the  
27 usual and customary rate within 30 days of receipt of the claim.  
28

1           237. Despite this obligation, as alleged herein, Defendants have failed to reimburse the  
2 Health Care Providers at the usual and customary rate within 30 days of the submission of the  
3 claim. Indeed, Defendants failed to reimburse the Health Care Providers at the usual and  
4 customary rate at all. Because Defendants have failed to reimburse the Health Care Providers at  
5 the usual and customary rate within 30 days of submission of the claims as the Nevada  
6 Insurance Code requires, Defendants are liable to the Health Care Providers for statutory  
7 penalties.

8           238. For all claims payable by plans that Defendants insure wherein it failed to pay at  
9 the usual and customary fee within 30 days, Defendants are liable to the Health Care Providers  
10 for penalties as provided for in the Nevada Insurance Code.

11           239. Additionally, Defendants have violated NV Prompt Pay Laws, by among things,  
12 only paying part of the subject claims that have been approved and are fully payable.

13           240. The Health Care Providers seek penalties payable to it for late-paid and partially  
14 paid claims under the NV Prompt Pay Laws.

15           241. The Health Care Providers are entitled to damages in an amount in excess of  
16 \$15,000.00 to be determined at trial, including for its loss of the use of the money and its  
17 attorneys' fees.

18           242. Under the Nevada Insurance Code and NV Prompt Pay Laws, the Health Care  
19 Providers are also entitled to recover their reasonable attorneys' fees and costs.

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6           246. Defendants through  
7 their acts, practices, and omissions described above, including but not limited to (a) wrongfully  
8 refusing to pay the Health Care Providers for the medically necessary, covered emergency  
9 services the Health Care Providers provided to Members in order to gain unfair leverage against  
10 the Health Care Providers now that they are out-of-network and in contract negotiations to  
11 potentially become a participating provider under a new contract in an effort to force the Health  
12 Care Providers to accept lower amounts than it is entitled for its services; and (b) engaging in  
13 systematic efforts to delay adjudication and payment of the Health Care Providers' claims for its  
14 services provided to UH Parties' members in violation of their legal obligations  
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21           249. As a direct result of Defendants' acts and omissions complained of herein, it has  
22 been necessary for the Health Care Providers to retain legal counsel and others to prosecute their  
23 claims. The Health Care Providers is thus entitled to an award of attorneys' fees and costs of  
24 suit incurred herein.  
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252. As explained above, pursuant to federal and Nevada law, Defendants are required to cover and pay the Health Care Providers for the medically necessary, covered emergency medicine services the Health Care Providers have provided and continue to provide to Defendants' members.

253. Under Nevada law, Defendants are required to pay the Health Care Providers the usual and customary rate for that emergency care. Instead of reimbursing the Health Care Providers at the usual and customary rate or for the reasonable value of the professional medical services, Defendants have reimbursed them at reduced rates with no relation to the usual and customary rate.

254. Beginning in or about July 2017, Fremont became out-of-network with the UH Parties; and Team Physicians and Ruby Crest have never been in-network with the UH Parties. Since then, the UH Parties have demonstrated their refusal to timely settle insurance claims submitted by the Health Care Providers and have failed to pay the usual and customary rate based on this locality in violation of UH Parties' obligations under the Nevada Insurance Code, the parties' implied-in-fact contract and pursuant to Nevada law of unjust enrichment and quantum merit.

255. Beginning in or about March 2019, Fremont became out-of-network with the Sierra Affiliates and HPN and Physicians and Ruby Crest have never been in-network with the Sierra Affiliates or HPN. Upon information and belief, the Sierra Affiliates and HPN are failing to timely settle insurance claims submitted by the Health Care Providers and to pay the usual and customary rate based on this locality in violation of the Sierra Affiliates' and HPN's obligations under the Nevada Insurance Code, the parties' implied-in-fact contract and pursuant to Nevada law of unjust enrichment and quantum merit.

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260. As a direct result of Defendants' acts and omissions complained of herein, it has been necessary for the Health Care Providers to retain legal counsel and others to prosecute their claims. The Health Care Providers are thus entitled to an award of attorneys' fees and costs of suit incurred herein.

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4 265. The Defendants engaged in racketeering enterprises as defined by NRS 207.380  
5 involving their fraudulent misrepresentations to the Health Care Providers, and failing to pay  
6 and retaining significant sums of money that should have been paid to them for emergency  
7 medicine services provided to the Defendants' Members, but instead were directed to  
8 themselves and/or Data iSight.

9 266. As set forth above, since at least January 2019, Defendants have been and  
10 continue to be, a part of an association-in-fact enterprise within the meaning of NRS 207.380,  
11 comprised of at least Defendants and Data iSight, and which Enterprise was and is engaged in  
12 activities that span multiple states and affect interstate commerce and/or committed preparatory  
13 acts in furtherance thereof.

14 267. Each of the Defendants has an existence separate and distinct from the Enterprise,  
15 in addition to directly participating and acting as a part of the Enterprise.

16 268. Defendants and Data iSight had, and continue to have, the common and  
17 continuing purpose of dramatically reducing allowed provider reimbursement rates for their own  
18 pecuniary gain, by defrauding the Health Care Providers and preventing them from obtaining  
19 reasonable payment for the services they provided to Defendants' Members, in retaliation for the  
20 Health Care Providers' lawful refusal to agree to Defendants' massively discounted and  
21 unreasonable proposed contractual rates.

22 269. Since at least January 2019, the Defendants, have been and continue to be,  
23 engaged in preparations and implementation of a scheme to defraud the Health Care Providers  
24 by committing a series of unlawful acts designed to obtain a financial benefit by means of false  
25 or fraudulent pretenses, representations, promises or material omissions  
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4 . The Defendants, on more than two  
5 occasions, have schemed with Data iSight to artificially and, without foundation, substantially  
6 decrease non-participating provider reimbursement rates while continuing to represent that the  
7 reimbursement rates are based on legitimate cost data or paid data.  
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14 271. Each Defendant provides benefits to insured members, processes claims for  
15 services provided to members, and/or issues payments for services and knows and willingly  
16 participates in the scheme to defraud the Health Care Providers.  
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#### 24 REQUEST FOR RELIEF

25 WHEREFORE, the Health Care Providers request the following relief:

- 26 A. For awards of general and special damages in amounts in excess of \$15,000.00,  
27 the exact amounts of which will be proven at trial;  
28 B. Judgment in their favor on the First Amended Complaint;

1 C. Awards of actual, consequential, general, and special damages in an amount in  
2 excess of \$15,000.00, the exact amounts of which will be proven at trial;

3 D. An award of punitive damages, the exact amount of which will be proven at trial;  
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18 H. The Health Care Providers costs and reasonable attorneys' fees pursuant to NRS  
19 207.470;

20 I. Reasonable attorneys' fees and court costs;

21 J. Pre-judgment and post-judgment interest at the highest rates permitted by law;  
22 and

23 K. Such other and further relief as the Court may deem just and proper.  
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**JURY DEMAND**

The Health Care Providers hereby demand trial by jury on all issues so triable.

DATED this 7th day of January, 2020.

McDONALD CARANO LLP

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007348

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 7th day of January, 2020, I caused a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT** to be served via the U.S. District Court's Notice of Electronic Filing system ("NEF") in the above-captioned case, upon the following:

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Inc., Sierra Health and Life Insurance Co.,  
Inc., Sierra Health-Care Options, Inc., and  
Health Plan of Nevada, Inc.*

/s/ Marianne Carter  
An employee of McDonald Carano LLP

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/s/ Marianne Carter  
An employee of McDonald Carano LLP

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance  
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Granting was served via the court's electronic eFile system to all  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation.

Defendants

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

**NOTICE OF ENTRY ORDER DENYING  
DEFENDANTS' MOTION TO STRIKE  
SUPPLEMENTAL REPORT OF DAVID  
LEATHERS**

007355

1 PLEASE TAKE NOTICE that an Order Denying Defendants' Motion To Strike  
2 Supplemental Report Of David Leathers was entered on November 1, 2021, a copy of which is  
3 attached hereto.

4 DATED this 1<sup>st</sup> day of November, 2021.

5 McDONALD CARANO LLP

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19 *of Nevada-Mandavia, P.C. & Crum, Stefanko*  
20 *and Jones, Ltd. dba Ruby Crest Emergency Medicine*  
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I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY ORDER DENYING DEFENDANTS' MOTION TO STRIKE SUPPLEMENTAL REPORT OF DAVID LEATHERS** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**ORDER DENYING DEFENDANTS'  
MOTION TO STRIKE  
SUPPLEMENTAL REPORT OF  
DAVID LEATHERS**

Hearing Date: October 19, 2021  
Hearing Time: 9:30 a.m.

This matter came before the Court on October 19, 2021 on defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada, Inc.'s (collectively, "Defendants") Motion to Strike Supplemental Report and Opinion of David Leathers (the "Motion"). Pat Lundvall, Kristen T. Gallagher and Amanda M. Perach, McDonald Carano LLP; and John Zavitsanos, Joe Ahmad, Jane Robinson, Kevin Leyendecker and Jason McManis, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers"). D. Lee Roberts and Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; Lee Blalack and Dimitri Portnoi O'Melveny & Myers LLP; and Dan Polsenberg, Lewis Roca Rothgerber Christie LLP appeared on behalf of Defendants.

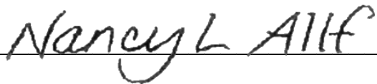
The Court, having considered the Motion and the Health Care Providers' opposition, and the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

IT IS HEREBY ORDERED that the Motion is DENIED.

IT IS FURTHER ORDERED that Defendants shall be permitted to submit a rebuttal report from Defendants' expert in response to the Supplemental Report and Opinions of David Leathers. No further depositions will be taken by either party.

November 1, 2021

Dated this 1st day of November, 2021



TW

648 2CA 4DC9 A8C9  
Nancy Alf  
District Court Judge

653 400  
McDONALD CARANO

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007359

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Approved as to form and content:

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*Attorneys for Defendants*

**Marianne Carter**

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**From:** Portnoi, Dimitri D. <dportnoi@omm.com>  
**Sent:** Sunday, October 31, 2021 2:17 PM  
**To:** Jason McManis; Legendy, Philip E.; Blalack II, K. Lee  
**Cc:** Balkenbush, Colby; Michael Killingsworth; TMH010; Pat Lundvall; Amanda Perach; Kristen T. Gallagher  
**Subject:** RE: Pretrial Orders  
**Attachments:** Defs' revisions to Pls' revised MILs (1, 3, 5, 7, 11, 13).zip; Order on Plaintiffs MIL Re Dropped Claims (Defendants' redline) (03374558x9C8C6).docx

Jason,

We are confirming that you may sign and submit the Orders denying Defendants' MILs 2, 4, 8, 10, 12, 14, 15, 20, 27. You may also sign and submit the Orders denying Defendants' MILs 18, 24, 29, 32, 38, and unnumbered Frantz, as well as the Order denying Defendants' Motion to Strike Leathers.

007362

007362



1 **CSERV**

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8  
9 United Healthcare Insurance  
Company, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/1/2021

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC., a Nevada  
corporation; HEALTH PLAN OF NEVADA,  
INC., a Nevada corporation,

Defendants.

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

**PLAINTIFFS' NOTICE OF AMENDED  
EXHIBIT LIST**

007367

The Health Care Providers offer this amended trial exhibit list to the Joint Pretrial Memorandum filed by the Parties on 10/27/2021.

DATED this 1st day of November, 2021.

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

By: /s/ Michael Killingsworth

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Ahmad, Zavitsanos, Anaipakos, Alavi, & Mensing, P.C., and that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **PLAINTIFFS' TRIAL BRIEF REGARDING THE ADMISSIBILITY OF UNITED'S OUT-OF-NETWORK REIMBURSEMENT DOCUMENTS** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

<p>D. Lee Roberts, Jr., Esq. Colby L. Balkenbush, Esq. Brittany M. Llewellyn, Esq. Phillip N. Smith, Jr., Esq. Marjan Hajimirzaee, Esq. WEINBERG, WHEELER, HUDGINS, GUNN &amp; DIAL, LLC 6385 South Rainbow Blvd., Suite 400 Las Vegas, Nevada 89118 lroberts@wwhgd.com cbalkenbush@wwhgd.com bllewellyn@wwhgd.com psmithjr@wwhgd.com mhajimirzaee@wwhgd.com</p> <p>Dimitri Portnoi, Esq. (admitted <i>pro hac vice</i>) Jason A. Orr, Esq. (admitted <i>pro hac vice</i>) Adam G. Levine, Esq. (admitted <i>pro hac vice</i>) Hannah Dunham, Esq. (admitted <i>pro hac vice</i>) Nadia L. Farjood, Esq. (admitted <i>pro hac vice</i>) O'MELVENY &amp; MYERS LLP 400 South Hope Street, 18<sup>th</sup> Floor Los Angeles, CA 90071-2899 dportnoi@omm.com jorr@omm.com alevine@omm.com hdunham@omm.com nfarjood@omm.com</p> <p>K. Lee Blalack, II, Esq. (admitted <i>pro hac vice</i>) Jeffrey E. Gordon, Esq. (admitted <i>pro hac vice</i>) Kevin D. Feder, Esq. (admitted <i>pro hac vice</i>) Jason Yan, Esq. (<i>pro hac vice</i> pending) O'Melveny &amp; Myers LLP 1625 I Street, N.W. Washington, D.C. 20006 Telephone: (202) 383-5374 lblalack@omm.com jgordon@omm.com kfeder@omm.com</p> <p><i>Attorneys for Defendants</i></p>	<p>Paul J. Wooten, Esq. (admitted <i>pro hac vice</i>) Amanda Genovese, Esq. (admitted <i>pro hac vice</i>) Philip E. Legendy, Esq. (admitted <i>pro hac vice</i>) O'Melveny &amp; Myers LLP Times Square Tower, Seven Times Square, New York, New York 10036 pwooten@omm.com agenovese@omm.com plegendy@omm.com</p> <p>Daniel F. Polsenberg, Esq. Joel D. Henriod, Esq. Abraham G. Smith, Esq. LEWIS ROCA ROTHGERBER CHRISTIE LLP 3993 Howard Hughes Parkway, Suite 600 Las Vegas, Nevada 89169 dpolsenberg@lewisroca.com jhenriod@lewisroca.com asmith@lewisroca.com</p> <p><i>Attorneys for Defendants</i></p> <p>Judge David Wall, Special Master Attention: Mara Satterthwaite &amp; Michelle Samaniego JAMS 3800 Howard Hughes Parkway, 11th Floor Las Vegas, NV 89123 msatterthwaite@jamsadr.com msamaniego@jamsadr.com</p>
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/s/ Ruth Deres  
An employee of Ahmad, Zavitsanos, Anaipakos,  
Alavi, & Mensing, P.C.

CASE NO: A-19-792978-B

DEPT NO: 27

TRIAL DATE:

JUDGE:

CLERK:

REPORTER:

JURY FEES:

Fremont Emergency Services et al.

PLAINTIFF

COUNSEL FOR PLAINTIFF: AZA; McDonald Carano; Las

United Healthcare Group Inc. et al.

DEFENDANT

COUNSEL FOR DEFENDANT: O'Melveny & Meyers; Lewis

Exhibit Number	Identif. of Device	Description of Exhibit	Beginning Alphanumeric	End Alphanumeric	Stipulated	Date	Objections
			Designation on Exh.	Designation on Exh	Yes / No	Offered	
001.pdf		Administrative Services Agreement	UNITED-DEF-0003567	UNITED-DEF-0003596	YES		X
002.pdf		United Healthcare and Ingenix Settlement	FESM008702	FESM008735	NO		Foundation, relevancy outweighs probative value
003.pdf		Network Access Agreement between United and MultiPlan	DEF000722R	DEF000787R	YES		X
004.pdf		Underpayments to Consumers by the Health Insurance Industry	N/A	N/A	NO		Foundation, hearsay outweighs probative value
005.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
006.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
007.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
008.pdf		Amendment to Network Access Agreement	DEF001388	DEF001520	NO		Document does not appear authentic, foundation lacking
009.pdf		Third Amendment to the Administrative Services Agreement between Walmart Stores Inc., Associates' Health and Welfare Plan and United	UNITED-DEF-0003708	UNITED-DEF-0003715	YES		X
010.pdf		Administrative Services Agreement	UNITED-DEF-0003716	UNITED-DEF-0003837	YES		X
011.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
012.pdf		Out-of-Network Billing Initiative Media Statement/Talking Points Q&A	DEF091276	DEF091281	NO		Foundation, relevancy outweighs probative value
013.pdf		Email re "FW: Egregious Biller Reduction Effort"	DEF091274	DEF091275	NO		Foundation, relevancy outweighs probative value
014.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
015.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
016.pdf		Data iSight for UnitedHealthcare	DEF300122	DEF300122	NO		Foundation, relevancy outweighs probative value
017.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
018.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

019.pdf		Email re "FW: Fully Insured Data iSight ER Claim Management"	DEF080044	DEF080046	YES		X
020.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
021.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
022.pdf		Email "FW: Fully Insured DiS"	DEF091241	DEF091246	YES		X
023.pdf		United's Presentation on Fully Insured Egregious Balance Billing Summary	DEF299764	DEF299764.18	NO		Incomplete document, relevance, prejudicial, outweighs probative
024.pdf		Email re "Out-of-Network Proposal"	DEF102953	DEF102953	NO		Relevance, prejudicial, outweighs probative, foundation (10/28)
025.pdf		Out of Network Programs [Internal Use Only] Presentation	DEF303983	DEF303983	YES		
026.pdf		Customer Impact Advisory Group	DEF303259	DEF303267	NO		Incomplete document, relevance, prejudicial, outweighs probative
027.pdf		Roseman University Student Injury and Sickness Insurance Plan with UnitedHealthcare	DEF083637	DEF083682	YES		X
028.pdf		Amendment to Administrative Services Agreement	UNITED-DEF-0003641	UNITED-DEF-0003645	NO		Document does not contain relevant information
029.pdf		Administrative Services Agreement	UNITED-DEF-0003668	UNITED-DEF-0003707	NO		Document does not contain relevant information
030.pdf		MultiPlan "Benchmark Pricing Guide: Features & Implementation Considerations."	DEF280458	DEF280480	NO		Document does not contain relevant information, relevance, prejudicial, outweighs probative
031.pdf		Email re "Out-of-Network Proposal"	DEF101824	DEF101824	NO		Relevance, prejudicial, cumulative
032.pdf		Out-of-Network Providers at In-Network Hospitals: Theory and Evidence Yale Study with UHC's edits	DEF101825	DEF101827	NO		Relevance, prejudicial, foundation
033.pdf		Exhibit 3 - Study Addendum No. 2 to the Master Research Agreement	DEF102980	DEF102982	YES		X (10/28)
034.pdf		Data iSight: Maximize Savings Using a Patented Methodology by MultiPlan	DEF091315	DEF091324	NO		Incomplete document, relevance
035.pdf		Email re : "Data iSight HCFA and UB ER [GRI and UNET] and other questions"	DEF301306	DEF301307	YES		X
036.pdf		Email re : "DiS optimization update"	DEF301308	DEF301308	NO		Foundation, relevance, outweighs probative
037.pdf		Email re: Yale/HCCI OON Study	DEF102978	DEF102979	YES		X (10/28)
038.pdf		Data iSight Product and Methodology – Physician Module	DEF091488	DEF091493	NO		Incomplete document, relevance
039.pdf		UnitedHealthcare Employer & Individual - 2017 Financial supplement, Darren Moquist, CFO	DEF101833	DEF101890	NO		Foundation, relevance, outweighs probative
040.pdf		Email re "Material for call Tomorrow on OON study"	DEF108330	DEF108330	NO		Foundation, relevance, outweighs probative
041.pdf		The Cost and Frequency of Surprise Out-of-Network Emergency Department Physician Bills	DEF108331	DEF108337	NO		Foundation, relevance, outweighs probative
042.pdf		United Market Data	DEF045754	DEF045754	YES		X
043.pdf		United Healthcare OCM Optimization Agenda	DEF301882	DEF301883	NO		Incomplete document, relevance, prejudicial, cumulative
044.pdf		Email "RE: OON -- Confidential -- phase 2"	DEF108722	DEF108729	NO		Foundation, relevance, outweighs probative, cumulative

045.pdf		United Healthcare Egregious Biller Presentation	DEF329019	DEF329019	NO		Incomplete document, relevance
046.pdf		MultiPlan presentation entitled "UnitedHealthcare – ASO Product Review."	DEF300337	DEF300337	NO		Incomplete document, relevance, prejudicial, probative
047.pdf		Excel explaining that all UNET OON ER claims in Nevada are to be set at 480% of Medicare	DEF091427	DEF091427	NO		Incomplete document, not match description, relevance, prejudicial, probative
048.pdf		Spreadsheet re Claims incurred from 3/1/2016-2/28/2017	DEF108818	DEF108818	NO		Incomplete document, relevance, prejudicial, probative
049.pdf		Outlier Cost Management (Formerly Egregious Billing and OON Assistant Surgeon Processing) Standard Operating Procedure Presentation	DEF352044	DEF352079	NO		Incomplete document, relevance, prejudicial, probative
050.pdf		Email re "Materials for: CONF CALL: Emergency Room misuse/abuse; w/ Dr Migliori, S Hemsley, Dr Ho, et al.; UHG Corp., 9th Floor Atrium	DEF106556	DEF106558	NO		Incomplete document, relevance, prejudicial, probative,
051.pdf		Email re "Aetna Changes SG Out-of-Network Reimbursement Rates"	DEF352080	DEF352082	NO		Relevance, prejudicial, probative, subject
052.pdf		Email re "Notes 10/18: Final Discussion on OCM EBB Letters and Approval"	DEF080083	DEF080085	NO		Incomplete document, relevance, prejudicial, probative, hearsay
053.pdf		Email re "DataiSight"	DEF290949	DEF290960	NO		Foundation, relevance, outweighs probative
054.pdf		Email re "DataiSight"	DEF302681	DEF302695	NO		Foundation, relevance, outweighs probative, cumulative
055.pdf		Balance Billing: Out of Network Physicians Practicing at In-Network Facilities	DEF108469	DEF108470	NO		Foundation, relevance, outweighs probative
056.pdf		Email re "For Review: OON Talking Points"	DEF108467	DEF108468	NO		Foundation, relevance, outweighs probative
057.pdf		American Hospital Association Underpayment by Medicare and Medicaid Fact Sheet	N/A	N/A	NO		Foundation, relevance, outweighs probative
058.pdf		OON Program Overview Tip Sheet May 2016	DEF344539	DEF344539	YES		
059.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
060.pdf		OON Program Overview	DEF107132	DEF107140	NO		Incomplete document
061.pdf		UnitedHealthcare Choice Plus Certificate of Coverage	DEF040021	DEF040186	YES		X
062.pdf		Outlier Cost Management - Protecting you, and your employees from unexpected out-of-network medical costs	DEF303149	DEF303150	YES		X (10/28)
063.pdf		Outlier Cost Management - Messaging, Media, and other Stakeholders	DEF303139	DEF303146	NO		Incomplete document, relevance
064.pdf		Spreadsheet shows that that for UHC's OON R&C reimbursement, their vendor is FairHealth	DEF293601	DEF293601	NO		Incomplete document, not match description, relevance

065.pdf		United spreadsheet, which states under "Charter" tab at cell B24 "Claims that are non-par but hit the member's INN benefit when SSP fails to achieve a discount. These claims currently pay at billed charges."	DEF290193	DEF290193	NO		Incomplete document, relevance, prejudicial, probative
066.pdf		Commercial Group 2017 Business Plan - Strategic Summary	DEF328860	DEF328891	NO		Incomplete document
067.pdf		United Presentation on Medical Cost Management Team Template for Stage 1 or Stage 2	DEF303119	DEF303137	YES		X (10/28)
068.pdf		Summary Plan Description for Cleaver-Brooks Inc.	DEF447019	DEF447178	NO		Incomplete document, foundation
069.pdf		Southwest Airlines Welfare Benefit Plan Summary Plan Description	DEF446770	DEF446935	NO		Incomplete document, foundation
070.pdf		Outlier Cost Management for ASO Communications Strategy	DEF107123	DEF107128	YES		X (10/28)
071.pdf		Financial Renewal and Terms Agreement	UNITED-DEF-0003646	UNITED-DEF-0003661	YES		X
072.pdf		Email re "FOR REVIEW CRAIG PRESENTATIONS FOR JANUARY 12 AT 1:00EST"	DEF098406	DEF098407	YES		X
073.pdf		Customer Impact Advisory Group Presentation by Sarah Peterson and Lia LaMaster	DEF098418	DEF098426	YES		X
074.pdf		Customer Impact Advisory Group Presentation Notes by Sarah Peterson and Lia LaMaster	DEF098431	DEF098432	YES		X
075.pdf		Letter from United to Boart Longyear Co. re 2017 Financial Renewal under the Administrative Services Agreement (ASA) between United Healthcare and Boart	UNITED-DEF-0000327	UNITED-DEF-0000339	YES		X
076.pdf		United's Shared Saving Enhanced ASO Update	DEF417416	DEF417439	YES		X (10/28)
077.pdf		Email re "OT remark code questions on negotiations"	DEF080114	DEF080118	YES		X
078.pdf		Email re "OON--Confidential -- DRAFT of Phase 2 Research Results"	DEF108701	DEF108701_0004	NO		Relevance, prejudicial, probative, foundation, hearsay
079.pdf		Email re "OON--Confidential -- LOOKING FOR INPUT AHEAD OF PHASE 2 PUBLICATION"	DEF108709	DEF108714	NO		Relevance, prejudicial, probative, foundation, hearsay
080.pdf		ASO Shared Savings enhanced Charter	DEF107142	DEF107144	NO		Incomplete document, relevance
081.pdf		Email re "Team Health in Missouri"	DEF480855	DEF480859	NO		Incomplete document, relevance, prejudicial, probative, hearsay
082.pdf		MultiPlan Analysis and Recommended Actions for Enhancing Savings Results	MPI003879	MPI003901	NO		Incomplete document, hearsay, relevance, outweighs probative
083.pdf		Email re "OON--Confidential -- phase 2"	DEF108730	DEF108738	NO		Relevance, prejudicial, probative, foundation, hearsay
084.pdf		Email re "***OPTIONAL ATTENDEE**   OCM - MultiPlan Benchmark Pricing Overview"	DEF097966	DEF097966	NO		Incomplete document
085.pdf		Email re "OON--Confidential -- phase 2"	DEF108739	DEF108747	NO		Relevance, prejudicial, probative, foundation, hearsay
086.pdf		Email re "Requested OCM SOP Updates"	DEF319083	DEF319083	NO		Foundation, relevance
087.pdf		United OCM COMET/UNET Process Standard Operating Procedure Presentation with edits	DEF319084	DEF319112	NO		Foundation, relevance

088.pdf		Proposed Updates to United OCM COMET/UNET Process Standard Operating Procedure Presentation	DEF319113	DEF319116	NO		Foundation, relevance, prejudicial, probative
089.pdf		United Health Networks West Region Review	DEF330160	DEF330303	NO		Incomplete document, relevance, prejudicial, probative
090.pdf		Business Update - Employer & Individual	DEF103667	DEF103683	NO		Incomplete document, relevance, prejudicial, probative
091.pdf		Multi Plan "Support for Benchmark Pricing" document	DEF080081	DEF080082	NO		Incomplete document, relevance
092.pdf		Emergency Department Transformation Initiative	DEF437549	DEF437574	NO		Incomplete document, relevance, prejudicial, probative
093.pdf		Email re "Follow up request"	DEF080123	DEF080125	NO		Foundation, relevance, outweighs probative
094.pdf		ASO SSP Benchmark Pricing	DEF103756	DEF103769	YES		X (10/28)
095.pdf		Email re "DiS Priced Fair"	DEF080121	DEF080122	NO		Foundation, relevance, outweighs probative
096.pdf		Email re "OCM - MultiPlan Benchmark Pricing Overview" with attached presentation	DEF097928	DEF097928	NO		Incomplete document
097.pdf		OCM Physician (Formerly EG Physician) Written Appeal Policy and Procedure	DEF310127	DEF310131	NO		Incomplete document
098.pdf		United spreadsheet, which states under "Charter" tab at cell B24 "Claims that are non-par but hit the member's INN benefit when SSP fails to achieve a discount. These claims currently pay at billed charges."	DEF290193	DEF290193	NO		Incomplete document, cumulative, relevance, outweighs probative
099.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
100.pdf		Email re "OON Manuscripts -- LATEST DRAFT"	DEF101727	DEF101729	NO		Relevance, prejudicial, probative, foundation, hearsay
101.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
102.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
103.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
104.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
105.pdf		United Market Data	DEF045755	DEF045755	YES		X
106.pdf		United Market Data	DEF045764	DEF045764	YES		X
107.pdf		United Market Data	DEF045766	DEF045766	YES		X
108.pdf		United Market Data	DEF109390	DEF109390	YES		X
109.pdf		Shared Savings Program Enhanced for ASO Deployment Update	DEF257632	DEF257632	NO		Incomplete document, relevance, prejudicial, probative
110.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
111.pdf		Out of Network Affordability for ASO	DEF280570	DEF280570	NO		Incomplete document
112.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

113.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
114.pdf		UMR Market Data Production	DEF109398	DEF109398	YES		X
115.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
116.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
117.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
118.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
119.pdf		Email re "Canceled: Top NonPar HBP Groups-Contract Strategy Work Group"	DEF256140	DEF256141	NO		Incomplete document, relevance
120.pdf		AT & T Mobility Medical Program - Summary Plan Description	DEF035370	DEF035606	YES		X
121.pdf		2017 Sprint Account Medical Plan	DEF040242	DEF040298	YES		X
122.pdf		2017 Client Advisory Board MeetingAttendee List	MPI000145	MPI000146	YES		X
123.pdf		2017 HPN MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, hearsay, prejudice outweighs probative
124.pdf		2017 Sierra MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, hearsay, prejudice outweighs probative
125.pdf		2017 United MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, hearsay, prejudice outweighs probative
126.pdf		2017 Commercial Plan: Strategic Scorecard	DEF098356	DEF098405	NO		Incomplete document, relevance, prejudicial
127.pdf		Financial Renewal and Terms Agreement	UNITED-DEF-0003662	UNITED-DEF-0003667	YES		X
128.pdf		MultPlan Project Initiation Request	DEF280553	DEF280554	NO		Incomplete document, relevance, cumulative
129.pdf		MultPlan Project Initiation Request	MPI003675	MPI003678	NO		Foundation, hearsay, prejudice outweighs probative
130.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
131.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
132.pdf		ASO SSP Benchmark Pricing	DEF458941	DEF458954	NO		Document does not
133.pdf		Email re "Data iSight Enhancements (UMR)"	MPI020130	MPI020132	NO		Foundation, hearsay, prejudice outweighs probative
134.pdf		Email re "(9:00-11:00am CT) TeamHealth/UnitedHealthcare Networks meeting"	DEF529188	DEF529191	NO		Relevance
135.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
136.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
137.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
138.pdf		UHONE OCM Implementation Updates	DEF509851	DEF509851.8	NO		Document does not

139.pdf		Email re "MRA Enhancements"	DEF010455	DEF010456	NO		Foundation, hears prejudice outweighs
140.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
141.pdf		Email re "Data iSight OP Cap at 400% CMS"	MPI020112	MPI020112	NO		Foundation, hears prejudice outweighs
142.pdf		UnitedHealthcare Choice Plus Certificate of Coverage for the Plan AGZ7 of Collaborative Care Services, Inc. dba Optum Partnerer Services	DEF022089	DEF022272	YES		X
143.pdf		2018 West Region Performance United document	DEF517472	DEF517473	NO		Incomplete document relevance, prejudicial probative
144.pdf		UHC Shared Savings Program Enhanced	DEF306721	DEF306732	YES		X (10/28)
145.pdf		United Healthcare Blanket Student Accident and Sickness Insurance Plan"	DEF085140	DEF085221	YES		X
146.pdf		United Healthcare Certificate of Coverage for the Plan AGZZ of Winzer Corp.	DEF017963	DEF018144	YES		X
147.pdf		Administrative Services Agreement	UNITED-DEF-0001302	UNITED-DEF-0001356	YES		X
148.pdf		Financial Renewal and Terms Agreement	UNITED-DEF-0003620	UNITED-DEF-0003640	YES		X
149.pdf		Financial Renewal and Terms Agreement	UNITED-DEF-0003838	UNITED-DEF-0003841	YES		X
150.pdf		Financial Renewal and Terms Agreement	UNITED-DEF-0003842	UNITED-DEF-0003862	YES		X
151.pdf		2018 HPN MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation prejudice outweighs
152.pdf		2018 Sierra MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation prejudice outweighs
153.pdf		2018 United MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation prejudice outweighs
154.pdf		UHC Core Essential OON Program Overview Presentation	DEF281923	DEF281923	NO		Incomplete document
155.pdf		Example of a United member reimbursement	DEF080047	DEF080048	NO		Foundation, relevance
156.pdf		Example of a United member reimbursement	DEF251695	DEF251697	NO		Incomplete document relevance
157.pdf		Email re "FW: CRS Enhancements 2018 - ER Pricing"	DEF091231	DEF091233	NO		Foundation, relevance outweighs probative
158.pdf		Southwest Airlines Welfare Benefit Plan Summary Plan Description	DEF009181	DEF009332	YES		X
159.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
160.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
161.pdf		Email re "Follow up Q from Q4 report out"	DEF080131	DEF080133	NO		Foundation, relevance outweighs probative
162.pdf		Email re "Follow up Q from Q4 report out"	MPI000902	MPI000904	NO		Foundation, hears prejudice outweighs
163.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
164.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			



165.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
166.pdf		Email re "UMR Benchmark Pricing Analytic Review - ER Services Breakout"	MPI020172	MPI020176	NO		Foundation, hears outweighs probati
167.pdf		Email re "CRS Enhancements 2018 - ER Pricing"	DEF091228	DEF091230	NO		Foundation, releva outweighs probati
168.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
169.pdf		United Healthcare: Implementing Benchmark Pricing Presentation	DEF280680	DEF280706	NO		Incomplete docum relevance
170.pdf		Email re "Quarterly Meeting"	DEF272426	DEF272426	NO		Relevance, founda
170A.pdf		MultiPlan Update for United HealthCare	DEF272428	DEF272428	NO		Foundation
171.pdf		Email re "question on fees"	DEF079960	DEF079960	NO		Relevance, prejud probative
172.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
173.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
174.pdf		Email re "TeamHealth"	DEF257568	DEF257570	YES		X
175.pdf		Enhancing Out of Network Competitive Position	DEF257589	DEF257589	YES		X (10/28)
176.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
177.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
178.pdf		Email re "Data iSight reporting Fully Insured/ASO - request additional details"	DEF079914	DEF079919	YES		X
179.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
180.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
181.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
182.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
183.pdf		Email re "Review Samples of Reimbursement - Payment Integrity"	DEF446768	DEF446769	YES		X
184.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
185.pdf		United Healthcare Certificate of Coverage for the Plan VKZ of Energy Inspectors Corporation	DEF034177	DEF034346	YES		X
186.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
187.pdf		Enhancing Out of Network Competitive Position	DEF100401	DEF100408	NO		Incomplete docum relevance, cumula
188.pdf		Email re "United DiS - ER Professional"	MPI023215	MPI023216	NO		Foundation, hears prejudice outweig
189.pdf		Email re "Shared Savings Program Assessment - Follow up"	DEF272607	DEF272608	NO		Foundation
190.pdf		OON Packages Final Jan 2018 Full with UMR 04052018 Excel	DEF272609	DEF272609	NO		Foundation

191.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
192.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
193.pdf		Enhancing Out of Network Competitive Position	DEF517516	DEF517525	NO		Incomplete document
194.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
195.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
196.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
197.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
198.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
199.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
200.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
201.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
202.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
203.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
204.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
205.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
206.pdf		Data iSight Professional Methodology from MultiPlan	DEF259563	DEF259564	NO		Incomplete document, relevance
207.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
208.pdf		OON Shared Savings Comparison: UMR and UNET Presentation	DEF245054	DEF245054	NO		Foundation, relevance outweighs probative value
209.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
210.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
211.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
212.pdf		Email re "OCM Adoption"	DEF274785	DEF274789	YES		X
213.pdf		Email re "OCM ER Change Opportunity"	DEF289963	DEF289964	NO		Foundation, relevance outweighs probative value
214.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
215.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
216.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

217.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
218.pdf		Email re "Claims Specific Experience - Internal Employee Issue - updated status adj completed"	DEF274985	DEF274988	NO		Relevance, prejudicial, hearsay, probative, hearsay
219.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
220.pdf		Out of Network Programs Presentation	DEF245062	DEF245062	YES		X (10/28)
221.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
222.pdf		Email re "United Priorities - Request for 10/1"	MPI023680	MPI023681	NO		Foundation, hearsay, prejudice outweighs probative
223.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
224.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
225.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
226.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
227.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
228.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
229.pdf		Email re "OCM ER Change Opportunity"	DEF311477	DEF311477_0009	NO		Relevance, foundation, hearsay, prejudice outweighs probative
230.pdf		OON Shared Savings Comparison: UMR and UNET	DEF245602	DEF245602	NO		Foundation, relevance, hearsay, prejudice outweighs probative
231.pdf		Amendment to Network Access Agreement	DEF280789	DEF280806	YES		X
232.pdf		Email re "SSP _ UMR and UNET compare 07192018.pptx"	DEF245053	DEF245053	NO		Foundation, relevance, hearsay, prejudice outweighs probative
233.pdf		United reduced FI ER claims	DEF277502	DEF277505	NO		Incomplete documentation, relevance
234.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
235.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
236.pdf		United Enterprise Value: TCOC Presentation	DEF245277	DEF245310	NO		Incomplete documentation, relevance, prejudicial, probative
237.pdf		Email re " For your review - OCM Rate Reduction (ER, [Redacted, for ASO - can we target a 10/1/18 (date of process) Go Live?"	MPI023818	MPI023820	NO		Foundation, hearsay, prejudice outweighs probative
238.pdf		UHC Document entitled "UHC-UNET DiS" Institutional ER Reduction to 250% for Fully Insured and Professional & Institutional ER Reduction to 250% for ASO .	DEF279341	DEF279341	NO		Incomplete documentation, relevance
239.pdf		"Out of Network Change the Narrative. Change the Performance." Presentation	DEF245023	DEF245052	NO		Incomplete documentation, relevance, prejudicial, probative
240.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

241.pdf		Email re "Federal/Cassidy Surprise Billing Discussion Draft"	DEF276400	DEF276401	NO		Foundation, relev
242.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
243.pdf		Email re "UMR compare"	DEF245601	DEF245601	NO		Foundation, relev
244.pdf		Email re "CEO Call - OON Programs"	DEF276981	DEF276982	NO		Foundation, relev
245.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			outweighs probati
246.pdf		Non-Par Opportunities - UHC Ops Meeting Presentation	DEF247182	DEF247192	NO		Incomplete docum
247.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			relevance, prejudi
248.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			probative
249.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
250.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
251.pdf		Email re "Data iSight Methodology Change to Professional Claims"	DEF091282	DEF091282	NO		Foundation, relev
252.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			outweighs probati
253.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
254.pdf		Redacted email	DEF247061	DEF247065	YES		X
255.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
256.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
257.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
258.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
259.pdf		Email re "OON Emergency Physicians - December 14 Review Draft"	DEF102125	DEF102126	NO		Foundation, relev
260.pdf		Inflated Charges by Out-of-Network Emergency Physicians Total \$8 Billion Each Year	DEF102127	DEF102128	NO		outweighs probati
261.pdf		Email re "UMR/UHC OON program compare"	DEF279508	DEF279509	YES		Foundation
262.pdf		UHC UMR OON Compare Jan15_2019(v1)(2) excel	DEF279510	DEF279510	YES		X
263.pdf		UMR_UHC compare v1 PowerPoint	DEF279511	DEF279511	YES		X
264.pdf		2018 Client Advisory Board Meeting Attendee List	MPI000249	MPI000250	YES		X
265.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
266.pdf		UnitedHealthcare Employer & Individual 2019 Business Plan	DEF100006	DEF100042	NO		Document does no
							incomplete docum

267.pdf		UNET Outlier Cost Management (SSPe) High-Level Overview	DEF251687	DEF251687	NO		Incomplete document, relevance
268.pdf		EHCv: Executive Summary	DEF102212	DEF102220	NO		Incomplete document, relevance, prejudicial, probative
269.pdf		OCM ceiling 350% of CMS starting 11/1/2019	DEF307778	DEF307781	NO		Foundation, relevance, outweighs probative
270.pdf		Out of Network Management + National Home Infusion Contracting Team	DEF401428	DEF401439	NO		Incomplete document, not match description, relevance, prejudicial, probative
271.pdf		Sierra Aggregated Market Data Report	DEF011274	DEF011274	YES		X
272.pdf		UNET Aggregated Market Data Report	DEF011275	DEF011275	YES		X
273.pdf		United's Presentation on Re-Defining the E&I Strategy and Enabling Operating Model	DEF100526	DEF100722	NO		Incomplete document, relevance, prejudicial, probative
274.pdf		2019 HPN MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, prejudice outweighs
275.pdf		2019 Sierra MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, prejudice outweighs
276.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
277.pdf		2019 United MLR_Template_Nevada	N/A	N/A	NO		Authenticity, foundation, prejudice outweighs
278.pdf		UnitedHealthcare Choice Plus UnitedHealthcare Insurance Co. Certificate of Coverage (2019)	DEF015234	DEF015403	NO		Document does not
279.pdf		Example of United Healthcare Member Explanation of Benefits	FESM009354	FESM009354	NO		Prejudice outweighs relevance, foundation
280.pdf		Example of United Healthcare Member Explanation of Benefits	FESM009363	FESM009363	NO		Prejudice outweighs relevance, foundation
281.pdf		Example of United Healthcare Member Explanation of Benefits	FESM009371	FESM009371	NO		Prejudice outweighs relevance, foundation
282.pdf		2019 Client Advisory Board Meeting Attendee List	MPI000312	MPI000312	YES		X
283.pdf		Outlier Cost Management	DEF248561	DEF248561			
284.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
285.pdf		ASO Spending excel	DEF102220	DEF102220	NO		Incomplete document, relevance, prejudicial, probative
286.pdf		Naviguard Key Accounts Sales Strategy Discussion	DEF104103	DEF104103	YES		Incomplete document, relevance, prejudicial, probative
287.pdf		UnitedHealthcare Choice Plus Certificate of Coverage for the BEYH of Insuperity Holdings, Inc.	DEF015234	DEF015403	YES		X
288.pdf		United's Presentation on Value Creation	DEF248316	DEF248521	NO		Incomplete document, relevance, prejudicial, probative
289.pdf		Email re "TeamHealth"	DEF279567	DEF279567	NO		Foundation, hearsay, prejudice outweighs

290.pdf		UnitedHealthcare Choice - UnitedHealthcare Insurance Company - Certificate of Coverage for the Plan BCWQ	DEF249844	DEF250025	YES		X
291.pdf		Tesla Summary Plan Description PPO Plus Plan	DEF075759	DEF075950	YES		X
292.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
293.pdf		Email re "HBP/ER Contracting Efforts"	DEF279546	DEF279548	YES		X
294.pdf		EHCv: Executive Summary	DEF280565	DEF280565	NO		Incomplete document, prejudice outweighs probative value, cumulative
295.pdf		Email re "ACA and Emergency Care reimbursement"	DEF359181	DEF359183	YES		X
296.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
297.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
298.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
299.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
300.pdf		UnitedHealthcare (UHC 19-02) - Reduce BMP Factor	DEF280449	DEF280457	NO		Incomplete document, relevance
301.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
302.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
303.pdf		2017 Egregious Billing & ENRP Report	DEF307796	DEF307796	YES		
304.pdf		2017 Egregious Billing ENRP	DEF307797	DEF307797	YES		
305.pdf		Email re "CASH Data Validation - ACTION REQUIRED"	DEF401463	DEF401465	NO		Foundation, relevance outweighs probative value
306.pdf		Attachment from Email re "CASH Data Validation - ACTION REQUIRED"	DEF401466	DEF401466	NO		Foundation, relevance outweighs probative value
307.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
308.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
309.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
310.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
311.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
312.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
313.pdf		Email re HPN, SHL, SHO and FES Termination Confirmation Letters	FESM001238	FESM001239	NO		Incomplete document, redaction, foundation, prejudice outweighs probative value
314.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
315.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

316.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
317.pdf		Email re "Team Health"	DEF335365	DEF335365_0001	YES		X
318.pdf		UHC letter to Congress regarding balance billing	DEF524528	DEF524534	NO		Incomplete document
319.pdf		Letter from United to Universal Health Services re 1/1/2019 Financial Renewal under the ASA between United and Universal Health	UNITED-DEF-0003610	UNITED-DEF-0003619	YES		X
320.pdf		OON table, remark codes and standard reporting process (SSP/Wrap Network to OCM in 2019)	DEF248911	DEF248912	YES		X (10/28)
321.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
322.pdf		UHC writes letter to Congress regarding balance billing	DEF454951	DEF454951_0003	YES		X
323.pdf		United Current Experience Chart	DEF264543	DEF264547	NO		Document does not have sufficient evidence of authenticity
324.pdf		Project Airstream MVP Overview Presentation	DEF472280	DEF472280	NO		Foundation, relevance, probative outweighs prejudicial
325.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
326.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
327.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
328.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
329.pdf		2019 E&I Performance - Affordability/EHCV	DEF099168	DEF099262	NO		Document does not have sufficient evidence of relevance, probative outweighs prejudicial
330.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
331.pdf		Email re "High Cost Par Provider Review - Due March 27"	DEF289525	DEF289527	NO		Foundation, relevance, probative outweighs prejudicial
332.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
333.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
334.pdf		Email re "Project Airstream"	DEF472279	DEF472279	NO		Foundation, relevance, probative outweighs prejudicial
335.pdf		Email re "Earnings "Pre Prep" Follow-ups"	DEF525205	DEF525209	NO		Relevance, probative outweighs prejudicial
336.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
337.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
338.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
339.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

340.pdf		Email re "Equity Healthcare OON Program Client Summary"	DEF516823	DEF516823	NO		Incomplete docum
341.pdf		Email re "Project Airstream MVP Overview"	DEF528368	DEF528368	NO		Foundation, releva outweighs probati
342.pdf		Project Airstream MVP Overview Presentation	DEF528310	DEF528310	NO		Foundation, releva outweighs probati
343.pdf		Email re "Just checking in to see if the new United ED claim report for Q19 is available?"	FESM008961	FESM008962	NO		Incomplete docum
344.pdf		Out of Network Program Update	DEF249427	DEF249436	NO		Incomplete docum relevance, prejudi probative, cumula
345.pdf		EHCv: OON Program Update	DEF528126	DEF528136	NO		Incomplete docum relevance, prejudi probative, cumula
346.pdf		Email re "Elite Medical Center"	DEF460390	DEF460394	NO		Foundation, releva outweighs probati
347.pdf		United Healthcare Out of Network Cost Management Programs (Key Accounts, ASO/Self-Funded)	DEF463220	DEF463.220.40	NO		Foundation
348.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
349.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
350.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
351.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
352.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
353.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
354.pdf		Email re Project Airstream MVP Overview	DEF528309	DEF528310	NO		Foundation, releva outweighs probati
355.pdf		Email re "MBR Meeting June 11 - Provable Medical and Operating Superiority (Draft 1)"	DEF097974	DEF097974	NO		Foundation, releva outweighs probati
356.pdf		Email re "OON Par Median 05-29-19"	DEF282169	DEF282169	NO		Foundation, releva
357.pdf		OON Par Median 05-29-19 PowerPoint	DEF282170	DEF282170.11	NO		Foundation, releva
358.pdf		UHC presentation entitled "Project Airstream Overview"	DEF528394	DEF528433	NO		Incomplete docum relevance, prejudi probative, cumula
359.pdf		Email re "Action required - ER charges"	DEF529855	DEF529862	YES		X
360.pdf		Email Re: National Account SSP 2 + 10 Assumptions	DEF250817	DEF250818	YES		X (10/28)
361.pdf		Email Re: Shared savings - Employer Shared Savings 2019 Budget - All Reions 041219	DEF103857	DEF103857	NO		Foundation, releva outweighs probati
362.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
363.pdf		United website that shows they use Fair Health as a benchmark	FESM000335	FESM000341	NO		Foundation, hears prejudice outweig
364.pdf		Email re "TeamHealth"	MPI004946	MPI004946	NO		Foundation, hears prejudice outweig



365.pdf		UnitedHealthcare Choice Plus Certificate of Coverage, Riders, Amendments, and Notices for Canyon Ridge Oral & Maxillofacial Surgery	DEF018973	DEF019178	YES		X
366.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
367.pdf		UHC's "Out-of-Network Cost Management Programs"	DEF104025	DEF104048	YES		X
368.pdf		UHC's "Out-of-Network Cost Management Programs (Key Accounts, ASO/Self-Funded)"	DEF104013	DEF1040024	YES		X
369.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
370.pdf		SSP	DEF253353	DEF253356	YES		X (10/28)
371.pdf		TeamHealth letters to United re Provider Dispute Reconsideration/Appeal for the Physicians Practice noted in Exhibit A	FESM000001	FESM000003	NO		Incomplete document, redaction, foundation, prejudice outweighs probative
372.pdf		Exhibit A to TeamHealth letters to United re Provider Dispute Reconsideration/Appeal for the Physician Practice"	FESM000004	FESM000004	YES		
373.pdf		TeamHealth letters to United re Provider Dispute Reconsideration/Appeal for the Physicians Practice noted in Exhibit A	FESM000005	FESM000007	NO		Incomplete document, redaction, foundation, prejudice outweighs probative
374.pdf		Exhibit A to TeamHealth letters to United re Provider Dispute Reconsideration/Appeal for the Physician Practice"	FESM000008	FESM000008	YES		
375.pdf		Member Explanation of Benefits (Jose Davila)	DEF049421	DEF049424	NO		Foundation
376.pdf		Email re "Data iSight/TeamHealth"	MPI005116	MPI005118	YES		X
377.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
378.pdf		UHN E&I: Market Competitiveness	DEF100486	DEF100507	NO		Incomplete document, relevance, prejudice outweighs probative, cumulative
379.pdf		Email re "Final Review: Out of Network Cost Management Programs External Presentation"	DEF253984	DEF253986	NO		Foundation, relevance
380.pdf		Out of Network Cost Management Programs	DEF253987	DEF253987.33	NO		Foundation, relevance
381.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
382.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
383.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
384.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
385.pdf		Clinical Services 2020 Business Plan - Executive Summary	DEF109224	DEF109245	NO		Incomplete document, relevance, prejudice outweighs probative
386.pdf		Enterprise Health Care Value Monthly Business Report	DEF098545	DEF098568	NO		Incomplete document, relevance, prejudice outweighs probative, cumulative
387.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
388.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

389.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
390.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
391.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
392.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
393.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
394.pdf		Email re "Appeals, next steps"	DEF283765	DEF283767	YES		X
395.pdf		OCM ASO Administration Options	DEF283768	DEF283768	YES		X
396.pdf		MultiPlan United Healthcare Project/Change Request Form	DEF309633	DEF309634	NO		Incomplete document, relevance, prejudicial, probative
397.pdf		United Healthcare Video Transcript: TCOC_NatalieWilliams_8_Small.mp4; Approximate Time: 9:27	FESM008697	FESM008699	NO		Foundation, authentic, hearsay
398.pdf		NE TCOC - NatalieWilliams_8 (1)	N/A	N/A	NO		Foundation, authentic, hearsay
399.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
400.pdf		Competitive Landscape for Cost Management Presentation by MultiPlan	DEF299508	DEF299508	YES		X
401.pdf		Email re "OCM Remand Code Refinements ***Require MP Review***"	DEF311518	DEF311518 0007	NO		Foundation, relevance
402.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
403.pdf		Out of Network - Enterprise Health Care Value Work Stream Strategy & Framework	DEF298855	DEF298855	NO		Incomplete document, relevance, prejudicial, probative, cumulative
404.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
405.pdf		Email re "Agenda Items for 10/3 Governance Meeting"	DEF326168	DEF32616171	NO		Foundation, relevance, outweighs probative
406.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
407.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
408.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
409.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
410.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
411.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
412.pdf		Email re "My notes from the MultiPlan meeting yesterday"	DEF330041	DEF330042	YES		X

413.pdf		Data Sight - Dunbar View My Claims	FESM001441	FESM001443	NO		Authenticity, foundation, relevance, prejudice outweighs probative
414.pdf		Hospital Based Physician (HBA)(HCFA) Vended Solution Change	DEF295711	DEF295712	NO		Foundation, relevance, prejudice outweighs probative
415.pdf		Email re "Bi weekly Lead Meeting 101519 Meeting Minutes"	DEF338196	DEF338198	NO		Foundation, relevance, prejudice outweighs probative hearsay
416.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
417.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
418.pdf		Email re "Provider Term - Review proposed reporting"	DEF298760	DEF298761	YES		X (10/28)
419.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
420.pdf		Roadmap Updated 021819	DEF456881	DEF456881	NO		Relevance
421.pdf		Medical Cost Reduction- Best Practices - Out of Network	DEF457346	DEF457351			
422.pdf		ASA & SPD Language	DEF473006	DEF473007	YES		Incomplete documentation, relevance, prejudice outweighs probative
423.pdf		Enterprise Health Care Value West Region QB Kick-off Summit	DEF391237	DEF391244	NO		Incomplete documentation, relevance, prejudice outweighs probative, cumulative
424.pdf		Health Care Financial Services of TeamHealth - Policy & Procedure Billing Center and Operations	FESM001549	FESM001551	YES		X
425.pdf		UHC National Provider Relationships	DEF491011	DEF491013	NO		Incomplete documentation, relevance, prejudice outweighs probative
426.pdf		West Region Quarterback Kick-Off Summit	DEF431289	DEF431406	YES		Incomplete documentation, relevance, prejudice outweighs probative
427.pdf		Email re "ER Claim 19043161526"	DEF344363	DEF344363	NO		Foundation, relevance, prejudice outweighs probative
428.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
429.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
430.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
431.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
432.pdf		United's 2019 Business Plan	DEF100095	DEF100141	NO		Incomplete documentation, relevance, prejudice outweighs probative, cumulative
433.pdf		Email re "Surprise Billing"	DEF103981	DEF103981	NO		Foundation, relevance, prejudice outweighs probative
434.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
435.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
436.pdf		Email re "Ceiling Negotiations for HBP"	DEF519507	DEF519509	NO		Foundation, relevance, prejudice outweighs probative

437.pdf		MultiPlan presentation to United entitled "Initiatives to Improve Competitive Position".	MPI005210	MPI005225	NO		Foundation, hears prejudice outweighs probative
438.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
439.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
440.pdf		Email re "R and C Adoption"	DEF104009	DEF104012	YES		X
441.pdf		UnitedHealthcare Hospital Based Providers Threshold Change	DEF307764	DEF307775	NO		Incomplete documentation, relevance, prejudicial, probative, cumulative
442.pdf		Email re "UnitedHealthcare Team Health Guidelines"	DEF340599	DEF340599	NO		Foundation, relevance, outweighs probative
443.pdf		MultiPlan UnitedHealthcare Team Health Guidelines attachment	DEF340600	DEF340601	NO		Foundation, relevance, outweighs probative
444.pdf		Member Explanation of Benefits (Veronica Luna)	DEF223961	DEF223965	NO		Foundation
445.pdf		UnitedHealthcare Networks 2020 Business Plan	DEF109169	DEF109203	NO		Incomplete documentation, relevance, prejudicial, probative
446.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
447.pdf		United Healthcare 2020 Employer & Individual Business Plan	DEF109030	DEF109056	NO		Incomplete documentation, relevance, prejudicial, probative, cumulative
448.pdf		United Healthcare 2020 Business Plan Introduction	DEF109015	DEF109029	NO		Incomplete documentation, relevance, prejudicial, probative, cumulative
449.pdf		UHC/UMR Out of Network Program Comparison	DEF245055	DEF245057	NO		Foundation, relevance, outweighs probative
450.pdf		OON - Double Down	DEF098577	DEF098578	NO		Incomplete documentation, relevance, prejudicial, probative
451.pdf		UHC 19-12: United Healthcare Hospital Based Providers (HBP) Threshold Change	MPI012635	MPI012653	NO		Foundation, hears prejudice outweighs cumulative
452.pdf		UHC 20-05: United Healthcare Hospital Based Providers (HBP) Processing Enhancements	MPI010990	MPI011005	NO		Foundation, hears prejudice outweighs cumulative
453.pdf		MultiPlan Project Initiation Request	MPI010627	MPI010630	NO		Foundation, hears prejudice outweighs
454.pdf		NV FH Data Request	FESM008657	FESM008657	NO		Foundation, authentic
455.pdf		UHC "Out of Network Double Down"	DEF103601	DEF103603	NO		Incomplete documentation, relevance, prejudicial, probative, cumulative
456.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
457.pdf		MultiPlan Initiatives to Improve Competitive Position Presentation	MPI021384	MPI021393	NO		Foundation, hears prejudice outweighs
458.pdf		Member Explanation of Benefits (Maurelle Lott)	DEF223943	DEF223948	NO		Foundation, relevance, outweighs probative
459.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			

460.pdf		Email re "MultiPlan Shared Savings: UHC / data iSight"	MPI021425	MPI021428	NO		Foundation, hears
461.pdf		United Market Data	DEF109396	DEF109396	YES		prejudice outweighs probative
462.pdf		UHC West Region 2020 Business Planning	DEF430325	DEF430358			Incomplete document, relevance, prejudicial, probative
463.pdf		Naviguard - "Provider of Interest" SWAT Team	DEF457817	DEF457844	NO		Incomplete document, relevance, prejudicial, probative
464.pdf		Naviguard - Comparison to OCM	DEF297470	DEF297470	YES		
465.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
466.pdf		Naviguard Balance Bill Challenger Bundle	N/A	N/A	NO		Foundation, relevance, probative
467.pdf		Fair Health Consumer - In Network and Out of Network Emergency Department Visit	N/A	N/A	NO		Foundation, relevance, outweighs probative
468.pdf		All Initiatives Excel	DEF281266	DEF281266	NO		Incomplete document, relevance, prejudicial, probative
469.pdf		FI First Pass Claim Flow Chart	DEF302149	DEF302151	NO		Incomplete document, relevance, prejudicial, probative, cumulative
470.pdf		Online Routing System Complete History	DEF234751	DEF234751	NO		Foundation, relevance, probative
471.pdf		United presentation entitled "Commercial Competitor Financial Review"	DEF528277	DEF528289	YES		X
472.pdf		Method Used to Determine Out of Network Payments	DEF252401	DEF252401	YES		X
473.pdf		Disputed Claims File	FESM020911 (A)	FESM020911 (A)	YES		X
474.pdf		United Healthcare Networks E&I UCRT Scenario Planning	DEF254741	DEF254741	NO		Document does not have relevance, foundation, probative
475.pdf		Commercial non-par savings for 2016-2018	DEF103863	DEF103863	NO		Incomplete document, relevance, prejudicial, probative
476.pdf		United Healthcare Presentation on Parking Lot, Non Par Medical Spend Management, Market QB Tasks, etc.	DEF253084	DEF253104	NO		Foundation, relevance, outweighs probative
477.pdf		UnitedHealthcare Out of Network Programs	DEF251704	DEF251704	NO		Foundation, relevance, probative
478.pdf		Naviguard ASO/Self-Funded Internal Talking Points and Frequently Asked Questions (FAQ) Internal Use Only	N/A	N/A			
479.pdf		UHC PowerPoint	DEF271366	DEF271366	NO		Incomplete document, relevance, prejudicial, probative
480.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
481.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
482.pdf		United Healthcare - Our Story Page	N/A	N/A	YES		X
483.pdf		OCM Dispute Rate & Saving Retention by Rebecca Paradise	DEF282047	DEF282047	YES		X
484.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
485.pdf		Data iSight Benefit Plan Language and EOB Requirement	DEF302713	DEF302718	NO		Incomplete document, relevance
486.pdf		MultiPlan Support for Benchmark Pricing	DEF319764	DEF319764	YES		X (10/28)

487.pdf		OON Affordability and Ops	DEF319767	DEF319771	NO		Incomplete document, relevance, cumulative
488.pdf		United Healthcare - Member Rights & Responsibilities Page	N/A	N/A	YES		X
489.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
490.pdf		Out of Network End to End Review Presentation	DEF248650	DEF248650	NO		Incomplete document, relevance, prejudicial, probative
491.pdf		Spreadsheet showing the push from WRAP networks to other OON programs like ENRP	DEF249558	DEF249558	NO		Incomplete document, relevance, prejudicial, probative
492.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
493.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
494.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
495.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
496.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
497.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
498.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
499.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
500.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
501.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
502.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
503.pdf		Summary of Deal's "United Market Data" File	N/A	N/A	NO		Foundation, mischaracterization, evidence
504.pdf		Summary of Deal's "United Market Data" File - Comparison to Deal's Opinions & PC's Actual Numbers	N/A	N/A	NO		Foundation, mischaracterization, hearsay, evidence
505.pdf		Summary of Plaintiff's Disputed Claim File	N/A	N/A	NO		Foundation, mischaracterization, evidence
506.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
507.pdf		Administrative Services Agreement	BOART215	BOART253	NO		Document does not
508.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
509.pdf		UnitedHealthcare - Contract Negotiations - Communication Plan Executive Summary	DEF421932	DEF421944			
510.pdf		UnitedHealthcare Choice Plus Certificate of Coverage for Plan VKY (Mid Plan)	DEF040021	DEF040186	NO		Document does not

511.pdf		Deal's FIG 3A R output	N/A	N/A	NO		Foundation, misch evidence
512.pdf		Summary of Deal's "United Market Data" File - Top 5 Provider TINs	N/A	N/A	NO		Foundation, misch evidence
513.pdf		AHIP HealthCare Dollar	N/A	N/A	NO		Foundation, auth relevance, prejudi prejudice
514.pdf		United 2015 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
515.pdf		United 2016 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
516.pdf		United 2017 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
517.pdf		United 2018 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
518.pdf		United 2019 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
519.pdf		United 2020 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
520.pdf		MultiPlan 2020 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
521.pdf		MultiPlan 2020 Amended 10K	N/A	N/A	NO		Foundation, hears prejudice outweig
522.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
523.pdf			INTENTIONALLY OMITTED	INTENTIONALLY OMITTED			
524.pdf		U.S. Patent Galas et al. (US 8,103,522) from Michael Schill Deposition	N/A	N/A	NO		Relevance, prejud probative
525.pdf		Rodney Malchow et al. v. Oxford Health Plans Inc.	N/A	N/A	NO		Foundation, relev outweighs probati
526.pdf		Final HIT Ingenix Report	N/A	N/A	NO		Foundation, relev outweighs probati
527.pdf		RAND Health Study ( <a href="https://www.rand.org/pubs/research_reports/RR280.html">https://www.rand.org/pubs/research_reports/RR280.html</a> )	N/A	N/A	NO		Foundation, relev outweighs probati

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation; UNITED  
HEALTH CARE SERVICES INC., dba  
UNITEDHEALTHCARE, a Minnesota corporation;  
UMR, INC., dba UNITED MEDICAL  
RESOURCES, a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE COMPANY,  
INC., a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation,

Defendants.

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

**PLAINTIFFS' RESPONSE TO  
DEFENDANTS' OBJECTION TO  
MEDIA REQUESTS**

1 Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-Mandavia,  
2 P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine (collectively the  
3 “Health Care Providers”) oppose UnitedHealthcare Insurance Company; United HealthCare  
4 Services, Inc.; UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada,  
5 Inc. (collectively, “United”)’s Objection to Media Requests.

6 United’s Objection is unfounded. Unless otherwise provided **by law**, the “sitting of every  
7 court of justice shall be public.” NRS 1.090. “Every trial on the merits must be conducted in open  
8 court.” NRCPP 77(b). “[O]pen court proceedings assure that proceedings are conducted fairly and  
9 discourage perjury, misconduct by participants, and biased decision making.” *Del Papa v. Steffen*,  
10 112 Nev. 369, 374, 915 P.2d 245, 249 (1996). “At trial, the witnesses’ testimony must be taken  
11 in open court unless provided otherwise by applicable law.” NRCPP 43(a).

12 Thus, the presumption is that this trial will be open to the public. That presumption shall  
13 only be overcome if United can (1) prove an overriding interest that is likely to be prejudiced; (2)  
14 propose a closure that is no broader than required to protect that overriding interest; and (3)  
15 demonstrate that there are no reasonable alternatives to closing the proceeding. And, if public, the  
16 presumption is that electronic coverage will be allowed. SCR 230.2. Importantly, a party’s  
17 consent to media coverage is not required. SCR 240.1.

18 United has not made the required showing. Despite the purported confidentiality concern,  
19 every motion in limine was argued in a public proceeding, including recitations of evidence  
20 subject to the motions—it was all broadcast on the internet for all eyes to see. Clearly, United’s  
21 newfound “confidentiality concern” has been manufactured for trial so that United might be able  
22 to shield its wrongdoing from public scrutiny. But United has offered no compelling reason to  
23 ignore the Rules and shroud this trial in secrecy. For these reasons, and as further set forth herein,  
24 the Court should overrule United’s objection.

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

28 . . .

1 DATED this 1st day of November, 2021.

2 McDONALD CARANO LLP

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25 *Attorneys for Plaintiffs*

## POINTS AND AUTHORITIES

### I. LEGAL STANDARD

Under otherwise set forth by Nevada law, the “sitting of every court of justice shall be public.” NRS 1.090. This principle is reflected in the Nevada Rules of Civil Procedure, which provide that “[e]very trial on the merits must be conducted in open court.” NRCP 77(b). “At trial, the witnesses’ testimony must be taken in open court unless provided otherwise by applicable law.” NRCP 43(a). This is, in part, because “open court proceedings assure that proceedings are conducted fairly and discourage perjury, misconduct by participants, and biased decision making.”<sup>1</sup> *Del Papa v. Steffen*, 112 Nev. 369, 374, 915 P.2d 245, 249 (1996). Before a party can close proceedings to the public, the following must occur (1) the party seeking to close the proceeding must advance an overriding interest that is likely to be prejudiced; (2) the requested closure must be shown to be no broader than necessary to protect that interest; (3) a trial court must consider reasonable alternatives; and (4) a trial court must make findings adequate to support the closure. *Feazell v. State*, 111 Nev. 1446, 906 P.2d 727, 729 (1995).

In furtherance of the presumption of a public trial, the Nevada Supreme Court has issued rules governing Electronic Coverage of Court Proceedings. SCR 229–246. Specifically, “[u]nder these rules, there is a presumption that all courtroom proceedings that are open to the public are subject to electronic coverage.” SCR 230. In other words, if the proceedings are open to the public, they are generally subject to electronic coverage. “The consent of participants to coverage is not required.” SCR 240.1. Six factors govern whether, in a public proceeding, electronic coverage should be denied: (1) the impact of coverage upon the right of any party to a fair trial; (2) the impact of coverage upon the right of privacy of any party or witness; (3) the impact of coverage upon the safety and well-being of any party, witness or juror; (4) the likelihood that coverage would distract participants or would detract from the dignigty of the proceedings; (5)

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<sup>1</sup> “This tradition of openness is no quirk of history; rather it has long been recognized as an indispensable attribute of an Anglo–American trial.” *Perry v. City & Cty. of San Francisco*, No. 10-16696, 2011 WL 2419868, at \*18 (9th Cir. Apr. 27, 2011).

the adequacy of the physical facilities of the court for coverage; and (6) any other factor affecting the fair administration of justice. SCR 230.2(a)–(f).

## II. ARGUMENT

### A. United uses its objection as a means to seal the trial and prevent public access.

Throughout its Objection, United repeatedly asks the Court to close the entire courtroom to the public. *See, e.g.*, Objection at 5 (requesting “at a minimum . . . closing the trial proceedings to the media and public”); *id.* at 6 (pointing out a court’s power to “close their proceedings”); *id.* at 9 (arguing trade secrets require protection “by closing the court proceedings”); *id.* (arguing against “allow[ing] an open courtroom during any proceedings”). Indeed, United actually requests to “close certain court proceedings” entirely, “*including the opening statement and closing argument.*” *Id.* at 9 (emphasis added).

But in making this request, United does not even cite to—let alone meet—Nevada’s particular requirements for overcoming the open courts presumption. Instead, United baldly asserts that the trial will involve its trade secret information, without any showing as to whether any information actually rises to the level of a trade secret.<sup>2</sup> United’s vaguely refers to purported trade secrets such as revenues and profits. But United is a publicly traded company that reports this information for anyone to see. And as to its pricing and other information, the majority of the documents on both parties’ exhibit lists are from many years ago and any information, even if it had been confidential then, is long ago stale.

On top of that, the Health Care Providers have offered, on more than one occasion, to confer with United to understand what specific documents United is concerned about, in an effort to develop an agreed procedure for handling those documents. To date, United has refused that request and has not identified even a single document. How can United ask the Court to seal the entire courtroom and prevent public access to pening, closing, and unidentified portions of

<sup>2</sup> The primary case relied upon by United deals with a starkly different issue. *See David Copperfield’s Disappearing, Inc. v. Eighth Judicial Dist. Ct. in & for Cty. of Clark*, 134 Nev. 928 (Nev. App. 2018). In *Copperfield*, the issue concerned disclosure of the method of performing illusions. Public disclosure necessarily would have destroyed the illusions. *Id.* Here, United has not articulated any similar type of specific harm that may result from a public trial.

1 witness testimony when United will not bother to tell the Health Care Providers its real concern?

2 In the end, other than citing to the Protective Order (which is addressed below), United  
 3 provides no substance to meet the four-factor test for closing court proceedings from public view.  
 4 It has identified no specific harm that might occur if the trial proceeds in open court, instead  
 5 speculating that unnamed competitors may view the trial and “may be able to use” this  
 6 unidentified information to United’s detriment. Obj. at 7. This is hardly an overriding interest and  
 7 certainly does not provide the Court with facts sufficient to allow the Court to consider reasonable  
 8 alternatives, narrowly tailor any requested closure, and, ultimately, make findings adequate to  
 9 support closure of the court for trial. *Feazell*, 906 P.2d at 729.

10 B. The Protective Order does not contemplate a private trial.

11 United focuses its objection heavily on the Protective Order, which was specifically  
 12 entered to govern discovery under NRCP 26(b)(1). Although the Protective Order does not  
 13 foreclose the possibility, there is certainly no mandate within the Protective Order to seal the  
 14 courtroom at trial. And, although United argues that “nothing in the Protective Order indicates  
 15 these protections expire upon the commencement of trial,” the Protective Order does contemplate  
 16 reduced protections as trial approaches. For example, Paragraph 12(g) of the Protective Order  
 17 allows witnesses who are expected to testify at trial access to Attorneys’ Eyes Only information  
 18 in advance of their testimony. In other words, as trial approaches and the parties’ witness lists are  
 19 refined, the Protective Order contemplates that both sides witnesses would have access to the  
 20 highest level of confidential information produced in the case, in preparation for trial. This is  
 21 consistent with the expectation of a public trial.<sup>3</sup>

22 C. United does not satisfy the factors for prohibiting electronic coverage.

23 Even if United were only seeking to prohibit electronic coverage, as opposed to shutting  
 24 down all public access to the trial, United has not demonstrated that it has satisfied the factors set

25 \_\_\_\_\_  
 26 <sup>3</sup> United’s argument that the protective order extends beyond trial is a red herring. Hundreds of  
 27 thousands of documents were produced, not all of which will be used at trial. Of course, a public  
 28 trial would not have any effect on documents disclosed during discovery but not used at trial.  
 This is consistent with how federal courts treat the issue. *See, e.g., Center for Auto Safety v.*  
*Chrysler Grp., LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016) (noting a difference between the  
 public’s right to access discovery compared to trial or merits proceedings).

1 forth by the Nevada Supreme Court. As an initial matter, United only addresses three of the six  
 2 factors—United does not argue that allowing electronic media coverage would (1) impact its right  
 3 to a fair trial, (2) distract participants or detract from the dignity of the proceedings, or (3) be too  
 4 much for the physical facilities of the court. SCR 230.2(a), (d)–(e).

5 As to the other three factors, United’s arguments are unavailing. First, United argues that  
 6 it has a “right of privacy” to protecting its sensitive market data under the Protective Order. Even  
 7 assuming that the “right of privacy” extends beyond constitutional concerns into commercial  
 8 market data, this argument suffers from the same lack of specificity as United’s request to seal  
 9 the courtroom. Without specifically identifying the documents and data that United is concerned  
 10 with, United effectively asks to prohibit media coverage (and public access) over any portion of  
 11 the trial that United unilaterally decides relates to its confidential information.<sup>4</sup> This would  
 12 entirely defeat Nevada’s strong open courts presumption.

13 Second, United argues that allowing the media requests would “harm Defendants’ well-  
 14 being.” Setting aside the fact that United is one of the largest, most profitable insurance companies  
 15 in the country (and, in fact, the world), this argument is entirely speculative. United relies solely  
 16 on the notion that, potentially, unidentified competitors could gain access to unidentified  
 17 information and, in some unidentified manner, use that information to harm United in unidentified  
 18 future business.<sup>5</sup> This is hardly the type of specificity that justifies overturning the public access  
 19 presumption. And it certainly does not provide the Court with information that would allow the  
 20 Court the specific findings required to do so.

21 Finally, United argues that allowing electronic media coverage would impact the fair  
 22 administration of justice. But United does not argue that it will have any impact on the jury’s  
 23 verdict or the conduct of the trial. In fact, if anything, the open courtroom and electronic media  
 24

25 <sup>4</sup> This is particularly concerning in light of United’s pervasive, improper over-designating of  
 26 information as “Confidential” or “Attorneys’ Eyes Only.”

27 <sup>5</sup> United’s motivation to seal the courtroom has nothing to do with confidentiality and everything  
 28 to do with hiding its misconduct from the public eye. United did not ask to seal the limine  
 hearings or jury selection. Numerous unsealed hearings have been conducted before the Court  
 regarding a myriad of issues (including at least one hearing on United’s improper confidentiality  
 designations). Why does United all of a sudden need the secrecy of a sealed courtroom?



coverage will enhance the administration of justice. *See, e.g., Del Papa*, 915 P.2d at 249 (“open court proceedings assure that proceedings *are conducted fairly*, and discourage perjury, misconduct by participants, and biased decision making”).

Instead, United suggests—without any evidence in support—that an open trial would somehow harm United more than the Health Care Providers. But both parties produced confidential information in the case, and both parties would be subject to the same open courtroom. There is no reason to believe that any of the Court’s rulings would disparately impact the disclosure of any such information.

Because United has not met the factors under SCR 230.2, the presumption of openness and electronic coverage should prevail and United’s objection should be overruled.<sup>6</sup>

D. There are reasonable alternatives to closing the courtroom.

Finally, there are other reasonable alternatives. Although United offers the alternative of only sealing those portions of the trial that relate to its confidential information, that alternative is unworkable for at least two reason. One, United has not identified the bounds of what it considers to be confidential at trial. And two, United has a history in this lawsuit of over-designating confidential information. United’s proposed alternative would only lead to repeated stoppage of trial to argue over whether certain portions of the trial qualified for sealing or did not.

The Health Care Providers, however, have offered a reasonable alternative to United—the Health Care Providers will not oppose any post-trial motions to seal the documentary evidence that comes into trial. This would allow United to maintain confidentiality over its documents while also protecting Nevada’s open courts. While testimony would be public, the documents themselves would not be, which would significantly mitigate any of United’s alleged harm. This is a more practical and reasonable solution than opening and closing the court at United’s whim.

### III. CONCLUSION

United’s objection lacks merit. United seeks solely to hide its misconduct from the public

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<sup>6</sup> United’s supplement does not change the analysis. Open courts are open courts. The Nevada Supreme Court’s rules governing Electronic Coverage of Court Proceedings already provide specific limitations on media access to jurors. And the Court has already ensured a process by which any concerned juror can prevent media inquiry following the trial.



eye. But the public has a constitutional interest in these civil proceedings and there is a presumption in favor of public access to the trial. That presumption extends to electronic media coverage. United has not met the high bar to establish that the trial should be sealed from the public or that electronic media access should be precluded. Further, the Health Care Providers have offered a reasonable alternative. Accordingly, the Court should overrule United's objection.

DATED this 1st day of November, 2021.

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 1st day of November, 2021, I caused a true and correct copy of the foregoing **PLAINTIFFS' RESPONSE TO DEFENDANTS' OBJECTION TO MEDIA REQUESTS** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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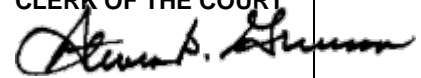
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DISTRICT COURT  
CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIS) LTD., ET AL.,

Plaintiffs,

vs.

UNITED HEALTHCARE  
INSURANCE COMPANY, ET AL.,

Defendants.

CASE#: A-19-792978-B

DEPT. XXVII

BEFORE THE HONORABLE NANCY ALLF  
DISTRICT COURT JUDGE  
MONDAY, NOVEMBER 1, 2021

**RECORDER'S TRANSCRIPT OF JURY TRIAL - DAY 5**

APPEARANCES:

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JOSEPH Y. AHMAD, ESQ.  
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For the Defendants:

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COLBY L. BALKENBUSH, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER

1 Las Vegas, Nevada, Monday, November 1, 2021

2  
3 [Case called at 9:26 a.m.]

4 [Outside the presence of the prospective jurors]

5 THE MARSHAL: The Honorable Judge Alf presiding.

6 THE COURT: Thanks everyone. Please be seated.

7 All right. Calling the case of Fremont v. United. Let's take  
8 appearances, starting first with the Plaintiffs.

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

11 MR. ZAVITSANOS: John Zavitsanos on behalf of the  
12 healthcare providers.

13 MR. AHMAD: Joe Ahmad, also on behalf of the healthcare  
14 providers.

15 MR. MCMANIS: Good morning, Your Honor. Jason  
16 McManis on behalf of the healthcare providers.

17 MR. LEYENDECKER: Good morning, Your Honor. Kevin  
18 Leyendecker on behalf of the healthcare providers.

19 THE COURT: Thank you. And for the defense, please?

20 MR. BLALACK: Good morning, Your Honor. Lee Blalack on  
21 behalf of the Defendants.

22 MR. ROBERTS: Good morning, Your Honor. Lee Roberts on  
23 behalf of the Defendants.

24 MR. GORDON: Good morning, Your Honor. Jeff Gordon on  
25 behalf of the Defendants.

1 MR. BALKENBUSH: Good morning, Your Honor. Colby  
2 Balkenbush on behalf of the Defendants.

3 THE COURT: Thank you all. Okay. So are we ready to bring  
4 in the venire?

5 MR. BLALACK: I think we are, Your Honor.

6 MR. BALKENBUSH: Well --

7 MR. ROBERTS: Do you have something else?

8 MR. BALKENBUSH: Your Honor, the defense was hoping  
9 that we could hear its objection to the media requests that were filed last  
10 week before we brought in the venire, if possible. I don't know if Your  
11 Honor has had an opportunity to review that yet, but.

12 THE COURT: I have the law clerk working on it now. So I'd  
13 like to take it up after lunch.

14 MR. BALKENBUSH: Understood. Thank you, Your Honor

15 THE COURT: Thank you.

16 MS. LUNDVALL: And I am certain that your law clerk has  
17 seen this, but we filed a response then, to the media request that came in  
18 this morning, Your Honor.

19 THE COURT: We've been talking about it all morning.

20 MS. LUNDVALL: Thank you very much.

21 THE COURT: Okay.

22 MR. ROBERTS: And Your Honor, there is one item I wanted  
23 to raise with the Court. I don't know how the Court usually deals with it.  
24 I actually have not had this come up. But we did criminal background  
25 checks, and Juror 20, Mr. Leopold, has two convictions, October 19th,

1 1998, a conviction in California for sexual penetration with a foreign  
2 object, and the same day, a conviction for lewdness with a child under  
3 14. And in looking at the statutes, I know that if he had been released  
4 from parole in Nevada, the language would be in his discharge. But  
5 given that this was California, I think there may be a chance that his civil  
6 rights were not restored.

7 THE COURT: Okay.

8 MR. ROBERTS: And I know you have already asked just the  
9 whole venire, but would the Court be willing just to confirm with him or?

10 THE COURT: Let me give the Plaintiff a chance to weigh in.

11 MR. ZAVITSANOS: Yes, Your Honor. So this is the first we  
12 are hearing of this.

13 May I just inquire of counsel, the -- he gave the date of the  
14 first one, and he may have given the date of the second one, maybe I  
15 missed it. What's the date of the --

16 MR. ROBERTS: The same day. October 19th, 1998. So it's  
17 more than --

18 MR. ZAVITSANOS: Okay.

19 MR. ROBERTS: So he's obviously been released from his  
20 parole.

21 MR. ZAVITSANOS: Yeah. So may I have Mr. Kennedy  
22 address the Court, Your Honor?

23 THE COURT: Yes. But if you want a chance to research it,  
24 you know, and we -- and NRS has been amended, but that's for only  
25 convictions in Nevada. It's NRS 21 -- 176A.850 or 213.157.



1 MR. ZAVITSANOS: So Your Honor, we would like a chance  
2 to research it, but Mr. Kennedy does have a criminal background and  
3 so --

4 THE COURT: Okay.

5 MR. ZAVITSANOS: I mean, I don't mean he's a criminal --  
6 well, maybe I do.

7 MR. KENNEDY: I saw something along those lines too, but  
8 without his date of birth or further identifiers, I wouldn't -- I couldn't  
9 confirm whether it was actually him or not.

10 THE COURT: Okay. We have age, but not --

11 MR. KENNEDY: Correct.

12 THE COURT: -- date of birth. Okay. Let's hold that.

13 MR. ROBERTS: Okay.

14 THE COURT: And give them a chance to respond.

15 MR. ROBERTS: Thank you, Your Honor.

16 THE COURT: Was there anything else?

17 MR. ROBERTS: Not from the Defendants, Your Honor.

18 THE COURT: Thank you. So as soon as I see the marshal, I'll  
19 give him the high sign to bring them in.

20 MR. ROBERTS: So did you need us to remove any of our  
21 team from the courtroom? I know we talked about maybe needing to  
22 whittle down the teams.

23 THE COURT: So it looks like there are 17. There are four of  
24 us here. Yeah.

25 MR. ROBERTS: That would put us over. That's --

1 THE COURT: It will. Especially when the marshal gets in the  
2 room. And we need to have the 24 in the box. I think we have one extra  
3 juror still as well?

4 (Pause)

5 THE CLERK: Can I please have everyone on BlueJeans mute  
6 yourself?

7 (Pause)

8 THE COURT: And to let you guys all know, I met Friday -- or  
9 Thursday with court security, the head of security. I have since talked to  
10 the public information officer. She has instructed the press not to film  
11 any jurors, any venire. You know, she's been back in touch with me.  
12 She has been very firm with them. But they aren't allowed to tape in the  
13 hallway, and she has provided them with a set of media rules.

14 (Pause)

15 THE COURT: Okay. I just gave the high sign to the marshal.

16 THE MARSHAL: All rise for the jury.

17 [Prospective jurors in at 9:35 a.m.]

18 THE COURT: Very good. Mr. Leopold, can you give us your  
19 date of birth?

20 PROSPECTIVE JUROR 20: July 21, 1961. By the way, good  
21 morning, Your Honor.

22 THE COURT: Good morning. All right.

23 THE COURT: Thank you. Please be seated. Good morning  
24 everyone.

25 IN UNISON: Good morning.

1 THE COURT: It's Monday. I hope you all had a nice long  
2 weekend. And Mr. Roberts, when you're ready.

3 Just to let everyone know, I gave you the update about  
4 meeting with court security and the two -- the top three court security.  
5 There is a media request. If you're selected to be on the jury, there is a  
6 plan and a way to safely escort you outside of the presence of the media  
7 at the end of the trial. In the meantime, I have spoken to the court's  
8 public information officer. She has notified the media that you may not  
9 be taped or photographed in this building. They know that no taping is  
10 allowed in the hallway. And she also sent them a copy of our media  
11 rules, which she has let them know that they will be strictly enforced in  
12 the event you are selected for the jury.

13 And Mr. Roberts?

14 MR. ROBERTS: Thank you, Your Honor. Good morning,  
15 everyone.

16 IN UNISON: Good morning.

17 MR. ROBERTS: I hope everyone had a nice long weekend. I  
18 need to reorient myself to the box. Everyone is seated a little different  
19 today. That's Herzog at the end, right? Okay.

20 So let me ask you this before we get started. We've got five  
21 insurance companies and claims administrators that I am representing;  
22 UnitedHealthcare Insurance Company, Services, UMR, HPN, and Sierra.  
23 Has anyone thought of a negative experience over the weekend that they  
24 didn't tell me about last week with one of my clients? Great.

25 Let's talk about corporations first thing this morning. Who

1 here, by show of hands, thinks that corporations should be policed and  
2 regulated more by the government than they are now? Does anyone  
3 feel that way? Does anyone feel that corporations by their nature tend to  
4 put profits over safety?

5 Okay. Let's start with you Ms. Landau, right, badge 283?

6 PROSPECTIVE JUROR 283: Yes. I just feel like corporations  
7 are worried -- more worried about their profits than usually, like, who  
8 they represent.

9 MR. ROBERTS: Do you think that as a general matter, more  
10 likely than not, more corporations would lie if they could make more  
11 money by lying?

12 PROSPECTIVE JUROR 283: Yeah.

13 MR. ROBERTS: You think that that's more common in a  
14 corporation than with an individual?

15 PROSPECTIVE JUROR 283: Well, I think so, yes.

16 MR. ROBERTS: Why do you think that?

17 PROSPECTIVE JUROR 283: I think corporations have more  
18 power than individual and I think they recognize that.

19 MR. ROBERTS: Thank you so much.

20 PROSPECTIVE JUROR 283: Uh-huh.

21 MR. ROBERTS: Okay. Next hand, I believe -- okay, Mr.  
22 Walker, badge number?

23 PROSPECTIVE JUROR 450: 450.

24 MR. ROBERTS: Great. What about with you? What makes  
25 you feel that way?

1 PROSPECTIVE JUROR 450: From my experience working -- I  
2 did work for a corporation. It seemed like they did value more of the  
3 money more. They were more about profits than they were about the  
4 individual.

5 MR. ZAVITSANOS: Your Honor -- I'm sorry, Your Honor. Is  
6 the microphone on, Your Honor?

7 THE COURT: May I ask you to speak up?

8 MR. ROBERTS: It is on.

9 PROSPECTIVE JUROR 450: So can you hear me?

10 MR. ROBERTS: Yes, if you hold it close. That's fine.

11 MR. ZAVITSANOS: Thanks. And my apologies for the  
12 interruption.

13 MR. ROBERTS: And so that was based on your own personal  
14 experience?

15 PROSPECTIVE JUROR 450: Yes.

16 MR. ROBERTS: And you work for the DMV now; is that  
17 correct?

18 PROSPECTIVE JUROR 450: Yes.

19 MR. ROBERTS: And do you find that that is -- you don't see  
20 that as much in a government-run organization?

21 PROSPECTIVE JUROR 450: No.

22 MR. ROBERTS: Okay. With your employment with the DMV,  
23 are you a member of the State Employees Benefits Plan?

24 PROSPECTIVE JUROR 450: Yes.

25 MR. ROBERTS: Yes. And do you know if you have United

1 Insurance? I didn't catch that.

2 PROSPECTIVE JUROR 450: I don't.

3 MR. ROBERTS: You don't. Do you have a PPO or an HMO?

4 PROSPECTIVE JUROR 450: A PPO.

5 MR. ROBERTS: Okay. And are you generally pleased with  
6 the way your PPO has worked?

7 PROSPECTIVE JUROR 450: Yeah.

8 MR. ROBERTS: Yes. Okay.

9 PROSPECTIVE JUROR 450: Yeah.

10 MR. ROBERTS: Thank you so much, Mr. Walker.

11 PROSPECTIVE JUROR 450: Thank you.

12 MR. ROBERTS: All right. Mr. Zabinski?

13 PROSPECTIVE JUROR 494: Yes, 494.

14 MR. ROBERTS: Did the 49ers win over the weekend?

15 PROSPECTIVE JUROR 494: They did. They beat the Bears.

16 MR. ZAVITSANOS: Is that a dig at me?

17 PROSPECTIVE JUROR 494: Yeah, so corporations, you just  
18 have to look at history. Tobacco companies, car manufacturers, when  
19 they look at safety in cars, a lot of times they determine which is more  
20 expensive, the cost to make repairs that would stabilize or is it more  
21 costly to fight it in court. And that's how they make decisions, so.  
22 Tobacco companies, the same thing. So it's -- you just have to -- just  
23 look at the history and there's your answer.

24 MR. ROBERTS: Do you think all corporations do that?

25 PROSPECTIVE JUROR 494: No, not --

1 MR. ROBERTS: Or do you think there are just good ones and  
2 bad ones?

3 PROSPECTIVE JUROR 494: Oh, yeah. It's like individuals.  
4 There's good and bad, so it's not -- I'm not saying all corporations put  
5 profits over people or safety, but there are -- there is a history of it.

6 MR. ROBERTS: Well, to the extent that happens, what  
7 should we as a society do about that, regulate them more, punish them  
8 more? What should we do?

9 PROSPECTIVE JUROR 494 : Well, there are laws -- there are  
10 laws in place so I'm not in favor of more regulation. I think kind of the  
11 way it is is a fair system. But to answer your question, corporations do  
12 and have put profits ahead of people on safety.

13 MR. ROBERTS: Thank you, Mr. Zabinski. And Ms. Friedrich,  
14 you had your hand up too?

15 PROSPECTIVE JUROR 522: Yes, 522. Yes. In my 40-year  
16 career, I have only worked for hospitals that were owned by corporations  
17 which did put, sometimes, a damper on things that we could do, or we  
18 could not do. It was corporate policy. It was corporate rules. So the  
19 things we didn't get that we needed for patients or -- you know, things  
20 that patients didn't get because it wasn't covered under the corporate  
21 policy. So I agree, there are good and there are bad corporations. But  
22 on the whole, I do think that they would put profit ahead of the people.

23 MR. ROBERTS: Would you consider the hospitals that you  
24 worked at good corporations or bad corporations as a whole?

25 PROSPECTIVE JUROR 552: I'd say some were bad, some

1 were good. I've -- I worked for five corporations in my 40 years, so some  
2 we had the things that we needed, and some we didn't. So it was just a  
3 matter of who I was with at the time.

4 MR. ROBERTS: What about you, do you think most  
5 corporations would like if they could get more money by lying?

6 PROSPECTIVE JUROR 522: Yes.

7 MR. ROBERTS: Thank you, ma'am. Let's go to the next row,  
8 and --

9 PROSPECTIVE JUROR 038: 038, 038. There's always some  
10 corporations, some corporations will be more concerned about money  
11 than the families that are served.

12 MR. ROBERTS: And do you think that's most corporations?

13 PROSPECTIVE JUROR 038: I would say half.

14 MR. ROBERTS: Okay. Do you have a feeling about how we  
15 could make that better as a society?

16 PROSPECTIVE JUROR 038: Maybe trying to regulate it.

17 MR. ROBERTS: What about the question about lying? Do  
18 you think most corporations would lie to get more money?

19 PROSPECTIVE JUROR 038: I can't answer that.

20 MR. ROBERTS: Okay. Do you think there's a difference  
21 between corporations and individuals when it comes to that?

22 PROSPECTIVE JUROR 038: Well, yes. There's -- both of the  
23 power [indiscernible].

24 MR. ROBERTS: Thank you. Thank you, Mr. Torres. Mr.  
25 Nesci?



1 PROSPECTIVE JUROR 593: 593. Well, before last Monday,  
2 when I was allowed to watch the news --

3 MR. ROBERTS: The news?

4 PROSPECTIVE JUROR 593: You could see in current events  
5 with Facebook. They're accused now of choosing profits over safety  
6 especially for teenage children. And in my own life, I've been here a  
7 while. My whole family worked in the casinos in the '70s, when it was  
8 alleged mob-owned, in particular, Stardust Hotel. It was a great place. It  
9 was pro labor.

10 Steve Wynn came in -- I won't waste the Court's time. But  
11 Steve Wynn came in, public ownership, public offerings, Wall Street.  
12 Total atmosphere changed. It went from labor first to money first, and  
13 we -- my whole family has witnessed it.

14 MR. ROBERTS: And do you think that's the way it currently  
15 is on the Strip?

16 PROSPECTIVE JUROR 593: Oh, definitely. Most definitely.  
17 Most definitely. Yes. Most definitely.

18 MR. ROBERTS: Any locally owned casinos that might be  
19 different? What do you think about that?

20 PROSPECTIVE JUROR 593: I do not. Basically casinos, as  
21 soon as they get a slow day, okay, you need to go home. It's profit. It's  
22 profit. The bottom line, that's what they're concerned with. Are there  
23 good corporations? I think there may be some good corporate citizens,  
24 but fewer and fewer in my opinion.

25 MR. ROBERTS: What do you think we should do about that?

1 PROSPECTIVE JUROR 593: I think we should enforce  
2 regulation. Not --

3 MR. ROBERTS: Not more, just enforce it.

4 PROSPECTIVE JUROR 593: I don't believe it's enforced  
5 properly or adopted. There's just too much of a backlog. And there's  
6 too many non-good corporate citizens.

7 MR. ROBERTS: And how do we enforce regulations? Do we  
8 fine people? Do we punish people? What do we do?

9 PROSPECTIVE JUROR 593: Well, what were you talking  
10 about last week, punitive damages would help if it would help to coerce  
11 them to discontinue their bad behavior, yeah. What's the bottom line?  
12 My opinion, it's money. So how do you hit them? How do you correct  
13 their behavior? By fining them, money.

14 MR. ROBERTS: What about the lying question?

15 PROSPECTIVE JUROR 593: Oh definitely.

16 MR. ROBERTS: Would you think that a -- someone speaking  
17 for a corporation would be less likely to tell the truth than an individual?

18 PROSPECTIVE JUROR 593: Some -- no, someone's -- an  
19 individual speaking for a corporation or the corporation itself?

20 MR. ROBERTS: Well, how does a corporation speak other  
21 than through individuals?

22 PROSPECTIVE JUROR 593: Well, well in the case of  
23 Facebook, not just one person is deciding those actions. Well, maybe it  
24 was. I don't know. I'm not involved in it behind the scenes. Maybe it  
25 wasn't. It was a board of directors, I would imagine, who would make

1 that decision.

2 MR. ROBERTS: Thanks, Mr. Nesci.

3 PROSPECTIVE JUROR 593: You're welcome.

4 MR. ROBERTS: Appreciate it.

5 PROSPECTIVE JUROR 593: You're welcome.

6 MR. ROBERTS: Okay. And Mr. Rucker.

7 PROSPECTIVE JUROR 561: 561. I've lived in -- I've seen it.

8 You know, I've seen it firsthand. And this was like way back before the  
9 whistleblower type deal because nobody wanted to be a whistleblower  
10 back then of course, you lost your job. That's it. You know. As far as  
11 corporations lying? Of course. Do they all lie? No.

12 But we have to understand what -- when a corporation or  
13 individuals, whatever, believes its own reality, what they believe is true  
14 is their reality. What I believe is true is my reality. And that's where the  
15 problem comes in. I do agree with him when he said it needs to be  
16 enforced. You know, it's simple enforcement and what enforcement is,  
17 like he told you, is money. That's what it's about. It makes the world go  
18 round.

19 MR. ROBERTS: Now, Mr. Rucker, when you said that you  
20 knew from personal experience, are these corporations you've worked  
21 for?

22 PROSPECTIVE JUROR 564: Yes.

23 MR. ROBERTS: Have some been worse than others, or are  
24 they all bad?

25 PROSPECTIVE JUROR 564: No, it was only a couple of them.

1 They -- one wasn't so bad, and one was just -- it was really bad. Yeah.

2 MR. ROBERTS: Thanks, Mr. Rucker. Do we have any other  
3 hands? Let's see. Okay. All right. You're Mr. Meyer?

4 PROSPECTIVE JUROR 532: 532. I might be a little off on this,  
5 but, you know, a corporation could be a closely held corporation. Then  
6 you could have a stock corporation. It could be stockholders making  
7 decisions. Also, stock corporations are -- their records are publicly  
8 known so anybody can look up financially what they're doing. Closer to  
9 the helm, you've got the family, or maybe a sole proprietor. They make  
10 the calls. So there's a difference there maybe as far as safety.

11 As far as lying, I'm sure that there is some lying that goes on,  
12 but I think a lot of it is maybe some things are just not disclosed,  
13 preferably. It may be a lie in of that but they kind of look at it that they  
14 don't have to disclose this, so we won't do that.

15 MR. ROBERTS: More of a sin of omission, might be more  
16 complicated?

17 PROSPECTIVE JUROR 532: Yes.

18 MR. ROBERTS: Yes.

19 PROSPECTIVE JUROR 532: Right.

20 MR. ROBERTS: Now, you mentioned corporate --  
21 corporations can be closely held or publicly traded. Do you think one is  
22 a bigger problem than the other when it comes to profits over safety?

23 PROSPECTIVE JUROR 532: Well, with profits, you've got  
24 your stockholders you have to satisfy. Obviously if your dividends go  
25 down, stockholders are not going to be happy.

1 MR. ROBERTS: Yes.

2 PROSPECTIVE JUROR 532: So that's a big point of it right  
3 there.

4 MR. ROBERTS: Do you think companies have an obligation  
5 to their stockholders to maximize profits?

6 PROSPECTIVE JUROR 532: I think they do, yes.

7 MR. ROBERTS: How do you balance that?

8 PROSPECTIVE JUROR 532: Well, obviously the stockholders  
9 want profits but yet they don't want the company to you know, obviously  
10 deteriorate by finding out there's a lawsuit against them because of a  
11 safety hazard that they just didn't disclose or things like that because that  
12 obviously is going to destroy the company and there goes your profits.

13 MR. ROBERTS: Right. Putting profits --

14 PROSPECTIVE JUROR 532: But there's a balancing act there I  
15 guess, yes.

16 MR. ROBERTS: I understand. You're saying putting profits  
17 over safety may look good in the short term but the long term, it may not  
18 pay.

19 PROSPECTIVE JUROR 532: Right. Exactly.

20 MR. ROBERTS: And do you think corporations are aware of  
21 that?

22 PROSPECTIVE JUROR 532: I believe they do.

23 MR. ROBERTS: Okay. Thank you, Mr. Meyer. Appreciate it.  
24 Saw a hand right here.

25 PROSPECTIVE JUROR 095: 095.

1 MR. ROBERTS: Ms. Wilson.

2 PROSPECTIVE JUROR 095: So I think corporations; there are  
3 some good and some bad. I worked in the baking industry my whole  
4 life. Obviously except for one, was held by a major -- it's a major bank.  
5 So what I see in my industry is highly regulated. The punishment is  
6 almost always, when they're not doing the right thing, is a money  
7 punishment, and either by loss of customers, by fines from the  
8 government, right? So it's highly regulated.

9 In my opinion, there are some things it has made that good.  
10 So we can look at the mortgage crisis and understand that there was  
11 some regulation and penalties that needed to be done. There's other  
12 times when some other regulations, as somebody that works for the  
13 company, sometimes feel a little burdensome. But I also understand that  
14 they need more than.

15 But I think saying a blanket, that all corporations are bad, I  
16 don't think that that's true. I think that you can have bigger corporations  
17 like that that are good corporate citizens, and they do the right thing.  
18 And still make a profit for their stockholders.

19 MR. ROBERTS: Do you think regulations are a little too  
20 burdensome right now, or do you think it's a nice balance that we  
21 currently have?

22 PROSPECTIVE JUROR 095: In the financial industry?

23 MR. ROBERTS: Yes.

24 PROSPECTIVE JUROR 095: I believe that they're probably  
25 just right, right now. Like I don't think we need more because there is

1 some discussion about how they are right now. Yeah.

2 MR. ROBERTS: Thank you, Ms. Wilson.

3 PROSPECTIVE JUROR 095: You're welcome.

4 MR. ROBERTS: Did I see any other hands up here? I don't  
5 think I did.

6 Okay. So everyone who just commented about corporations  
7 putting profits over safety, let's talk about the health insurance industry  
8 in particular. Do you think corporations that are involved in the health  
9 insurance industry are just as bad as other corporations? Anyone think  
10 that? Anyone think they're better? Okay. So that means everyone that  
11 thinks they are all about the same, right? Mr. Nesci?

12 PROSPECTIVE JUROR 593: I just want to say I believe they're  
13 like all other corporations. They're motivated by profit. Simple.

14 MR. ROBERTS: Thank you.

15 PROSPECTIVE JUROR 593: You're welcome.

16 MR. ROBERTS: Let's see. Can you pass the mic up for me?  
17 Let's see. I'm going to go right up here to Ms. Wynn. I had a follow up  
18 question for you. I -- did I hear correctly that you worked or have worked  
19 for Southwest Medical Associates?

20 PROSPECTIVE JUROR 254: Me?

21 MR. ROBERTS: Yes.

22 PROSPECTIVE JUROR 254: NO.

23 MR. ROBERTS: Okay. I had my notes messed up. Does  
24 anyone here work for Southwest Medical Associates, at any time?

25 PROSPECTIVE JUROR 254: What last name did you say?

1 MR. ROBERTS: Oh. I said Ms. Wynn.

2 PROSPECTIVE JUROR 254: There are two black women.

3 MR. ROBERTS: My mistake. Okay, very good. Ms. Wynn?

4 PROSPECTIVE JUROR 254: I worked for Southwest Medical  
5 back in the 90s, and I currently work for Southern Hills now.

6 MR. ROBERTS: Okay. Now currently, did you know that  
7 Southwest Medical Associates is an affiliate of Sierra?

8 PROSPECTIVE JUROR 254: Yes.

9 MR. ROBERTS: Okay. Were they affiliated with Sierra at the  
10 time you worked there?

11 PROSPECTIVE JUROR 254: I believe so.

12 MR. ROBERTS: Okay. How does your experience with an  
13 affiliate of my clients -- how does that make you feel about being on the  
14 jury?

15 PROSPECTIVE JUROR 254: I've had a good experience from  
16 both sides. So when I was with Southwest and I had HPN, I had the  
17 HMO plan. And I just learned that the doctor that I had, I just had to let  
18 them know when something was going on, if I needed a referral. It  
19 didn't take long to get. So I didn't -- I've never had a PPO plan, and I've  
20 always had HMOs. So if I needed something I just knew I had to speak to  
21 -- not wait until anything I had got bad and I seemed to have whatever I  
22 needed done. So I've had a good experience.

23 I've had a Health Plan Nevada for I want to say almost since  
24 1996, whenever it was offered. And it was an HMO plan, so I haven't  
25 dealt with any PPO plan, and it wouldn't sway me to go from one side



1 more than the other, so.

2 MR. ROBERTS: And when you say you had a good  
3 experience with both sides?

4 PROSPECTIVE JUROR 254: Meaning where I worked at, I  
5 was an employee for Southwest Medical. I was getting my treatment  
6 through Southwest Medical doctors and my insurance was through HPN.  
7 And I have no -- I haven't had any bad experience.

8 MR. ROBERTS: Have you had any bad experience in your  
9 current plan?

10 PROSPECTIVE JUROR 254: No. And I'm in the process of  
11 getting a new insurance plan now. So I have to -- so back then -- I looked  
12 over and the HMO plan that was being offered seemed to have what I  
13 need, so. I just know I've learned in my life to just speak up if I'm having  
14 a medical condition; don't wait until the last minute and I might need  
15 something that they don't cover.

16 And I've also been an outpatient or outpatient rep where you  
17 had to verify patient insurance, go over the plan. I've learned to look at  
18 the plan, not just say I have insurance and think I'm covered for  
19 everything because that's part of the issue some people have when they  
20 need something. It isn't covered. And then or its covered, 60-40 and  
21 they can't afford it. Then that's when they get upset a little bit more  
22 because now they're being told they have to pay this to have this done.

23 So it -- I don't have -- I can't say I've had a bad experience  
24 and I hope I don't ever have one. And even working for the affiliates, I  
25 follow the rules, so, and I feel everyone should follow the rules. So there

1 are times when people would do whatever they need to do to get things  
2 done. So like I said, it's fine.

3 MR. ROBERTS: So is part of your current job to look at  
4 policies of insurance and determine what's covered and what isn't?

5 PROSPECTIVE JUROR 254: I'm a healthcare unit coordinator  
6 so I'm on one unit. I just check patients in and send them to their room  
7 that the unit tells me to send them to. If they're there to be checked, they  
8 go to a triage room. If they need to be admitted, they get admitted to  
9 that room. I'm on the maternity ward so I deal with pregnant women all  
10 -- I was going to say pregnant patients, I will say that. So that's all I can  
11 say right now at this time.

12 MR. ROBERTS: Very good. With your employment in the  
13 medical field --

14 PROSPECTIVE JUROR 254: Yes.

15 MR. ROBERTS: Do you ever hear discussions at work about  
16 reimbursement for services rendered?

17 PROSPECTIVE JUROR 254: No, but what I do hear, is where  
18 a lot of people think if you hear MD, they make a lot of money. And  
19 that's all that they assume, but then there's things that they have to do  
20 as a doctor, things that they have to have to cover themselves as a doctor  
21 and nurse practitioners and the nurses. So everyone has to follow, and I  
22 guess I've heard -- I didn't hear about reimbursement or everything. I  
23 don't really pay attention to that if they're talking about it.

24 But from where I sit, I barely can hear it at the -- with my  
25 previous employer, because I was sitting outside at the front, not where

1 they're at the desk talking but I have heard with some doctors, that's why  
2 they're leaving because of what they have to pay to stay in Nevada, that  
3 they have to pay to cover themselves. And I feel like it hurts patients  
4 when we lose them, but some of them say they have to do what they got  
5 to do to cover themselves and their families also.

6 And insurance wise, you just got to pay attention to what you  
7 select and if it's not the one, you might have to pay a little bit more to get  
8 the one that you can. I can only say I've only had HMO all my life and  
9 I've been fine with that.

10 MR. ROBERTS: Thank you, ma'am.

11 PROSPECTIVE JUROR 254: You're welcome.

12 MR. ROBERTS: You said you disagreed that, you know, with  
13 people who -- some folks who might think that doctors are overpaid?

14 PROSPECTIVE JUROR 254: Well, I disagree with some  
15 people think that the person being the doctor, they immediately make  
16 tons of money; they have enough. But they also have things that they  
17 have to take care of that some people don't know about.

18 MR. ROBERTS: Do you think they're severely underpaid  
19 given all those things people don't know about?

20 PROSPECTIVE JUROR 254: I don't know about them being  
21 underpaid, but a lot of people just hear MD, and think money because  
22 that's all that they have enough of all the time. I don't know their  
23 expenses. I don't know what they go through but and I believe they  
24 should have insurance like we pay for our insurance. I guess they pay  
25 for theirs. I don't know. But I've heard it even from nurses. Nurses go

1 through it, where they think the nurses make enough money. But it's  
2 also what they have to take care of outside of just doing their job there.

3 MR. ROBERTS: Thank you so much, Ms. Wynn. So is there  
4 anyone who would disagree with the fact that doctors are very important  
5 in the community? And the emergency room doctors in particular,  
6 would everyone agree that they're of critical importance to the  
7 community? Implied in how important they are, does anyone feel that  
8 they're not just not overpaid but that they're way underpaid?

9 Everyone agree with Ms. Wynn that they're probably about  
10 right based on what you believe?

11 I'm going to have to start calling on people individually soon.  
12 Hopefully -- oh yes.

13 PROSPECTIVE JUROR 014: 014.

14 MR. ZAVITSANOS: Sorry, what number?

15 PROSPECTIVE JUROR 014: 014.

16 MR. ZAVITSANOS: Thank you.

17 PROSPECTIVE JUROR 014: Just so you have an answer out  
18 there. I don't know that I have enough information on doctors' pay rate  
19 and what they pay out for their malpractice insurance and all that to  
20 really have an opinion on that. That's where I stand on it now. I don't  
21 know what doctors get paid. I don't know what they -- I don't know.

22 MR. ROBERTS: So you just really have no opinion  
23 whatsoever.

24 PROSPECTIVE JUROR 014: Yeah, no opinion at all. In that  
25 field, like most people don't have a very good idea of what the doctors

1 and nurses deal with in the end.

2 MR. ROBERTS: All right. If I promise not to ask any follow-  
3 up questions, give me a show of hands, who agrees with Ms. Forrester  
4 that you don't know enough to know whether they're overpaid or  
5 underpaid? Okay. I keep my promise. I got a lot more hands that time.

6 Is anyone here unfamiliar with how health insurance works?  
7 Can we pass the microphone to Ms. Dudley? Is that right?

8 PROSPECTIVE JUROR 224: Yes.

9 MR. ROBERTS: God this seating arrangement has me all  
10 messed up. So tell me about that.

11 PROSPECTIVE JUROR 224: So --

12 THE CLERK: Badge number please?

13 PROSPECTIVE JUROR 224: 224. Kelsey Dudley. As far as  
14 health insurance goes, when I was younger, I had health insurance, but I  
15 never saw medical doctors. My father's a chiropractor and we went the  
16 natural path which was wonderful. I always had unexplainable health  
17 issues that I'm becoming more aware of. And so I know I applied for  
18 Medicaid and could not get it due to income. So at this point in time I  
19 only have [indiscernible]. So -- and that's for an emergency, so when it  
20 comes to emergency doctors, I -- and accidents, in the beginning of  
21 things I can see how important chiropractors are, spiritually, and then  
22 how important medical doctors are, so that's just -- that's the best  
23 explanation I suppose I can give.

24 And in regards to health insurance, I know that when you are  
25 in a fearful state and don't know what's going on with your body that

1 you will -- you will go to the emergency room without -- or at least in my  
2 experience, looking or having a full understanding about out-of-network,  
3 in-network, or even having health insurance, you just want to get  
4 answers for once in your life, perhaps. And so I'm sure I'll pay for that  
5 and happily will do so. But my view of health insurance is probably  
6 more energetic now, in a sense, and not so much insurance and profit,  
7 and would just [indiscernible - coughing in the background].

8 MR. ROBERTS: Do you think just going to the doctor without  
9 really figuring out the financial consequences are more common with an  
10 emergency room visit than going to see other doctors?

11 PROSPECTIVE JUROR 224: In my experience, I more so want  
12 to just get my body working and wanted to -- once I felt that I would be  
13 able to do so, then I was going to, you know, be able to financially meet  
14 those costs inevitably.

15 MR. ROBERTS: So you brought up again that your father is a  
16 chiropractor?

17 PROSPECTIVE JUROR 224: Yes, sir.

18 MR. ROBERTS: Do I remember correctly that he had a lot of  
19 problems and disputes with insurance companies and attorneys?

20 PROSPECTIVE JUROR 224: Yes, he did.

21 MR. ROBERTS: Okay. And in this case where, you know,  
22 we've got a bunch of attorneys in the room and we have insurance  
23 companies in the room, do you think that the experiences that your  
24 father had with insurance companies might come to mind as you're  
25 deciding the facts of this case and listening to the evidence in this case?

1 PROSPECTIVE JUROR 224: That would be an emotional  
2 reaction. Logically, we shouldn't generalize any group, whether it be  
3 insurance, or a doctor, or a corporation. So I would choose from logic  
4 over emotionality in that regard.

5 MR. ROBERTS: Okay. Do you think you might have that  
6 emotional response?

7 PROSPECTIVE JUROR 224: I'm human.

8 MR. ROBERTS: Right.

9 PROSPECTIVE JUROR 224: So -- but I would still choose to  
10 look at the facts to the best of my ability.

11 MR. ROBERTS: So even though some of those memories  
12 might come up and you might have an emotional response, you believe  
13 you can set that response --

14 PROSPECTIVE JUROR 224: I --

15 MR. ROBERTS: -- aside?

16 PROSPECTIVE JUROR 224: -- I welcome those emotional  
17 responses, but also wanting to just sit back and think deeper, a deeper  
18 inquiry and --

19 MR. ROBERTS: As an -- okay.

20 PROSPECTIVE JUROR 224: -- it might just take to myself  
21 more time to look at the facts, but that's something I'm -- I feel is  
22 imperative to do as an individual on each individual.

23 MR. ROBERTS: Thank you. And you understand why I  
24 would ask that, though, right?

25 PROSPECTIVE JUROR 224: Yes.

1 MR. ROBERTS: I'm representing an insurance company --

2 PROSPECTIVE JUROR 224: Absolutely. Yes.

3 MR. ROBERTS: -- in a dispute with providers.

4 PROSPECTIVE JUROR 224: Yes.

5 MR. ROBERTS: Okay.

6 PROSPECTIVE JUROR 224: You might be that one in a

7 million perfect attorneys who's out for the good, the higher good.

8 MR. ROBERTS: Thank you.

9 PROSPECTIVE JUROR 224: So --

10 MR. ROBERTS: And your mind is open to that. That's --

11 PROSPECTIVE JUROR 224: That's [indiscernible].

12 MR. ROBERTS: Thank you so much. So who thinks that

13 unethical practices among health insurance companies has been

14 increasing over the last ten years? No follow-up question, just hands.

15 About the same?

16 PROSPECTIVE JUROR 074: What was the question again?

17 MR. ROBERTS: Do any of you believe that unethical

18 practices among health insurance companies are increasing over the last

19 ten years, that it's getting worse? Do people feel like they don't have

20 enough information to know that? Yes?

21 PROSPECTIVE JUROR 074: Yes.

22 MR. ROBERTS: Is that where most people are?

23 PROSPECTIVE JUROR 074: Right.

24 MR. ROBERTS: Let's pass the mic back to Ms. Gonzaga.

25 Let's go through it here. So Ms. Gonzaga?



1 PROSPECTIVE JUROR 074: 074.

2 MR. ROBERTS: Thank you. Do you currently work for the  
3 Las Vegas Water District?

4 PROSPECTIVE JUROR 074: I do.

5 MR. ROBERTS: Okay. What were your prior jobs? Did you  
6 work at any other place before you went to the Water District?

7 PROSPECTIVE JUROR 074: Yes. I worked at MGM Resorts  
8 for their corporate office.

9 MR. ROBERTS: And what years was that?

10 PROSPECTIVE JUROR 074: 2010 to 2015.

11 MR. ROBERTS: Thank you. And do you have a higher  
12 degree of education?

13 PROSPECTIVE JUROR 074: Yes. I have my master's degree.

14 MR. ROBERTS: Yes, and I saw that on your form. What  
15 subject is that in? What was your specialty?

16 PROSPECTIVE JUROR 074: Business administration.

17 MR. ROBERTS: And when you were with MGM, do you  
18 recall if you had a health plan administered by one of my clients?

19 PROSPECTIVE JUROR 074: I don't remember.

20 MR. ROBERTS: Okay. Just in general, did you have any  
21 problems with your health plan getting legitimate claims paid?

22 PROSPECTIVE JUROR 074: No.

23 MR. ROBERTS: Do you think most people have problems  
24 collecting on legitimate claims from their insurance?

25 PROSPECTIVE JUROR 074: No.

1 MR. ROBERTS: Do you have any preexisting beliefs, one  
2 way or another, whether providers are reimbursed fairly?

3 PROSPECTIVE JUROR 074: I do not have an opinion on it.

4 MR. ROBERTS: Okay. Don't know enough?

5 PROSPECTIVE JUROR 074: I don't know enough.

6 MR. ROBERTS: Okay. Great. Thank you. Thank you Ms.  
7 Gonzaga. Let's pass to Ms. Springberg.

8 PROSPECTIVE JUROR 141: 141,

9 MR. ROBERTS: Okay. Ms. Springberg, did you previously  
10 work for a law firm?

11 PROSPECTIVE JUROR 141: Yes.

12 MR. ROBERTS: And you work for Clark County?

13 PROSPECTIVE JUROR 141: Yes, for the courts.

14 MR. ROBERTS: Okay. And do I recall that you know one of  
15 the attorneys for the Plaintiffs from your prior legal experience?

16 PROSPECTIVE JUROR 141: I do. I know a lot of people down  
17 here, plus staff, yes.

18 MR. ROBERTS: And I think the judge already asked you this,  
19 but your experience with the Plaintiff's attorney that you know in this  
20 case, how long did you work with her?

21 PROSPECTIVE JUROR 141: I observed her in court on  
22 multiple occasions, in -- yeah, in multiple cases.

23 MR. ROBERTS: And so your knowledge of her comes from  
24 your work as a JA? Your reports?

25 PROSPECTIVE JUROR 141: Yes.

1 MR. ROBERTS: And did you know when you were in private  
2 practice for a law firm?

3 PROSPECTIVE JUROR 141: I did not, no.

4 MR. ROBERTS: Okay. And that's not going to hurt my client,  
5 the fact that you know one of the Plaintiff lawyers?

6 PROSPECTIVE JUROR 141: No.

7 MR. ROBERTS: Okay. Thank you. Thank you very much.  
8 What about Ms. Landau?

9 PROSPECTIVE JUROR 283: 283.

10 MR. ROBERTS: And as I recall, you work for Whole -- you  
11 work for Whole Foods?

12 PROSPECTIVE JUROR 283: Yeah.

13 MR. ROBERTS: Did I see that you're also a student?

14 PROSPECTIVE JUROR 283: Yes.

15 MR. ROBERTS: Where do you -- are you currently going to  
16 school?

17 PROSPECTIVE JUROR 283: Well, I was in school for nursing,  
18 but I decided I didn't like it, so now I'm looking at other schools to do like  
19 esthetician stuff.

20 MR. ROBERTS: Okay. Are you currently attending classes  
21 anywhere?

22 PROSPECTIVE JUROR 283: No, not right now, so --

23 MR. ROBERTS: And you have been to emergency rooms that  
24 were staffed by the Plaintiffs?

25 PROSPECTIVE JUROR 283: Yes.

1 MR. ROBERTS: And your experiences there, are they going  
2 to cause you to favor them in this lawsuit in any way?

3 PROSPECTIVE JUROR 283: No.

4 MR. ROBERTS: No?

5 PROSPECTIVE JUROR 283: No.

6 MR. ROBERTS: Could you be fair and impartial?

7 PROSPECTIVE JUROR 283: Yes.

8 MR. ROBERTS: What about you; do you think it's difficult to  
9 collect from a health insurance company on a legitimate claim?

10 PROSPECTIVE JUROR 283: I don't know enough about that,  
11 so I don't have an opinion.

12 MR. ROBERTS: Do you have any preexisting beliefs about  
13 reimbursement rates and whether they're fairly set?

14 PROSPECTIVE JUROR 283: No.

15 MR. ROBERTS: Thank you.

16 PROSPECTIVE JUROR 283: Uh-huh.

17 MR. ROBERTS: You could pass it to Mr. Walker.

18 PROSPECTIVE JUROR 450: 450.

19 MR. ROBERTS: What about you, Mr. Walker, do you think it's  
20 tough to collect on legitimate insurance claims?

21 PROSPECTIVE JUROR 450: I don't have enough knowledge  
22 to know about that.

23 MR. ROBERTS: Have you personally ever had any problem  
24 collecting on what you felt was a legitimate claim?

25 PROSPECTIVE JUROR 450: I don't think so because I've

1 never had to respond [indiscernible].

2 THE COURT: Mr. Walker --

3 PROSPECTIVE JUROR 450: I'm sorry.

4 THE COURT: -- can I ask you to speak up?

5 PROSPECTIVE JUROR 450: I'm sorry.

6 THE COURT: Thank you.

7 PROSPECTIVE JUROR 450: I don't think I've ever had to  
8 respond to anything.

9 MR. ROBERTS: And I see you had some college, correct?

10 PROSPECTIVE JUROR 450: Yes.

11 MR. ROBERTS: What did you -- declare a major or just take  
12 general courses?

13 PROSPECTIVE JUROR 450: Just did general study.

14 MR. ROBERTS: What was your favorite subject when you  
15 were in school?

16 PROSPECTIVE JUROR 450: Science was one and civil  
17 literature.

18 MR. ROBERTS: Thank you. Mr. Zabinski?

19 PROSPECTIVE JUROR 494: 494.

20 MR. ROBERTS: Both of your parents are registered nurses in  
21 northern California, right?

22 PROSPECTIVE JUROR 494: Yes. My dad's retired.

23 MR. ROBERTS: Your dad's retired. Did you ever discuss  
24 reimbursement with them?

25 PROSPECTIVE JUROR 494: [No audible response]

1 MR. ROBERTS: Did you ever form any beliefs about whether  
2 healthcare providers as a whole were underpaid or overpaid or just  
3 didn't come up?

4 PROSPECTIVE JUROR 494: They felt nurses are underpaid,  
5 but nothing as far as insurance, dealing with that, if it's --

6 MR. ROBERTS: And I think that's because of the burden that  
7 the nurses bore for healthcare as opposed to the doctors.

8 PROSPECTIVE JUROR 494: They do more work than doctors  
9 and make less money, so that's what they're [indiscernible].

10 MR. ROBERTS: You think doctors are underpaid too or just  
11 mainly nurses?

12 PROSPECTIVE JUROR 494: I don't believe doctors are  
13 underpaid, no.

14 MR. ROBERTS: Okay. Do you believe nurses are underpaid  
15 or is this just a belief that --

16 PROSPECTIVE JUROR 494: As a society whole, I would say  
17 yes.

18 MR. ROBERTS: Yes. Thank you, sir. Okay. Ms. Friedrich?

19 PROSPECTIVE JUROR 522: 522. I know nurses around here,  
20 too.

21 MR. ROBERTS: And obviously, you know that from personal  
22 experience at several different health systems. What do you think about  
23 this question, about whether it's tough to collect on a valid claim from a  
24 health insurance company?

25 PROSPECTIVE JUROR 522: On a valid claim, I think it's

1 probably easy, you know, if you submit it, and it's on the insurance, it  
2 usually is paid.

3 MR. ROBERTS: Do you think health insurers look for  
4 loopholes to keep from paying claims?

5 PROSPECTIVE JUROR 522: I don't think necessarily that they  
6 look for them. I think if one jumps up they'll take it.

7 MR. ROBERTS: And what about reimbursements set for  
8 healthcare providers by insurance companies; do you have any  
9 preexisting belief as to those?

10 PROSPECTIVE JUROR 522: No, I don't. I don't have enough  
11 information on what the doctors make to know whether it's fair or not.

12 MR. ROBERTS: Okay. So you believe that nurses is  
13 underpaid, is that going to make you want to make us pay more in this  
14 case, where nurses are involved?

15 PROSPECTIVE JUROR 522: No, I think I would be fair.

16 MR. ROBERTS: Okay. Is that going to be inside though?

17 PROSPECTIVE JUROR 522: Might be.

18 MR. ROBERTS: Okay. Thank you. Let's -- if we can go right  
19 in front, Ms. Ross?

20 PROSPECTIVE JUROR 093: 093.

21 MR. ROBERTS: What about you, Ms. Ross? Do you think it's  
22 tough to get valid claims paid?

23 PROSPECTIVE JUROR 093: No, I don't think so.

24 MR. ROBERTS: Do you think insurance companies look for  
25 loopholes?

1 PROSPECTIVE JUROR 093: No.

2 MR. ROBERTS: No?

3 PROSPECTIVE JUROR 093: I don't think so. I don't know  
4 enough.

5 MR. ROBERTS: And you've never had any problem getting  
6 your own claims paid?

7 PROSPECTIVE JUROR 093: No.

8 MR. ROBERTS: And you were an operations engineer?

9 PROSPECTIVE JUROR 093: No, like computers. IT specialist.

10 MR. ROBERTS: Okay. So let me ask you this. So you wrote  
11 software, right?

12 PROSPECTIVE JUROR 093: I didn't write it, but --

13 MR. ROBERTS: But you managed it?

14 PROSPECTIVE JUROR 093: Yes.

15 MR. ROBERTS: Worked with it?

16 PROSPECTIVE JUROR 093: Yes.

17 MR. ROBERTS: What involvement, if any, did you have with  
18 fee schedules in your job with billing software?

19 PROSPECTIVE JUROR 093: So we usually were given a fee  
20 schedule, and we would load it into our system. The way our system  
21 paid claims is they were like benefit code driven, so we had to, like, link  
22 up a certain benefit code to a certain -- what is it called? CBT or SED  
23 code in order for the claim to pay, so it's kind of a table behind the  
24 scenes that would match everything up.

25 MR. ROBERTS: And you would load that table into the



1 computer software?

2 PROSPECTIVE JUROR 093: Yes.

3 MR. ROBERTS: And did you look at the numbers when you  
4 loaded them in?

5 PROSPECTIVE JUROR 093: No, it was so long ago. We're  
6 talking like 1995 through 2006, so I really don't remember.

7 MR. ROBERTS: And the benefit code that you would log in  
8 on your system?

9 PROSPECTIVE JUROR 093: Yes.

10 MR. ROBERTS: Would it -- was that like a benefit code that  
11 was part of the benefit plan or was it more of a CBT code to --

12 PROSPECTIVE JUROR 093: No, like -- for an office visit the  
13 benefit code might be OB, so they would have to put OB in the claim,  
14 and then that would know which CBT code or whatever to pull a claim,  
15 you know?

16 MR. ROBERTS: Did you form any belief as to whether or not  
17 those reimbursement rates and the fee schedules you loaded in were  
18 fair?

19 PROSPECTIVE JUROR 093: No, I never thought about it.

20 MR. ROBERTS: Never thought about it?

21 PROSPECTIVE JUROR 093: No, I just figured it was what it  
22 was. I don't --

23 MR. ROBERTS: And you -- and I'm taking it from your  
24 description of your job duties you never had any direct contact with  
25 providers about their reimbursements?

1 PROSPECTIVE JUROR 093: No. That was all done by  
2 someone else, like about my pay scale.

3 MR. ROBERTS: Thank you very much.

4 PROSPECTIVE JUROR 093: Uh-huh.

5 MR. ROBERTS: All right. Ms. Carr?

6 PROSPECTIVE JUROR 049: 049.

7 MR. ROBERTS: Okay. All right. What about you? Do you  
8 think it's hard to get paid on legitimate health insurance claims?

9 PROSPECTIVE JUROR 049: I have not experienced any  
10 difficulties.

11 MR. ROBERTS: Okay. Do you think insurance companies  
12 look for loopholes?

13 PROSPECTIVE JUROR 049: Not necessarily.

14 MR. ROBERTS: Okay.

15 PROSPECTIVE JUROR 049: But that's not to say it doesn't  
16 happen. I don't have enough information either.

17 MR. ROBERTS: You don't have enough information. Your  
18 mind is open. Let's see. And you're a -- your best friend is an RN?

19 PROSPECTIVE JUROR 049: Yes.

20 MR. ROBERTS: Aunts and cousins are RNs?

21 PROSPECTIVE JUROR 049: I'm -- yes, my aunts. Aunts and a  
22 cousin.

23 MR. ROBERTS: Okay. And have you ever heard them talk  
24 about reimbursements?

25 PROSPECTIVE JUROR 049: No.

1 MR. ROBERTS: Do you have any belief that they're  
2 underpaid? That nurses in general are underpaid based on what they  
3 have to do in the community?

4 PROSPECTIVE JUROR 049: I don't really know enough either  
5 way. I know first on their own, in their own lives, with what they are  
6 paid, and their own financial situations are not necessarily what  
7 everybody else's financial situations are, and this is across a few  
8 different states. I know the rate in Colorado is different versus California.  
9 I don't -- I've never heard either one of them complain specifically saying  
10 I am so underpaid for my job, if that's what you're asking.

11 MR. ROBERTS: Yes. Sort of. But let me -- let me ask this  
12 since you have so many healthcare providers in your life.

13 PROSPECTIVE JUROR 049: Okay.

14 MR. ROBERTS: You know nothing more than the fact that  
15 two people get on the stand, a representative of an insurance company  
16 and a healthcare provider, and they disagree about something. All right.  
17 Based on your personal experience with friends and family, are you  
18 going to be more inclined to believe the healthcare provider?

19 PROSPECTIVE JUROR 049: I don't know about for sure either  
20 way.

21 MR. ROBERTS: Okay.

22 PROSPECTIVE JUROR 049: I don't know, I don't -- I don't  
23 know who would sway me.

24 MR. ROBERTS: Okay. Good. So right now, it doesn't  
25 matter?

1 PROSPECTIVE JUROR 049: No.

2 MR. ROBERTS: It depends on what they have to say?

3 PROSPECTIVE JUROR 049: Yes.

4 MR. ROBERTS: Perfect. Mr. Torres?

5 PROSPECTIVE JUROR 038: 038.

6 MR. ROBERTS: What about you? Do you think it's tough to  
7 get legitimate claims paid?

8 PROSPECTIVE JUROR 038: No.

9 MR. ROBERTS: Think insurance companies look for  
10 loopholes?

11 PROSPECTIVE JUROR 038: No.

12 MR. ROBERTS: You've been sued, and you won, right?

13 PROSPECTIVE JUROR 038: That was with a civil case, motor  
14 vehicle. It was -- I was committing fraud.

15 MR. ROBERTS: So say that again?

16 PROSPECTIVE JUROR 038: Would you -- yes, we won.

17 MR. ROBERTS: Did I hear you say something about fraud?

18 And you don't have to share this with the whole group if you're  
19 uncomfortable.

20 PROSPECTIVE JUROR 038: No, I'm not comfortable.

21 MR. ROBERTS: Okay. Thank you.

22 PROSPECTIVE JUROR 038: I'm just going to say we won,  
23 and it was good work on the attorney's side on the client's information.

24 MR. ROBERTS: Did you have a good experience with the  
25 legal system?

1 PROSPECTIVE JUROR 038: Yes.

2 MR. ROBERTS: Do you feel like you got justice?

3 PROSPECTIVE JUROR 038: Yes.

4 MR. ROBERTS: Thank you, sir. All right. Mr. Nesci.

5 PROSPECTIVE JUROR 593: 593.

6 MR. ROBERTS: So let's go back to the question about is it  
7 tough to get legitimate claims paid by insurance?

8 PROSPECTIVE JUROR 593: No, I'm not -- I'm not really  
9 understanding your questions because unfortunately, I have not won the  
10 gene pool, and I've had numerous medical issues. I've always gone  
11 prior to any I've had on the website under care and pricing, I look up  
12 what it's going to cost. I know what my co-pay is going to be, and if I  
13 have an issue, I just call benefit services and speak to them directly. I  
14 know what I'm paying before I even go in. And I implore everyone, be  
15 your own advocate. You have to. We have to. I've never had an issue  
16 with not paying that because I know what's -- if it's different, it's resolved  
17 with a phone call.

18 MR. ROBERTS: So do you just look at the website or do you  
19 look at the actual detailed terms of your plan?

20 PROSPECTIVE JUROR 593: Oh, the detailed terms, correct.  
21 Yeah.

22 MR. ROBERTS: And as long as you understand that, you've  
23 never had a problem? Never?

24 PROSPECTIVE JUROR 593: Well, not [indiscernible].

25 Both sides, the doctors' offices and the insurance company, there's a

1 level of ineptitude on both sides. The -- you just have to take the positive  
2 out of it and look, and the bottom line is everything worked out and I'm  
3 still here. Will my -- to answer your next question, will my experiences  
4 sway my decision? I believe it will not.

5 MR. ROBERTS: Thank you. And the fact that your son is in  
6 nursing school, is going to be a healthcare provider, will that sway your  
7 decision in any way?

8 PROSPECTIVE JUROR 593: It will not.

9 MR. ROBERTS: Okay. Fair and impartial.

10 PROSPECTIVE JUROR 593: I believe I can be, yes,  
11 consciously.

12 MR. ROBERTS: Thank you, Mr. Nesci.

13 PROSPECTIVE JUROR 593: You're welcome, sir.

14 MR. ROBERTS: Mr. Rucker?

15 PROSPECTIVE JUROR 564: Yes. 564.

16 MR. ROBERTS: What do you think? Is it tough to get  
17 legitimate health insurance claims paid?

18 PROSPECTIVE JUROR 564: I wouldn't know anything about  
19 that. I don't know anything about the claims be being paid and all that. I  
20 have no clue.

21 MR. ROBERTS: Do you have personal experience submitting  
22 claims?

23 PROSPECTIVE JUROR 564: No.

24 MR. ROBERTS: Ever gotten the EOB in the mail --

25 PROSPECTIVE JUROR 564: No.

1 MR. ROBERTS: -- an explanation of benefits?

2 PROSPECTIVE JUROR 564: Well, yeah, I got that. Yeah. But  
3 I haven't had any -- as far as my health insurance provider, there's never  
4 been any problems.

5 MR. ROBERTS: All right. When you -- when you got the EOB  
6 in the mail, did you read it?

7 PROSPECTIVE JUROR 564: Some of it.

8 MR. ROBERTS: Did you try to understand it?

9 PROSPECTIVE JUROR 564: I tried to.

10 MR. ROBERTS: Just the amount due from patient was the --

11 PROSPECTIVE JUROR 564: Right.

12 MR. ROBERTS: -- main part of your looking at it?

13 PROSPECTIVE JUROR 564: Right.

14 MR. ROBERTS: So you've also been in a -- in a lawsuit over a  
15 traffic accident --

16 PROSPECTIVE JUROR 564: Yes.

17 MR. ROBERTS: -- if I recall?

18 PROSPECTIVE JUROR 564: Yes.

19 MR. ROBERTS: All right. Do you feel that you had a good  
20 experience with the justice system?

21 PROSPECTIVE JUROR 564: No.

22 MR. ROBERTS: Okay. Do you think you got justice?

23 PROSPECTIVE JUROR 564: Well, no one got anything, you  
24 know, so it was -- it was a wash. But the whole thing was just a circus  
25 act. It was -- it was crazy.

1 MR. ROBERTS: What specific criticisms did you have with  
2 the legal process in your case?

3 PROSPECTIVE JUROR 564: That -- I don't know. It was the --  
4 it was a bunch of false accusations, you know, that was -- that was  
5 thrown at me. This was years ago. There was a lot of false accusations  
6 that -- that, I don't know, it was -- I didn't agree with any of it. It wasn't  
7 true. We were countersuing each other, you know, and neither one of us  
8 got anything, bottom line. And it was years ago. I really don't even  
9 remember all the specifics about it, but I know there was a bunch of lies  
10 given being thrown around.

11 MR. ROBERTS: And one of the jobs of the jury, if you're  
12 selected in the case, is to judge the credibility of witnesses. If two people  
13 are saying two different things, how would you go about sorting out  
14 when one is closer to the truth?

15 PROSPECTIVE JUROR 564: I mean I guess whatever one I  
16 feel as though is telling the truth based on facts or evidence or whatever.  
17 You know, that's the best thing I can do is to weigh them out as far as  
18 the evidence. That's it.

19 MR. ROBERTS: Very good. And your mom was an ER nurse,  
20 and you don't remember anything except a lot of cussing --

21 PROSPECTIVE JUROR 564: Uh-huh.

22 MR. ROBERTS: -- when she came home, right? So did she  
23 ever complain about salary or reimbursement? Did you form any belief  
24 as to --

25 PROSPECTIVE JUROR 564: No.



1 MR. ROBERTS: -- what a nurse --

2 PROSPECTIVE JUROR 564: No. She wasn't -- she wasn't a  
3 nurse. She was -- she was an administrator there in the emergency  
4 room.

5 MR. ROBERTS: Oh, okay.

6 PROSPECTIVE JUROR 564: Yeah. She wasn't a nurse.

7 MR. ROBERTS: That's right.

8 PROSPECTIVE JUROR 564: My son's a nurse.

9 MR. ROBERTS: So she worked as an administrator in an ER?

10 PROSPECTIVE JUROR 564: Uh-huh.

11 MR. ROBERTS: And she was an employee of the hospital?

12 PROSPECTIVE JUROR 564: Yes.

13 MR. ROBERTS: Okay. And your none is the RN?

14 PROSPECTIVE JUROR 564: Right.

15 MR. ROBERTS: Right. Anything about the involvement of  
16 your mom and son in the medical industry that might cause you to favor  
17 one side over another here?

18 PROSPECTIVE JUROR 564: No.

19 MR. ROBERTS: No? All right. You can fair to both of us?

20 PROSPECTIVE JUROR 564: Yep.

21 MR. ROBERTS: Other than the lawsuit over the traffic, have  
22 you had any other experiences in the legal system good or bad?

23 PROSPECTIVE JUROR 564: No.

24 MR. ROBERTS: No. One thing I was curious about.

25 PROSPECTIVE JUROR 564: Uh-huh.

1 MR. ROBERTS: You used to be an emotional decision-maker  
2 and now you're a practical decision-maker --

3 PROSPECTIVE JUROR 564: Uh-huh.

4 MR. ROBERTS: -- right?

5 PROSPECTIVE JUROR 564: Uh-huh.

6 MR. ROBERTS: What -- was that a conscious effort to change  
7 your decision-making?

8 PROSPECTIVE JUROR 564: Of course. Of course. Yes. Very  
9 conscious.

10 MR. ROBERTS: What made you decide to make that change?

11 PROSPECTIVE JUROR 564: The emotional -- the emotional  
12 decisions, the outcome was always most of the time pretty much  
13 negative. So in order to change a negative from [sic] a positive, I'd have  
14 to change the way I make a decision.

15 MR. ROBERTS: Has that worked?

16 PROSPECTIVE JUROR 564: Of course. Yeah.

17 MR. ZAVITSANOS: Of course.

18 PROSPECTIVE JUROR 564: Uh-huh.

19 MR. ROBERTS: Excellent. Thank you.

20 All right. Mr. -- Mr. Meyer?

21 PROSPECTIVE JUROR 532: 532?

22 MR. ROBERTS: Okay. Let's start out with the question about  
23 reimbursements. Do you think it's tough to get valid health insurance  
24 claims paid?

25 PROSPECTIVE JUROR 532: Personally I've had some tests

1 done earlier this year, and pretty much all my claims have been paid on  
2 time and to what they should have been paid. One claim I -- is still  
3 outstanding. So I'm not sure which way that's going yet. My results  
4 were sent to an outside lab for further testing, and that one's still  
5 pending. Then it was denied, but now the lab is appealing it. So it's still  
6 in limbo. I'm still waiting for that.

7 MR. ROBERTS: And do you think insurance companies look  
8 for loopholes?

9 PROSPECTIVE JUROR 532: Again, I don't think they look for  
10 loopholes. Like what was said earlier, you know, if something maybe  
11 pops up, I think we maybe can get around this way, and just doing this  
12 instead. I believe they may do that personally.

13 MR. ROBERTS: Have you ever had that personal experience?

14 PROSPECTIVE JUROR 532: Well, it seems like it may be right  
15 now.

16 MR. ROBERTS: Okay. With the lab --

17 PROSPECTIVE JUROR 532: With my lab work.

18 MR. ROBERTS: -- like [indiscernible]?

19 PROSPECTIVE JUROR 532: Yeah, with the outstanding claim  
20 right now.

21 MR. ROBERTS: Okay. And is the lab pursuing you directly  
22 because that claim hasn't been paid by your insurance?

23 PROSPECTIVE JUROR 532: No, they are not. We're in  
24 appeal right now with the insurance company.

25 MR. ROBERTS: Okay. Great. Let's see. All right. I

1 remember you said some college?

2 PROSPECTIVE JUROR 532: Yes.

3 MR. ROBERTS: What coursework did you take in college?

4 Any particular subject?

5 PROSPECTIVE JUROR 532: Yes. Mainly mechanical design.

6 So it was mostly statics, [indiscernible] materials, operations,

7 manufacturing, and things of that nature.

8 MR. ROBERTS: Was that under the engineering department?

9 PROSPECTIVE JUROR 532: Yes.

10 MR. ROBERTS: Yes.

11 PROSPECTIVE JUROR 532: It was a tech school.

12 MR. ROBERTS: All right. Pass the microphone. Let's see.

13 We can just go right here in front to Ms. Wilson.

14 Ms. Wilson --

15 PROSPECTIVE JUROR 095: 095.

16 MR. ROBERTS: Thank you. What about you as far as  
17 reimbursements, do you think insurance companies look for loophole  
18 when they pay claims?

19 PROSPECTIVE JUROR 095: No. That's not been my  
20 experience.

21 MR. ROBERTS: Okay. Do you -- do you think people in  
22 general have problems getting valid reimbursement claims paid by their  
23 health insurance?

24 PROSPECTIVE JUROR 095: No. No.

25 MR. ROBERTS: All right. I'm going back and forth, and my

1 notes are out of order. Okay. That's -- that was it. You are currently in  
2 litigation; is that correct?

3 PROSPECTIVE JUROR 095: Yes --

4 MR. ROBERTS: Do you have --

5 PROSPECTIVE JUROR 095: -- that is correct. It's in -- it's  
6 concerning a new house build, yeah.

7 MR. ROBERTS: How long has the litigation been ongoing?  
8 Do you know if --

9 PROSPECTIVE JUROR 095: Oh, it's just a couple months.  
10 We've just at the beginning of it.

11 MR. ROBERTS: Has the papers actually been filed with the  
12 court? Do you know?

13 PROSPECTIVE JUROR 095: I don't think so. Not yet. We're  
14 just being told to wait right now. They have all our information.

15 MR. ROBERTS: Okay. And is that your attorneys that are  
16 telling you to wait or someone --

17 PROSPECTIVE JUROR 095: Correct.

18 MR. ROBERTS: -- else?

19 PROSPECTIVE JUROR 095: Correct.

20 MR. ROBERTS: Okay.

21 PROSPECTIVE JUROR 095: Yes.

22 MR. ROBERTS: And has this been going on long enough for  
23 you to form an impression about the legal system?

24 PROSPECTIVE JUROR 095: No. No. Not at all.

25 MR. ROBERTS: And obviously you don't know yet whether

1 you've gotten justice, right?

2 PROSPECTIVE JUROR 095: No, I don't.

3 MR. ROBERTS: So your experience with balance bill --  
4 billing, do I remember that one time the doctor took care of it and the  
5 other time the facility mistook what the insurance would pay?

6 PROSPECTIVE JUROR 095: Correct. Yes.

7 MR. ROBERTS: Do you think that your own personal  
8 experience about balance billing was resolved fairly?

9 PROSPECTIVE JUROR 095: Yes, I believe it was. Like --

10 MR. ROBERTS: Okay.

11 PROSPECTIVE JUROR 095: -- more than fair, to be honest.

12 MR. ROBERTS: Okay.

13 PROSPECTIVE JUROR 095: Yeah.

14 MR. ROBERTS: And explain why -- why you thought that  
15 was fair the way things ended up?

16 PROSPECTIVE JUROR 095: So --

17 MR. ROBERTS: And not just to you. Was it also fair to the  
18 insurance --

19 PROSPECTIVE JUROR 095: Well --

20 MR. ROBERTS: -- company and the provider?

21 PROSPECTIVE JUROR 095: I mean the doctor and the facility  
22 are checking taking what the insurance company pays, right? To me, it's  
23 probably not fair -- wasn't fair to providers. If you look at it as a whole,  
24 it's probably not fair to every single patient that may have that same  
25 experience, right, because in both cases, it's a personal connection

1 because -- that's the reason why they went ahead and took care of the  
2 bill and not really based on the -- because it was a hardship or  
3 something like that, right? Like I'm a firm believer in you have to -- we as  
4 citizens have a responsibility for some of our healthcare. We cannot  
5 expect everything to be free for us.

6 So paying our health insurance, paying our copays, paying  
7 any of our, I guess you'd call it, out-of-pocket expense. That's  
8 responsibility. We don't -- we don't want socialized medicine, where  
9 somebody's making a decision for us that shouldn't be making a  
10 decision for us. This is a way for us to be able to keep our decisions  
11 made by ourselves for what's right for us. I don't know if I'm making  
12 sense or not, but --

13 MR. ROBERTS: Okay.

14 PROSPECTIVE JUROR 095: Yes.

15 MR. ROBERTS: No wrong answers. And you're --

16 PROSPECTIVE JUROR 095: Right.

17 MR. ROBERTS: -- you're making sense --

18 PROSPECTIVE JUROR 095: Okay.

19 MR. ROBERTS: -- to me. I understand what you're saying.

20 PROSPECTIVE JUROR 095: Yeah.

21 MR. ROBERTS: I appreciate it.

22 PROSPECTIVE JUROR 095: Thank you.

23 MR. ROBERTS: Okay. Ms. Hortillas?

24 PROSPECTIVE JUROR 114: 114. I don't have enough  
25 knowledge, no.

1 MR. ROBERTS: Have you ever had any problems with your  
2 own claims?

3 PROSPECTIVE JUROR 114: No, I don't have any problems  
4 with billing.

5 MR. ROBERTS: And you -- you've got no sort of opinions  
6 just to general as to --

7 PROSPECTIVE JUROR 114: No.

8 MR. ROBERTS: -- whether insurance companies look for  
9 loopholes?

10 PROSPECTIVE JUROR 114: No.

11 MR. ROBERTS: Refuse to pay valid claims?

12 PROSPECTIVE JUROR 114: Right.

13 MR. ROBERTS: So -- and don't share anything with me that  
14 you're uncomfortable with. But is there anything about losing your  
15 husband that -- that might affect you as a juror?

16 PROSPECTIVE JUROR 114: Not at all.

17 MR. ROBERTS: All right. How long has it been?

18 PROSPECTIVE JUROR 114: 2008. So it's been --

19 MR. ROBERTS: So it's been a while.

20 PROSPECTIVE JUROR 114: Uh-huh.

21 MR. ROBERTS: So a lot of the intensity, the emotions are --

22 PROSPECTIVE JUROR 114: Yeah. I'm good now.

23 MR. ROBERTS: -- are gone? You're good now?

24 PROSPECTIVE JUROR 114: Yeah, I'm good.

25 MR. ROBERTS: That's good. Let me ask you a little bit



1 different question. Do you think that because health insurers are in the  
2 business they're in, reimbursing for people's medical care, they should  
3 be held to a higher standard than other companies?

4 PROSPECTIVE JUROR 114: I don't have enough individual  
5 experience.

6 MR. ROBERTS: Okay. Anyone have an opinion about that?  
7 Do you think -- back to -- back to Ms. Wilson, badge --

8 PROSPECTIVE JUROR 095: 095. So, again, being from the  
9 financial industry, I think the healthcare insurers should have just as  
10 much responsibility, like -- yes, because people's lives that you're -- you  
11 know, like I said before, it was money. There are people lives and their  
12 health, so they should be held to a higher standard for sure --

13 MR. ROBERTS: Okay.

14 PROSPECTIVE JUROR 095: -- yes.

15 MR. ROBERTS: And about the same higher standard, the  
16 financial institutions or --

17 PROSPECTIVE JUROR 095: I would say about the same.  
18 Yes.

19 MR. ROBERTS: Okay. Not higher, not lower?

20 PROSPECTIVE JUROR 095: About the same.

21 MR. ROBERTS: Anyone else agree with Ms. Wilson? That  
22 make sense to you? Yes? So you can pass the mic back. Ms. Trambulo?  
23 Did I say that right?

24 PROSPECTIVE JUROR 116: You did. 116.

25 MR. ROBERTS: Okay. Good. Good. What about you, do

1 you think insurers -- health insurers look for a reason to deny valid  
2 claims?

3 PROSPECTIVE JUROR 116: No.

4 MR. ROBERTS: No. Don't look for loopholes?

5 PROSPECTIVE JUROR 116: No.

6 MR. ROBERTS: No. What did higher standard question, do  
7 you think health insurers should be held to a higher standard another  
8 company; that is the field they deal in?

9 PROSPECTIVE JUROR 116: Yeah, I would agree with  
10 Ms. Wilson. You're dealing with people's lives and there's lots of impact  
11 there.

12 MR. ROBERTS: How would you hold a health insurer to a  
13 higher standard in this litigation? You don't know anything about it  
14 other than it's about reimbursement claims.

15 PROSPECTIVE JUROR 116: I mean I guess it would be  
16 proper for whatever the reimbursement rate is.

17 MR. ROBERTS: One of the things that Plaintiffs told you and  
18 that we would agree with is there is no written contract. And they're  
19 suing under implied contract. So let me ask you a tough question. If  
20 there's no written contract, what would you personally look for to figure  
21 out what the terms are of an implied contract?

22 MR. ZAVITSANOS: Your Honor, that invades the promise of  
23 the Court, and it also attempts to commit the juror to the -- to the  
24 evidence.

25 THE COURT: I'm inclined to sustain the objection. Would

1 you like to make a record on the break?

2 MR. ROBERTS: Yes. That would be fine, Your Honor. How  
3 long did the Court want to go this morning?

4 THE COURT: This is a good time. It's --

5 MR. ROBERTS: All right.

6 THE COURT: It's 10:42. Even though you guys didn't come  
7 in until 9:40, we were here at 9:15. So let me give you the admonition  
8 for our morning recess.

9 During the recess, don't talk with each other or anyone else  
10 on any subject connected with the trial. Don't read, watch, or listen to  
11 any report of or commentary on the trial. Don't discuss this case with  
12 anyone connected to it by any medium of information, including, without  
13 limitation, newspapers, television, radio, Internet, cell phones, or texting.

14 Don't conduct any research on your own relating to the case.  
15 Don't speculate about the issues, the evidence, the parties. Don't  
16 consult dictionaries, use the Internet, or use any reference materials.  
17 Don't conduct any investigation, test any theory of the case, recreate any  
18 aspect of the case, or in any other way investigate or learn of it on your  
19 own.

20 You may not use social media; that you are in jury selection  
21 or if you're selected for the trial, you cannot post on social media. Don't  
22 text, Tweet, Google, or conduct any type of book or computer research  
23 with regard to any issue, party, witness, or attorney involved in the case.  
24 Most importantly, do not form or express any opinion on any subject  
25 unless you're selected for the jury and the jury deliberates.

1 Thank you this morning for being so attentive and being on  
2 time. It is 10:44. Be ready at 11, please.

3 THE MARSHAL: All rise for the jury.

4 [Prospective jurors out at 10:44 a.m.]

5 [Outside the presence of the prospective jurors]

6 THE COURT: The room is now clear. Mr. Roberts, did you  
7 want to make a record on that?

8 MR. ROBERTS: Yes, Your Honor. I understand that the Court  
9 is going to instruct the jury on what forms an implied contract. So if -- I  
10 just looked at Rule 770. It might be a question touching on an instruction  
11 of law. But I really don't see how it's any different than asking the jury  
12 what -- or the potential jury what level of evidence they would personally  
13 want to see, would you want a higher level of evidence than  
14 preponderance, and asking her personally what she would personally  
15 look for, regardless of, you know, what the instruction may be, just helps  
16 me inquire as to her personal beliefs and inclinations and maybe what  
17 she thinks the law should be. And then as long as she can follow the  
18 law, then it's no problem for her. And I think that's where I was going,  
19 and I wasn't going to try to commit her to the facts or commit her to a  
20 verdict in this case.

21 THE COURT: Thank you. Is there a response?

22 MR. ZAVITSANOS: Yes, Your Honor. So the reason I  
23 objected, Your Honor, and I've tried not to, but the reason I objected is  
24 because the form of the question was very improper. If counsel had  
25 said, if the Court gives an instruction on the following, would you

1 consider something else, that's right down the fairway. He didn't do  
2 that. And there's an issue, of course, on whether the price term has to  
3 be part of this implied agreement or not. So asking -- just asking  
4 pointblank, what kind of things you would consider to form an implied  
5 contract, I do think invades the province of the Court. If counsel would  
6 just rephrase it slightly, no objection.

7 THE COURT: Good enough.

8 MR. ZAVITSANOS: And I think, Your Honor, with the  
9 preponderance, I think that's what I did, which is I -- you know, I just said,  
10 look, you know, if the Court gives one, are you going to require  
11 something higher? If he does it like that, I -- that's fine.

12 THE COURT: And the reason I sustained it is only because  
13 the issue of whether or not the implied contract is just a direct issue in  
14 the case.

15 So let's take a break. We have two letters up here. The --  
16 Springberg in seat number 2 had done a long letter about why she  
17 should be excused. Mr. Meyer's wife has been contact traced for a  
18 COVID exposure. And then I printed the media rules out for both sides  
19 so that you would have a copy of that. Thank you.

20 MR. ZAVITSANOS: Thank you, Your Honor.

21 MR. ROBERTS: Thank you, Your Honor.

22 THE COURT: See you at 11.

23 [Recess taken from 10:47 a.m. to 11:01 a.m.]

24 [Outside the presence of the prospective jurors]

25 THE COURT: Thanks, everyone. Please remain seated.

1 Okay. Did you get a chance to look at the letters, everybody?

2 MR. ZAVITSANOS: Yes, Your Honor.

3 MR. BLALACK: I did, Your Honor.

4 THE COURT: Defendant, any questions about the letters?

5 MR. ROBERTS: No, Your Honor. We don't believe either one  
6 would justify as a hardship under the standard we did apply.

7 MR. ZAVITSANOS: We agree, Your Honor.

8 THE COURT: All right. And I've got copies of these for you.  
9 Did you both take them?

10 MR. BLALACK: Oh. Yes, Your Honor.

11 MR. ZAVITSANOS: Oh, Your Honor, the other thing is that  
12 the gentleman that we discussed earlier, the gentleman --

13 THE COURT: Yes.

14 MR. ZAVITSANOS: That is him.

15 THE COURT: That is him?

16 MR. ZAVITSANOS: Yes, Your Honor. So I think maybe -- I  
17 don't know what the Court's pleasure is. Maybe the Court could make an  
18 inquiry.

19 THE COURT: Good enough. I can bring him in outside the  
20 presence of the other jurors.

21 MR. ZAVITSANOS: Yes, Your Honor.

22 THE COURT: Okay. So we're going to ask Mr. Leopold to  
23 come in alone.

24 THE MARSHAL: Yes, Your Honor.

25 THE COURT: And then to let you guys know, we do have

1 another venire at 11:00. I'm not going to bring them in now, only  
2 because I don't have room.

3 MR. ZAVITSANOS: I think we have one person left.

4 THE COURT: We do, in the back.

5 MR. ZAVITSANOS: Okay.

6 THE COURT: And she did have English as the second  
7 language issue.

8 MR. ZAVITSANOS: Oh, she did?

9 THE MARSHAL: All rise.

10 THE COURT: So Mr. Leopold, you can stay right there. I  
11 have a couple of questions to ask you. Have you ever been convicted of  
12 a felony?

13 PROSPECTIVE JUROR 020: Yeah.

14 THE COURT: And have your civil rights been restored?

15 PROSPECTIVE JUROR 020: Yeah.

16 THE COURT: And when did that occur and where?

17 PROSPECTIVE JUROR 020: 1998 in Los Angeles.

18 THE COURT: Okay.

19 PROSPECTIVE JUROR 020: I --

20 THE COURT: You don't have to tell us anything about what  
21 you were convicted of.

22 PROSPECTIVE JUROR 020: Yeah. I was -- I was exonerated.  
23 I was -- I was convicted in 1998. I served my time. My rights were  
24 restored in 2001.

25 THE COURT: In 2001?

1 PROSPECTIVE JUROR 020: Yeah.

2 THE COURT: Thank you.

3 PROSPECTIVE JUROR 020: I believe 2001, 2003.

4 THE COURT: Okay. Thank you. So could you please step  
5 back out to the hallway? Room is clear. Plaintiff, do you have anything?

6 MR. ZAVITSANOS: No, Your Honor.

7 THE COURT: Defendant?

8 MR. ROBERTS: Nothing, Your Honor. He's under oath, so  
9 we'll accept that.

10 THE COURT: Good enough. As soon as the marshal comes  
11 back, I'll give him the high sign.

12 MR. ROBERTS: Your Honor, forgive me for asking, but the  
13 exchange we just had, was that on the record?

14 THE COURT: Yes.

15 MR. ROBERTS: Okay. Thank you, Your Honor.

16 THE MARSHAL: All rise for the jury.

17 [Prospective jurors in at 11:05 a.m.]

18 THE COURT: Thank you. Please be seated. Go ahead, Mr.  
19 Roberts.

20 MR. ROBERTS: Thank you, Your Honor. Ms. Trambulo,  
21 Badge number 116.

22 PROSPECTIVE JUROR 116: Yes.

23 MR. ROBERTS: We started -- did I get that right?

24 PROSPECTIVE JUROR 116: Yes.

25 MR. ROBERTS: Okay. Great. We had started to talk about



1 implied contracts. So if -- the Judge might -- you know, is obviously  
2 going to instruct you what it takes to form an implied contract. If the  
3 Judge instructs you that to form an implied contract requires a  
4 manifestation by the parties of an intent to form a contract, is that the  
5 type of thing you could hold the Plaintiffs to their burden of proof?

6 PROSPECTIVE JUROR 116: I'm sorry. Can you repeat that?

7 MR. ROBERTS: Sure. If the Court instructs you that in order  
8 to form an implied contract, the Plaintiffs have to prove that both sides  
9 manifested or showed by their actions an intention to form a contract, is  
10 that something you can hold the Plaintiffs to their burden of proving  
11 before you'll give them a verdict?

12 PROSPECTIVE JUROR 116: Yes.

13 MR. ROBERTS: Yes. If the Court instructs you that you  
14 cannot find an implied contract without finding an ascertainable  
15 agreement, you know, that they've proven that not only was there an  
16 intent to contract, but this is the contract, can you hold them to that  
17 burden?

18 PROSPECTIVE JUROR 116: Yes.

19 MR. ROBERTS: Everyone here feel the same way? Anyone  
20 disagree that that should be the law? As long as you've -- do you still  
21 have the microphone?

22 PROSPECTIVE JUROR 116: I don't.

23 MR. ROBERTS: No. They've marked them. Okay. I wanted  
24 to ask you about your prior work experience. I understand that you were  
25 a software engineer for a law firm; is that correct?

1 PROSPECTIVE JUROR 116: No. So I was a runner.

2 MR. ROBERTS: Oh.

3 PROSPECTIVE JUROR 116: Before everything was  
4 [indiscernible].

5 MR. ROBERTS: Okay. Got it. And you knew one of the  
6 lawyers for the Plaintiff?

7 PROSPECTIVE JUROR 116: I did. Yes.

8 MR. ROBERTS: What type of law did this law firm do?

9 PROSPECTIVE JUROR 116: I think it was corporate law. But  
10 honestly, I wasn't there for very long, so.

11 MR. ROBERTS: Did you form any friendship with the  
12 attorney that's in this case?

13 PROSPECTIVE JUROR 116: No. I mean, we did, like,  
14 corporate team-building things. I don't even think she was there, to be  
15 honest, so.

16 MR. ROBERTS: Okay. And do you have any feeling about  
17 their side versus our side based on your knowledge of this lawyer for the  
18 Plaintiff?

19 PROSPECTIVE JUROR 116: No.

20 MR. ROBERTS: No. Did you learn the facts of any particular  
21 lawsuits that this firm was involved in that interested you?

22 PROSPECTIVE JUROR 116: No.

23 MR. ROBERTS: Didn't get involved in the merits of their  
24 cases at all?

25 PROSPECTIVE JUROR 116: No. No.

1 MR. ROBERTS: Form an opinion about whether they  
2 were -- their causes were just?

3 PROSPECTIVE JUROR 116: No.

4 MR. ROBERTS: No. What made you decide to leave the  
5 legal business?

6 PROSPECTIVE JUROR 116: I was -- previously, before that, I  
7 was working at Dylan Lapis [phonetic], and I was also going to school at  
8 UNLV. And so I just needed a job that was flexible with my schedule,  
9 and they were.

10 MR. ROBERTS: How long ago did you leave the law firm?

11 PROSPECTIVE JUROR 116: I want to say it was 2007, maybe.

12 MR. ROBERTS: Okay. So it's been a while.

13 PROSPECTIVE JUROR 116: Yes.

14 MR. ROBERTS: Yes. Let me ask you some follow-up  
15 questions about your partner being a registered nurse.

16 PROSPECTIVE JUROR 116: Sure.

17 MR. ROBERTS: Has she ever complained about  
18 reimbursement rates or salary?

19 PROSPECTIVE JUROR 116: No.

20 MR. ROBERTS: No? Do you think you'll have any difficulty  
21 finding against companies that work with healthcare providers?

22 PROSPECTIVE JUROR 116: No.

23 MR. ROBERTS: No? No feelings about it one way or  
24 another?

25 PROSPECTIVE JUROR 116: I mean, I personally think that

1 registered nurses are underpaid, but I don't have that feeling about, you  
2 know, one way or another in this case.

3 MR. ROBERTS: Do you think that they're underpaid because  
4 insurance companies don't reimburse them enough?

5 PROSPECTIVE JUROR 116: No. I just think their rate is low  
6 for what they do.

7 MR. ROBERTS: Your partner works hard?

8 PROSPECTIVE JUROR 116: Yes.

9 MR. ROBERTS: Yes. Okay. Let's see. If we can go to Ms.  
10 Dudley. I was trying to remember if I've covered everything. I jumped  
11 ahead when we were talking before. But I did want to ask you a little bit  
12 more about your knowledge of medical billing. Are you involved in that  
13 in any way?

14 PROSPECTIVE JUROR 224: When I worked at  
15 Comprehensive Cancer Centers, but as more in regards to data entry.  
16 And then, lab requisitions. That's as far as medical billing went, but it  
17 was a fractured system there, too, so.

18 MR. ROBERTS: Okay. And you used that word Thursday  
19 when we were talking.

20 PROSPECTIVE JUROR 224: I did, yeah. Yeah.

21 MR. ROBERTS: And do you blame anyone for the fact the  
22 system is fractured in your opinion?

23 PROSPECTIVE JUROR 224: I think -- I think it's multiple -- I  
24 can't give you an honest answer. I'm not certain I know enough.

25 MR. ROBERTS: Okay. So --

1 PROSPECTIVE JUROR 224: I just -- for example, I worked at  
2 Comprehensive Cancer Center as an [indiscernible] requisitions. And I  
3 didn't always have requisitions if somebody didn't give them to me. So  
4 it's kind of like it's multiple people are needed to get the job done  
5 correctly. And so as far as medical billing goes, if one person isn't doing  
6 the job right, then it just kind of trickles. And then it can become even a  
7 greater issue for private investigators. So medical billing, when I say  
8 fractured, I did really mean that there is fractured parts within each. I  
9 don't know how to better explain that.

10 MR. ROBERTS: When you say investigators can get  
11 involved?

12 PROSPECTIVE JUROR 224: So yeah, private investigators  
13 and research. So I don't recall enough anymore. It's been too long. But  
14 yeah, medical billing, we had another database to enter in, and anyway.  
15 Yeah.

16 MR. ROBERTS: So what type of data did you enter into the  
17 system?

18 PROSPECTIVE JUROR 224: It was cancer. Oncology.

19 MR. ROBERTS: Right. But data.

20 PROSPECTIVE JUROR 224: Years ago.

21 MR. ROBERTS: Did you enter in CPT codes and charges  
22 and -- or some other type of data?

23 PROSPECTIVE JUROR 224: It had to do with charges -- I -- as  
24 well. It's -- honestly, I -- all I can say is it's been far too long for me to  
25 remember at this point that.

1 MR. ROBERTS: Do you remember if people at your employer  
2 talked about problems with the reimbursement from insurance  
3 companies?

4 PROSPECTIVE JUROR 224: I don't recall.

5 MR. ROBERTS: With your involvement in medical billing, is  
6 there anything about that experience that might cause it to be hard for  
7 you to enter a verdict in favor of an insurance company?

8 PROSPECTIVE JUROR 224: No.

9 MR. ROBERTS: Okay. I did want to follow up about one of  
10 the things you said back on the first day. I guess it was a week ago, I  
11 think it was. Maybe it was Tuesday. About the hardship in being away  
12 from some of your patients.

13 PROSPECTIVE JUROR 224: Yes.

14 MR. ROBERTS: And how are you feeling about that? Are  
15 you able to fully concentrate, give us your full attention in this matter,  
16 sort of set that aside during the day?

17 PROSPECTIVE JUROR 224: As in fully concentrate, that  
18 continues to be an obstacle for me. In regards to the business, I believe  
19 this magnificent owner is able to go above and beyond finding ways to  
20 cover clientele. So as in fully concentrate, I think I'm always kind of in  
21 a -- in a state of awareness that isn't always fully here but tries to be. So  
22 I will do my due diligence to be here for you --

23 MR. ROBERTS: Okay.

24 PROSPECTIVE JUROR 224: -- if I am called upon.

25 MR. ROBERTS: So I'm going to ask for a little clarification.

1 Does your mind wander every now and then?

2 PROSPECTIVE JUROR 224: All the time.

3 MR. ROBERTS: All the time.

4 PROSPECTIVE JUROR 224: Yeah. Yeah.

5 MR. ROBERTS: So -- and I really appreciate the fact that you  
6 say you'll try to give me that attention because --

7 PROSPECTIVE JUROR 224: Yes, sir.

8 MR. ROBERTS: -- you know, sometimes if you miss some  
9 evidence, then it's gone, and you missed it.

10 PROSPECTIVE JUROR 224: Yes, sir.

11 MR. ROBERTS: Do you think you might be able to commit to  
12 that, to keeping your mind here while the evidence is coming in?

13 PROSPECTIVE JUROR 224: I would love to commit to it.

14 MR. ROBERTS: Okay.

15 PROSPECTIVE JUROR 224: I would love to. Yes.

16 MR. ROBERTS: Thank you. I appreciate it. Okay. Let's go  
17 with Mr. Roberts.

18 PROSPECTIVE JUROR 252: 252.

19 MR. ROBERTS: What about you? Do you think health  
20 insurers look for loopholes to keep from paying claims?

21 PROSPECTIVE JUROR 252: I'm indifferent.

22 MR. ROBERTS: You're indifferent? Have you ever had any  
23 bad personal experiences with getting your own claims through?

24 PROSPECTIVE JUROR 252: No.

25 MR. ROBERTS: What about friends and family? Anyone

1 complain about that to you?

2 PROSPECTIVE JUROR 252: No.

3 MR. ROBERTS: I'm going to ask you a couple new questions  
4 so that we can pick up for a few others. Have you ever felt like you've  
5 been taken advantage of by a bank or financial institution?

6 PROSPECTIVE JUROR 252: Every time.

7 MR. ROBERTS: Ever been cheated, scammed, defrauded by  
8 anyone?

9 PROSPECTIVE JUROR 252: Nothing comes to mind right  
10 now.

11 MR. ROBERTS: So I don't remember if the exact question  
12 was if or if there's a healthcare crisis or just who's fault is the healthcare  
13 crisis. I believe you said doctors and insurance companies are both to  
14 blame, right?

15 PROSPECTIVE JUROR 252: Yeah.

16 MR. ROBERTS: Explain to me why you feel that way.

17 PROSPECTIVE JUROR 252: As in, what's going on now or in  
18 general or what?

19 MR. ROBERTS: In general. Not about this.

20 PROSPECTIVE JUROR 252: If there's a problem, they should  
21 come together and make a solution. If there's a problem, they're both to  
22 blame. It takes two people to make a problem.

23 MR. ROBERTS: Do you think there is a crisis?

24 PROSPECTIVE JUROR 252: As in?

25 MR. ROBERTS: Do you think there's a healthcare crisis?



1 PROSPECTIVE JUROR 252: Funding or? Not in my view.  
2 They have a [indiscernible] now.

3 MR. ROBERTS: Okay. So -- and that -- I think that's  
4 intentionally a really broad question so that your own experiences and  
5 beliefs can maybe get triggered by such a broad question. It comes  
6 down to if you really don't think there is one.

7 PROSPECTIVE JUROR 252: Indifferent.

8 MR. ROBERTS: Indifferent. Okay. Thank you, sir. If you  
9 could pass the mic to Ms. Forester.

10 PROSPECTIVE JUROR 014: 014.

11 MR. ROBERTS: So what about you? Do you think it's tough  
12 to get paid on legitimate claims?

13 PROSPECTIVE JUROR 014: Not on legitimate claims, no. I  
14 think -- I think they try their best to do, you know, what they're supposed  
15 to do and pay for what is expected of them.

16 MR. ROBERTS: Do you think they look for loopholes to keep  
17 from paying claims?

18 PROSPECTIVE JUROR 014: I don't think they look for  
19 loopholes. I think if there is a loophole, most insurance -- people who  
20 are dealing with insurance all day, they know what loopholes are there.  
21 So I don't think they necessarily look for loopholes, but they don't let -- if  
22 the circumstance is not to -- that they don't have to pay out on it.

23 MR. ROBERTS: So we've had several people say they've  
24 looked at their claim documents.

25 PROSPECTIVE JUROR 014: Yes.

1 MR. ROBERTS: If an insurance company doesn't pay  
2 because it's not covered by their plan, is that a loophole or is that  
3 legitimate?

4 PROSPECTIVE JUROR 014: No. If it's not covered by the  
5 health plan that, you know, if you've agreed to the terms when you take  
6 on your healthcare. So that's not really a loophole. The one that kind of  
7 comes to mind is when I did have insurance through my mom, they  
8 didn't -- like, when I gave birth, they didn't cover my child because I was  
9 insured under my mom and my kid wasn't considered covered, which  
10 they didn't tell me until after, you know, I got the bill. Which was here  
11 nor there, you know. But if it wasn't covered, it wasn't covered. But you  
12 know, I don't think it was necessarily a loophole. I just think it's there.  
13 You know?

14 MR. ROBERTS: Did you think it was unfair?

15 PROSPECTIVE JUROR 014: No. I mean, it makes sense. You  
16 know, I'm my mom's dependent. My kid is not listed yet. So it makes  
17 sense.

18 MR. ROBERTS: Some grandparents feel this right now. So  
19 what about the bank question? Do you ever feel like you've been taken  
20 advantage --

21 PROSPECTIVE JUROR 014: No.

22 MR. ROBERTS: -- by financial institutions? Have you ever  
23 been scammed or defrauded by anyone?

24 PROSPECTIVE JUROR 014: No.

25 MR. ROBERTS: No? Any bad experience with the legal

1 system?

2 PROSPECTIVE JUROR 014: No.

3 MR. ROBERTS: No? All right. Can you pass the mic to Mr.  
4 Leopold, please?

5 PROSPECTIVE JUROR 020: 020.

6 MR. ROBERTS: What about you, Mr. Leopold? Do you think  
7 insurance companies look for loopholes?

8 PROSPECTIVE JUROR 020: Look for, no. You made a  
9 comment that they pop out at them, I think they would take them.

10 MR. ROBERTS: Is it a loophole if it's not covered by the  
11 plan?

12 PROSPECTIVE JUROR 020: No.

13 MR. ROBERTS: Ever been taken advantage of by a financial  
14 institution?

15 PROSPECTIVE JUROR 020: No.

16 MR. ROBERTS: Ever been scammed or defrauded by  
17 anyone?

18 PROSPECTIVE JUROR 020: I think we've all been scammed,  
19 or someone tried to scam or defraud all of us. But no, I don't think I've  
20 been gullible.

21 MR. ROBERTS: No. So people have attempted and not been  
22 successful?

23 PROSPECTIVE JUROR 020: Yeah. You get them every day in  
24 your email.

25 MR. ROBERTS: Right. Right. Any beliefs about the legal

1 system?

2 PROSPECTIVE JUROR 020: No.

3 MR. ROBERTS: No?

4 PROSPECTIVE JUROR 020: No. The legal system is there,  
5 has been in place for decades, sometimes centuries.

6 MR. ROBERTS: Yeah.

7 PROSPECTIVE JUROR 020: There's always good and bad to  
8 everything.

9 MR. ROBERTS: Do you think it's a good way to resolve  
10 disputes?

11 PROSPECTIVE JUROR 020: I think so. Yeah.

12 MR. ROBERTS: Have you ever been underpaid by someone?

13 PROSPECTIVE JUROR 020: That's a matter of opinion. To  
14 them, no. To me?

15 MR. ROBERTS: In your opinion, have you ever been  
16 underpaid by someone?

17 PROSPECTIVE JUROR 020: Yeah, years ago.

18 MR. ROBERTS: Are you comfortable telling me about it?

19 PROSPECTIVE JUROR 020: Yeah. It was just a situation that,  
20 you know, the type of work I was doing at the time was [indiscernible],  
21 and I was salaried. So, okay, they figured, okay, fine, you're going to get  
22 paid X amount of dollars. Okay, and when I took the job, I said, okay,  
23 fine, I can [indiscernible] 60 hours a week. Okay, fine. So I wind up  
24 working 80, 85, 90 hours, and I got paid the same amount. So to me,  
25 that isn't fair.

1 MR. ROBERTS: And what did you do about it?

2 PROSPECTIVE JUROR 020: Nothing I really could do. I had a  
3 contract.

4 MR. ROBERTS: Okay.

5 PROSPECTIVE JUROR 020: I agreed to the contract when I  
6 went into it. So I just knew for the future if I ever wound up getting into  
7 a contract like that, I knew what to look for.

8 MR. ROBERTS: Okay. So do you think it was fair that you  
9 were bound to your contract?

10 PROSPECTIVE JUROR 020: No. Being that I went by my  
11 contract, I think it was fair.

12 MR. ROBERTS: Okay.

13 PROSPECTIVE JUROR 020: They went by my contract. So I  
14 can't really say that it was anything unfair, because like I said, all  
15 according to what was written.

16 MR. ROBERTS: Lawsuit between an insurance company and  
17 people seeking money on behalf of healthcare providers.

18 PROSPECTIVE JUROR 020: Uh-huh.

19 MR. ROBERTS: Is that the type of case where you can be  
20 fair?

21 PROSPECTIVE JUROR 020: Absolutely.

22 MR. ROBERTS: Leaning toward either side?

23 PROSPECTIVE JUROR 020: Not at all. Not at all.

24 MR. ROBERTS: Thank you, Mr. Leopold.

25 PROSPECTIVE JUROR 020: Uh-huh.

1 MR. ROBERTS: Let's see, we'll go ahead and start right here  
2 in the front. And you can help -- first of all, can I have your badge  
3 number Ms. Herzog.

4 PROSPECTIVE JUROR 270: 270.

5 MR. ROBERTS: And what do you think about insurance  
6 companies look for loopholes when they pay claims?

7 PROSPECTIVE JUROR 270: I don't -- that hasn't been my  
8 experience. And I have had no experience with that at all. I hope that  
9 they don't.

10 MR. ROBERTS: Okay. And have all of your experiences  
11 have been good?

12 PROSPECTIVE JUROR 270: Good, yes.

13 MR. ROBERTS: And you have no belief one way or another  
14 whether it's a problem outside of your own experience or do you think  
15 that it's not?

16 PROSPECTIVE JUROR 270: I don't really know. I mean I  
17 know my own situation, and I have a pretty clear understanding of my  
18 medical plan, so I don't expect coverage on something that isn't on my  
19 plan. If that makes sense.

20 MR. ROBERTS: It does.

21 PROSPECTIVE JUROR 270: Yeah.

22 MR. ROBERTS: Do you think there's a healthcare crisis in  
23 America today?

24 PROSPECTIVE JUROR 270: I'm not sure I would use the  
25 word crisis. I think there is -- it could be better between providers,

1 insurance, pharmaceuticals, all of it. It could be better. I'm not sure I  
2 would use the word crisis.

3 MR. ROBERTS: What would you do to improve the system?

4 PROSPECTIVE JUROR 270: Oh, that's a big -- that's a job  
5 way bigger than me. I don't know where I would start to be honest with  
6 you. I think, you know, it all goes -- I don't know where I would start. I  
7 don't know enough about it.

8 MR. ROBERTS: Have you ever worked in healthcare?

9 PROSPECTIVE JUROR 270: I'm a contract tracer with the  
10 Southern Nevada Health District, so it's not exactly healthcare. It's more  
11 like community care.

12 MR. ROBERTS: Sure. And I remember you telling us that  
13 you were in contact tracing.

14 PROSPECTIVE JUROR 270: I am.

15 MR. ROBERTS: And I was just wondering before you went to  
16 work for the health district in contact tracing, if you had held any other  
17 jobs in the medical field?

18 PROSPECTIVE JUROR 270: No, I worked in -- I worked in  
19 entertainment. So it was a pre-COVID career that died when COVID  
20 came out, and so I went and had to figure something else out until the  
21 dust settled.

22 MR. ROBERTS: What type of entertainment did you work in?

23 PROSPECTIVE JUROR 270: I worked for a big entertainment  
24 company called AEG.

25 MR. ROBERTS: Sure, they put on concerts and shows, yes.

1 PROSPECTIVE JUROR 270: Yes. That's what I did. I worked  
2 there 17 years. We ran the Coliseum at Caesar's Palace with all of the  
3 resident artists. So it was one of the first industries to shut down with  
4 COVID, and it's been one of the slowest to come back.

5 MR. ROBERTS: Did you ever meet Rod Stewart?

6 PROSPECTIVE JUROR 270: I did. I did.

7 MR. ROBERTS: Celine?

8 PROSPECTIVE JUROR 270: I did. 1140 shows.

9 MR. ROBERTS: Wow. So what were your duties there a  
10 AEG?

11 PROSPECTIVE JUROR 270: I was the entertainment  
12 manager. So once the shows were booked and then I did all of the sort  
13 of, you know, ground transportation, private planes, hotel rooms.

14 MR. ROBERTS: You handled all of the logistics.

15 PROSPECTIVE JUROR 270: Logistics, yeah. Backstage. All  
16 of the backstage of.

17 MR. ROBERTS: Did you have to read the contracts for the  
18 performers to know what their needs were?

19 PROSPECTIVE JUROR 270: I did. Everything was in the  
20 contract.

21 MR. ROBERTS: And you read them and dealt with them as  
22 part of your job?

23 PROSPECTIVE JUROR 270: Well, I wasn't the booker, so  
24 usually they would summarize the -- you know, because every show kind  
25 of dealt with the same sort of things. Like this is covered, this isn't. This



1 is on us; this is on them. This is -- you know, whether it's ground  
2 transportation, catering. Somebody's got to pay for it. It's either them  
3 or us.

4 MR. ROBERTS: And would you review the contract to figure  
5 out what your responsibility was, so you would go do it, or did someone  
6 else do that?

7 PROSPECTIVE JUROR 270: Someone else did that.

8 MR. ROBERTS: Okay.

9 PROSPECTIVE JUROR 270: Someone else did that.

10 MR. ROBERTS: What made you decide to go into contact  
11 tracing with the health district from entertainment? It seems like a pretty  
12 radical career switch.

13 PROSPECTIVE JUROR 270: It was a radical -- I didn't decide  
14 it, COVID did.

15 MR. ROBERTS: Ahh-ahh.

16 PROSPECTIVE JUROR 270: COVID did. So I needed  
17 something to do until the dust settled. So I took an online course in  
18 contact tracing, went to the health district. I'm still there.

19 MR. ROBERTS: Okay. Thank you, Ms. Herzog. Okay. Ms.  
20 Wynn next. So we've already talked for a while this morning.

21 PROSPECTIVE JUROR 254: Yes.

22 MR. ROBERTS: Let me just ask you the big question at the  
23 end. You've got the experience and good from both sides. Is there any  
24 reason why you could not be fair and impartial and give a Defense  
25 verdict to an insurance company if they do not meet their burden of

1 proof in this case?

2 PROSPECTIVE JUROR 254: Repeat that one more time.

3 THE COURT RECORDER: Badge number, please.

4 PROSPECTIVE JUROR 254: 254.

5 MR. ROBERTS: Is there anything about your background and  
6 experience in the medical field, which would make it hard for you to  
7 check off a Defense verdict for the insurance company, where they're  
8 being sued by healthcare providers?

9 PROSPECTIVE JUROR 254: No. Because I would look at the  
10 evidence. Whatever both sides present is what would help the decision  
11 making.

12 MR. ROBERTS: Do you think it's fair that they have to meet a  
13 burden of proof and get over 50 percent certain.

14 PROSPECTIVE JUROR 254: Sure.

15 MR. ROBERTS: More likely true than not true.

16 PROSPECTIVE JUROR 254: It's fair that they have to present.  
17 And if they meet the requirement, there should be no problem making a  
18 decision.

19 MR. ROBERTS: Right even. Who's right and who's wrong.  
20 It's exactly even on both sides for the evidence. Can you still send them  
21 home with nothing, when they're seeking ten a half million?

22 PROSPECTIVE JUROR 254: If it doesn't meet the  
23 requirement. I would have to do what's right. If it doesn't meet the  
24 requirement, do the 51-50, or whatever the Judge orders, then I would  
25 have to do what's right. So all I can say is I'd just have to see the

1 evidence, hear both sides and make a decision. I can't do that until  
2 everything is presented.

3 MR. ROBERTS: Nothing's been presented yet. Are you  
4 leaning towards one side or the other?

5 PROSPECTIVE JUROR 254: No. Neither side.

6 MR. ROBERTS: Thank you, Ms. Wynn.

7 PROSPECTIVE JUROR 254: You're welcome.

8 MR. ROBERTS: I appreciate it. All right. Mr. Ramsey, badge  
9 number.

10 PROSPECTIVE JUROR 219: 219.

11 MR. ROBERTS: So let's talk about some of these same  
12 questions. Do you think that insurance companies look for loopholes?

13 PROSPECTIVE JUROR 219: Not necessarily. I think  
14 individuals look for loopholes, but I don't like to blanket the entire  
15 statement as companies in general. Companies are made up of  
16 individuals, of course.

17 MR. ROBERTS: So no more and no less than people of any  
18 other industry?

19 PROSPECTIVE JUROR 219: No more, no less.

20 MR. ROBERTS: What about the question I asked about  
21 financial institutions. It was brought up because they're heavily  
22 regulated because they've got a sort of -- according to one of our jurors  
23 they sort of have a higher responsibility because of the field that they're  
24 in. Have you ever had a problem with a financial institution?

25 PROSPECTIVE JUROR 219: I have not.

1 MR. ROBERTS: Have you ever been scammed or defrauded  
2 by anyone?

3 PROSPECTIVE JUROR 219: Not that I know of.

4 MR. ROBERTS: Any feelings about the justice system? Is  
5 this a good way to resolve disputes?

6 PROSPECTIVE JUROR 219: Absolutely, yes. Best justice  
7 system in the world, no doubt.

8 MR. ROBERTS: Would you be disappointed if you're not  
9 chosen as a juror in this case? Half of you are going to be chosen.

10 PROSPECTIVE JUROR 219: No, neither way.

11 MR. ROBERTS: Neither way.

12 PROSPECTIVE JUROR 219: I mean if I'm needed, I'll serve.  
13 If not I'll gladly go home and enjoy the rest of my life.

14 MR. ROBERTS: Thank you, Mr. Ramsey. All right. Mr.  
15 Reese, same questions. Badge number?

16 PROSPECTIVE JUROR 094: 094.

17 MR. ROBERTS: Thank you. You've got a great voice. Do  
18 you think insurance companies look for loopholes when they're paying  
19 claims?

20 PROSPECTIVE JUROR 094: Sometimes. I know when I filed  
21 claims for myself or my wife or I believe they've been filed by healthcare  
22 providers. A lot of times they'll send letters asking where the accident  
23 happened, was it involving a motor vehicle, blah, blah, blah. And it's  
24 never been over an accident -- well, just one time. [Indiscernible]  
25 trashing an ankle.

1 MR. ROBERTS: I'm sorry.

2 PROSPECTIVE JUROR 094: But, you know, the other one  
3 was involving a motorcycle. You know, it was on private property. Or,  
4 you know -- so it's like, you know, they're looking for somebody else to  
5 pay the bill. If you want to call that a loophole, which is --

6 MR. ROBERTS: Is it a loophole if it's not covered by the  
7 policy?

8 PROSPECTIVE JUROR 094: No.

9 MR. ROBERTS: What about what Mr. Ramsey said? Do you  
10 agree with him that insurance companies don't do it any more than any  
11 other company, or do you think that insurance --

12 PROSPECTIVE JUROR 094: Well, you know, like was  
13 discussed earlier, corporations are about profit. You know, so they're  
14 going to do what they can to increase their bottom line.

15 MR. ROBERTS: Do you think that's fairly uniform across all  
16 corporations?

17 PROSPECTIVE JUROR 094: Yes.

18 MR. ROBERTS: Ever been scammed or defrauded?

19 PROSPECTIVE JUROR 094: No, but taken advantage of. I've  
20 had a couple of store credit cards charge from 24 to 29 percent interest.

21 MR. ROBERTS: So 24.9 percent interest and that's being  
22 taken advantage of.

23 PROSPECTIVE JUROR 094: I don't have them anymore.

24 MR. ROBERTS: Other than the credit cards?

25 PROSPECTIVE JUROR 094: No, no.

1 MR. ROBERTS: Any bad experience with financial  
2 institutions?

3 PROSPECTIVE JUROR 094: No.

4 MR. ROBERTS: What about the justice system? What do you  
5 think of our justice system?

6 PROSPECTIVE JUROR 094; I think it's great. You know, it's --  
7 I agree with what he said. You know, it's the best in the world.

8 MR. ROBERTS: Very good. Thank you, sir. I appreciate it.  
9 Mr. Cabrales.

10 PROSPECTIVE JUROR 041: 041.

11 MR. ROBERTS: Do you think insurance companies look for  
12 loopholes?

13 PROSPECTIVE JUROR 041: I agree that some insurance  
14 companies, like individuals will take advantage of loop holes  
15 [indiscernible].

16 MR. ROBERTS: More often than other types of companies do  
17 you think?

18 PROSPECTIVE JUROR 041: No.

19 MR. ROBERTS: No. What about, have you ever been  
20 scammed or defrauded by anyone?

21 PROSPECTIVE JUROR 041: Not that I can think of.

22 MR. ROBERTS: Have you ever been taken advantage of by a  
23 financial institution or a bank?

24 PROSPECTIVE JUROR 041: Not that I can think of.

25 MR. ROBERTS: All right. Your mom is an RN?

1 PROSPECTIVE JUROR 041: Mom, a nurse retired, registered  
2 nurses.

3 MR. ROBERTS: Okay. And did you ever hear them talk about  
4 reimbursement disputes?

5 PROSPECTIVE JUROR 041: No.

6 MR. ROBERTS: No. Did you believe that your mom was  
7 underpaid when she was a nurse?

8 PROSPECTIVE JUROR 041: I think that she was overworked.  
9 I don't know about underpaid.

10 MR. ROBERTS: So -- and I apologize if I missed this, but can  
11 you tell me a little bit more about the field investigator duties? What is it  
12 exactly that you do?

13 PROSPECTIVE JUROR 041: So I review reports on claims  
14 about our team members or on our VIP customers, to see theft, burglary  
15 and sometimes [indiscernible] to make sure that the cashiers are  
16 managing money correctly. So I do interviews, the surveillance footage,  
17 that kind of stuff.

18 MR. ROBERTS: Okay. Do you write the reports? Are you a  
19 report writer, or do you give information to someone else who is the  
20 report writer on your team?

21 PROSPECTIVE JUROR 041: Both.

22 MR. ROBERTS: Both.

23 PROSPECTIVE JUROR 041: Yes.

24 MR. ROBERTS: So are you a lead investigator on teams?

25 PROSPECTIVE JUROR 041: We don't really have that

1 position. But I do focus more on the investigative side in our team.

2 MR. ROBERTS: And what's the name of your company  
3 again?

4 PROSPECTIVE JUROR 041: Goodwill of Southern Nevada.

5 MR. ROBERTS: Okay. Very good. When you are doing an  
6 investigation, do you just put the facts down, or do you reach a  
7 conclusion? It is my conclusion that so and so is guilty of fraud, or  
8 embezzlement, or stealing money?

9 PROSPECTIVE JUROR 041: So my job is just to collect  
10 information so that managers and HR can make those kinds of decisions.

11 MR. ROBERTS: Okay. So your reports would not have made  
12 that judgment?

13 PROSPECTIVE JUROR 041: Correct.

14 MR. ROBERTS: Do you work with your managers and  
15 decision makers when they make that? You know, do they come talk to  
16 you and say what do you think? Should we pull the trigger on this and  
17 take action?

18 PROSPECTIVE JUROR 041: Occasionally when we need to  
19 characterize certain actions like suspicious. Given our store policy and  
20 such, but generally speaking no.

21 MR. ROBERTS: Do you know what type of standard your  
22 company required in an investigation before they take action? In other  
23 words, you know, we go back to the last week. Is it a preponderance, is  
24 it clear and convincing, or is it beyond a reasonable doubt before your  
25 company will take action?



1 PROSPECTIVE JUROR 041: What sort of action?

2 MR. ROBERTS: Well, whatever action might be appropriate.  
3 You know, if you're investigating, you know, embezzlement.

4 PROSPECTIVE JUROR 041: Right.

5 MR. ROBERTS: You know, would you go confront someone  
6 and terminate them, or institute legal action? What standard does your  
7 company need before they take an action that's appropriate based on the  
8 allegation?

9 PROSPECTIVE JUROR 041: Yeah, the company policies do  
10 present certain things like, you know, tolerance policies where we would  
11 have to -- it would be our priority to look at it. In terms of confronting,  
12 we often do that in order to gather context about visual evidence. About  
13 -- about certain types of evidence. But in terms of termination, in terms  
14 of suspension, that's a little bit -- that's a higher standard.

15 MR. ROBERTS: How high?

16 PROSPECTIVE JUROR 041: That I wouldn't know. That's  
17 more of a discretion of HR or management. Their direct supervisor.

18 MR. ROBERTS: Okay. Let's start some -- actually, before I  
19 start with a new topic, I started one halfway in between to keep things at  
20 least a little more interesting, not quite as dull. Who here has been  
21 scammed or defrauded, that hasn't been asked the question here in the  
22 back? Ms. Springberg, badge 141.

23 PROSPECTIVE JUROR 141: The unemployment claim, of  
24 fraud that [indiscernible].

25 MR. ROBERTS: Yes.

1 PROSPECTIVE JUROR 141: I Hs [indiscernible].

2 MR. ROBERTS: Can you pull it a little bit closer?

3 PROSPECTIVE JUROR 141: It was the unemployment fraud  
4 [indiscernible], and it caused a lot of -- it was a lot of paperwork and a lot  
5 of report that I had to do.

6 MR. ROBERTS: So it was actually your employer who got  
7 defrauded, right?

8 PROSPECTIVE JUROR 141: Correct.

9 MR. ROBERTS: But you felt like it was also you?

10 PROSPECTIVE JUROR 141: Well, I'm the one who had to file  
11 the police reports. I'm the one that filed with all of the agencies. So it  
12 was fraud under my Social Security number, so it was me.

13 MR. ROBERTS: Right. Oh, okay. I didn't -- I forgot that part.  
14 I apologize.

15 PROSPECTIVE JUROR 141: Yeah.

16 MR. ROBERTS: Do you feel like that situation resolved  
17 favorably? Satisfactorily?

18 PROSPECTIVE JUROR 141: I had no negative repercussions  
19 from it. So I guess, yes.

20 MR. ROBERTS: Do you feel like the person who defrauded  
21 you should have been punished more than they were?

22 PROSPECTIVE JUROR 141: I don't believe that the person  
23 who defrauded me was punished at all. These individuals weren't  
24 identified, so --

25 MR. ROBERTS: Does that bother you?

1 PROSPECTIVE JUROR 141: It bothers me that some  
2 government employee's information was accessed. And nobody really  
3 knows how that happened. So that bothers me.

4 MR. ROBERTS: Thank you. Anybody else? Yes, Mr. Nesci.

5 PROSPECTIVE JUROR 593: 593. Would you consider credit  
6 cards being hacked fraud?

7 MR. ROBERTS: I would. Would you?

8 PROSPECTIVE JUROR 593: Yeah. Four times. And each  
9 time I just got ahold of my credit union and of course, cancelled the  
10 cards. I have fraud protection. Cancelled the cards. Disputed the  
11 charges and the charges were declined all four times.

12 MR. ROBERTS: So it all worked out?

13 PROSPECTIVE JUROR 593: It all worked out. Yes, that  
14 angers me, like she just said. That there's -- it's such a -- there's so many  
15 victims that they don't even bother trying to prosecute them.

16 MR. ROBERTS: So in your case, you would have liked to  
17 have seen repercussions for the people who attempted to defraud you?

18 PROSPECTIVE JUROR 593: Absolutely. I wanted them to go  
19 to Hungary where my credit card was used and get [indiscernible].

20 MR. ROBERTS: All four times for Hungary?

21 PROSPECTIVE JUROR 593: Two times. \$21.78 each charge.  
22 Yeah, it's crazy, but yes.

23 MR. ROBERTS: So has that left sort of a bad taste in your  
24 mouth about the legal system?

25 PROSPECTIVE JUROR 593: No.

1 MR. ROBERTS: Or is it just one of those things?

2 PROSPECTIVE JUROR 593: No, it's just -- it's made me more  
3 aware to -- again like I said earlier, to be my own advocate and to protect  
4 my assets on a daily basis. Look at my accounts and make sure  
5 everything's okay. You have to take care of yourself.

6 MR. ROBERTS: Now is this one of those situations where  
7 going after the people who attempted to defraud you would be morally  
8 right, but it's not practical, so they won't do it? Because there's so much  
9 of it, such small dollars.

10 PROSPECTIVE JUROR 593: Well, it's big dollars. You know,  
11 our country -- yeah, it's big dollars. But I think it's more practical not to  
12 pursue the criminal.

13 MR. ROBERTS: And do you agree with that judgment?

14 PROSPECTIVE JUROR 593: No. No.

15 MR. ROBERTS: Who here agrees with Mr. Nesci that people  
16 should be pursued for something like that even if it's not practical to do  
17 it? Anyone else raise their hand? Yes, sir, Mr. Meyer.

18 PROSPECTIVE JUROR 532: Badge 532. Obviously, credit  
19 card fraud. And also we had, I don't know if it's been followed, or what  
20 you're getting at, but we purchased a new home, existing home about  
21 six years ago. And a week after we moved in, the title company missed  
22 a judgment on the previous owner. So we were about to lose our new  
23 home that we just got. But we fortunately had title insurance, and I  
24 recommend that everybody buying a home. So the title insurance took  
25 care of it. I wasn't real pleased with the title -- with the previous owner. I

1 don't know if they did not disclose they had a judgment or what actually  
2 happened. But nothing ever happened with them. And then obviously  
3 the credit card fraud it was all taken care of. But they need to stop it.  
4 They issued a credit card, so I didn't lose any money on that.

5 MR. ROBERTS: So ultimately both those situations resolved  
6 favorably for you?

7 PROSPECTIVE JUROR 593: They were, yes.

8 MR. ROBERTS: And you were pleased with the outcomes?

9 PROSPECTIVE JUROR 593: Well, I [indiscernible] was. But  
10 again, I wasn't real happy with the previous owner of our home getting  
11 away with stuff, too.

12 MR. ROBERTS: Do you think that previous owner who failed  
13 to disclose perhaps a judgment lien against the property that you now  
14 own should have faced some repercussions?

15 PROSPECTIVE JUROR 593: I believe they should have.

16 MR. ROBERTS: Do you have any knowledge of whether they  
17 were [indiscernible] repercussions?

18 PROSPECTIVE JUROR 593: To my knowledge, they were not.

19 MR. ROBERTS: Do you think practically speaking it would  
20 have been tough to do that? To go after them.

21 PROSPECTIVE JUROR 593: Without the title insurance?

22 MR. ROBERTS: Uh-huh.

23 PROSPECTIVE JUROR 593: Yes, it would have been. It  
24 would have been. We probably would have lost our home.

25 MR. ROBERTS: So it was a big judgment?

1 PROSPECTIVE JUROR 593: Well, less than \$10 million. It  
2 was a good size amount.

3 MR. ROBERTS: Thank you, Mr. Meyer. Any other hands?  
4 Scammed, defrauded, taken advantage of by a financial institution?

5 One of the questions that Mr. Zavitsanos asked was  
6 Obamacare, Affordable Care Act, good for the country, bad for the  
7 country. Okay. Let me ask about that a little broader. As things work  
8 the way they do now, who has an unfavorable view of the healthcare  
9 system in this country, the way it is now? Can I just have a show of  
10 hands?

11 No one's with Mr. Nesci here? Okay. So maybe three of you,  
12 just an unfavorable view of the way things work. And everyone else, are  
13 you just sort of no opinion, or is there anyone here who thinks, man, the  
14 healthcare system -- we've got the best in the world in the United States?  
15 For the record, was that a laugh, Mr. Meyer?

16 PROSPECTIVE JUROR 532: Yes.

17 MR. ROBERTS: All right. Let's see if you did your  
18 homework for me. Where's the microphone? Okay. Let's pass it back.  
19 And we'll go in order starting with Ms. Gonzaga. And I'm going to get  
20 two questions in one here. I have a multiple choice test, and then an  
21 answer to our question about your most admired person.

22 MR. ZAVITSANOS: And I'm sorry, Your Honor. Could I get  
23 counsel to just state the juror number, please, as we go through?

24 MR. ROBERTS: Sure. Ms. Gonzaga, badge 74. But I haven't  
25 asked the question yet.

1                   So in addition to telling me your most admired person, living  
2 or dead, public figure, I want you to answer a multiple choice question.  
3 My property taxes, A) they're too high, B) they're fair, or C) I don't pay  
4 property taxes. Okay.

5                   PROSPECTIVE JUROR 074: 074, I would say Mother Teresa  
6 just due to her compassion and selflessness of the positive community --  
7 the positive work that she would do around the community and the  
8 world. And my answer would be C.

9                   MR. ROBERTS: Thank you, Ms. Gonzaga. Ms. Springberg,  
10 badge 141.

11                  PROSPECTIVE JUROR 141: I actually gave this question  
12 about the public figure a lot of thought. And I don't have an answer for  
13 you. So there are a lot of people I admire the qualities that they have. I  
14 don't -- I didn't just want to pick one of them. So I don't really have a  
15 public figure that I admire better.

16                  MR. ROBERTS: Tell me what qualities you admire most in a  
17 public figure that you thought of.

18                  PROSPECTIVE JUROR 141: Integrity, compassion, empathy,  
19 someone who is direct, forthright. And those would be -- those are  
20 qualities that I admire in public figures or in anybody. So yeah. There  
21 wasn't one person I wanted to identify. I'm sorry. You asked about the  
22 question that was multiple choice?

23                  MR. ROBERTS: Yes. My property taxes, too high, A, B, fair,  
24 C, I don't pay them.

25                  PROSPECTIVE JUROR 141: I guess B, fair. I don't really think

1 about it because I don't have a choice. It's just something I pay and it's  
2 over.

3 MR. ROBERTS: I left too low out, you know. Could you pass  
4 the mic to Ms. Landau, please, badge 283.

5 PROSPECTIVE JUROR 283: For my person I chose Sojourner  
6 Truth. And she was a female's rights activist in the 19th Century. And  
7 then, for your multiple choice question, I would have to go with C.

8 MR. ROBERTS: Thank you. Mr. Walker, badge 450?

9 PROSPECTIVE JUROR 450: My public figure that I picked --  
10 that I picked was Martin Luther King. One thing I liked about him was  
11 that he was a person that stood up for what was right and that he found  
12 an alternative other than using violence. He found an alternative to get  
13 his point across. And for the question, the multiple choice, it would be C.

14 MR. ROBERTS: B?

15 PROSPECTIVE JUROR 450: C like cat.

16 MR. ROBERTS: C like cat. Thank you, Mr. Walker. Mr.  
17 Zabinski, badge --

18 PROSPECTIVE JUROR 494: 494.

19 MR. ROBERTS: 494. Thank you.

20 PROSPECTIVE JUROR 494: Multiple choice would be C as in  
21 cat. And then I would say Jesus would be somebody that I most admire  
22 and respect. His philosophy basically is about treating people how you  
23 would want to be treated yourself. And that's kind of a golden rule. Not  
24 getting into religion, but just treat people the way you want to be treated,  
25 and the world would be a much better place.



1 MR. ROBERTS: Thank you, Mr. Zabinski. Ms. Friedrich,  
2 badge 522?

3 PROSPECTIVE JUROR 522: My -- the multiple choice would  
4 be B. And my admired person would be Florence Nightingale just for all  
5 the things that she did to make the nursing career as it is now.

6 MR. ROBERTS: Thank you. Ms. Ross, badge 93?

7 PROSPECTIVE JUROR 093: Yes. The answer to multiple  
8 choice -- multiple choice would be B. And then, yeah, I don't know. I  
9 don't really -- I can't really think of someone that I admire. I don't -- I  
10 mean, I admire qualities in people, but I don't really have anybody  
11 specific that I would admire.

12 MR. ROBERTS: Can you -- can you give me a list of qualities  
13 like Ms. Springberg did?

14 PROSPECTIVE JUROR 093: So like honesty, integrity,  
15 compassion. Like, people who do, like, volunteer work. Like he said, you  
16 know, you should always treat people how you want to be treated. So  
17 respect. Good qualities.

18 MR. ROBERTS: Thank you, Ms. Ross. If you could pass it to  
19 Ms. Carr, badge 49, please.

20 PROSPECTIVE JUROR 049: Yes. 049. For the property tax  
21 question, B. I think it's fair coming from California. For the person I  
22 admire, I kind of struggled with this. And through conversation with  
23 friends over the weekend just about what's going on with lives, I have a  
24 girlfriend who is dealing with infidelity in her marriage. And that's a  
25 really, really tough thing for, you know, anyone and any couple to get

1 through. And I kind of landed on Hilary Clinton for this because she  
2 dealt with infidelity in her marriage in a -- in the public eye. Everybody  
3 felt like they were entitled to details. And somehow, she and her  
4 husband were able to find a way to work through it, and stayed together,  
5 which I feel like is not something every couple would be able to do. That  
6 takes a certain amount of strength.

7 MR. ROBERTS: Thanks for --

8 PROSPECTIVE JUROR 049: That's my answer.

9 MR. ROBERTS: -- thanks for putting so much thought into  
10 that. I appreciate it, Ms. Carr. Mr. Torres, badge --

11 PROSPECTIVE JUROR 038: 038. I thought long on this last  
12 night. It would be Abraham Lincoln for what he did. Gave the freedom  
13 and rights to the people.

14 MR. ROBERTS: And that was --

15 PROSPECTIVE JUROR 038: Oh, and my taxes, they're paid.

16 MR. ROBERTS: Fair. Very good. Thank you, Mr. Torres. Mr.  
17 Nesci, badge --

18 PROSPECTIVE JUROR 593: 593. Taxes, A, too high. And the  
19 person I admire most would be Jackie Robinson. April 15th, 1947, for  
20 the Brooklyn Dodgers, he broke the color barrier in baseball. And the  
21 adversity that he had to overcome, horrendous, horrendous adversity  
22 and racism. He changed the game for the better. And ultimately, he  
23 changed the whole country for the better.

24 MR. ROBERTS: Did you see the movie?

25 PROSPECTIVE JUROR 593: Heck yeah, I did.

1 MR. ROBERTS: And question, have you ever lived in  
2 California? I know you told us you were going to Palm Springs. Have  
3 you ever owned property there?

4 PROSPECTIVE JUROR 593: I never have. But -- are you  
5 asking about the property taxes?

6 MR. ROBERTS: I am. I was just curious.

7 PROSPECTIVE JUROR 593: Yeah. Well, I just have a -- you're  
8 going to put me on my soap box, you know. I have a child that I'm  
9 paying for college. Why do I still have to pay all those taxes for the  
10 school? I have no children at school. I'll pay taxes of my property. But  
11 look at the breakdown of your property taxes, and the majority of them  
12 are for Clark County School District. I don't think that's fair.

13 MR. ROBERTS: Understood. Thank you, sir.

14 PROSPECTIVE JUROR 593: You're welcome.

15 MR. ROBERTS: Mr. Rucker, badge --

16 PROSPECTIVE JUROR 564: 564. B on the taxes. They're not  
17 too bad. And Barack Obama. And I say that because at least he took a  
18 stab at healthcare. Okay. At least he had the guts to try it. Whether we  
19 agree with it or not, he tried. And that means a lot to me.

20 MR. ROBERTS: Thank you, sir. Mr. Meyer, badge --

21 PROSPECTIVE JUROR 532: 532. I'm going to go with B. I  
22 think the taxes -- property taxes are not bad. After thought, I came up  
23 with Vince Lombardi. I look back to back in the '60s when he had groups  
24 of athletes coming on from such small colleges that didn't have the  
25 training, the background, the knowledge of big colleges. And he took

1 these group of kids and disciplined them and tried to fix them into a  
2 fantastic team. Plus, he instilled in their minds that they're not going to  
3 play football for the rest of their life, so they need to look beyond that to  
4 get another pick of a career going. I think just doing that was fantastic  
5 for these kids coming out of college. A lot of them didn't even go to  
6 college that he took in.

7 MR. ROBERTS: Which team did he do the best job for?

8 PROSPECTIVE JUROR 532: I think he did the best job with  
9 the Green Bay Packers.

10 MR. ZAVITSANOS: Let me see if I can slide under this table  
11 here or something.

12 PROSPECTIVE JUROR 532: That would be one humble  
13 opinion.

14 MR. ROBERTS: Thank you. Thank you so much. If you  
15 could pass it up to Ms. Wilson, badge 95.

16 PROSPECTIVE JUROR 095: For property taxes, B. Having  
17 come from New York, we're very fair here. And my most admired is --  
18 and the judge is going to think I'm sucking up here, but it's Ruth Bader  
19 Ginsburg. Just -- I just -- everything that she stood for, aside from the  
20 politics, I think that -- well, I can't say that in court what I was going to  
21 say. Tough woman. She stood up for what was right. Very supportive  
22 with her husband. I just -- everything about her, I admire.

23 MR. ROBERTS: Brilliant legal servant --

24 PROSPECTIVE JUROR 095: Absolutely.

25 MR. ROBERTS: -- as a lawyer.

1 PROSPECTIVE JUROR 095: Yes.

2 MR. ROBERTS: Thank you for that answer.

3 PROSPECTIVE JUROR 095: Thank you.

4 MR. ROBERTS: I appreciate it. Ms. Hortillas, badge 114.

5 PROSPECTIVE JUROR 114: 114. Property tax, my answer is

6 C. And about the public figure, I can't think of any. Ellen DeGeneres.

7 She's funny and very generous.

8 MR. ROBERTS: Funny and generous. Good qualities. Thank  
9 you.

10 PROSPECTIVE JUROR 116: 116. So property tax, B. And  
11 then somebody I do admire, I picked Serena Williams just because of her  
12 determination, and perseverance, and all she was able to accomplish in  
13 her career.

14 MR. ROBERTS: Have you seen the new Wonder Woman  
15 commercial?

16 PROSPECTIVE JUROR 116: Oh, no, I haven't.

17 MR. ROBERTS: I'm sure. Look for it. Thank you, Ms.  
18 Trambulo. Ms. Dudley?

19 PROSPECTIVE JUROR 224: 224. So I have way too many  
20 names that come up in my mind, of course. But anyone who can break  
21 down ego and make somebody better and cause deeper inquiry. So first  
22 off, I will say Jesus Christ because he -- you have to become more  
23 humble and appreciate the sacrifice. I adore [indiscernible]. I adore  
24 Mother Mary, St. Bridget. So it's more qualities within individuals that  
25 just make beings overall better. And then I don't quite pay property tax.