

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.

Electronically Filed
Apr 18 2023 09:36 PM
Elizabeth A. Brown
Clerk of Supreme Court

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

**APPELLANTS' APPENDIX
VOLUME 53
PAGES 13,001-13,250**

K. LEE BLALACK II
(*pro hac vice*)
JONATHAN D. HACKER (*pro hac*
vice forthcoming)
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, D.C. 20006

DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
ABRAHAM G. SMITH (SBN 13,250)
KORY J. KOERPERICH (SBN 14,559)
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Pkwy., Ste. 600
Las Vegas, Nevada 89169

D. LEE ROBERTS (SBN 8877)
COLBY L. BALKENBUSH
(SBN 13,066)
WEINBERG, WHEELER,
HUDGINS, GUNN & DIAL, LLC
6385 South Rainbow Blvd.,
Ste. 400
Las Vegas, Nevada 89118

Attorneys for Appellants/Petitioners

CHRONOLOGICAL TABLE OF CONTENTS TO APPENDIX

Tab	Document	Date	Vol.	Pages
1.	Complaint (Business Court)	04/15/19	1	1–17
2.	Peremptory Challenge of Judge	04/17/19	1	18–19
3.	Summons - UMR, Inc. dba United Medical Resources	04/25/19	1	20–22
4.	Summons – United Health Care Services Inc. dba UnitedHealthcare	04/25/19	1	23–25
5.	Summons – United Healthcare Insurance Company	04/25/19	1	26–28
6.	Summons – Health Plan of Nevada, Inc.	04/30/19	1	29–31
7.	Summons – Sierra Health-Care Options, Inc.	04/30/19	1	32–34
8.	Summons – Sierra Health and Life Insurance Company, Inc.	04/30/19	1	35–37
9.	Summons – Oxford Health Plans, Inc.	05/06/19	1	38–41
10.	Notice of Removal to Federal Court	05/14/19	1	42–100
11.	Motion to Remand	05/24/19	1	101–122
12.	Defendants’ Statement of Removal	05/30/19	1	123–126
13.	Freemont Emergency Services (MANDAVIA), Ltd’s Response to Statement of Removal	05/31/19	1	127–138
14.	Defendants’ Opposition to Fremont Emergency Services (MANDAVIA), Ltd.’s Motion to Remand	06/21/19	1 2	139–250 251–275
15.	Rely in Support of Motion to Remand	06/28/19	2	276–308
16.	Civil Order to Statistically Close Case	12/10/19	2	309
17.	Amended Motion to Remand	01/15/20	2	310–348

Tab	Document	Date	Vol.	Pages
18.	Defendants' Opposition to Plaintiffs' Amended Motion to Remand	01/29/20	2	349–485
19.	Reply in Support of Amended Motion to Remand	02/05/20	2 3	486–500 501–518
20.	Order	02/20/20	3	519–524
21.	Order	02/24/20	3	525–542
22.	Notice of Entry of Order Re: Remand	02/27/20	3	543–552
23.	Defendants' Motion to Dismiss	03/12/20	3	553–698
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
25.	Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	752–783
26.	Appendix of Exhibits in Support of Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	784–908
27.	Recorder's Transcript of Proceedings Re: Motions	04/03/20	4	909–918
28.	Defendants' Reply in Support of Motion to Dismiss	05/07/20	4	919–948
29.	Recorder's Transcript of Proceedings Re: Pending Motions	05/14/20	4	949-972
30.	First Amended Complaint	05/15/20	4 5	973–1000 1001–1021
31.	Recorder's Transcript of Hearing All Pending Motions	05/15/20	5	1022–1026
32.	Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint	05/26/20	5	1027–1172

Tab	Document	Date	Vol.	Pages
33.	Defendants' Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	05/26/20	5	1173–1187
34.	Plaintiffs' Opposition to Defendants' Motion to Dismiss First Amended Complaint	05/29/20	5 6	1188–1250 1251–1293
35.	Plaintiffs' Opposition to Defendants' Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	05/29/20	6	1294–1309
36.	Defendants' Reply in Support of Motion to Dismiss Plaintiffs' First Amended Complaint	06/03/20	6	1310–1339
37.	Defendants' Reply in Support of Their Supplemental Brief in Support of Their Motions to Dismiss Plaintiff's First Amended Complaint	06/03/20	6	1340–1349
38.	Transcript of Proceedings, All Pending Motions	06/05/20	6	1350–1384
39.	Transcript of Proceedings, All Pending Motions	06/09/20	6	1385–1471
40.	Notice of Entry of Order Denying Defendants' (1) Motion to Dismiss First Amended Complaint; and (2) Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	06/24/20	6 7	1472–1500 1501–1516
41.	Notice of Entry of Stipulated Confidentiality and Protective Order	06/24/20	7	1517–1540
42.	Defendants' Answer to Plaintiffs' First Amended Complaint	07/08/20	7	1541–1590

Tab	Document	Date	Vol.	Pages
43.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/09/20	7	1591–1605
44.	Joint Case Conference Report	07/17/20	7	1606–1627
45.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/23/20	7	1628–1643
46.	Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1644–1663
47.	Amended Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1664–1683
48.	Errata	08/04/20	7	1684
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
50.	Defendants' Opposition to Plaintiffs' Motion to Compel Defendants' Production of Claims File for At-Issue Claims, Or, in The Alternative, Motion in Limine on Order Shortening Time	09/04/20	8	1846–1932
51.	Recorder's Transcript of Proceedings Re: Pending Motions	09/09/20	8	1933–1997
52.	Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/21/20	8 9	1998–2000 2001–2183
53.	Notice of Entry of Order Granting, in Part Plaintiffs' Motion to Compel Defendants' Production of Claims for At-Issue Claims,	09/28/20	9	2184–2195

Tab	Document	Date	Vol.	Pages
	Or, in The Alternative, Motion in Limine			
54.	Errata to Plaintiffs' Motion to Compel Defendants' List of Witnesses Production of Documents and Answers to Interrogatories	09/28/20	9	2196–2223
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
56.	Defendants' Opposition to Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents, and Answers to Interrogatories on Order Shortening Time	10/06/20	10	2293–2336
57.	Reply in Support of 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	10/07/20	10	2337–2362
58.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/08/20	10	2363–2446
59.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/22/20	10	2447–2481
60.	Defendants' Objections to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/23/20	10 11	2482–2500 2501–2572
61.	Defendants' Objections to Plaintiffs to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/26/20	11	2573–2670

Tab	Document	Date	Vol.	Pages
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
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
64.	Defendants' Objections to Plaintiffs' Order Denying Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs' to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	11/02/20	11	2696–2744
65.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	11/04/20	11 12	2745–2750 2751–2774
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
67.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/23/20	12	2786–2838
68.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/30/20	12	2839–2859
69.	Notice of Entry of Stipulated Electronically Stored Information Protocol Order	01/08/21	12	2860–2874

Tab	Document	Date	Vol.	Pages
70.	Appendix to Defendants' Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/08/21	12 13 14	2875–3000 3001–3250 3251–3397
71.	Defendants' Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/11/21	14	3398–3419
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
73.	Recorder's Partial Transcript of Proceedings Re: Motions (Unsealed Portion Only)	01/13/21	14	3439–3448
74.	Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14	3449–3465
75.	Appendix to Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14 15	3466–3500 3501–3658
76.	Recorder's Transcript of Proceedings Re: Motions	01/21/21	15	3659–3692
77.	Notice of Entry of Order Granting Defendants' Motion for Appointment of Special Master	02/02/21	15	3693–3702
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
79.	Motion for Reconsideration of Order Denying Defendants' Motion to Compel	02/18/21	15 16	3714–3750 3751–3756

Tab	Document	Date	Vol.	Pages
	Plaintiffs Responses to Defendants' First and Second Requests for Production			
80.	Recorder's Transcript of Proceedings Re: Motions	02/22/21	16	3757–3769
81.	Recorder's Transcript of Proceedings Re: Motions	02/25/21	16	3770–3823
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
83.	Plaintiffs' Opposition to Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/04/21	16	3833–3862
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
85.	Errata to Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/12/21	16	3884–3886
86.	Notice of Entry of Report and Recommendation #1	03/16/21	16	3887–3894
87.	Reply in Support of Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/16/21	16	3895–3909
88.	Recorder's Transcript of Hearing All Pending Motions	03/18/21	16	3910–3915

Tab	Document	Date	Vol.	Pages
89.	Defendants' Opposition to Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not be Held in Contempt and for Sanctions	03/22/21	16	3916–3966
90.	Recorder's Transcript of Hearing All Pending Motions	03/25/21	16	3967–3970
91.	Notice of Entry of Report and Recommendation #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	03/29/21	16	3971–3980
92.	Recorder's Transcript of Hearing Motion to Associate Counsel on OST	04/01/21	16	3981–3986
93.	Recorder's Transcript of Proceedings Re: Motions	04/09/21	16 17	3987–4000 4001–4058
94.	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	04/12/21	17	4059–4079
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
96.	Recorder's Transcript of Hearing All Pending Motions	04/21/21	17	4092–4095
97.	Notice of Entry of Order Denying Motion for Reconsideration of Court's Order Denying Defendants' Motion to Compel Responses to	04/26/21	17	4096–4108

Tab	Document	Date	Vol.	Pages
	Defendants' First and Second Requests for Production			
98.	Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	04/28/21	17	4109–4123
99.	Defendants' Errata to Their Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production	05/03/21	17	4124–4127
100.	Defendants' Objections to Plaintiffs' Proposed Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	05/05/21	17	4128–4154
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
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
103.	Recorder's Transcript of Proceedings Re: Motions	05/28/21	17	4166–4172
104.	Notice of Entry of Report and Recommendation #7 Regarding Defendants'	06/03/21	17	4173–4184

Tab	Document	Date	Vol.	Pages
	Motion to Compel Plaintiffs' Responses to Defendants' Amended Third Set of Requests for Production of Documents			
105.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/03/21	17	4185–4209
106.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/04/21	17	4210–4223
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
108.	Defendants' Objections to Special Master Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Requests for Production of Documents	06/17/21	17	4227–4239
109.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/23/21	17 18	4240–4250 4251–4280
110.	Plaintiffs' Response to Defendants' Objection to Special Master's Report and Recommendation #7 Regarding Defendants' Motion to Compel Responses to Amended Third Set of Request for Production of Documents	06/24/21	18	4281–4312
111.	Notice of Entry Report and Recommendations #9 Regarding Pending Motions	07/01/21	18	4313–4325
112.	United's Reply in Support of Motion to Compel Plaintiffs' Production of Documents	07/12/21	18	4326–4340

Tab	Document	Date	Vol.	Pages
	About Which Plaintiffs' Witnesses Testified on Order Shortening Time			
113.	Recorder's Transcript of Proceedings Re: Motions Hearing	07/29/21	18	4341–4382
114.	Notice of Entry of Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	08/03/21	18	4383–4402
115.	Notice of Entry of Order Affirming and Adopting 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 and Overruling Objection	08/09/21	18	4403–4413
116.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4414–4424
117.	Amended Notice of Entry of Order Affirming and Adopting 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 and Overruling Objection	08/09/21	18	4425–4443
118.	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Second Set of Requests for Production on Order Shortening Time and	08/09/21	18	4444–4464

Tab	Document	Date	Vol.	Pages
	Overruling Objection			
119.	Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Violating Protective Order	08/10/21	18	4465–4486
120.	Notice of Entry of Report and Recommendation #11 Regarding Defendants’ Motion to Compel Plaintiffs’ Production of Documents About Which Plaintiffs’ Witnesses Testified	08/11/21	18	4487–4497
121.	Recorder’s Transcript of Proceedings Re: Motions Hearing (Unsealed Portion Only)	08/17/21	18 19	4498–4500 4501–4527
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
123.	Recorder’s Transcript of Proceedings Re: Motions Hearing	09/02/21	19	4610–4633
124.	Reply Brief on “Motion for Order to Show Cause Why Plaintiffs Should Not Be Hold in Contempt and Sanctioned for Violating Protective Order”	09/08/21	19	4634–4666
125.	Recorder’s Partial Transcript of Proceedings Re: Motions Hearing	09/09/21	19	4667–4680
126.	Recorder’s Partial Transcript of Proceedings Re: Motions Hearing (Via Blue Jeans)	09/15/21	19	4681–4708
127.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 6 Regarding Defendants’ Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions and Overruling Objection	09/16/21	19	4709–4726

Tab	Document	Date	Vol.	Pages
128.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Request for Production of Documents and Overruling Objection	09/16/21	19	4727–4747
129.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed No to Answer and Overruling Objection	09/16/21	19 20	4748–4750 4751–4769
130.	Defendants' Motion for Partial Summary Judgment	09/21/21	20	4770–4804
131.	Defendants' Motion in Limine No. 1: Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Agreements with other Market Players and Related Negotiations	09/21/21	20	4805–4829
132.	Defendants' Motion in Limine No. 2: Motion Offered in the Alternative to MIL No. 1, to Preclude Plaintiffs from Offering Evidence Relating to Defendants' Agreements with Other Market Players and Related Negotiations	09/21/21	20	4830–4852
133.	Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Process and Reasonableness of billed Charges if Motion in Limine No. 3 is Denied	09/21/21	20	4853–4868
134.	Defendants' Motion in Limine No. 10 to Exclude Reference of Defendants' Corporate Structure (Alternative Motion to be Considered Only if court Denies Defendants' Counterpart Motion in Limine No. 9)	09/21/21	20	4869–4885

Tab	Document	Date	Vol.	Pages
135.	Defendants' Motion in Limine No. 13: Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Collection Practices for Healthcare Claims	09/21/21	20	4886–4918
136.	Defendants' Motion in Limine No. 14: Motion Offered in the Alternative to MIL No. 13 to Preclude Plaintiffs from Contesting Defendants' Defenses Relating to Claims that were Subject to Settlement Agreement Between CollectRX and Data iSight; and Defendants' Adoption of Specific Negotiation Thresholds for Reimbursement Claims Appealed or Contested by Plaintiffs	09/21/21	20	4919–4940
137.	Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	09/21/21	20	4941–4972
138.	Defendants' Motion in Limine No. 7 to Authorize Defendants to Offer Evidence of the Costs of the Services that Plaintiffs Provided	09/22/21	20 21	4973–5000 5001–5030
139.	Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided	09/22/21	21	5031–5054
140.	Defendants' Motion in Limine No. 9 to Authorize Defendants to Offer Evidence of Plaintiffs Organizational, Management, and Ownership Structure, Including Flow of Funds Between Related Entities, Operating Companies, Parent Companies, and Subsidiaries	09/22/21	21	5055–5080
141.	Defendants' Opposition to Plaintiffs' Motion	09/29/21	21	5081–5103

Tab	Document	Date	Vol.	Pages
	in Limine No. 1: 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			
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
143.	Plaintiffs' Opposition to Defendants' Motion in Limine Nos. 3, 4, 5, 6 Regarding Billed Charges	09/29/21	21	5115–5154
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
145.	Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/04/21	21	5170–5201
146.	Transcript of Proceedings Re: Motions (Via Blue Jeans)	10/06/21	21	5202–5234
147.	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/07/21	21	5235–5245
148.	Second Amended Complaint	10/07/21	21 22	5246–5250 5251–5264
149.	Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and-or Argument Regarding the Fact that Plaintiffs Have	10/08/21	22	5265–5279

Tab	Document	Date	Vol.	Pages
	Dismissed Certain Claims and Parties on Order Shortening Time			
150.	Defendants' Answer to Plaintiffs' Second Amended Complaint	10/08/21	22	5280–5287
151.	Defendants' Objections to Plaintiffs' NRCP 16.1(a)(3) Pretrial Disclosures	10/08/21	22	5288–5294
152.	Plaintiffs' Objections to Defendants' Pretrial Disclosures	10/08/21	22	5295–5300
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
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
155.	Defendants' Opposition to 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	10/18/21	22	5323–5333
156.	Media Request and Order Allowing Camera Access to Court Proceedings (Legal Newsline)	10/18/21	22	5334–5338
157.	Transcript of Proceedings Re: Motions	10/19/21	22 23	5339–5500 5501–5561
158.	Amended Transcript of Proceedings Re: Motions	10/19/21	23 24	5562–5750 5751–5784
159.	Amended Transcript of Proceedings Re: Motions	10/20/21	24	5785–5907
160.	Transcript of Proceedings Re: Motions	10/22/21	24	5908–6000

Tab	Document	Date	Vol.	Pages
			25	6001–6115
161.	Notice of Entry of Order Denying Defendants’ Motion for Partial Summary Judgment	10/25/21	25	6116–6126
162.	Recorder’s Transcript of Jury Trial – Day 1	10/25/21	25 26	6127–6250 6251–6279
163.	Recorder’s Transcript of Jury Trial – Day 2	10/26/21	26	6280–6485
164.	Joint Pretrial Memorandum Pursuant to EDRC 2.67	10/27/21	26 27	6486–6500 6501–6567
165.	Recorder’s Transcript of Jury Trial – Day 3	10/27/21	27 28	6568–6750 6751–6774
166.	Recorder’s Transcript of Jury Trial – Day 4	10/28/21	28	6775–6991
167.	Media Request and Order Allowing Camera Access to Court Proceedings (Dolcefino Communications, LLC)	10/28/21	28 28	6992–6997
168.	Media Request and Order Allowing Camera Access to Court Proceedings (Dolcefino Communications, LLC)	10/28/21	28 29	6998–7000 7001–7003
169.	Defendants’ Objection to Media Requests	10/28/21	29	7004–7018
170.	Supplement to Defendants’ Objection to Media Requests	10/31/21	29	7019–7039
171.	Notice of Entry of Order Denying Defendants’ Motion in Limine No. 1 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs’ Agreements with Other Market Players and Related Negotiations	11/01/21	29	7040–7051
172.	Notice of Entry of Order Denying Defendants’ Motion in Limine No. 2: Motion Offered in the Alternative to MIL No. 1, to Preclude Plaintiffs from Offering Evidence	11/01/21	29	7052–7063

Tab	Document	Date	Vol.	Pages
	Relating to Defendants' Agreements with Other Market Players and Related Negotiations			
173.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 3 to Allow Reference to Plaintiffs' Decision Making Processes Regarding Setting Billed Charges	11/01/21	29	7064–7075
174.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Processes and Reasonableness of Billed Charges if Motion in Limine No. 3 is Denied	11/01/21	29	7076–7087
175.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 12, Paired with Motion in Limine No. 11, to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement	11/01/21	29	7088–7099
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
178.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the	11/01/21	29	7124–7135

Tab	Document	Date	Vol.	Pages
	Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided			
179.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 10 to Exclude Evidence of Defendants' Corporate Structure (Alternative Motion to be Considered Only if Court Denies Defendants' Counterpart Motion in Limine No. 9)	11/01/21	29	7136–7147
180.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 11, Paired with Motion in Limine No. 12, to Authorize Defendants to Discuss Plaintiffs' Conduct and Deliberations in Negotiating Reimbursement	11/01/21	29	7148–7159
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
183.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 15 to Preclude Reference and Testimony	11/01/21	29	7184–7195

Tab	Document	Date	Vol.	Pages
	Regarding the TeamHealth Plaintiffs Policy not to Balance Bill			
184.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 18 to Preclude Testimony of Plaintiffs' Non-Retained Expert Joseph Crane, M.D.	11/01/21	29	7196–7207
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
189.	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	11/01/21	30	7256–7267
190.	Notice of Entry of Order Denying Defendants' Motion in Limine to Preclude Certain Expert Testimony and Fact Witness Testimony by Plaintiffs' Non-Retained	11/01/21	30	7268–7279

Tab	Document	Date	Vol.	Pages
	Expert Robert Frantz, M.D.			
191.	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	11/01/21	30	7280–7291
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
193.	Notice of Entry of Order Denying Defendants' Motion to Strike Supplement Report of David Leathers	11/01/21	30	7355–7366
194.	Plaintiffs' Notice of Amended Exhibit List	11/01/21	30	7367–7392
195.	Plaintiffs' Response to Defendants' Objection to Media Requests	11/01/21	30	7393–7403
196.	Recorder's Transcript of Jury Trial – Day 5	11/01/21	30 31	7404–7500 7501–7605
197.	Recorder's Transcript of Jury Trial – Day 6	11/02/21	31 32	7606–7750 7751–7777
198.	Defendants' Deposition Designations and Objections to Plaintiffs' Deposition Counter-Designations	11/03/21	32	7778–7829
199.	Defendants' Objections to Plaintiffs' Proposed Order Granting in Part and Denying in Part Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	11/03/21	32	7830–7852
200.	Notice of Entry of Order Affirming and	11/03/21	32	7853–7874

Tab	Document	Date	Vol.	Pages
	Adopting Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified			
201.	Recorder's Transcript of Jury Trial – Day 7	11/03/21	32 33	7875–8000 8001–8091
202.	Notice of Entry of Order Granting Defendants' Motion in Limine No. 17	11/04/21	33	8092–8103
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
208.	Plaintiffs' Notice of Deposition Designations	11/04/21	33 34	8166–8250 8251–8342
209.	1st Amended Jury List	11/08/21	34	8343
210.	Recorder's Transcript of Jury Trial – Day 8	11/08/21	34 35	8344–8500 8501–8514
211.	Recorder's Amended Transcript of Jury Trial – Day 9	11/09/21	35	8515–8723
212.	Recorder's Transcript of Jury Trial – Day 9	11/09/21	35 36	8724–8750 8751–8932
213.	Recorder's Transcript of Jury Trial – Day 10	11/10/21	36	8933–9000

Tab	Document	Date	Vol.	Pages
			37	9001–9152
214.	Defendants’ Motion for Leave to File Defendants’ Preliminary Motion to Seal Attorneys’ Eyes Only Documents Used at Trial Under Seal	11/12/21	37	9153–9161
215.	Notice of Entry of Order Granting in Part and Denying in Part Plaintiffs’ Motion in Limine to Exclude Evidence Subject to the Court’s Discovery Orders	11/12/21	37	9162–9173
216.	Plaintiffs’ Trial Brief Regarding Defendants’ Prompt Payment Act Jury Instruction Re: Failure to Exhaust Administrative Remedies	11/12/21	37	9174–9184
217.	Recorder’s Transcript of Jury Trial – Day 11	11/12/21	37 38	9185–9250 9251–9416
218.	Plaintiffs’ Trial Brief Regarding Specific Price Term	11/14/21	38	9417–9425
219.	2nd Amended Jury List	11/15/21	38	9426
220.	Defendants’ Proposed Jury Instructions (Contested)	11/15/21	38	9427–9470
221.	Jointly Submitted Jury Instructions	11/15/21	38	9471–9495
222.	Plaintiffs’ Proposed Jury Instructions (Contested)	11/15/21	38 39	9496–9500 9501–9513
223.	Plaintiffs’ Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/15/21	39	9514–9521
224.	Recorder’s Transcript of Jury Trial – Day 12	11/15/21	39 40	9522–9750 9751–9798
225.	Defendants’ Response to TeamHealth Plaintiffs’ Trial Brief Regarding Defendants’ Prompt Pay Act Jury Instruction Re: Failure to Exhaust Administrative	11/16/21	40	9799–9806

Tab	Document	Date	Vol.	Pages
	Remedies			
226.	General Defense Verdict	11/16/21	40	9807–9809
227.	Plaintiffs’ Proposed Verdict Form	11/16/21	40	9810–9819
228.	Recorder’s Transcript of Jury Trial – Day 13	11/16/21	40 41	9820–10,000 10,001–10,115
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
230.	Response to Plaintiffs’ Trial Brief Regarding Specific Price Term	11/16/21	41	10,153–10,169
231.	Special Verdict Form	11/16/21	41	10,169–10,197
232.	Trial Brief Regarding Jury Instructions on Formation of an Implied-In-Fact Contract	11/16/21	41	10,198–10,231
233.	Trial Brief Regarding Jury Instructions on Unjust Enrichment	11/16/21	41	10,232–10,248
234.	3rd Amended Jury List	11/17/21	41	10,249
235.	Defendants’ Motion for Judgment as a Matter of Law	11/17/21	41 42	10,250 10,251–10,307
236.	Plaintiffs’ Supplemental Jury Instruction (Contested)	11/17/21	42	10,308–10,313
237.	Recorder’s Transcript of Jury Trial – Day 14	11/17/21	42 43	10,314–10,500 10,501–10,617
238.	Errata to Source on Defense Contested Jury Instructions	11/18/21	43	10,618–10,623
239.	Recorder’s Transcript of Jury Trial – Day 15	11/18/21	43 44	10,624–10,750 10,751–10,946
240.	Defendants’ Supplemental Proposed Jury Instructions (Contested)	11/19/21	44	10,947–10,952

Tab	Document	Date	Vol.	Pages
241.	Errata	11/19/21	44	10,953
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
243.	Plaintiffs' Proposed Special Verdict Form	11/19/21	44	10,964–10,973
244.	Recorder's Transcript of Jury Trial – Day 16	11/19/21	44 45	10,974–11,000 11,001–11,241
245.	Response to Plaintiffs' Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/19/21	45 46	11,242–11,250 11,251–11,254
246.	Plaintiffs' Second Supplemental Jury Instructions (Contested)	11/20/21	46	11,255–11,261
247.	Defendants' Supplemental Proposed Jury Instruction	11/21/21	46	11,262–11,266
248.	Plaintiffs' Third Supplemental Jury Instructions (Contested)	11/21/21	46	11,267–11,272
249.	Recorder's Transcript of Jury Trial – Day 17	11/22/21	46 47	11,273–11,500 11,501–11,593
250.	Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,594–11,608
251.	Defendants' Opposition to Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,609–11,631
252.	4th Amended Jury List	11/23/21	47	11,632
253.	Recorder's Transcript of Jury Trial – Day 18	11/23/21	47 48	11,633–11,750 11,751–11,907

Tab	Document	Date	Vol.	Pages
254.	Recorder's Transcript of Jury Trial – Day 19	11/24/21	48	11,908–11,956
255.	Jury Instructions	11/29/21	48	11,957–11,999
256.	Recorder's Transcript of Jury Trial – Day 20	11/29/21	48 49	12,000 12,001–12,034
257.	Special Verdict Form	11/29/21	49	12,035–12,046
258.	Verdict(s) Submitted to Jury but Returned Unsigned	11/29/21	49	12,047–12,048
259.	Defendants' Proposed Second Phase Jury Instructions	12/05/21	49	12,049–12,063
260.	Plaintiffs' Proposed Second Phase Jury Instructions and Verdict Form	12/06/21	49	12,064–12,072
261.	Plaintiffs' Supplement to Proposed Second Phase Jury Instructions	12/06/21	49	12,072–12,077
262.	Recorder's Transcript of Jury Trial – Day 21	12/06/21	49	12,078–,12,135
263.	Defendants' Proposed Second Phase Jury Instructions-Supplement	12/07/21	49	12,136–12,142
264.	Jury Instructions Phase Two	12/07/21	49	12,143–12,149
265.	Special Verdict Form	12/07/21	49	12,150–12,152
266.	Recorder's Transcript of Jury Trial – Day 22	12/07/21	49 50	12,153–12,250 12,251–12,293
267.	Motion to Seal Defendants' Motion to Seal Certain Confidential Trial Exhibits	12/15/21	50	12,294–12,302
268.	Motion to Seal Defendants' Supplement to Motion to Seal Certain Confidential Trial Exhibits	12/15/21	50	12,303–12,311
269.	Notice of Entry of Order Granting Defendants' Motion for Leave to File Defendants' Preliminary Motion to Seal Attorneys' Eyes Only Documents Used at	12/27/21	50	12,312–12,322

Tab	Document	Date	Vol.	Pages
	Trial Under Seal			
270.	Plaintiffs' Opposition to United's Motion to Seal	12/29/21	50	12,323–12,341
271.	Defendants' Motion to Apply the Statutory Cap on Punitive Damages	12/30/21	50	12,342–12,363
272.	Appendix of Exhibits to Defendants' Motion to Apply the Statutory Cap on Punitive Damage	12/30/21	50 51	12,364–12,500 12,501–12,706
273.	Defendants' Objection to Plaintiffs' Proposed Order Denying Defendants' Motion for Judgment as a Matter of Law	01/04/22	51	12,707–12,717
274.	Notice of Entry of Order Denying Defendants' Motion for Judgement as a Matter of Law	01/06/22	51	12,718–12,738
275.	Motion to Seal Defendants' Reply in Support of Motion to Seal Certain Confidential Trial Exhibits	01/10/22	51	12,739–12,747
276.	Motion to Seal Defendants' Second Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits	01/10/22	51 52	12,748–12,750 12,751–12,756
277.	Defendants' Motion to Seal Courtroom During January 12, 2022 Hearing on Defendants' Motion to Seal Certain Confidential Trial Exhibits on Order Shortening Time	01/11/22	52	12,757–12,768
278.	Plaintiffs' Opposition to Defendants' Motion to Seal Courtroom During January 12, 2022 Hearing	01/12/22	52	12,769–12,772
279.	Plaintiffs' Opposition to Defendants' Motion to Apply Statutory Cap on Punitive Damages and Plaintiffs' Cross Motion for	01/20/22	52	12,773–12,790

Tab	Document	Date	Vol.	Pages
	Entry of Judgment			
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
281.	Notice of Entry of Order Granting Plaintiffs' Proposed Schedule for Submission of Final Redactions	01/31/22	52	12,969–12,979
282.	Notice of Entry of Stipulation and Order Regarding Schedule for Submission of Redactions	02/08/22	52	12,980–12,996
283.	Defendants' Opposition to Plaintiffs' Cross-Motion for Entry of Judgment	02/10/22	52 53	12,997–13,000 13,001–13,004
284.	Defendant' Reply in Support of Their Motion to Apply the Statutory Cap on Punitive Damages	02/10/22	53	13,005–13,028
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
286.	Defendants' Response to Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits on Order Shortening Time	02/15/22	53	13,047–13,053
287.	Plaintiffs' Reply in Support of Cross Motion for Entry of Judgment	02/15/22	53	13,054–13,062
288.	Defendants' Index of Trial Exhibit Redactions in Dispute	02/16/22	53	13,063–13,073
289.	Notice of Entry of Stipulation and Order Regarding Certain Admitted Trial Exhibits	02/17/22	53	13,074–13,097
290.	Transcript of Proceedings Re: Motions Hearing	02/17/22	53	13,098–13,160

Tab	Document	Date	Vol.	Pages
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
292.	Notice of Entry of Judgment	03/09/22	53	13,168–13,178
293.	Notice of Entry of Order Denying Defendants' Motion to Apply Statutory Cap on Punitive Damages	03/09/22	53	13,179–13,197
294.	Health Care Providers' Verified Memorandum of Cost	03/14/22	53	13,198–13,208
295.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 1	03/14/22	53 54	13,209–13,250 13,251–13,464
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
298.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 4	03/14/22	56 57	13,977–14,000 14,001–14,186
299.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 5	03/14/22	57 58	14,187–14,250 14,251–14,421
300.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 6	03/14/22	58 59	14,422–14,500 14,501–14,673
301.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 7	03/14/22	59 60	14,674–14,750 14,751–14,920
302.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of	03/14/22	60 61	14,921–15,000 15,001–15,174

Tab	Document	Date	Vol.	Pages
	Cost Volume 8			
303.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 9	03/14/22	61 62	15,175–15,250 15,251–15,373
304.	Defendants' Motion to Retax Costs	03/21/22	62	15,374–15,388
305.	Health Care Providers' Motion for Attorneys' Fees	03/30/22	62	15,389–15,397
306.	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 1	03/30/22	62 63	15,398–15,500 15,501–15,619
307.	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 2	03/30/22	63 64	15,620–15,750 15,751–15,821
308.	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 3	03/30/22	64 65	15,822–16,000 16,001–16,053
309.	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 4	03/30/22	65	16,054–16,232
310.	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 5	03/30/22	65 66	16,233–16,250 16,251–16,361
311.	Defendants Rule 62(b) Motion for Stay Pending Resolution of Post-Trial Motions on Order Shortening Time	04/05/22	66	16,362–16,381
312.	Defendants' Motion for Remittitur and to Alter or Amend the Judgment	04/06/22	66	16,382–16,399
313.	Defendants' Renewed Motion for Judgment as a Matter of Law	04/06/22	66	16,400–16,448
314.	Motion for New Trial	04/06/22	66 67	16,449–16,500 16,501–16,677

Tab	Document	Date	Vol.	Pages
315.	Notice of Appeal	04/06/22	67	16,678–16,694
316.	Case Appeal Statement	04/06/22	67 68	16,695–16,750 16,751–16,825
317.	Plaintiffs’ Opposition to Defendants’ Rule 62(b) Motion for Stay	04/07/22	68	16,826–16,831
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
319.	Transcript of Proceedings Re: Motions Hearing	04/07/22	68	16,837–16,855
320.	Opposition to Defendants’ Motion to Retax Costs	04/13/22	68	16,856–16,864
321.	Appendix in Support of Opposition to Defendants’ Motion to Retax Costs	04/13/22	68 69	16,865–17,000 17,001–17,035
322.	Defendants’ Opposition to Plaintiffs’ Motion for Attorneys’ Fees	04/20/22	69	17,036–17,101
323.	Transcript of Proceedings Re: Motions Hearing	04/21/22	69	17,102–17,113
324.	Notice of Posting <i>Supersedeas</i> Bond	04/29/22	69	17,114–17,121
325.	Defendants’ Reply in Support of Motion to Retax Costs	05/04/22	69	17,122–17,150
326.	Health Care Providers’ Reply in Support of Motion for Attorneys’ Fees	05/04/22	69	17,151–17,164
327.	Plaintiffs’ Opposition to Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	05/04/22	69	17,165–17,178
328.	Plaintiffs’ Opposition to Defendants’ Motion for New Trial	05/04/22	69 70	17,179–17,250 17,251–17,335
329.	Plaintiffs’ Opposition to Defendants’ Renewed Motion for Judgment as a Matter	05/05/22	70	17,336–17,373

Tab	Document	Date	Vol.	Pages
	of Law			
330.	Reply in Support of Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	06/22/22	70	17,374–17,385
331.	Reply in Support of Defendants’ Renewed Motion for Judgment as a Matter of Law	06/22/22	70	17,386–17,411
332.	Reply in Support of Motion for New Trial	06/22/22	70	17,412–17,469
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
334.	Defendants’ Response to Improper Supplement Entitled “Notice of Supplemental Attorney Fees Incurred After Submission of Health Care Providers’ Motion for Attorneys Fees”	06/28/22	71	17,579–17,593
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
336.	Transcript of Proceedings Re: Motions Hearing	06/29/22	71	17,610–17,681
337.	Order Amending Oral Ruling Granting Defendants’ Motion to Retax	07/01/22	71	17,682–17,688
338.	Notice of Entry of Order Denying Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	07/19/22	71	17,689–17,699
339.	Defendants’ Objection to Plaintiffs’ Proposed Order Approving Plaintiffs’ Motion for Attorneys’ Fees	07/26/22	71	17,700–17,706
340.	Notice of Entry of Order Approving Plaintiffs’ Motion for Attorney’s Fees	08/02/22	71	17,707–17,725

Tab	Document	Date	Vol.	Pages
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
342.	Amended Case Appeal Statement	08/15/22	71 72	17,740–17,750 17,751–17,803
343.	Amended Notice of Appeal	08/15/22	72	17,804–17,934
344.	Reply in Support of Supplemental Attorney's Fees Request	08/22/22	72	17,935–17,940
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
346.	Recorder's Transcript of Hearing Re: Hearing	09/22/22	72	17,951–17,972
347.	Limited Objection to "Order Unsealing Trial Transcripts and Restoring Public Access to Docket"	10/06/22	72	17,973–17,978
348.	Defendants' Motion to Redact Portions of Trial Transcript	10/06/22	72	17,979–17,989
349.	Plaintiffs' Opposition to Defendants' Motion to Redact Portions of Trial Transcript	10/07/22	72	17,990–17,993
350.	Transcript of Proceedings re Status Check	10/10/22	72 73	17,994–18,000 18,001–18,004
351.	Notice of Entry of Order Approving Supplemental Attorney's Fee Award	10/12/22	73	18,005–18,015
352.	Notice of Entry of Order Denying Defendants' Motion for New Trial	10/12/22	73	18,016–18,086
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
354.	Notice of Entry of Order Unsealing Trial Transcripts and Restoring Public Access to	10/12/22	73	18,115–18,125

Tab	Document	Date	Vol.	Pages
	Docket			
355.	Notice of Appeal	10/12/22	73 74	18,126–18,250 18,251–18,467
356.	Case Appeal Statement	10/12/22	74 75	18,468–18,500 18,501–18,598
357.	Notice of Entry of Order Denying “Motion to Redact Portions of Trial Transcript”	10/13/22	75	18,599–18,608
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
359.	Recorder’s Transcript of Hearing Status Check	10/20/22	76	18,756–18,758
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
361.	Notice of Filing of Writ Petition	11/17/22	76	18,770–18855
362.	Trial Exhibit D5502		76 77	18,856–19,000 19,001–19,143
491.	Appendix of Exhibits in Support of Plaintiffs’ Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	145 146	35,813–36,062 36,063–36,085
492.	Transcript Re: Proposed Jury Instructions	11/21/21	146	36,086–36,250

Filed Under Seal

Tab	Document	Date	Vol.	Pages
363.	Plaintiffs’ Motion to Compel Defendants’ List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	09/28/20	78	19,144–19,156

364.	Plaintiffs' Reply in Support of Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	04/01/21	78	19,157–19,176
365.	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	04/01/21	78	19,177–19,388
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	04/19/21	78 79	19,389–19,393 19,394–19,532
367.	Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	05/05/21	79	19,533–19,581
368.	Appendix to Defendants' Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 & #3 on Order Shortening Time	05/21/21	79 80 81	19,582–19,643 19,644–19,893 19,894–20,065
369.	Plaintiffs' Opposition to Defendants' Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 and #3 on Order Shortening Time	06/01/21	81 82	20,066–20,143 20,144–20,151
370.	Defendants' Objection to the Special Master's Report and Recommendation No. 5 Regarding Defendants' Motion for Protective Order Regarding Confidentiality	06/01/21	82	20,152–20,211

	Designations (Filed April 15, 2021)			
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	06/16/21	82	20,212–20,265
372.	United's Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	06/24/21	82	20,266–20,290
373.	Appendix to Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	06/24/21	82 83 84	20,291–20,393 20,394–20,643 20,644–20,698
374.	Plaintiffs' Opposition to Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	07/06/21	84	20,699–20,742
375.	Defendants' Motion for Leave to File Defendants' Objection to the Special Master's Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Under Seal	07/15/21	84	20,743–20,750
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	07/22/21	84	20,751–20,863
377.	Objection to R&R #11 Regarding United's Motion to Compel Documents About Which Plaintiffs' Witnesses Testified	08/25/21	84 85	20,864–20,893 20,894–20,898

378.	Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	09/21/21	85	20,899–20,916
379.	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	09/21/21	85	20,917–21,076
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	09/21/21	85	21,077–21,089
381.	Appendix of Exhibits in Support of 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	09/21/21	85 86	21,090–21,143 21,144–21,259
382.	Motion in Limine No. 3 to Allow References to Plaintiffs' Decision Making Process Regarding Settling Billing Charges	09/21/21	86	21,260–21,313
383.	Defendants' Motion in Limine No. 5 Regarding Arguments or Evidence that Amounts TeamHealth Plaintiffs billed for Services are Reasonable [an Alternative to Motion in Limine No. 6]	09/21/21	86	21,314–21,343
384.	Defendants' Motion in Limine No. 6 Regarding Argument or Evidence That Amounts Teamhealth Plaintiffs Billed for Services are Reasonable	09/21/21	86	21,344–21,368
385.	Appendix to Defendants' Motion in Limine No. 13 (Volume 1 of 6)	09/21/21	86 87	21,369–21,393 21,394–21,484

386.	Appendix to Defendants' Motion in Limine No. 13 (Volume 2 of 6)	09/21/21	87	21,485–21,614
387.	Appendix to Defendants' Motion in Limine No. 13 (Volume 3 of 6)	09/21/21	87 88	21,615–21,643 21,644–21,744
388.	Appendix to Defendants' Motion in Limine No. 13 (Volume 4 of 6)	09/21/21	88	21,745–21,874
389.	Appendix to Defendants' Motion in Limine No. 13 (Volume 5 of 6)	09/21/21	88 89	21,875–21,893 21,894–22,004
390.	Appendix to Defendants' Motion in Limine No. 13 (Volume 6 of 6)	09/21/21	89	22,005–22,035
391.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 1 of 8	09/21/21	89 90	22,036–22,143 22,144–22,176
392.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 2 of 8	09/21/21	90	22,177–22,309
393.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 3 of 8	09/22/21	90 91	22,310–22,393 22,394–22,442
394.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 4 of 8	09/22/21	91	22,443–22,575
395.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 5 of 8	09/22/21	91	22,576–22,609
396.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 6 of 8	09/22/21	91 92 93	22,610–22,643 22,644–22,893 22,894–23,037
397.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 7a of 8	09/22/21	93 94	23,038–23,143 23,144–23,174
398.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 7b of 8	09/22/21	94	23,175–23,260
399.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 8a of 8	09/22/21	94 95	23,261–23,393 23,394–23,535
400.	Appendix to Defendants' Motion for Partial Summary Judgment Volume 8b of 8	09/22/21	95 96	23,536–23,643 23,634–23,801
401.	Defendants' Motion in Limine No. 11 Paired	09/22/21	96	23,802–23,823

	with Motion in Limine No. 12 to Authorize Defendants to Discuss Plaintiffs' Conduct and deliberations in Negotiating Reimbursement			
402.	Errata to Defendants' Motion in Limine No. 11	09/22/21	96	23,824–23,859
403.	Defendants' Motion in Limine No. 12 Paired with Motion in Limine No. 11 to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement	09/22/21	96	23,860–23,879
404.	Errata to Defendants' Motion in Limine No. 12	09/22/21	96 97	23,880–23,893 23,894–23,897
405.	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 1)	09/22/21	97	23,898–24,080
406.	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 2)	09/22/21	97 98	24,081–24,143 24,144–24,310
407.	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 3)	09/22/21	98 99 100	24,311–24,393 24,394–24,643 24,644–24,673
408.	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 4)	09/22/21	100 101 102	24,674–24,893 24,894–25,143 25,144–25,204
409.	Appendix to Defendants' Motion in Limine No. 14 – Volume 1 of 6	09/22/21	102	25,205–25,226
410.	Appendix to Defendants' Motion in Limine No. 14 – Volume 2 of 6	09/22/21	102	25,227–25,364
411.	Appendix to Defendants' Motion in Limine No. 14 – Volume 3 of 6	09/22/21	102 103	25,365–25,393 25,394–25,494
412.	Appendix to Defendants' Motion in Limine No. 14 – Volume 4 of 6	09/22/21	103	25,495–25,624
413.	Appendix to Defendants' Motion in Limine	09/22/21	103	25,625–25,643

	No. 14 – Volume 5 of 6		104	25,644–25,754
414.	Appendix to Defendants’ Motion in Limine No. 14 – Volume 6 of 6	09/22/21	104	25,755–25,785
415.	Plaintiffs’ Combined Opposition to Defendants Motions in Limine 1, 7, 9, 11 & 13	09/29/21	104	25,786–25,850
416.	Plaintiffs’ Combined Opposition to Defendants’ Motions in Limine No. 2, 8, 10, 12 & 14	09/29/21	104	25,851–25,868
417.	Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 3: To Exclude Evidence Subject to the Court’s Discovery Orders	09/29/21	104 105	25,869–25,893 25,894–25,901
418.	Appendix to Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 3: To Exclude Evidence Subject to the Court’s Discovery Orders - Volume 1	09/29/21	105 106	25,902–26,143 26,144–26,216
419.	Appendix to Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 3: To Exclude Evidence Subject to the Court’s Discovery Orders - Volume 2	09/29/21	106 107	26,217–26,393 26,394–26,497
420.	Plaintiffs’ Opposition to Defendants’ Motion for Partial Summary Judgment	10/05/21	107	26,498–26,605
421.	Defendants’ Reply in Support of Motion for Partial Summary Judgment	10/11/21	107 108	26,606–26,643 26,644–26,663
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	10/17/21	108	26,664–26,673
423.	Appendix of Exhibits in Support of 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	10/17/21	108 109	26,674–26,893 26,894–26,930

	Partial Summary Judgment			
424.	Response to Sur-Reply Arguments in 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	10/21/21	109	26,931–26,952
425.	Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties	10/31/21	109	26,953–26,964
426.	Plaintiffs' Response to Defendants' Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties	11/08/21	109	26,965–26,997
427.	Excerpts of Recorder's Transcript of Jury Trial – Day 9	11/09/21	109	26,998–27003
428.	Preliminary Motion to Seal Attorneys' Eyes Documents Used at Trial	11/11/21	109	27,004–27,055
429.	Appendix of Selected Exhibits to Trial Briefs	11/16/21	109	27,056–27,092
430.	Excerpts of Recorder's Transcript of Jury Trial – Day 13	11/16/21	109	27,093–27,099
431.	Defendants' Omnibus Offer of Proof	11/22/21	109 110	27,100–27,143 27,144–27,287
432.	Motion to Seal Certain Confidential Trial Exhibits	12/05/21	110	27,288–27,382
433.	Supplement to Defendants' Motion to Seal Certain Confidential Trial Exhibits	12/08/21	110 111	27,383–27,393 27,394–27,400
434.	Motion to Seal Certain Confidential Trial Exhibits	12/13/21	111	27,401–27,495
435.	Defendant's Omnibus Offer of Proof for Second Phase of Trial	12/14/21	111	27,496–27,505

436.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 1	12/14/21	111 112	27,506–27,643 27,644–27,767
437.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 2	12/14/21	112 113	27,768–27,893 27,894–27,981
438.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 3	12/14/21	113 114	27,982–28,143 28,144–28,188
439.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 1 of 18	12/24/21	114	28,189–28,290
440.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 2 of 18	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	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	12/24/21	116 117	28,743–28,893 28,894–28,938
443.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 5 of 18	12/24/21	117	28,939–29,084
444.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 6 of 18	12/24/21	117 118	29,085–29,143 29,144–29,219
445.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 7 of 18	12/24/21	118	29,220–29,384
446.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 8 of 18	12/24/21	118 119	29,385–29,393 29,394–29,527

447.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 9 of 18	12/24/21	119 120	29,528–29,643 29,644–29,727
448.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 10 of 18	12/24/21	120 121	29,728–29,893 29,894–29,907
449.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 11 of 18	12/24/21	121	29,908–30,051
450.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 12 of 18	12/24/21	121 122	30,052–30,143 30,144–30,297
451.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 13 of 18	12/24/21	122 123	30,298–30,393 30,394–30,516
452.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 14 of 18	12/24/21	123 124	30,517–30,643 30,644–30,677
453.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 15 of 18	12/24/21	124	30,678–30,835
454.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 16 of 18	12/24/21	124 125	30,836–30,893 30,894–30,952
455.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 17 of 18	12/24/21	125	30,953–31,122
456.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 18 of 18	12/24/21	125 126	30,123–31,143 31,144–31,258
457.	Defendants’ Reply in Support of Motion to Seal Certain Confidential Trial Exhibits	01/05/22	126	31,259–31,308
458.	Second Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial	01/05/22	126	31,309–31,393

	Exhibits		127	31,394–31,500
459.	Transcript of Proceedings Re: Motions	01/12/22	127	31,501–31,596
460.	Transcript of Proceedings Re: Motions	01/20/22	127 128	31,597–31,643 31,644–31,650
461.	Transcript of Proceedings Re: Motions	01/27/22	128	31,651–31,661
462.	Defendants’ Index of Trial Exhibit Redactions in Dispute	02/10/22	128	31,662–31,672
463.	Transcript of Proceedings Re: Motions Hearing	02/10/22	128	31,673–31,793
464.	Transcript of Proceedings Re: Motions Hearing	02/16/22	128	31,794–31,887
465.	Joint Status Report and Table Identifying the Redactions to Trial Exhibits That Remain in Dispute	03/04/22	128 129	31,888–31,893 31,894–31,922
466.	Transcript of Proceedings re Hearing Regarding Unsealing Record	10/05/22	129	31,923–31,943
467.	Transcript of Proceedings re Status Check	10/06/22	129	31,944–31,953
468.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume 1)	10/07/22	129 130	31,954–32,143 32,144–32,207
469.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume 2)	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)	10/07/22	131 132	32,477–32,643 32,644–32,751
471.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume	10/07/22	132 133	32,752–32,893 32,894–33,016

	4)			
472.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 5)	10/07/22	133 134	33,017–33,143 33,144–33,301
473.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 6)	10/07/22	134 135	33,302–33,393 33,394–33,529
474.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 7)	10/07/22	135 136	33,530–33,643 33,644–33,840
475.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 8)	10/07/22	136 137	33,841–33,893 33,894–34,109
476.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 9)	10/07/22	137 138	34,110–34,143 34,144–34,377
477.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 10)	10/07/22	138 139 140	34,378–34,393 34,394–34,643 34,644–34,668
478.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 11)	10/07/22	140 141	34,669–34,893 34,894–34,907
479.	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 12)	10/07/22	141 142	34,908–35,143 35,144–35,162
480.	Appendix B to Order Granting in Part and	10/07/22	142	35,163–35,242

	Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 13)			
481.	Exhibits P473_NEW, 4002, 4003, 4005, 4006, 4166, 4168, 4455, 4457, 4774, and 5322 to "Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits" (Tabs 98, 106, 107, 108, 109, 111, 112, 113, 114, 118, and 119)	10/07/22	142	35,243–35,247
482.	Transcript of Status Check	10/10/22	142	35,248–35,258
483.	Recorder's Transcript of Hearing re Hearing	10/13/22	142	35,259–35,263
484.	Trial Exhibit D5499		142 143	35,264–35,393 35,394–35,445
485.	Trial Exhibit D5506		143	35,446
486.	Appendix of Exhibits in Support of Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	09/28/20	143	35,447–35,634
487.	Defendants' Motion to Supplement Record Supporting Objections to Reports and Recommendations #2 & #3 on Order Shortening Time	05/24/21	143 144	35,635–35,643 35,644–35,648
488.	Motion in Limine No. 3 to Allow References to Plaintiffs; Decision Making Processes Regarding Setting Billed Charges	09/21/21	144	35,649–35,702
489.	Appendix to Defendants' Opposition to Plaintiffs' Motion in Limine No. 3: to Exclude Evidence Subject to the Court's Discovery Orders (Exhibit 43)	09/29/21	144	35,703–35,713
490.	Notice of Filing of Expert Report of Bruce Deal, Revised on November 14, 2021	04/18/23	144	35,714–35,812

ALPHABETICAL TABLE OF CONTENTS TO APPENDIX

Tab	Document	Date	Vol.	Pages
209	1st Amended Jury List	11/08/21	34	8343
219	2nd Amended Jury List	11/15/21	38	9426
234	3rd Amended Jury List	11/17/21	41	10,249
252	4th Amended Jury List	11/23/21	47	11,632
342	Amended Case Appeal Statement	08/15/22	71 72	17,740–17,750 17,751–17,803
17	Amended Motion to Remand	01/15/20	2	310–348
343	Amended Notice of Appeal	08/15/22	72	17,804–17,934
117	Amended Notice of Entry of Order Affirming and Adopting 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 and Overruling Objection	08/09/21	18	4425–4443
118	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants’ Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4444–4464
158	Amended Transcript of Proceedings Re: Motions	10/19/21	23 24	5562–5750 5751–5784
159	Amended Transcript of Proceedings Re: Motions	10/20/21	24	5785–5907
47	Amended Transcript of Proceedings, Plaintiff’s Motion to Compel Defendants’ Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1664–1683

Tab	Document	Date	Vol.	Pages
468	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 1) (Filed Under Seal)	10/07/22	129 130	31,954–32,143 32,144–32,207
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
471	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 4) (Filed Under Seal)	10/07/22	132 133	32,752–32,893 32,894–33,016
472	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 5) (Filed Under Seal)	10/07/22	133 134	33,017–33,143 33,144–33,301
473	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 6) (Filed Under Seal)	10/07/22	134 135	33,302–33,393 33,394–33,529
474	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 7) (Filed Under Seal)	10/07/22	135 136	33,530–33,643 33,644–33,840
475	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 8) (Filed Under Seal)	10/07/22	136 137	33,841–33,893 33,894–34,109
476	Appendix B to Order Granting in Part and	10/07/22	137	34,110–34,143

Tab	Document	Date	Vol.	Pages
	Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 9) (Filed Under Seal)		138	34,144–34,377
477	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 10) (Filed Under Seal)	10/07/22	138 139 140	34,378–34,393 34,394–34,643 34,644–34,668
478	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 11) (Filed Under Seal)	10/07/22	140 141	34,669–34,893 34,894–34,907
479	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 12) (Filed Under Seal)	10/07/22	141 142	34,908–35,143 35,144–35,162
480	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 13) (Filed Under Seal)	10/07/22	142	35,163–35,242
321	Appendix in Support of Opposition to Defendants' Motion to Retax Costs	04/13/22	68 69	16,865–17,000 17,001–17,035
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
306	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 1	03/30/22	62 63	15,398–15,500 15,501–15,619
307	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 2	03/30/22	63 64	15,620–15,750 15,751–15,821
308	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees	03/30/22	64 65	15,822–16,000 16,001–16,053

Tab	Document	Date	Vol.	Pages
	Volume 3			
309	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 4	03/30/22	65	16,054–16,232
310	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 5	03/30/22	65 66	16,233–16,250 16,251–16,361
295	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 1	03/14/22	53 54	13,209–13,250 13,251–13,464
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
298	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 4	03/14/22	56 57	13,977–14,000 14,001–14,186
299	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 5	03/14/22	57 58	14,187–14,250 14,251–14,421
300	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 6	03/14/22	58 59	14,422–14,500 14,501–14,673
301	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 7	03/14/22	59 60	14,674–14,750 14,751–14,920
302	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 8	03/14/22	60 61	14,921–15,000 15,001–15,174
303	Appendix of Exhibits in Support of Health	03/14/22	61	15,175–15,250

Tab	Document	Date	Vol.	Pages
	Care Providers' Verified Memorandum of Cost Volume 9		62	15,251–15,373
486	Appendix of Exhibits in Support of Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time (Filed Under Seal)	09/28/20	143	35,447–35,634
423	Appendix of Exhibits in Support of 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	108 109	26,674–26,893 26,894–26,930
379	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders (Filed Under Seal)	09/21/21	85	20,917–21,076
381	Appendix of Exhibits in Support of 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 86	21,090–21,143 21,144–21,259
26	Appendix of Exhibits in Support of Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	784–908
491	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	145 146	35,813–36,062 36,063–36,085
365	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to	04/01/21	78	19,177–19,388

Tab	Document	Date	Vol.	Pages
	Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions (Filed Under Seal)			
272	Appendix of Exhibits to Defendants' Motion to Apply the Statutory Cap on Punitive Damage	12/30/21	50 51	12,364–12,500 12,501–12,706
436	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 1 (Filed Under Seal)	12/14/21	111 112	27,506–27,643 27,644–27,767
437	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 2 (Filed Under Seal)	12/14/21	112 113	27,768–27,893 27,894–27,981
438	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 3 (Filed Under Seal)	12/14/21	113 114	27,982–28,143 28,144–28,188
429	Appendix of Selected Exhibits to Trial Briefs (Filed Under Seal)	11/16/21	109	27,056–27,092
405	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 1) (Filed Under Seal)	09/22/21	97	23,898–24,080
406	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 2) (Filed Under Seal)	09/22/21	97 98	24,081–24,143 24,144–24,310
407	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 3) (Filed Under Seal)	09/22/21	98 99 100	24,311–24,393 24,394–24,643 24,644–24,673
408	Appendix to Defendants' Exhibits to Motions in Limine: 1, 9, 15, 18, 19, 22, 24, 26, 29, 30, 33, 37 (Volume 4) (Filed Under Seal)	09/22/21	100 101 102	24,674–24,893 24,894–25,143 25,144–25,204
391	Appendix to Defendants' Motion for Partial Summary Judgment Volume 1 of 8 (Filed Under Seal)	09/21/21	89 90	22,036–22,143 22,144–22,176

Tab	Document	Date	Vol.	Pages
392	Appendix to Defendants' Motion for Partial Summary Judgment Volume 2 of 8 (Filed Under Seal)	09/21/21	90	22,177–22,309
393	Appendix to Defendants' Motion for Partial Summary Judgment Volume 3 of 8 (Filed Under Seal)	09/22/21	90 91	22,310–22,393 22,394–22,442
394	Appendix to Defendants' Motion for Partial Summary Judgment Volume 4 of 8 (Filed Under Seal)	09/22/21	91	22,443–22,575
395	Appendix to Defendants' Motion for Partial Summary Judgment Volume 5 of 8 (Filed Under Seal)	09/22/21	91	22,576–22,609
396	Appendix to Defendants' Motion for Partial Summary Judgment Volume 6 of 8 (Filed Under Seal)	09/22/21	91 92 93	22,610–22,643 22,644–22,893 22,894–23,037
397	Appendix to Defendants' Motion for Partial Summary Judgment Volume 7a of 8 (Filed Under Seal)	09/22/21	93 94	23,038–23,143 23,144–23,174
398	Appendix to Defendants' Motion for Partial Summary Judgment Volume 7b of 8 (Filed Under Seal)	09/22/21	94	23,175–23,260
399	Appendix to Defendants' Motion for Partial Summary Judgment Volume 8a of 8 (Filed Under Seal)	09/22/21	94 95	23,261–23,393 23,394–23,535
400	Appendix to Defendants' Motion for Partial Summary Judgment Volume 8b of 8 (Filed Under Seal)	09/22/21	95 96	23,536–23,643 23,634–23,801
385	Appendix to Defendants' Motion in Limine No. 13 (Volume 1 of 6) (Filed Under Seal)	09/21/21	86 87	21,369–21,393 21,394–21,484
386	Appendix to Defendants' Motion in Limine No. 13 (Volume 2 of 6) (Filed Under Seal)	09/21/21	87	21,485–21,614
387	Appendix to Defendants' Motion in Limine	09/21/21	87	21,615–21,643

Tab	Document	Date	Vol.	Pages
	No. 13 (Volume 3 of 6) (Filed Under Seal)		88	21,644–21,744
388	Appendix to Defendants’ Motion in Limine No. 13 (Volume 4 of 6) (Filed Under Seal)	09/21/21	88	21,745–21,874
389	Appendix to Defendants’ Motion in Limine No. 13 (Volume 5 of 6) (Filed Under Seal)	09/21/21	88 89	21,875–21,893 21,894–22,004
390	Appendix to Defendants’ Motion in Limine No. 13 (Volume 6 of 6) (Filed Under Seal)	09/21/21	89	22,005–22,035
409	Appendix to Defendants’ Motion in Limine No. 14 – Volume 1 of 6 (Filed Under Seal)	09/22/21	102	25,205–25,226
410	Appendix to Defendants’ Motion in Limine No. 14 – Volume 2 of 6 (Filed Under Seal)	09/22/21	102	25,227–25,364
411	Appendix to Defendants’ Motion in Limine No. 14 – Volume 3 of 6 (Filed Under Seal)	09/22/21	102 103	25,365–25,393 25,394–25,494
412	Appendix to Defendants’ Motion in Limine No. 14 – Volume 4 of 6 (Filed Under Seal)	09/22/21	103	25,495–25,624
413	Appendix to Defendants’ Motion in Limine No. 14 – Volume 5 of 6 (Filed Under Seal)	09/22/21	103 104	25,625–25,643 25,644–25,754
414	Appendix to Defendants’ Motion in Limine No. 14 – Volume 6 of 6 (Filed Under Seal)	09/22/21	104	25,755–25,785
373	Appendix to Defendants’ Motion to Compel Plaintiffs’ Production of Documents About Which Plaintiffs’ Witnesses Testified on Order Shortening Time (Filed Under Seal)	06/24/21	82 83 84	20,291–20,393 20,394–20,643 20,644–20,698
70	Appendix to Defendants’ Motion to Compel Plaintiffs’ Responses to Defendants’ First and Second Requests for Production on Order Shortening Time	01/08/21	12 13 14	2875–3000 3001–3250 3251–3397
368	Appendix to Defendants’ Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 & #3 on Order Shortening Time (Filed	05/21/21	79 80 81	19,582–19,643 19,644–19,893 19,894–20,065

Tab	Document	Date	Vol.	Pages
	Under Seal)			
418	Appendix to Defendants' Opposition to Plaintiffs' Motion in Limine No. 3: To Exclude Evidence Subject to the Court's Discovery Orders - Volume 1 (Filed Under Seal)	09/29/21	105 106	25,902–26,143 26,144–26,216
419	Appendix to Defendants' Opposition to Plaintiffs' Motion in Limine No. 3: To Exclude Evidence Subject to the Court's Discovery Orders - Volume 2 (Filed Under Seal)	09/29/21	106 107	26,217–26,393 26,394–26,497
489	Appendix to Defendants' Opposition to Plaintiffs' Motion in Limine No. 3: to Exclude Evidence Subject to the Court's Discovery Orders (Exhibit 43) (Filed Under Seal)	09/29/21	144	35,703–35,713
75	Appendix to Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14 15	3466–3500 3501–3658
316	Case Appeal Statement	04/06/22	67 68	16,695–16,750 16,751–16,825
356	Case Appeal Statement	10/12/22	74 75	18,468–18,500 18,501–18,598
16	Civil Order to Statistically Close Case	12/10/19	2	309
1	Complaint (Business Court)	04/15/19	1	1–17
284	Defendant' Reply in Support of Their Motion to Apply the Statutory Cap on Punitive Damages	02/10/22	53	13,005–13,028
435	Defendant's Omnibus Offer of Proof for Second Phase of Trial (Filed Under Seal)	12/14/21	111	27,496–27,505

Tab	Document	Date	Vol.	Pages
311	Defendants Rule 62(b) Motion for Stay Pending Resolution of Post-Trial Motions on Order Shortening Time	04/05/22	66	16,362–16,381
42	Defendants’ Answer to Plaintiffs’ First Amended Complaint	07/08/20	7	1541–1590
150	Defendants’ Answer to Plaintiffs’ Second Amended Complaint	10/08/21	22	5280–5287
198	Defendants’ Deposition Designations and Objections to Plaintiffs’ Deposition Counter-Designations	11/03/21	32	7778–7829
99	Defendants’ Errata to Their Objection to the Special Master’s Report and Recommendation No. 3 Regarding Defendants’ Motion to Compel Responses to Defendants’ Second Set of Requests for Production	05/03/21	17	4124–4127
288	Defendants’ Index of Trial Exhibit Redactions in Dispute	02/16/22	53	13,063–13,073
462	Defendants’ Index of Trial Exhibit Redactions in Dispute (Filed Under Seal)	02/10/22	128	31,662–31,672
235	Defendants’ Motion for Judgment as a Matter of Law	11/17/21	41 42	10,250 10,251–10,307
375	Defendants’ Motion for Leave to File Defendants’ Objection to the Special Master’s Report and Recommendation No. 9 Regarding Defendants’ Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Under Seal (Filed Under Seal)	07/15/21	84	20,743–20,750
214	Defendants’ Motion for Leave to File Defendants’ Preliminary Motion to Seal Attorneys’ Eyes Only Documents Used at	11/12/21	37	9153–9161

Tab	Document	Date	Vol.	Pages
	Trial Under Seal			
130	Defendants' Motion for Partial Summary Judgment	09/21/21	20	4770–4804
312	Defendants' Motion for Remittitur and to Alter or Amend the Judgment	04/06/22	66	16,382–16,399
131	Defendants' Motion in Limine No. 1: Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Agreements with other Market Players and Related Negotiations	09/21/21	20	4805–4829
134	Defendants' Motion in Limine No. 10 to Exclude Reference of Defendants' Corporate Structure (Alternative Motion to be Considered Only if court Denies Defendants' Counterpart Motion in Limine No. 9)	09/21/21	20	4869–4885
401	Defendants' Motion in Limine No. 11 Paired with Motion in Limine No. 12 to Authorize Defendants to Discuss Plaintiffs' Conduct and deliberations in Negotiating Reimbursement (Filed Under Seal)	09/22/21	96	23,802–23,823
403	Defendants' Motion in Limine No. 12 Paired with Motion in Limine No. 11 to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement (Filed Under Seal)	09/22/21	96	23,860–23,879
135	Defendants' Motion in Limine No. 13: Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Collection Practices for Healthcare Claims	09/21/21	20	4886–4918
136	Defendants' Motion in Limine No. 14: Motion Offered in the Alternative to MIL No. 13 to Preclude Plaintiffs from Contesting Defendants' Defenses Relating to Claims that were Subject to Settlement Agreement	09/21/21	20	4919–4940

Tab	Document	Date	Vol.	Pages
	Between CollectRX and Data iSight; and Defendants' Adoption of Specific Negotiation Thresholds for Reimbursement Claims Appealed or Contested by Plaintiffs			
132	Defendants' Motion in Limine No. 2: Motion Offered in the Alternative to MIL No. 1, to Preclude Plaintiffs from Offering Evidence Relating to Defendants' Agreements with Other Market Players and Related Negotiations	09/21/21	20	4830–4852
137	Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	09/21/21	20	4941–4972
383	Defendants' Motion in Limine No. 5 Regarding Arguments or Evidence that Amounts TeamHealth Plaintiffs billed for Services are Reasonable [an Alternative to Motion in Limine No. 6] (Filed Under Seal)	09/21/21	86	21,314–21,343
384	Defendants' Motion in Limine No. 6 Regarding Argument or Evidence That Amounts Teamhealth Plaintiffs Billed for Services are Reasonable (Filed Under Seal)	09/21/21	86	21,344–21,368
138	Defendants' Motion in Limine No. 7 to Authorize Defendants to Offer Evidence of the Costs of the Services that Plaintiffs Provided	09/22/21	20 21	4973–5000 5001–5030
139	Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided	09/22/21	21	5031–5054
140	Defendants' Motion in Limine No. 9 to Authorize Defendants to Offer Evidence of	09/22/21	21	5055–5080

Tab	Document	Date	Vol.	Pages
	Plaintiffs Organizational, Management, and Ownership Structure, Including Flow of Funds Between Related Entities, Operating Companies, Parent Companies, and Subsidiaries			
271	Defendants' Motion to Apply the Statutory Cap on Punitive Damages	12/30/21	50	12,342–12,363
71	Defendants' Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/11/21	14	3398–3419
52	Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/21/20	8 9	1998–2000 2001–2183
23	Defendants' Motion to Dismiss	03/12/20	3	553–698
32	Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint	05/26/20	5	1027–1172
348	Defendants' Motion to Redact Portions of Trial Transcript	10/06/22	72	17,979–17,989
304	Defendants' Motion to Retax Costs	03/21/22	62	15,374–15,388
277	Defendants' Motion to Seal Courtroom During January 12, 2022 Hearing on Defendants' Motion to Seal Certain Confidential Trial Exhibits on Order Shortening Time	01/11/22	52	12,757–12,768
487	Defendants' Motion to Supplement Record Supporting Objections to Reports and Recommendations #2 & #3 on Order Shortening Time (Filed Under Seal)	05/24/21	143 144	35,635–35,643 35,644–35,648
169	Defendants' Objection to Media Requests	10/28/21	29	7004–7018

Tab	Document	Date	Vol.	Pages
339	Defendants' Objection to Plaintiffs' Proposed Order Approving Plaintiffs' Motion for Attorneys' Fees	07/26/22	71	17,700–17,706
273	Defendants' Objection to Plaintiffs' Proposed Order Denying Defendants' Motion for Judgment as a Matter of Law	01/04/22	51	12,707–12,717
94	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	04/12/21	17	4059–4079
98	Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	04/28/21	17	4109–4123
370	Defendants' Objection to the Special Master's Report and Recommendation No. 5 Regarding Defendants' Motion for Protective Order Regarding Confidentiality Designations (Filed April 15, 2021) (Filed Under Seal)	06/01/21	82	20,152–20,211
61	Defendants' Objections to Plaintiffs to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/26/20	11	2573–2670
151	Defendants' Objections to Plaintiffs' NRCP 16.1(a)(3) Pretrial Disclosures	10/08/21	22	5288–5294
64	Defendants' Objections to Plaintiffs' Order Denying Defendants' Motion to Compel	11/02/20	11	2696–2744

Tab	Document	Date	Vol.	Pages
	Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs' to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time			
60	Defendants' Objections to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/23/20	10 11	2482–2500 2501–2572
199	Defendants' Objections to Plaintiffs' Proposed Order Granting in Part and Denying in Part Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	11/03/21	32	7830–7852
100	Defendants' Objections to Plaintiffs' Proposed Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	05/05/21	17	4128–4154
108	Defendants' Objections to Special Master Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Requests for Production of Documents	06/17/21	17	4227–4239
431	Defendants' Omnibus Offer of Proof (Filed Under Seal)	11/22/21	109 110	27,100–27,143 27,144–27,287
14	Defendants' Opposition to Fremont Emergency Services (MANDAVIA), Ltd.'s Motion to Remand	06/21/19	1 2	139–250 251–275
18	Defendants' Opposition to Plaintiffs' Amended Motion to Remand	01/29/20	2	349–485
283	Defendants' Opposition to Plaintiffs' Cross-	02/10/22	52	12,997–13,000

Tab	Document	Date	Vol.	Pages
	Motion for Entry of Judgment		53	13,001–13,004
322	Defendants’ Opposition to Plaintiffs’ Motion for Attorneys’ Fees	04/20/22	69	17,036–17,101
155	Defendants’ Opposition to 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	10/18/21	22	5323–5333
141	Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 1: 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	09/29/21	21	5081–5103
417	Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 3: To Exclude Evidence Subject to the Court’s Discovery Orders (Filed Under Seal)	09/29/21	104 105	25,869–25,893 25,894–25,901
50	Defendants’ Opposition to Plaintiffs’ Motion to Compel Defendants’ Production of Claims File for At-Issue Claims, Or, in The Alternative, Motion in Limine on Order Shortening Time	09/04/20	8	1846–1932
56	Defendants’ Opposition to Plaintiffs’ Motion to Compel Defendants’ List of Witnesses, Production of Documents, and Answers to Interrogatories on Order Shortening Time	10/06/20	10	2293–2336
251	Defendants’ Opposition to Plaintiffs’ Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,609–11,631
89	Defendants’ Opposition to Plaintiffs’ Renewed Motion for Order to Show Cause	03/22/21	16	3916–3966

Tab	Document	Date	Vol.	Pages
	Why Defendants Should Not be Held in Contempt and for Sanctions			
220	Defendants' Proposed Jury Instructions (Contested)	11/15/21	38	9427–9470
259	Defendants' Proposed Second Phase Jury Instructions	12/05/21	49	12,049–12,063
263	Defendants' Proposed Second Phase Jury Instructions-Supplement	12/07/21	49	12,136–12,142
313	Defendants' Renewed Motion for Judgment as a Matter of Law	04/06/22	66	16,400–16,448
421	Defendants' Reply in Support of Motion for Partial Summary Judgment (Filed Under Seal)	10/11/21	107 108	26,606–26,643 26,644–26,663
74	Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14	3449–3465
28	Defendants' Reply in Support of Motion to Dismiss	05/07/20	4	919–948
36	Defendants' Reply in Support of Motion to Dismiss Plaintiffs' First Amended Complaint	06/03/20	6	1310–1339
325	Defendants' Reply in Support of Motion to Retax Costs	05/04/22	69	17,122–17,150
457	Defendants' Reply in Support of Motion to Seal Certain Confidential Trial Exhibits (Filed Under Seal)	01/05/22	126	31,259–31,308
37	Defendants' Reply in Support of Their Supplemental Brief in Support of Their Motions to Dismiss Plaintiff's First Amended Complaint	06/03/20	6	1340–1349
334	Defendants' Response to Improper Supplement Entitled "Notice of	06/28/22	71	17,579–17,593

Tab	Document	Date	Vol.	Pages
	Supplemental Attorney Fees Incurred After Submission of Health Care Providers' Motion for Attorneys Fees"			
286	Defendants' Response to Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits on Order Shortening Time	02/15/22	53	13,047–13,053
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
12	Defendants' Statement of Removal	05/30/19	1	123–126
33	Defendants' Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	05/26/20	5	1173–1187
247	Defendants' Supplemental Proposed Jury Instruction	11/21/21	46	11,262–11,266
240	Defendants' Supplemental Proposed Jury Instructions (Contested)	11/19/21	44	10,947–10,952
48	Errata	08/04/20	7	1684
241	Errata	11/19/21	44	10,953
402	Errata to Defendants' Motion in Limine No. 11 (Filed Under Seal)	09/22/21	96	23,824–23,859
404	Errata to Defendants' Motion in Limine No. 12 (Filed Under Seal)	09/22/21	96 97	23,880–23,893 23,894–23,897
54	Errata to Plaintiffs' Motion to Compel Defendants' List of Witnesses Production of Documents and Answers to Interrogatories	09/28/20	9	2196–2223
85	Errata to Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for	03/12/21	16	3884–3886

Tab	Document	Date	Vol.	Pages
	Sanctions			
238	Errata to Source on Defense Contested Jury Instructions	11/18/21	43	10,618–10,623
430	Excerpts of Recorder’s Transcript of Jury Trial – Day 13 (Filed Under Seal)	11/16/21	109	27,093–27,099
427	Excerpts of Recorder’s Transcript of Jury Trial – Day 9 (Filed Under Seal)	11/09/21	109	26,998–27003
481	Exhibits P473_NEW, 4002, 4003, 4005, 4006, 4166, 4168, 4455, 4457, 4774, and 5322 to “Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits” (Tabs 98, 106, 107, 108, 109, 111, 112, 113, 114, 118, and 119) (Filed Under Seal)	10/07/22	142	35,243–35,247
30	First Amended Complaint	05/15/20	4 5	973–1000 1001–1021
13	Freemont Emergency Services (MANDAVIA), Ltd’s Response to Statement of Removal	05/31/19	1	127–138
226	General Defense Verdict	11/16/21	40	9807–9809
305	Health Care Providers’ Motion for Attorneys’ Fees	03/30/22	62	15,389–15,397
326	Health Care Providers’ Reply in Support of Motion for Attorneys’ Fees	05/04/22	69	17,151–17,164
294	Health Care Providers’ Verified Memorandum of Cost	03/14/22	53	13,198–13,208
44	Joint Case Conference Report	07/17/20	7	1606–1627
164	Joint Pretrial Memorandum Pursuant to EDRC 2.67	10/27/21	26 27	6486–6500 6501–6567
465	Joint Status Report and Table Identifying	03/04/22	128	31,888–31,893

Tab	Document	Date	Vol.	Pages
	the Redactions to Trial Exhibits That Remain in Dispute (Filed Under Seal)		129	31,894–31,922
221	Jointly Submitted Jury Instructions	11/15/21	38	9471–9495
255	Jury Instructions	11/29/21	48	11,957–11,999
264	Jury Instructions Phase Two	12/07/21	49	12,143–12,149
347	Limited Objection to “Order Unsealing Trial Transcripts and Restoring Public Access to Docket”	10/06/22	72	17,973–17,978
156	Media Request and Order Allowing Camera Access to Court Proceedings (Legal Newslne)	10/18/21	22	5334–5338
167	Media Request and Order Allowing Camera Access to Court Proceedings (Dolcefino Communications, LLC)	10/28/21	28 28	6992–6997
168	Media Request and Order Allowing Camera Access to Court Proceedings (Dolcefino Communications, LLC)	10/28/21	28 29	6998–7000 7001–7003
314	Motion for New Trial	04/06/22	66 67	16,449–16,500 16,501–16,677
119	Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Violating Protective Order	08/10/21	18	4465–4486
79	Motion for Reconsideration of Order Denying Defendants’ Motion to Compel Plaintiffs Responses to Defendants’ First and Second Requests for Production	02/18/21	15 16	3714–3750 3751–3756
488	Motion in Limine No. 3 to Allow References to Plaintiffs; Decision Making Processes Regarding Setting Billed Charges (Filed Under Seal)	09/21/21	144	35,649–35,702

Tab	Document	Date	Vol.	Pages
382	Motion in Limine No. 3 to Allow References to Plaintiffs' Decision Making Process Regarding Settling Billing Charges (Filed Under Seal)	09/21/21	86	21,260–21,313
133	Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Process and Reasonableness of billed Charges if Motion in Limine No. 3 is Denied	09/21/21	20	4853–4868
11	Motion to Remand	05/24/19	1	101–122
432	Motion to Seal Certain Confidential Trial Exhibits (Filed Under Seal)	12/05/21	110	27,288–27,382
434	Motion to Seal Certain Confidential Trial Exhibits (Filed Under Seal)	12/13/21	111	27,401–27,495
267	Motion to Seal Defendants' Motion to Seal Certain Confidential Trial Exhibits	12/15/21	50	12,294–12,302
275	Motion to Seal Defendants' Reply in Support of Motion to Seal Certain Confidential Trial Exhibits	01/10/22	51	12,739–12,747
276	Motion to Seal Defendants' Second Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits	01/10/22	51 52	12,748–12,750 12,751–12,756
268	Motion to Seal Defendants' Supplement to Motion to Seal Certain Confidential Trial Exhibits	12/15/21	50	12,303–12,311
315	Notice of Appeal	04/06/22	67	16,678–16,694
355	Notice of Appeal	10/12/22	73 74	18,126–18,250 18,251–18,467
292	Notice of Entry of Judgment	03/09/22	53	13,168–13,178
115	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 2	08/09/21	18	4403–4413

Tab	Document	Date	Vol.	Pages
	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 and Overruling Objection			
116	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4414–4424
127	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions and Overruling Objection	09/16/21	19	4709–4726
128	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Request for Production of Documents and Overruling Objection	09/16/21	19	4727–4747
129	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed No to Answer and Overruling Objection	09/16/21	19 20	4748–4750 4751–4769
200	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified	11/03/21	32	7853–7874

Tab	Document	Date	Vol.	Pages
340	Notice of Entry of Order Approving Plaintiffs' Motion for Attorney's Fees	08/02/22	71	17,707–17,725
351	Notice of Entry of Order Approving Supplemental Attorney's Fee Award	10/12/22	73	18,005–18,015
357	Notice of Entry of Order Denying "Motion to Redact Portions of Trial Transcript"	10/13/22	75	18,599–18,608
40	Notice of Entry of Order Denying Defendants' (1) Motion to Dismiss First Amended Complaint; and (2) Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	06/24/20	6 7	1472–1500 1501–1516
274	Notice of Entry of Order Denying Defendants' Motion for Judgement as a Matter of Law	01/06/22	51	12,718–12,738
352	Notice of Entry of Order Denying Defendants' Motion for New Trial	10/12/22	73	18,016–18,086
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
161	Notice of Entry of Order Denying Defendants' Motion for Partial Summary Judgment	10/25/21	25	6116–6126
338	Notice of Entry of Order Denying Defendants' Motion for Remittitur and to Alter or Amend the Judgment	07/19/22	71	17,689–17,699
171	Notice of Entry of Order Denying Defendants' Motion in Limine No. 1 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Agreements with Other Market Players and Related Negotiations	11/01/21	29	7040–7051

Tab	Document	Date	Vol.	Pages
172	Notice of Entry of Order Denying Defendants' Motion in Limine No. 2: Motion Offered in the Alternative to MIL No. 1, to Preclude Plaintiffs from Offering Evidence Relating to Defendants' Agreements with Other Market Players and Related Negotiations	11/01/21	29	7052–7063
173	Notice of Entry of Order Denying Defendants' Motion in Limine No. 3 to Allow Reference to Plaintiffs' Decision Making Processes Regarding Setting Billed Charges	11/01/21	29	7064–7075
174	Notice of Entry of Order Denying Defendants' Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Processes and Reasonableness of Billed Charges if Motion in Limine No. 3 is Denied	11/01/21	29	7076–7087
175	Notice of Entry of Order Denying Defendants' Motion in Limine No. 12, Paired with Motion in Limine No. 11, to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement	11/01/21	29	7088–7099
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
178	Notice of Entry of Order Denying	11/01/21	29	7124–7135

Tab	Document	Date	Vol.	Pages
	Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided			
179	Notice of Entry of Order Denying Defendants' Motion in Limine No. 10 to Exclude Evidence of Defendants' Corporate Structure (Alternative Motion to be Considered Only if Court Denies Defendants' Counterpart Motion in Limine No. 9)	11/01/21	29	7136–7147
180	Notice of Entry of Order Denying Defendants' Motion in Limine No. 11, Paired with Motion in Limine No. 12, to Authorize Defendants to Discuss Plaintiffs' Conduct and Deliberations in Negotiating Reimbursement	11/01/21	29	7148–7159
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
183	Notice of Entry of Order Denying	11/01/21	29	7184–7195

Tab	Document	Date	Vol.	Pages
	Defendants' Motion in Limine No. 15 to Preclude Reference and Testimony Regarding the TeamHealth Plaintiffs Policy not to Balance Bill			
184	Notice of Entry of Order Denying Defendants' Motion in Limine No. 18 to Preclude Testimony of Plaintiffs' Non-Retained Expert Joseph Crane, M.D.	11/01/21	29	7196–7207
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
189	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	11/01/21	30	7256–7267
191	Notice of Entry of Order Denying Defendants' Motion in Limine No. 38 to Exclude Evidence or Argument Relating to	11/01/21	30	7280–7291

Tab	Document	Date	Vol.	Pages
	Defendants' use of MultiPlan and the Data iSight Service, Including Any Alleged Conspiracy or Fraud Relating to the use of Those Services			
190	Notice of Entry of Order Denying Defendants' Motion in Limine to Preclude Certain Expert Testimony and Fact Witness Testimony by Plaintiffs' Non-Retained Expert Robert Frantz, M.D.	11/01/21	30	7268–7279
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
97	Notice of Entry of Order Denying Motion for Reconsideration of Court's Order Denying Defendants' Motion to Compel Responses to Defendants' First and Second Requests for Production	04/26/21	17	4096–4108

Tab	Document	Date	Vol.	Pages
77	Notice of Entry of Order Granting Defendants' Motion for Appointment of Special Master	02/02/21	15	3693–3702
269	Notice of Entry of Order Granting Defendants' Motion for Leave to File Defendants' Preliminary Motion to Seal Attorneys' Eyes Only Documents Used at Trial Under Seal	12/27/21	50	12,312–12,322
202	Notice of Entry of Order Granting Defendants' Motion in Limine No. 17	11/04/21	33	8092–8103
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

Tab	Document	Date	Vol.	Pages
	Court's Discovery Orders			
147	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/07/21	21	5235–5245
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
114	Notice of Entry of Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	08/03/21	18	4383–4402
53	Notice of Entry of Order Granting, in Part Plaintiffs' Motion to Compel Defendants'	09/28/20	9	2184–2195

Tab	Document	Date	Vol.	Pages
	Production of Claims for At-Issue Claims, Or, in The Alternative, Motion in Limine			
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

Tab	Document	Date	Vol.	Pages
	Witnesses Testified			
91	Notice of Entry of Report and Recommendation #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	03/29/21	16	3971–3980
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

Tab	Document	Date	Vol.	Pages
490	Notice of Filing of Expert Report of Bruce Deal, Revised on November 14, 2021 (Filed Under Seal)	04/18/23	144	35,714–35,812
361	Notice of Filing of Writ Petition	11/17/22	76	18,770–18855
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

Tab	Document	Date	Vol.	Pages
20	Order	02/20/20	3	519–524
21	Order	02/24/20	3	525–542
337	Order Amending Oral Ruling Granting Defendants’ Motion to Retax	07/01/22	71	17,682–17,688
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

Tab	Document	Date	Vol.	Pages
	Regarding the Fact that Plaintiffs Have Dismissed Certain Claims and Parties on Order Shortening Time			
363	Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time (Filed Under Seal)	09/28/20	78	19,144–19,156
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

Tab	Document	Date	Vol.	Pages
	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

Tab	Document	Date	Vol.	Pages
	Complaint Addressing Plaintiffs' Eighth Claim for Relief			
83	Plaintiffs' Opposition to Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/04/21	16	3833–3862
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
222	Plaintiffs' Proposed Jury Instructions (Contested)	11/15/21	38 39	9496–9500 9501–9513
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

Tab	Document	Date	Vol.	Pages
287	Plaintiffs' Reply in Support of Cross Motion for Entry of Judgment	02/15/22	53	13,054–13,062
364	Plaintiffs' Reply in Support of Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions (Filed Under Seal)	04/01/21	78	19,157–19,176
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

Tab	Document	Date	Vol.	Pages
	Third Set of Request for Production of Documents			
367	Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time (Filed Under Seal)	05/05/21	79	19,533–19,581
426	Plaintiffs' Response to Defendants' Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties (Filed Under Seal)	11/08/21	109	26,965–26,997
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
223	Plaintiffs' Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/15/21	39	9514–9521
218	Plaintiffs' Trial Brief Regarding Specific Price Term	11/14/21	38	9417–9425
428	Preliminary Motion to Seal Attorneys' Eyes Documents Used at Trial (Filed Under Seal)	11/11/21	109	27,004–27,055
211	Recorder's Amended Transcript of Jury Trial – Day 9	11/09/21	35	8515–8723

Tab	Document	Date	Vol.	Pages
73	Recorder's Partial Transcript of Proceedings Re: Motions (Unsealed Portion Only)	01/13/21	14	3439–3448
125	Recorder's Partial Transcript of Proceedings Re: Motions Hearing	09/09/21	19	4667–4680
126	Recorder's Partial Transcript of Proceedings Re: Motions Hearing (Via Blue Jeans)	09/15/21	19	4681–4708
31	Recorder's Transcript of Hearing All Pending Motions	05/15/20	5	1022–1026
88	Recorder's Transcript of Hearing All Pending Motions	03/18/21	16	3910–3915
90	Recorder's Transcript of Hearing All Pending Motions	03/25/21	16	3967–3970
96	Recorder's Transcript of Hearing All Pending Motions	04/21/21	17	4092–4095
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
92	Recorder's Transcript of Hearing Motion to Associate Counsel on OST	04/01/21	16	3981–3986

Tab	Document	Date	Vol.	Pages
483	Recorder's Transcript of Hearing re Hearing (Filed Under Seal)	10/13/22	142	35,259–35,263
346	Recorder's Transcript of Hearing Re: Hearing	09/22/22	72	17,951–17,972
359	Recorder's Transcript of Hearing Status Check	10/20/22	76	18,756–18,758
162	Recorder's Transcript of Jury Trial – Day 1	10/25/21	25 26	6127–6250 6251–6279
213	Recorder's Transcript of Jury Trial – Day 10	11/10/21	36 37	8933–9000 9001–9152
217	Recorder's Transcript of Jury Trial – Day 11	11/12/21	37 38	9185–9250 9251–9416
224	Recorder's Transcript of Jury Trial – Day 12	11/15/21	39 40	9522–9750 9751–9798
228	Recorder's Transcript of Jury Trial – Day 13	11/16/21	40 41	9820–10,000 10,001–10,115
237	Recorder's Transcript of Jury Trial – Day 14	11/17/21	42 43	10,314–10,500 10,501–10,617
239	Recorder's Transcript of Jury Trial – Day 15	11/18/21	43 44	10,624–10,750 10,751–10,946
244	Recorder's Transcript of Jury Trial – Day 16	11/19/21	44 45	10,974–11,000 11,001–11,241
249	Recorder's Transcript of Jury Trial – Day 17	11/22/21	46 47	11,273–11,500 11,501–11,593
253	Recorder's Transcript of Jury Trial – Day 18	11/23/21	47 48	11,633–11,750 11,751–11,907
254	Recorder's Transcript of Jury Trial – Day 19	11/24/21	48	11,908–11,956
163	Recorder's Transcript of Jury Trial – Day 2	10/26/21	26	6280–6485
256	Recorder's Transcript of Jury Trial – Day 20	11/29/21	48 49	12,000 12,001–12,034

Tab	Document	Date	Vol.	Pages
262	Recorder's Transcript of Jury Trial – Day 21	12/06/21	49	12,078–,12,135
266	Recorder's Transcript of Jury Trial – Day 22	12/07/21	49 50	12,153–12,250 12,251–12,293
165	Recorder's Transcript of Jury Trial – Day 3	10/27/21	27 28	6568–6750 6751–6774
166	Recorder's Transcript of Jury Trial – Day 4	10/28/21	28	6775–6991
196	Recorder's Transcript of Jury Trial – Day 5	11/01/21	30 31	7404–7500 7501–7605
197	Recorder's Transcript of Jury Trial – Day 6	11/02/21	31 32	7606–7750 7751–7777
201	Recorder's Transcript of Jury Trial – Day 7	11/03/21	32 33	7875–8000 8001–8091
210	Recorder's Transcript of Jury Trial – Day 8	11/08/21	34 35	8344–8500 8501–8514
212	Recorder's Transcript of Jury Trial – Day 9	11/09/21	35 36	8724–8750 8751–8932
27	Recorder's Transcript of Proceedings Re: Motions	04/03/20	4	909–918
76	Recorder's Transcript of Proceedings Re: Motions	01/21/21	15	3659–3692
80	Recorder's Transcript of Proceedings Re: Motions	02/22/21	16	3757–3769
81	Recorder's Transcript of Proceedings Re: Motions	02/25/21	16	3770–3823
93	Recorder's Transcript of Proceedings Re: Motions	04/09/21	16 17	3987–4000 4001–4058
103	Recorder's Transcript of Proceedings Re: Motions	05/28/21	17	4166–4172
43	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/09/20	7	1591–1605

Tab	Document	Date	Vol.	Pages
45	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/23/20	7	1628–1643
58	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/08/20	10	2363–2446
59	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/22/20	10	2447–2481
65	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	11/04/20	11 12	2745–2750 2751–2774
67	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/23/20	12	2786–2838
68	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/30/20	12	2839–2859
105	Recorder's Transcript of Proceedings Re: Motions Hearing	06/03/21	17	4185–4209
106	Recorder's Transcript of Proceedings Re: Motions Hearing	06/04/21	17	4210–4223
109	Recorder's Transcript of Proceedings Re: Motions Hearing	06/23/21	17 18	4240–4250 4251–4280
113	Recorder's Transcript of Proceedings Re: Motions Hearing	07/29/21	18	4341–4382
123	Recorder's Transcript of Proceedings Re: Motions Hearing	09/02/21	19	4610–4633
121	Recorder's Transcript of Proceedings Re: Motions Hearing (Unsealed Portion Only)	08/17/21	18 19	4498–4500 4501–4527
29	Recorder's Transcript of Proceedings Re: Pending Motions	05/14/20	4	949-972
51	Recorder's Transcript of Proceedings Re: Pending Motions	09/09/20	8	1933–1997
15	Rely in Support of Motion to Remand	06/28/19	2	276–308
124	Reply Brief on “Motion for Order to Show	09/08/21	19	4634–4666

Tab	Document	Date	Vol.	Pages
	Cause Why Plaintiffs Should Not Be Hold in Contempt and Sanctioned for Violating Protective Order”			
19	Reply in Support of Amended Motion to Remand	02/05/20	2 3	486–500 501–518
330	Reply in Support of Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	06/22/22	70	17,374–17,385
57	Reply in Support of 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	10/07/20	10	2337–2362
331	Reply in Support of Defendants’ Renewed Motion for Judgment as a Matter of Law	06/22/22	70	17,386–17,411
332	Reply in Support of Motion for New Trial	06/22/22	70	17,412–17,469
87	Reply in Support of Motion for Reconsideration of Order Denying Defendants’ Motion to Compel Plaintiffs Responses to Defendants’ First and Second Requests for Production	03/16/21	16	3895–3909
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
245	Response to Plaintiffs’ Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/19/21	45 46	11,242–11,250 11,251–11,254

Tab	Document	Date	Vol.	Pages
230	Response to Plaintiffs' Trial Brief Regarding Specific Price Term	11/16/21	41	10,153–10,169
424	Response to Sur-Reply Arguments in 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)	10/21/21	109	26,931–26,952
148	Second Amended Complaint	10/07/21	21 22	5246–5250 5251–5264
458	Second Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits (Filed Under Seal)	01/05/22	126 127	31,309–31,393 31,394–31,500
231	Special Verdict Form	11/16/21	41	10,169–10,197
257	Special Verdict Form	11/29/21	49	12,035–12,046
265	Special Verdict Form	12/07/21	49	12,150–12,152
6	Summons – Health Plan of Nevada, Inc.	04/30/19	1	29–31
9	Summons – Oxford Health Plans, Inc.	05/06/19	1	38–41
8	Summons – Sierra Health and Life Insurance Company, Inc.	04/30/19	1	35–37
7	Summons – Sierra Health-Care Options, Inc.	04/30/19	1	32–34
3	Summons - UMR, Inc. dba United Medical Resources	04/25/19	1	20–22
4	Summons – United Health Care Services Inc. dba UnitedHealthcare	04/25/19	1	23–25
5	Summons – United Healthcare Insurance Company	04/25/19	1	26–28
433	Supplement to Defendants' Motion to Seal Certain Confidential Trial Exhibits (Filed	12/08/21	110 111	27,383–27,393 27,394–27,400

Tab	Document	Date	Vol.	Pages
	Under Seal)			
170	Supplement to Defendants' Objection to Media Requests	10/31/21	29	7019–7039
439	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 1 of 18 (Filed Under Seal)	12/24/21	114	28,189–28,290
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
443	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 5 of 18 (Filed Under Seal)	12/24/21	117	28,939–29,084
444	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 6 of 18 (Filed Under Seal)	12/24/21	117 118	29,085–29,143 29,144–29,219
445	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 7 of 18 (Filed Under Seal)	12/24/21	118	29,220–29,384
446	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 8 of 18 (Filed Under Seal)	12/24/21	118 119	29,385–29,393 29,394–29,527
447	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 9 of 18 (Filed Under Seal)	12/24/21	119 120	29,528–29,643 29,644–29,727
448	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial	12/24/21	120 121	29,728–29,893 29,894–29,907

Tab	Document	Date	Vol.	Pages
	Exhibits – Volume 10 of 18 (Filed Under Seal)			
449	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 11 of 18 (Filed Under Seal)	12/24/21	121	29,908–30,051
450	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 12 of 18 (Filed Under Seal)	12/24/21	121 122	30,052–30,143 30,144–30,297
451	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 13 of 18 (Filed Under Seal)	12/24/21	122 123	30,298–30,393 30,394–30,516
452	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 14 of 18 (Filed Under Seal)	12/24/21	123 124	30,517–30,643 30,644–30,677
453	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 15 of 18 (Filed Under Seal)	12/24/21	124	30,678–30,835
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
455	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 17 of 18 (Filed Under Seal)	12/24/21	125	30,953–31,122
456	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 18 of 18 (Filed Under Seal)	12/24/21	125 126	30,123–31,143 31,144–31,258

Tab	Document	Date	Vol.	Pages
	Seal)			
466	Transcript of Proceedings re Hearing Regarding Unsealing Record (Filed Under Seal)	10/05/22	129	31,923–31,943
350	Transcript of Proceedings re Status Check	10/10/22	72 73	17,994–18,000 18,001–18,004
467	Transcript of Proceedings re Status Check (Filed Under Seal)	10/06/22	129	31,944–31,953
157	Transcript of Proceedings Re: Motions	10/19/21	22 23	5339–5500 5501–5561
160	Transcript of Proceedings Re: Motions	10/22/21	24 25	5908–6000 6001–6115
459	Transcript of Proceedings Re: Motions (Filed Under Seal)	01/12/22	127	31,501–31,596
460	Transcript of Proceedings Re: Motions (Filed Under Seal)	01/20/22	127 128	31,597–31,643 31,644–31,650
461	Transcript of Proceedings Re: Motions (Filed Under Seal)	01/27/22	128	31,651–31,661
146	Transcript of Proceedings Re: Motions (Via Blue Jeans)	10/06/21	21	5202–5234
290	Transcript of Proceedings Re: Motions Hearing	02/17/22	53	13,098–13,160
319	Transcript of Proceedings Re: Motions Hearing	04/07/22	68	16,837–16,855
323	Transcript of Proceedings Re: Motions Hearing	04/21/22	69	17,102–17,113
336	Transcript of Proceedings Re: Motions Hearing	06/29/22	71	17,610–17,681
463	Transcript of Proceedings Re: Motions Hearing (Filed Under Seal)	02/10/22	128	31,673–31,793

Tab	Document	Date	Vol.	Pages
464	Transcript of Proceedings Re: Motions Hearing (Filed Under Seal)	02/16/22	128	31,794–31,887
38	Transcript of Proceedings, All Pending Motions	06/05/20	6	1350–1384
39	Transcript of Proceedings, All Pending Motions	06/09/20	6	1385–1471
46	Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1644–1663
482	Transcript of Status Check (Filed Under Seal)	10/10/22	142	35,248–35,258
492	Transcript Re: Proposed Jury Instructions	11/21/21	146	36,086–36,250
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
233	Trial Brief Regarding Jury Instructions on Unjust Enrichment	11/16/21	41	10,232–10,248
484	Trial Exhibit D5499 (Filed Under Seal)		142 143	35,264–35,393 35,394–35,445
362	Trial Exhibit D5502		76 77	18,856–19,000 19,001–19,143
485	Trial Exhibit D5506 (Filed Under Seal)		143	35,446
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

Tab	Document	Date	Vol.	Pages
	on Order Shortening Time			
258	Verdict(s) Submitted to Jury but Returned Unsigned	11/29/21	49	12,047–12,048

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.

Electronic notification will be sent to the following:

Pat Lundvall
Kristen T. Gallagher
Amanda M. Perach
MCDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

Attorneys for Respondents (case no. 85525)/Real Parties in Interest (case no. 85656)

Richard I. Dreitzer
FENNEMORE CRAIG, PC
9275 W. Russell Road, Suite 240
Las Vegas, Nevada 89148

Attorneys for Real Parties in Interest (case no. 85656)

Dennis L. Kennedy
Sarah E. Harmon
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Attorneys for Respondents (case no. 85525)

Constance. L. Akridge
Sydney R. Gambee
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Amicus Curiae (case no. 85656)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, at Las Vegas, Nevada, addressed as follows:

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

Respondent (case no. 85656)

Joseph Y. Ahmad
John Zavitsanos
Jason S. McManis
Michael Killingsworth
Louis Liao
Jane L. Robinson
Patrick K. Leyendecker
AHMAD, ZAVITSANOS, & MENSING, PLLC
1221 McKinney Street, Suite 2500
Houston, Texas 77010

Justin C. Fineberg
Martin B. Goldberg
Rachel H. LeBlanc
Jonathan E. Feuer
Jonathan E. Siegelau
David R. Ruffner
Emily L. Pincow
Ashley Singrossi
LASH & GOLDBERG LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331

*Attorneys for Respondents (case no. 85525)/Real Parties in Interest (case
no. 85656)*

/s/ Jessie M. Helm
An Employee of Lewis Roca Rothgerber Christie LLP

D. The Judgment Should Not Predict the Award of Costs and Attorneys' Fees.

The award of costs and attorneys' fees, if any, should be addressed in a separate order after entry of the judgment. The announcement in the proposed form of judgment that TeamHealth Plaintiffs "recover . . . [their] costs of action and attorneys' fees" is premature and overbroad. Cross-Motion Exhibit 5. TeamHealth Plaintiffs have not filed a motion seeking that relief, nor has the Court granted such relief. As a result, it is not yet known if they will recover costs and attorneys' fees and, if they do so, based on which findings in the verdict. Worse still, it may undermine the finality of the judgment by suggesting that the judgment itself includes an award of fees and costs, yet fails to calculate the amount. *Cf. Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (final judgment need not address attorneys' fees and costs). Rather than destabilizing the judgment with questions about its finality for appeal and post-judgment motions, this Court should restrict the judgment to the claims addressed in the jury's verdict. The words "together with its costs of action and attorneys' fees in amounts to be determined hereafter" should be stricken from any final judgment entered by the Court.

CONCLUSION

For the forgoing reasons, the Court should deny TeamHealth Plaintiffs' Cross-Motion for Entry of Judgment.

Dated this 10th day of February, 2022.

/s/ Colby L. Balkenbush

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

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 89169-5996

Dimitri D. Portnoi, Esq. (*Pro Hac Vice*)
Jason A. Orr, Esq. (*Pro Hac Vice*)
Adam G. Levine, Esq. (*Pro Hac Vice*)
Hannah Dunham, Esq. (*Pro Hac Vice*)
Nadia L. Farjood, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071

K. Lee Blalack, II, Esq. (*Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (*Pro Hac Vice*)
Kevin D. Feder, Esq. (*Pro Hac Vice*)
Jason Yan, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006

Paul J. Wooten, Esq. (*Pro Hac Vice*)



1 Telephone: (702) 949-8200

2 *Attorneys for Defendants*

Amanda L. Genovese (*Pro Hac Vice*)
Philip E. Legendy (*Pro Hac Vice*)
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036

013002

WEINBERG WHEELER
HUDGINS GUNN & DIAL

013002

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of February, 2022 a true and correct copy of the foregoing **DEFENDANTS' MOTION TO SEAL COURTROOM AND MOTION FOR EVIDENTIARY HEARING IN SUPPORT OF MOTION TO SEAL CERTAIN CONFIDENTIAL TRIAL EXHIBITS ON ORDER SHORTENING TIME** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

Judge David Wall, Special Master
 Attention:
 Mara Satterthwaite & Michelle Samaniego
 JAMS
 3800 Howard Hughes Parkway, 11th Floor
 Las Vegas, NV 89123
 msatterthwaite@jamsadr.com
 msamaniego@jamsadr.com

Justin C. Fineberg
 Martin B. Goldberg
 Rachel H. LeBlanc
 Jonathan E. Feuer
 Jonathan E. Siegelau
 David R. Ruffner
 Emily L. Pincow
 Ashley Singrossi
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 mgoldberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jfeuer@lashgoldberg.com
 jsiegelau@lashgoldberg.com
 druffner@lashgoldberg.com
 epincow@lashgoldberg.com
 asingrassi@lashgoldberg.com

Joseph Y. Ahmad
 John Zavitsanos
 Jason S. McManis
 Michael Killingsworth
 Louis Liao
 Jane L. Robinson
 Patrick K. Leyendecker
 Ahmad, Zavitsanos, Anaipakos, Alavi &



1 Mensing, P.C
2 1221 McKinney Street, Suite 2500
3 Houston, Texas 77010
4 joeahmad@azalaw.com
5 jzavitsanos@azalaw.com
6 jmcmanis@azalaw.com
7 mkillingsworth@azalaw.com
8 lliao@azalaw.com
9 jrobinson@azalaw.com
10 kleyendecker@azalaw.com

11 *Attorneys for Plaintiffs*

12 /s/ Colby L. Balkenbush
13 An employee of WEINBERG, WHEELER, HUDGINS
14 GUNN & DIAL, LLC
15
16
17
18
19
20
21
22
23
24
25
26
27
28



284

284

Steven D. Grierson

RPLY

D. Lee Roberts, Jr., Esq.
Nevada Bar No. 8877
lroberts@wwhgd.com
Colby L. Balkenbush, Esq.
Nevada Bar No. 13066
cbalkenbush@wwhgd.com
Brittany M. Llewellyn, Esq.
Nevada Bar No. 13527
bllewellyn@wwhgd.com
Phillip N. Smith, Jr., Esq.
Nevada Bar No. 10233
psmithjr@wwhgd.com
Marjan Hajimirzaee, Esq.
Nevada Bar No. 11984
mhajimirzaee@wwhgd.com
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
Telephone: (702) 938-3838
Facsimile: (702) 938-3864

Daniel F. Polsenberg, Esq.
Nevada Bar No. 2376
dpolsenberg@lewisroca.com
Joel D. Henriod, Esq.
Nevada Bar No. 8492
jhenriod@lewisroca.com
Abraham G. Smith, Esq.
Nevada Bar No. 13250
asmith@lewisroca.com
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996
Telephone: (702) 949-8200

Attorneys for Defendants

Dimitri D. Portnoi, Esq. (Admitted Pro Hac Vice)
dportnoi@omm.com
Jason A. Orr, Esq. (Admitted Pro Hac Vice)
jorr@omm.com
Adam G. Levine, Esq. (Admitted Pro Hac Vice)
alevine@omm.com
Hannah Dunham, Esq. (Admitted Pro Hac Vice)
hdunham@omm.com
Nadia L. Farjood, Esq. (Admitted Pro Hac Vice)
nfarjood@omm.com
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

K. Lee Blalack, II, Esq. (Admitted Pro Hac Vice)
lblalack@omm.com
Jeffrey E. Gordon, Esq. (Admitted Pro Hac Vice)
jgordon@omm.com
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006
Telephone: (202) 383-5374

Paul J. Wooten, Esq. (Admitted Pro Hac Vice)
pwooten@omm.com
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036
Telephone: (212) 728-5857

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

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

**DEFENDANTS' REPLY
IN SUPPORT OF THEIR MOTION
TO APPLY THE STATUTORY CAP ON
PUNITIVE DAMAGES**

Hearing Date: Feb. 16, 2022

Hearing Time: 1:00 PM



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.

Defendants UnitedHealthcare Insurance Company (“UHIC”), United HealthCare Services Inc. (“UHS”, which does business as UnitedHealthcare or “UHC” and through UHIC), UMR, Inc. (“UMR”), Sierra Health and Life Insurance Company (“SHL”), and Health Plan of Nevada, Inc. (“HPN”) (collectively, “Defendants”), by and through their attorneys, hereby submit this Reply in support of their Motion to Apply the Statutory Cap on Punitive Damages (“Motion”).

I. TEAMHEALTH PLAINTIFFS’ COMPLETE AND VOLUNTARY ABANDONMENT OF BAD FAITH AS A BASIS FOR PUNITIVE DAMAGES WAS NOT A “STRAY, AMBIGUOUS REMARK” MADE AT THE END OF A “LENGTHY CONFERENCE”

Before turning to the plain statutory language that denies TeamHealth Plaintiffs¹ an uncapped punitive damages award, Defendants must briefly answer TeamHealth Plaintiffs’ desperate attempt to retract their own voluntary concession that they were not pursuing bad faith as a “basis” or “predicate” for punitive damages.

The record is beyond genuine dispute: TeamHealth Plaintiffs unequivocally conceded at the charge conference, “[w]e’re not pursuing bad faith as a basis for punitive damages.” 11/22/2021 Tr. 310:20-22. TeamHealth Plaintiffs cannot escape that binding admission by incorrectly suggesting that neither party is “complaining about the[] omission” to instruct the jury on bad faith or to obtain the requisite finding of bad faith from the jury. Plfs’ Opposition to Defs’ Motion to Apply the Statutory Cap on Punitive Damages (“Plfs’ Opp.”) at 10-11. TeamHealth Plaintiffs also cannot re-write the record by baldly asserting that their abandonment of “bad faith” was a “stray, ambiguous remark” made “during a lengthy conference.” *Id.* at 10-11.

¹ 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”) (collectively the “TeamHealth Plaintiffs”).





1 First, and to state the obvious, Defendants do indeed take issue with the absence of
2 necessary jury instructions and findings to support an uncapped punitive damages award. As
3 Defendants' Motion, and Part II of this Reply, make clear, uncapped punitive damages pursuant
4 to NRS 42.005(2)(b) can only be awarded if all requisite instructions are given and the jury
5 returned a verdict expressly finding bad faith. Defendants of course argued in their Motion that
6 the failure to instruct the jury on bad faith or query the jury on that finding renders unlimited
7 punitive damages unavailable under Nevada law, especially when TeamHealth Plaintiffs' prior
8 litigation strategy disavowed any claim to insurance coverage. *E.g.*, Defs' Mot. at 5-12, 17-19.

9 TeamHealth Plaintiffs' unsupported statement that instructions "withdrawn without
10 objection are not relevant" is erroneous. Plfs' Opp. at 11. It was TeamHealth Plaintiffs' duty to
11 request that the Court instruct the jury properly on bad faith and return the requisite findings as to
12 their theories of recovery. *See Atkinson v. MGM Grand Hotel, Inc.*, 120 Nev. 639, 642, 98 P.3d
13 678, 680 (2004) ("a party is entitled to have the jury instructed on all of [its] case theories");
14 *Flanagan v. State*, 112 Nev. 1409, 1422, 930 P.2d 691, 699 (1996) ("failure to request special
15 instruction . . . precludes" review); *see also Myers Building Indus., Ltd. v. Interface Tech.*, 13 Cal.
16 App. 4th 949, 961, 17 Cal. Rptr. 2d 242 (1993) (rejecting plaintiff's argument that it was
17 defendant's "responsibility to obtain special verdict findings on the [punitive damages issue] and
18 that [defendant] waived its right to assert the deficiency in the verdict form by failing to object").

19 TeamHealth Plaintiffs knew this to be true, too. They proposed that the jury be instructed
20 on bad faith, but then withdrew that instruction. Defs' Mot. at 18 (citing TeamHealth Plaintiffs'
21 jury instruction filings). And they proposed a jury interrogatory on bad faith, only to withdraw
22 that interrogatory as well. *Id.* (comparing TeamHealth Plaintiffs' verdict form filings at 7).
23 Defendants cannot be faulted for those tactical decisions. *See* NRCP 51(c)(2)(B) ("An objection
24 is timely if . . . a party was not informed of an instruction . . . and the party objects promptly after
25 learning that the instruction . . . has been[] given."). Defendants, like all litigants, have no duty to
26 advance their opponents' theory of the case, including by proposing jury instructions that are
27 necessary for TeamHealth Plaintiffs' theory of recovery. TeamHealth Plaintiffs, not Defendants,
28 must live with their tactical decisions at trial. Thus, TeamHealth Plaintiffs have no basis to argue

1 that “neither [party is] complaining about the[] omission” or that the “instructions that were
2 withdrawn” are irrelevant. Plfs’ Opp. at 10-11.

3 Second, TeamHealth Plaintiffs’ conscious abandonment of bad faith as a basis for punitive
4 damages is clear in the record. They said “[w]e’re not pursuing bad faith as a basis for punitive
5 damages.” 11/22/2021 Tr. 309:20-310:22. This was not a “stray, ambiguous remark” as they now
6 declare, Plfs’ Opp. at 10-11, because they made the concession *three* separate times.

7 TeamHealth Plaintiffs filed multiple verdict forms. In explaining what changes were made
8 by their later filing, they said “we have a [verdict form] chart regarding the predicate on punitive
9 damages. We’ve actually withdrawn number 6” from the originally filed form. 11/22/2021 Tr.
10 309:20-22. As the Court will recall, the original sixth question on their proposed verdict form
11 asked whether “any of the Defendants . . . are guilty of *bad faith* conduct that you found to
12 constitute unfair insurance practices.” Plfs’ 11/16/2021 Proposed Verdict Form Question No. 6
13 (emphasis added).

14 That first withdrawal and the multiple filings caused Defendants to seek clarity from
15 TeamHealth Plaintiffs about their intentions. 11/22/2021 Tr. 310:10-17. In response to questions
16 from Defendants’ counsel, TeamHealth Plaintiffs’ counsel stated on the record that their
17 November 19, 2021, verdict form filing included a chart showing all of the punitive damages
18 predicates that they sought to obtain from the jury. *Id.* And they explained that they were
19 withdrawing the bad faith predicate that was included in the November 16 filing. *Id.*² Finally, and
20 just to confirm that the record was unambiguous, Defendants’ counsel asked TeamHealth
21 Plaintiffs’ counsel to state for the record what precisely they were withdrawing. *Id.* 310:18-19.
22 TeamHealth Plaintiffs’ counsel then confirmed in no uncertain terms that they were withdrawing
23 verdict question “[n]umber six. . . . This is bad faith. We’re not pursuing bad faith as a basis for
24 punitive damages.” 11/22/2021 Tr. 310:20-22.

25
26
27 ² TeamHealth Plaintiffs’ counsel explained to the Court and Defendants the following: “This is the [filing
28 from the] 19th. This is the [filing from the] 16th. We filed two. . . . And then [on the filing from the 19th]
. . . we have a chart for the predicate [indiscernible] for punitives. And that’s all we’ve got because we
would withdraw it,” *i.e.*, bad faith. 11/22/2021 Tr. 310:10-17 (“[indiscernible]” in original).





1 In TeamHealth Plaintiffs’ own repeated words—words that the Court and Defendants
2 justifiably relied upon—bad faith was not a “predicate” or “basis” for punitive damages.
3 Therefore, they are precluded from obtaining uncapped punitive damages based on bad faith. *See*
4 *Myers Building Indus.*, 13 Cal. App. 4th at 961-62 (striking punitive damages because there was
5 no actual verdict on the issue and the party “attempting to enforce the judgment based on the
6 special verdict form must bear the responsibility for a special verdict submitted to the jury on its
7 own case”).³

8 Notwithstanding this clear record, TeamHealth Plaintiffs argue that uncapped punitive
9 damages are permissible because bad faith is effectively a lesser included offense of unjust
10 enrichment or a violation of the Unfair Claims Practices Act when a defendant engaged in statutory
11 oppression, fraud, or malice. Plfs’ Opp. at 7, 10-11, 13. To do so, they attempt to reframe the
12 record by claiming that they only abandoned their cause of action for breach of the implied
13 covenant of good faith and fair dealing. *Id.* at 10. That argument is easily dismissed as a red
14 herring because TeamHealth Plaintiffs abandoned that cause of action before trial—*i.e.*, long
15 before the November 22, 2021 charge conference cited above. That previously abandoned cause
16 of action does not limit their decision at trial to forego a claim of bad faith as a predicate for
17 punitive damages. To the contrary, it demonstrates that their abandonment of bad faith at trial was
18 distinct. There would have been no need to re-abandon something that they had relinquished
19 before trial even commenced. On this record, the only credible explanation is that TeamHealth
20 Plaintiffs consciously abandoned bad faith as a predicate for punitive damages.

21
22 ³ TeamHealth Plaintiffs’ abandonment of “bad faith as a basis for punitive damages” was not made “during
23 a lengthy conference.” Plfs’ Opp. at 11. That abandonment occurred during a Court conference that lasted
24 just under one hour. 11/22/2021 Tr. 285:4-321:3 (indicating that the conference began at “5:02 p.m.” and
25 ended at “6:01 p.m.”). The transcript also shows that the first half of that conference was not a charge
26 conference and instead related to other trial issues. *Id.* 290:15-291:4 (noting that there were issues to
27 address before the charge conference); *id.* 304:4-320:7 (TeamHealth Plaintiffs’ counsel noting when the
28 conference “move[d] into the charge conference” phase). Thus, any suggestion that TeamHealth Plaintiffs’
repeated withdrawal of bad faith was the result of fatigue or confusion should not be taken seriously.
Defendants offered opposing counsel the opportunity to clarify and they doubled down. Also, there is no
such thing as a “lengthy conference” exception to abandonment, waiver, estoppel, invited error, or the like.
See Pearson v. Pearson, 110 Nev. 293, 297, 871 P.2d 343, 345 (1994) (“The doctrine of ‘invited error’
embodies the principle that a party will not be heard to complain . . . of errors which [it] induced.”).

Because TeamHealth Plaintiffs unequivocally and unambiguously abandoned bad faith as a “basis” or “predicate” for punitive damages, it was no oversight that the jury was never instructed on the legal definition of “bad faith” or asked to render a finding of bad faith. Accordingly, this Court must limit the award of punitive damages pursuant to NRS 45.005(1).

II. THE PLAIN, UNAMBIGUOUS MEANING OF NRS 42.005 CONFIRMS DEFENDANTS’ POSITION AND TEAMHEALTH PLAINTIFFS’ READING OF THE STATUTE WOULD RENDER WORDS, PHRASES, AND PROVISIONS MEANINGLESS OR PRODUCE ABSURD RESULTS

TeamHealth Plaintiffs argue that Defendants misunderstand the plain meaning of NRS 42.005. To determine the plain meaning of a statute, courts must read the statute as a whole so as not to produce absurd results or to render any provisions, phrases, or terms meaningless. *Rural Telephone Co. v. Public Utilities Commission*, 133 Nev. 387, 389, 398 P.3d 909, 911 (2017) (“Whether statutory terms are plain or ambiguous depends both on the language used and on the context in which that language is used.”). But instead of looking to the statute as a whole, TeamHealth Plaintiffs narrowly focus on NRS 42.005(2)(b). Plfs’ Opp. at 2, 5.

They contend that the bad faith exception applies to (1) “*any* action brought against an insurer,” (2) “who acts in bad faith,” (3) “regarding its obligation to provide insurance coverage.” Plfs’ Opp. at 2, 5, 8 (emphasis in original).⁴ This disjointed approach to NRS 42.005(2)(b) presents a slew of issues. First, allowing any plaintiff who sues an insurer to avail themselves of the NRS 42.005(2)(b) exception, as TeamHealth Plaintiffs request, would produce absurd results. The

⁴ TeamHealth Plaintiffs also contend that the only relevant part of NRS 42.005 is subsection (2)(b). See Plfs’ Opp. at 2, 5. That is incorrect. The pertinent part of the statute reads as follows:

[W]here is it proven **by clear and convincing evidence** that the defendant has been guilty of **oppression, fraud or malice**, . . . the plaintiff . . . may recover [punitive] damages. . . . The limitations on the amount of an award of . . . punitive damages prescribed in *subsection 1* do not apply to an action brought against . . . [a]n **insurer** who acts in bad faith regarding its obligations to provide insurance coverage. . . . **The findings required by this section**, if made by a jury, **must be made by special verdict along with any other required findings**. . . . For the purposes of an action brought against an insurer who acts in bad faith regarding its obligations to provide insurance coverage, the [statutory] definitions [of **oppression, fraud or malice**] set forth in NRS 42.001 **are not applicable** and the corresponding provisions of the common law apply.

NRS 42.005(1), (2)(b), (3), (5) (emphasis added).



1 Nevada Supreme Court only allows certain litigants to hold insurers liable for bad faith. *Torres v.*
2 *Nev. Direct Ins. Co.*, 131 Nev. 531, 533, 541-42, 353 P.2d 1203, 1205, 1211 (2015) *United Fire*
3 *Ins. Co. v. McClelland*, 105 Nev. 504, 511-12, 780 P.2d 193, 197 (1989). But under TeamHealth
4 Plaintiffs' theory, those litigants would be able to recover bad faith liability in the form of
5 unlimited punitive damages.

6 Second, with their disjointed approach, TeamHealth Plaintiffs argue that bad faith is
7 broader in scope than Nevada courts have historically interpreted bad faith by an insurer. *See* Plfs'
8 Opp. at 6-7 (advancing examples of non-insurer bad faith). However, the term "bad faith" in the
9 statute regards an insurer's obligation to provide insurance coverage. *Rural Telephone Co.*, 133
10 Nev. at 389 ("Whether statutory terms are plain or ambiguous depends both on the language used
11 and on the context in which that language is used."). It is a term of art with a specific meaning
12 that existed before the Nevada Legislature added this language to NRS 42.005. As such, the
13 Legislature is presumed to have used the pre-existing meaning of the term, which requires proof
14 of an insurer and insured relationship and that liability is strictly tied to the insurance policy
15 containing the covenant of good faith and fair dealing. *Infra* at II.B. Simply put, TeamHealth
16 Plaintiffs cannot argue that NRS 42.005(2)(b) is satisfied by an insurer committing any type of
17 bad faith; only bad faith by an insurer in satisfying its coverage obligation to its insured will
18 qualify.

19 Third, TeamHealth Plaintiffs argue that other causes of action and statutory definitions can
20 be substituted for the required finding of bad faith. Plfs' Opp. at 7, 13. Specifically, they contend
21 that bad faith can be replaced by combining either unjust enrichment or a violation of the Unfair
22 Claims Practices Act with a jury's finding of statutory oppression, fraud, or malice. *Id.* (asserting
23 the combination results in a finding of "the *mens rea* that lies at the heart of bad faith," so all
24 elements of bad faith are satisfied). This is impermissible because NRS 42.005(3) requires that
25 the jury decide each required finding by special verdict, including bad faith, and NRS 42.005(5)
26 prohibits the use of the statutory definitions when bad faith is at issue. That means the Court
27 cannot mix and match other causes of actions with the statutory definitions to find bad faith.
28 Relatedly, if different causes of action and the statutory definitions were allowed as substitutes,

1 then the statute's explicit use of "bad faith" would be meaningless. But even if other causes of
2 action could be substituted for bad faith, the law is clear that neither unjust enrichment, a violation
3 of the Unfair Claims Practices Act, nor oppression, fraud, or malice as defined in the statute can
4 be used as a replacement for bad faith.

5 Finally, TeamHealth Plaintiffs assert that the statute's legislative history establishes that
6 uncapped punitive damages are available to anyone who proves that an insurer engaged in bad
7 faith. *Id.* at 14. But TeamHealth Plaintiffs noticeably omit from their selected quotes the very
8 statements showing that the Legislature intended to only protect "insureds." *See id.* Therefore,
9 the exception in NRS 42.005(2)(b) is clearly inapplicable to this case.

10 **A. TeamHealth Plaintiffs' Interpretation of NRS 42.005 Produces Absurd**
11 **Results**

12 TeamHealth Plaintiffs argue that NRS 42.005(2)(b) applies whenever a plaintiff proves
13 that an insurer acted with some form of "bad faith," and the insurer's bad faith relates, no matter
14 how ancillary or tangential, to its insurance coverage obligations. *Id.* at 2, 5, 8. That argument
15 contends that a plaintiff's relationship to the insurer is inconsequential. *Id.* at 8 ("the exception
16 applies to *any* action brought against an insurer" (emphasis in original)). In other words, in
17 TeamHealth Plaintiffs' reading, the bad faith exception is applicable despite the plaintiff not being
18 an insured and even when the liability does not depend on the contract that establishes insurance
19 coverage.

20 Aside from being legally unsupportable, *see infra* at II.B, this reading of the statute
21 produces absurd results. For example, assume that an insured is at fault in a car accident that
22 damages the vehicle of another motorist and the accident is covered under the insured's policy.
23 Further, assume that the motorist whose vehicle was damaged takes his car to a body shop for
24 repairs. Under TeamHealth Plaintiffs' reading of the statute, if the insurer unreasonably denies or
25 delays paying for those vehicle repairs, then the body shop, the other motorist, and the insured
26 could all hold the insurer liable for bad faith. But this is plainly not permissible under Nevada
27 Supreme Court precedent. In *Torres*, the Court held that motorists who are injured by an insured
28 cannot obtain bad faith liability from the insurer. 131 Nev. at 533, 541-42 (holding third-party



claimants have no standing to claim bad faith against an insurer). But TeamHealth Plaintiffs' theory would allow the motorist, or even the body shop, to recover uncapped punitive damages, *i.e.*, bad faith liability, because the motorist and body shop would have sued an insurer, been able to show bad faith, and the lawsuit would have related to the insurer's coverage obligations.⁵

TeamHealth Plaintiffs' understanding of NRS 42.005(2)(b) would also permit a person to recover bad faith liability from an insurer due to the insurer unreasonably denying coverage to his or her spouse. This too is not permitted by Nevada Supreme Court precedent. In *McClelland*, a wife was awarded compensatory damages because an insurer denied benefits to her husband in bad faith. 105 Nev. at 511-12. While the Court found that she was "an incidental beneficiary" of her husband's policy, it ruled that she could not hold the insurer liable for bad faith because she was not a party to the insurance policy and her action could not be tied to the underlying contractual relationship. *Id.* Yet TeamHealth Plaintiffs' position here would allow bad faith liability for uncapped punitive damages because the wife would have sued an insurer, been able to prove bad faith, and the lawsuit would have related to the insurer's coverage obligations.⁶

It is undisputed that TeamHealth Plaintiffs are not in an insured and insurer relationship with Defendants. Just like the wife in *McClelland* and the motorist in *Torres*, they are not parties to the underlying insurance policies. Indeed, pursuant to TeamHealth Plaintiffs' theory, their lawsuit has nothing to do with the underlying insurance policies. Defs' Mot. at 5-12 (representing that their lawsuit is not "dependent upon the terms of any particular patient's [insurance policy] in any way" (quoting Exhibit 1 at 11 & Exhibit 2)).

⁵ Likewise, if an insurer defending an insured in litigation acted in bad faith when it failed to inform the insured about a reasonable settlement offer, the insurer could be held liable for bad faith by *both* the insured and the party who made the settlement offer. After all, the plaintiff who extended the settlement offer would have expended additional litigation expenses after the offer date which would have been caused by the insurer engaging in "bad faith" regarding its "obligations to provide insurance coverage."

⁶ TeamHealth Plaintiffs' reading of the statute would also enable vendors, such as computer software developers, to hold insurers liable for uncapped punitive damages based on bad faith. For instance, assume that an insurer knowingly and in bad faith misrepresents material facts to induce a software developer into contracting with it to create a computer program to adjudicate insurance claims. Now assume that the insurer breaches the vendor contract in bad faith. Under the proffered reading of NRS 42.005(2)(b), the software developer could then recover uncapped punitive damages because it would be suing an insurer for bad faith and the lawsuit would relate, at least tangentially, to the insurer's coverage obligations.



1 To agree with TeamHealth Plaintiffs' position, this Court would have to ignore binding
2 precedent and authorize absurd results.

3 **B. Only Insurer Bad Faith Triggers NRS 42.005(2)(b).**

4 In 1989, the Nevada Legislature added the term of art "bad faith" to NRS 42.005. In order
5 to decide whether the bad faith exception can apply to this case, the contours of that term of art
6 must be understood.

7 TeamHealth Plaintiffs argue that "bad faith," as used in the statute, is inclusive of all forms
8 of the term and not limited to insurer bad faith. Plfs' Opp. at 6-7 (advancing examples of non-
9 insurer bad faith, such as "actual or constructive fraud or a design to mislead or deceive another"
10 (quoting Black's Law Dictionary, the Restatement (Second) of Contracts § 205, and *Land*
11 *Residential Dev. v. Kaiser Aetna*, 100 Nev. 29, 33, 676 P.2d 235, 237-38 (1984))). In TeamHealth
12 Plaintiffs' view, "bad faith" is an independent term that has no pre-existing meaning specific to
13 the conduct of insurers. *See id.* at 2, 6-7. It does not matter, according to them, that the statute
14 refers to "bad faith" in connection with "insurer" or "insurance coverage." So, their argument
15 presumes that the other terms or phrases in the statute, including any immediately surrounding
16 words, are immaterial to the proper understanding of "bad faith." *See id.* Isolating a statutory term
17 in this manner, however, contravenes Nevada's well-established rules of statutory construction.
18 *Rural Telephone Co.*, 133 Nev. at 389.

19 When the Nevada Legislature amended NRS 42.005 to permit uncapped punitive damages
20 in bad faith actions, it used "bad faith" in connection with the term "insurer" and the phrase
21 "regarding [an insurer's] obligations to provide insurance coverage." NRS 42.005(2)(b). As such,
22 the statute's use of the term "bad faith" is limited to the context of insurance coverage. *See Rural*
23 *Telephone Co.*, 133 Nev. at 389, 398 P.3d at 911

24 In the insurance context, bad faith is a term of art that Nevada courts defined long before
25 the Legislature added that language to NRS 42.005. *See, e.g., U.S. Fidelity & Guaranty Co. v.*
26 *Peterson*, 91 Nev. 617, 619-20, 540 P.2d 1070, 1071 (1975) (defining insurer bad faith); *Beazer*
27 *Homes Nevada, Inc. v. Eighth Jud. Dist. Ct.*, 120 Nev. 575, 585, 97 P.3d 1132, 1139 (2004)
28 (finding a term of art exists when the term is subject to "extensive case law"). When the



Legislature uses a term that has a well-defined meaning at common law, it is presumed that the term is used in the common law sense. *Moser v. State*, 91 Nev. 809, 812-13, 544 P.2d 424, 426 (1975). Thus, as used in NRS 42.005, “bad faith” is limited to bad faith by an insurer as defined at common law.

As such, the Court should reject TeamHealth Plaintiffs’ request to apply definitions of bad faith beyond the insurance context. Plfs’ Opp. at 6-7.⁷ TeamHealth Plaintiffs do provide some insight into insurer bad faith. They contend that bad faith is satisfied “where an insurer acts unreasonably and with knowledge that there is no reasonable basis for its conduct.” *Id.* at 7 (quoting *Guaranty Nat’l Ins. Co. v. Potter*, 112 Nev. 199, 206, 913 P.2d 267, 272 (1996)). In doing so, they ignore that additional elements are required to prove that an insurer acted in bad faith regarding its insurance coverage obligations.

Liability for bad faith by an insurer occurs when the parties are in an insurer and insured relationship **and** the insurer has an actual or implied awareness that no reasonable basis exists regarding its coverage obligation. *Pioneer Chlor Alkali Co. v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pennsylvania*, 863 F. Supp. 1237, 1242-44 (D. Nev. 1994); *Pemberton v. Farmers Ins. Exchange*, 109 Nev. 789, 793, 858 P.2d 380, 382 (1993) (holding bad faith exists when “the relationship between the parties is that of insurer and insured”).⁸ In addition, bad faith must derive

⁷ TeamHealth Plaintiffs’ reliance on Black’s Law Dictionary and the Restatement (Second) of Contracts § 205 is misplaced because these authorities are broader in scope than insurer bad faith. Plfs’ Opp. at 6-7. They also rely on *Land Residential Development*, 100 Nev. 29 at 33. *Id.* But that case is neither a bad faith case nor about insurance coverage. *Land Residential Dev.*, 100 Nev. at 31-34 (noting defendant was in the business of buying, selling, and developing land). It concerned a fraud action and the district court’s erroneous instruction that bad faith implied fraud and concealment. *Id.* at 33 (holding that “the concepts of ‘bad faith’ and ‘fraud’ are separate and distinct, requiring allegation and proof of different elements”).

⁸ In other words, there must be (1) an insured that brings suit against (2) an insurer (3) for taking unreasonable action (4) without proper cause, *i.e.*, actual or implied awareness that no reasonable basis exists to take that action. See *Pioneer Chlor Alkali Co.*, 863 F. Supp. at 1242-44; *Pemberton*, 109 Nev. at 793, 858 P.2d at 382. There are different types of unreasonable action, including where an insurer fails to sufficiently communicate with the insured, fails to investigate the insured’s claim, fails to defend an insured, or fails to inform the insured about a reasonable settlement offer, but it “generally arise[s] in the context of improper delay or denial in the payment of valid claims” to the insured or on the insured’s behalf. *Sloane v. State Farm Mut. Auto. Ins. Co.*, 2020 WL 7324643, at *4 (D. Nev. March 9, 2020); *Allstate Ins. Co. v. Miller*, 125 Nev. 300, 310, 212 P.3d 318, 325 (2009); *Farmers Home Mut. Ins. v. Fiscus*, 102 Nev. 371, 374, 725 P.2d 234, 235-36 (1986). But common to all bad faith actions against insurer is the parties’





from the underlying insurance contract that contains the implied covenant of good faith and fair dealing. *McClelland*, 105 Nev. at 511 (“Liability for bad faith is strictly tied to the implied covenant of good faith and fair dealing arising out of an underlying contractual relationship.”). And to support a claim for punitive damages, the bad faith must be *tortious*, NRS 42.005(1)—meaning it the claim must arise out of a “special relationship” characterized by “fiduciary responsibility.” *Ins. Co. of the W. v. Gibson Tile Co.*, 122 Nev. 455, 461–62, 464, 134 P.3d 698, 702, 703 (2006) (without a special relationship, claim for bad faith did not support punitive damages).⁹ Accordingly, NRS 42.005’s bad faith exception can only be triggered with that understanding applied to the term. And here, there is no dispute that TeamHealth Plaintiffs are *not* insureds and were not parties to an insurance contract with Defendants. Thus, NRS 42.005(2)(b) cannot apply in this case.

C. TeamHealth Plaintiffs’ Interpretation of the Statute Would Render NRS 42.005(3) & (5) and the Term “Bad Faith” Meaningless.

Instead of using bad faith, TeamHealth Plaintiffs want to use other causes of action and statutory definitions to support an award of uncapped punitive damages under the bad faith exception. Plfs’ Opp. at 7, 13. Specifically, they want to combine the jury’s findings on either unjust enrichment or the violation of the Unfair Claims Practices Act with the statutory definitions of oppression, fraud, or malice. *Id.* (“those findings demonstrate . . . the *mens rea* that lies at the heart of bad faith”). However, this mix and match process is not permitted by the statute’s plain text and would render bad faith meaningless.

NRS 42.005(3) states that “[t]he findings required by this section, if made by a jury, must be made by special verdict *along with any other required findings.*” (emphasis added). In no uncertain terms, the statute requires that every required finding must be made by the jury’s special

relationship as insurer and insured. *Pemberton*, 109 Nev. at 793, 858 P.2d at 382; *Guaranty Nat’l Ins. Co.*, 112 Nev. at 206, 913 P.2d at 272 (citing *Pemberton*).

⁹ While “[e]xamples of special relationships include those between insurers and insureds, partners of partnerships, and franchisees and franchisers,” the Nevada Supreme Court has never said that such a relationship exists in the arm’s-length transactions between an insurer and a staffing company for providers of medical services. *Gibson Tile Co.*, 122 Nev. at 461–62

1 verdict. In this case, uncapped punitive damages can only be awarded if an “insurer . . . act[ed] in
2 bad faith regarding its obligations to provide insurance coverage.” NRS 42.005(2)(b). Read
3 together, the statute thus requires an express finding by the jury that an insurer acted in bad faith
4 regarding its insurance coverage obligations. It does not permit the Court to make that finding by
5 replacing bad faith with the jury’s findings on other causes of action and statutory definitions.
6 Because TeamHealth Plaintiffs withdrew their request for a bad faith jury instruction and finding,
7 the jury neither evaluated nor made this required finding by special verdict.

8 Moreover, NRS 42.005(5) states that the “definitions . . . of this act are not applicable” to
9 insurer bad faith actions “and the corresponding provisions of the common law apply.” Plainly,
10 the statute precludes the statutory definitions from being used in a case involving an insurer that
11 acts in bad faith regarding its insurance coverage obligations. When punitive damages are sought
12 in those cases, common law definitions of fraud, oppression, and malice govern the jury’s
13 deliberations, not the statutory definitions. As such, the jury was also required to find by clear and
14 convincing evidence that Defendants’ conduct constituted common law oppression, fraud, or
15 malice. Yet, TeamHealth Plaintiffs are now asking this Court to disregard the fact that the jury
16 was never instructed on the common law definitions, and that they never requested those
17 instructions, because the Court instructed the jury on the statutory definitions instead. Plfs’ Opp.
18 at 7. These requests are nakedly in violation of the statute. Thus, *a fortiori*, TeamHealth Plaintiffs
19 are not entitled to uncapped punitive damages.

20 Assuming, *arguendo*, that a jury finding of bad faith can be replaced by a jury finding on
21 another cause of action or statutory definitions, none of the substitutes offered by TeamHealth
22 Plaintiffs do the trick. Neither unjust enrichment, a violation of the Unfair Claims Practices Act,
23 nor oppression, fraud, or malice can serve as a substitute to prove bad faith. The sum of these
24 parts simply does not equal bad faith. *See* Plfs’ Opp. at 7, 13 (asserting that the combination only
25 establishes the *mens rea* element of bad faith without discussing the other elements of bad faith).

26 A finding of bad faith must be in addition to the finding of oppression, fraud, or malice
27 because they are separate required jury findings for recovering uncapped punitive damages. *See*
28 *McClelland*, 105 Nev. at 512 (“bad faith, by itself, does not establish liability for punitive





damages”); *see also Land Residential Dev. v. Kaiser Aetna*, 100 Nev. at 33 (“the concepts of ‘bad faith’ and ‘fraud’ are separate and distinct, requiring the allegation and proof of different elements”). The question of the insurer’s bad faith under NRS 42.005(2)(b) only arises when and if the jury first finds that the insurer engaged in oppression, fraud or malice. As such, a finding of one does not result in a finding of the other. *See McClelland*, 105 Nev. at 512; *Land Residential Dev.*, 100 Nev. at 33; *Myers Building Indus.*, 13 Cal. App. 4th at 961 (rejecting the argument that a jury’s special verdict that defendant acted “malic[iously], fraud[ulently], or oppressi[vely] constitute[d] an implied finding . . . [of] ***fraud***” (emphasis added)).

Unjust enrichment also cannot be substituted for bad faith. It is a well-established principle of Nevada law that unjust enrichment is available only when there is no contract between the parties. *See, e.g., Richey v. Axon Enters., Inc.*, 437 F. Supp. 3d 835, 849 (D. Nev. 2020) (“As a quasi-contract claim, unjust enrichment is unavailable when there is an enforceable contract between the parties.”); *Leasepartners Corp. v. Robert L. Brooks Tr. Dated Nov. 12, 1975*, 113 Nev. 747, 756 (1997) (same). As noted *supra* at II.B, however, liability for bad faith by an insurer must be strictly tied to an underlying insurance contract. *McClelland*, 105 Nev. at 511; *Gibson Tile Co.*, 122 Nev. at 461–62 (finding that without a special relationship, such as insurer and insured, claim for bad faith did not support punitive damages). Because there is no underlying contract in an unjust enrichment cause of action, an unjust enrichment claimant cannot recover bad faith liability. Thus, the statute’s use of bad faith would be meaningless if a totally different cause of action – one that is not even tied to a contract – could supply the necessary jury finding.

The same is true for using a violation of the Unfair Claims Practices Act as a proxy for a finding of bad faith. TeamHealth Plaintiffs argue that an Unfair Claims Practices Act violation “plus something else would constitute bad faith” because *Pioneer Chlor Alkali Co. v. Nat’l Union Fire Ins. Co.* held that an Unfair Claims Practices Act violation is not *per se* an act of bad faith. Plfs’ Opp. at 13.

TeamHealth Plaintiffs fail to explain that *Pioneer* cannot stand for the “plus something else” proposition because the court’s *per se* holding was the result of analysis that concluded that

a violation of the Unfair Claims Practices Act **cannot** be substituted for bad faith.¹⁰ To be sure, the court began its analysis by noting that the two causes of action “involve different legal analyses.” 863 F. Supp. at 1241. Then the court went on to hold that the Nevada Legislature did not codify common law bad faith when it enacted or amended the Unfair Claims Practices Act. *Id.* 1243-44. Similarly, it held that “Nevada’s Supreme Court has never announced that the [Unfair Claims Practices Act] embodies the law of bad faith.” *Id.* at 1244. Indeed, the court observed that “[i]t would be a sweeping change if . . . bad faith [went] beyond an unreasonable denial to include a wide variety of acts . . . by the insurer which take place in the processing of a claim.” *Id.* at 1246. Thus, a violation of the Unfair Claims Practices Act cannot replace a jury finding of bad faith.

Because unjust enrichment, an unfair claims practice, and statutory oppression, fraud, or malice cannot be substituted for bad faith, their use in establishing NRS 42.005(2)(b)’s uncapped punitive damages liability would render bad faith meaningless. Indeed, if that theory was adopted, juries would never have to make the “other required findings” by special verdict as required by the Nevada Legislature.

Finally, even accepting their assertion that a finding of bad faith can be implied from other jury findings, TeamHealth Plaintiffs make no credible argument that the jury made a finding that Defendants engaged in bad faith regarding their **obligations to provide insurance coverage**. NRS 42.005(2)(b). The jury could not and did not render any decision regarding insurance coverage obligations. TeamHealth Plaintiffs’ position from the outset of this litigation was that insurance coverage had no bearing on their right to recovery. Defs’ Mot. at 8 (quoting TeamHealth Plaintiffs: insurance policies “are irrelevant,” “there is no need to consider the existence of any [insurance policy],” and the “dispute with [Defendants] does not involve an employee benefit plan”); *id.* at 9 (quoting TeamHealth Plaintiffs: “the claims asserted . . . have no connection to the [insurance policies],” which “could say that the emergency services will not be covered,” because they do

¹⁰ The court so held even though *Pioneer* at least involved the kind of Unfair Claims Practices Act violation most analytically similar to a common-law bad-faith claim: an insured suing its insurer for unfair treatment. 863 F. Supp. 1237. Perforce in this circumstance, which does not involve an insured suing its insurer, the gap between common law bad faith and the Unfair Claims Practices Act cannot be ignored.

“not form the basis” of the lawsuit); *see also* 6/24/2020 Order Denying Motion to Dismiss at 19 ¶ 31 (“[TeamHealth Plaintiffs’] state law claims . . . neither seek recovery under an ERISA plan, require examination of an ERISA plan, . . . and [t]he Court and jury will not need to reference any ERISA plan to resolve” this rate-of-payment lawsuit). TeamHealth Plaintiffs essentially ask this Court to overlook a required jury finding and write the word “coverage” completely out of the statute.

For these reasons, the bad faith exception in NRS 42.005 cannot be applied in this case.

D. TeamHealth Plaintiffs Omitted Inimical Legislative History, which Supports Defendants’ Motion

While courts do not look to legislative history if a statute is unambiguous, *Sharpe v. State*, 131 Nev. 269, 274, 350 P.3d 388, 391 (2015), the legislative history surrounding NRS 42.005 shows that the bad faith exception is meant to apply only in actions brought by insureds against their insurers. Nothing in the 160 pages of legislative history supports the conclusion that the Nevada Legislature intended to authorize uncapped punitive damages against insurers in actions filed by parties other than their insureds.

In their opposition, TeamHealth Plaintiffs could only muster two quotes from one Assembly Member. *See* Plfs’ Opp. at 14 (citing Plfs’ Opp. Exhibit 3).¹¹ However, those two quotes should actually be one, because they are continuous text. Plfs’ Opp. Exhibit 3 at 31-32. Moreover, TeamHealth Plaintiffs did not share the full quote with the Court. In the first quote, TeamHealth Plaintiffs omitted the actual second sentence without indication. *Id.* Worse, they failed to present this Court with the key, ending sentence to their “second” quote: “Consequently, we want to make sure that the insurance companies who do business in this state cannot make an economic decision to treat Nevada *insureds* oppressively.” Plfs’ Opp. Exhibit 3 at 31-32 (emphasis added).

TeamHealth Plaintiffs failed to disclose that NRS 42.005 is an exception limited to actions filed by insureds because it negates their contention that anyone who sues an insurer can avail themselves of the exception in NRS 42.005. *Id.* at 8 (“the statute’s plain language makes clear the

¹¹ Appendix to Plfs’ Opposition and Cross-Motion (“Plfs’ Opp. Exhibit #”).



exception applies to *any* action brought against an insurer” (emphasis in original)). And, they represented that “if the Legislature intended to limit the exception to actions brought by insureds, it would have said so. But it did not.” *Id.* However, the very legislative history they cite shows that the Legislature did just that. Plfs’ Opp. Exhibit 3 at 31-32.¹² And, in case there was any remaining doubt, the Nevada Legislature plainly and unambiguously implemented that intent by conjoining the term “bad faith” with the phrase “regarding obligations to provide insurance coverage.” Therefore, the exception in NRS 42.005(2)(b) is unavailable to TeamHealth Plaintiffs, as they are not insureds and affirmatively disclaimed any right to insurance coverage.

* * *

Because TeamHealth Plaintiffs’ interpretation of NRS 42.005 would produce absurd results, would render various statutory language meaningless, and is not supported by the legislative history, the Court must apply the plain and clear meaning of the statute and cap punitive damages pursuant to NRS 42.005(1).

III. NRS 42.005(2)(B) ONLY APPLIES TO INSURERS, NOT THIRD PARTY ADMINISTRATORS

TeamHealth Plaintiffs are correct that “insurer” is not defined in Chapter 42, *see* Plfs’ Opp. at 5, so the word must be given its ordinary and plain meaning. *Nguyen v. State*, 116 Nev. 1171, 1175, 14 P.3d 515, 518 (2000). However, they expand the plain meaning of insurer to include entities that assist insurers with their coverage obligations. Plfs’ Opp. at 5 (defining “insurer” as all entities that “receive claims, make decisions about whether claims are covered, decide how much to pay on covered claims, issue payments for covered claims and are entities to whom appeals for coverage are made”). This overly expansive reading erodes corporate form and ignores business judgments to not enter into a certain line of business—the business of underwriting and

¹² TeamHealth Plaintiffs contend that Defendants’ post-verdict statements demonstrate that the 1989 Legislature intended for the bad faith exception to apply in this case. Plfs’ Opp. at 14-15. The danger of this argument is evident. There is nothing wrong with Defendants exercising their lawful rights of appellate review and free speech. Using Defendants’ post-verdict statement to justify a \$60 million punitive damages award would chill these statutory and constitutional rights. Therefore, in deciding how to interpret a statute, the Court should decline TeamHealth Plaintiffs’ invitation to punish a litigant for exercising their appellate and constitutional rights.



1 offering insurance.

2 The plain meaning of insurer is “[s]omeone who agrees, by contract, to assume the risk of
3 another’s loss and to compensate for that loss.” Insurer, Black’s Law Dictionary (11th ed. 2019);
4 *Merriam–Webster’s Collegiate Dictionary* 649, 1365 (11th ed. 2007) (defining “insurer” as “one
5 that insures,” especially as an insurance “underwriter,” which is “one that underwrites a policy of
6 insurance” and “set[s] one’s name to (an insurance policy) for the purpose of thereby becoming
7 answerable for a designated loss or damage on consideration of receiving a premium percent”).
8 Third-party administrators (“TPAs”), by contrast, do not assume another party’s loss or provide
9 the compensation for that loss. Third-Party Administrators (TPA), 2 Health L. Prac. Guide § 19:36
10 (2022) (“Given the nature of TPAs, their services typically are not provided on a risk basis. In
11 other words, the TPA provides administrative services—but it is in no way financially responsible
12 for the cost of care.”).¹³ They facilitate the insurer’s assumption of risk and assist the insurer in
13 compensating covered events. The TPAs that are Defendants in this case, UHS and UMR in
14 totality and UHIC in part, made the business decision to not be insurers. For example, TeamHealth
15 Plaintiffs cite PX 1, an administrative services agreement, to argue that UHIC is still an insurer
16 while being a TPA because the insurer delegated some authority to UHIC. Plfs’ Mot. at 5.
17 However, that administrative services agreement also makes clear that the self-funded employer
18 is the insurer. In entering into the administrative services agreement with UHIC, the self-funded
19 employer had “the sole responsibility to pay, and provide funds, to pay for all Plan benefits.” PX
20 1 at 3. Moreover, the self-funded employer was “solely responsible for providing funds for
21 payment for all Plan benefits payable to . . . non-Network Providers.” PX 1 at 12. Thus, the
22 administrative services agreement clarifies that UHIC is not an insurer, as that term is plainly
23 understood, because it did not contractually assume the risk of the employer’s loss or to
24

25 ¹³ See also Third-Party Administrators, Benefits Guide § 2:57 (2021) (“A third-party administrator (TPA)
26 is a person or firm that takes on the administrative burden of operating an employee benefits plan but does
27 not put its own funds at risk”); Fundamentals of Health Law, American Health Lawyers Association,
28 AHILA-PAPERS P10049915 (1999) (“It is pretty well settled that the regulation of third party
administrators relates to employee benefit plans and does not constitute the business of insurance” (citing
collected cases)).



1 compensate that loss.

2 Additionally, TeamHealth Plaintiffs misrepresent the factual findings and legal holdings
3 of *Albert H. Wohlers & Co. v. Bartigis* to argue that it is inapposite. First, contrary to TeamHealth
4 Plaintiffs' suggestion, the court explicitly found that Wohlers was a third-party administrator. The
5 very first sentence of the opinion states that "[t]his is a case involving fraud, bad faith, and
6 violations of the Nevada Unfair Claims Practices Act by a medical insurance company **and its**
7 **policy administrator.**" *Albert H. Wohlers & Co. v. Bartigis*, 114 Nev 1249, 1252, 969 P.2d 949,
8 952 (1998) (emphasis added). Then the court went on to note that: (1) "[t]he **administrator of the**
9 **policy** [is] appellant Albert H. Wohlers & Co"; (2) "[t]he **medical insurance policies** offered by
10 [the employer] to its members were underwritten by Mutual of New York . . . and **were**
11 **administered by Wohlers**"; and (3) "NRS 686A.310 . . . expressly proscribes unfair practices in
12 settling claims by **an insurer, which Wohlers is not.**" *Id.* at 1253, 1256 (emphasis added).
13 Accordingly, there is no credible basis to assert that Wohlers was not a TPA.

14 Second, Wohlers became the TPA by contracting with the insurer, which "provided [it]
15 with substantial administrative and claims management responsibilities." *Id.* at 1253. These
16 responsibilities provided, but were not limited to, "administer[ing] the policy, shar[ing] in a
17 percentage of the premiums paid, and shar[ing] in [the insurer's] profits that were realized from
18 Wohlers's efforts to keep claim costs down." *Id.* at 1254. The insured submitted a claim for
19 reimbursement of medical expenses under the policy issued by the insurer. *Id.* at 1255. After
20 receiving an explanation of coverage expenses from Wohlers, as the TPA, the insured filed suit
21 alleging a violation of the Unfair Claims Practices Act. *Id.* at 1255-57. The insured sued Wohlers
22 because she believed that the claim reimbursement for certain expenses under the policy was
23 inadequate. *See id.* at 1254-56. Based on these facts, the Supreme Court held that Wohlers, as the
24 TPA, was not an insurer. *Id.* at 1256.

25 Third, TeamHealth Plaintiffs' analysis of *Wohlers* is driven by extraneous material that is
26 not found in the opinion. Plfs' Opp. at 12 & n.10. Specifically, they cite to an Illinois college
27 website published in 2014 instead of the Nevada Supreme Court's 1998 opinion to argue that
28 Wohlers is an insurance agency and not a TPA. But their reliance on evidence outside the record



is improper and cannot negate the court's actual holdings. *See Reno v. Harris*, 111 Nev. 672, 678, 895 P.2d 663, 667 (1995) ("A court's consideration of matters outside the record . . . generally constitutes error."); NRS 47.130 (precluding judicial notice of facts that come from out of jurisdiction or that are subject to reasonable dispute).

Wohlers controls here. As John Haben testified at trial, the TPAs that are Defendants performed similar administrative responsibilities to those performed by *Wohlers*. *See* 11/3/2021 Tr. 86:19-87:13. Likewise, those TPA Defendants do not issue insurance policies and their responsibilities are constrained by the definitions in those policies. *See id.* 11/2/2021 Tr. 44:6-11. Therefore, TeamHealth Plaintiffs have no legal or factual basis to assert that *Wohlers* is inapposite to this case, including its finding that TPAs are not insurers.

IV. IN FAILING TO EXPLAIN HOW THEIR PRIOR REPRESENTATIONS DO NOT BAR UNCAPPED PUNITIVE DAMAGES, TEAMHEALTH PLAINTIFFS PROVED DEFENDANTS' ERISA CONCERNS CORRECT

TeamHealth Plaintiffs made numerous representations to this Court that their lawsuit had nothing to do with insurance coverage and their opposition does not contest those prior statements. They simply argue that Defendants misrepresent or misconstrue their disclaimer. Plfs' Opp. at 9-12. Not true.

In the Motion, Defendants directly quoted statements made by TeamHealth Plaintiffs. They said:

- "the terms of the patients' benefit plans," *i.e.*, the insurance policies, "are irrelevant";
- "there is no need to consider the existence of any [insurance policy], at all";
- the "dispute with [Defendants] does not involve an employee benefit plan";
- "the claims asserted . . . have no connection to the [insurance policies]" and do "not form the basis for" the lawsuit; and
- that they "are not seeking to recover against [Defendants] for any claims arising under their [insurance policies] with their insured[s]."

Defs' Mot. at 7-9 (quoting TeamHealth Plaintiffs' court filings). Yet they offer no explanation for how these quotes are misrepresented or misconstrued. *See* Plfs' Mot. at 11-12.

Based on those representations, TeamHealth Plaintiffs repeatedly took the position that

1 they were not seeking to recover insurance benefits. Indeed, over Defendants' objections,
2 TeamHealth Plaintiffs convinced multiple courts, including this Court, that the lawsuit does not
3 "seek recovery under an ERISA plan, require examination of an ERISA plan, . . . [and] [t]he Court
4 or jury will not need to reference any ERISA plan to resolve the [lawsuit]." 6/24/2020 Order
5 Denying Motion to Dismiss at 19 ¶ 31; *id.* at 4 ¶ 8 (TeamHealth Plaintiffs "[d]o not contend they
6 are owed an additional amount from the patients' ERISA plans." (quoting Notice of Entry of
7 Remand Order)).

8 Now after evading ERISA preemption by convincing courts that they can be awarded
9 damages because their lawsuit had no connection to Defendants' coverage obligations,
10 TeamHealth Plaintiffs unabashedly assert that their case is "tied" to Defendants' insurance
11 coverage obligations, including those that derive from ERISA governed plans. Plfs' Opp. at 6, 10.
12 TeamHealth Plaintiffs assert that:

- 13 • all of the jury's "findings, beginning with the implied contract, [are] tied to
14 Defendants' obligation to provide insurance coverage";
- 15 • "Defendants' obligation to provide insurance coverage created an obligation to
16 effectuate a prompt, fair and equitable settlement";
- 17 • Defendants' "obligation to pay also supports the jury's finding that Defendants
18 formed implied contracts with TeamHealth Plaintiffs and were unjustly enriched";
and
- 19 • Defendants' "obligation to pay lies at the heart of the jury's finding that Defendants
20 engaged in oppression, fraud or malice."

21 *Id.* So, now they tell us.

22 After years of professing otherwise, TeamHealth Plaintiffs *current* argument is that the
23 compensatory damages award is the result of insurance coverage, including coverage provided by
24 ERISA governed plans, and not just an independent legal duty under Nevada law that is unrelated
25 to insurance benefits. Therefore, this Court must either (1) apply the punitive damages statutory
26 cap by ruling consistently with its prior decisions that Defendants' insurance policies are irrelevant
27 to the resolution of this lawsuit; or (2) reverse its prior decisions because TeamHealth Plaintiffs
28 seek recovery premised, at least in part, on ERISA plans.



CONCLUSION

The record is undisputed: the jury's punitive damages verdict is not based on a finding that Defendants acted in bad faith regarding their coverage obligations under policies of insurance. To avoid ERISA preemption, TeamHealth Plaintiffs crafted a litigation position that assured this Court and a federal court that insurance coverage obligations had nothing to do with their lawsuit. And, TeamHealth Plaintiffs' expressly abandoned bad faith as a basis for punitive damages, which is the entire predicate for uncapped damages under NRS 42.005(2)(b). Finally, the plain meaning of NRS 42.005, as well as the legislative history that they cite, precludes TeamHealth Plaintiffs from receiving uncapped punitive damages. Therefore, any judgment entered on the verdict must apply the statutory limitations in NRS 42.005(1).

Dated this 10th day of February, 2022.

/s/ Colby L. Balkenbush

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

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 89169-5996
Telephone: (702) 949-8200

Attorneys for Defendants

Dimitri D. Portnoi, Esq. (*Pro Hac Vice*)
Jason A. Orr, Esq. (*Pro Hac Vice*)
Adam G. Levine, Esq. (*Pro Hac Vice*)
Hannah Dunham, Esq. (*Pro Hac Vice*)
Nadia L. Farjood, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071

K. Lee Blalack, II, Esq. (*Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (*Pro Hac Vice*)
Kevin D. Feder, Esq. (*Pro Hac Vice*)
Jason Yan, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006

Paul J. Wooten, Esq. (*Pro Hac Vice*)
Amanda L. Genovese (*Pro Hac Vice*)
Philip E. Legendy (*Pro Hac Vice*)
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036



CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of February, 2022 a true and correct copy of the foregoing **DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION TO APPLY THE STATUTORY CAP ON PUNITIVE DAMAGES** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

Judge David Wall, Special Master
Attention:
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

Justin C. Fineberg
Martin B. Goldberg
Rachel H. LeBlanc
Jonathan E. Feuer
Jonathan E. Siegelau
David R. Ruffner
Emily L. Pincow
Ashley Singrossi
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
jfineberg@lashgoldberg.com
mgoldberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jfeuer@lashgoldberg.com
jsiegelau@lashgoldberg.com
druffner@lashgoldberg.com
epincow@lashgoldberg.com
asingrassi@lashgoldberg.com

Joseph Y. Ahmad
John Zavitsanos
Jason S. McManis
Michael Killingsworth
Louis Liao
Jane L. Robinson
Patrick K. Leyendecker
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500



1 Houston, Texas 77010
joeahmad@azalaw.com
2 jzavitsanos@azalaw.com
jmcmanis@azalaw.com
3 mkillingsworth@azalaw.com
lliao@azalaw.com
4 jrobinson@azalaw.com
kleyendecker@azalaw.com

5 *Attorneys for Plaintiffs*

6 /s/ Colby L. Balkenbush

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



285

285

Steven D. Grierson

NEOJ

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com

Attorneys for Plaintiffs

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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
SHORTENING TIME FOR HEARING
RE:**

**PLAINTIFFS' MOTION TO UNLOCK
CERTAIN ADMITTED TRIAL
EXHIBITS**

PLEASE TAKE NOTICE that an Order Shortening Time for Hearing on Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits on Order Shortening Time was entered on February 14, 2022, a copy of which is attached hereto.

DATED this 14th day of February, 2022.

McDONALD CARANO LLP

Pat Lundvall (NSBN 3761)
 Kristen T. Gallagher (NSBN 9561)
 Amanda M. Perach (NSBN 12399)
 McDONALD CARANO LLP
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

Justin C. Fineberg (*pro hac vice*)
 Rachel H. LeBlanc (*pro hac vice*)
 Jonathan E. Siegelau (*pro hac vice*)
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road, Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 rleblanc@lashgoldberg.com

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

/s/ Jason S. McManis

Joseph Y. Ahmad (*pro hac vice*)
 John Zavitsanos (*pro hac vice*)
 P. Kevin Leyendecker (*pro hac vice*)
 Jane L. Robinson (*pro hac vice*)
 Jason S. McManis (*pro hac vice*)
 Michael Killingsworth (*pro hac vice*)
 Louis Liao (*pro hac vice*)
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing, P.C.
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 Telephone: 713-600-4901
 joeahmad@azalaw.com
 jzavitsanos@azalaw.com
 kleyendecker@azalaw.com
 jrobinson@azalaw.com
 jmcmanis@azalaw.com
 mkillingsworth@azalaw.com
 lliao@azalaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on this 14th day of February, 2022, I caused a true and correct copy of the foregoing to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq.
Jason A. Orr, Esq.
Adam G. Levine, Esq.
Hannah Dunham, Esq.
Nadia L. Farjood, Esq.
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq.
Jeffrey E. Gordon, Esq.
Kevin D. Feder, Esq.
Jason Yan, Esq.
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

Paul J. Wooten, Esq.
Amanda Genovese, Esq.
Philip E. Legendy, Esq.
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

Michael V. Infuso, Esq.
Keith W. Barlow, Esq.
GREENE INFUSO, LLP
3030 South Jones Blvd., Suite 101
Las Vegas, Nevada 89146

Errol J. King, Jr.
PHELPS DUNBAR, LLP
400 Convention Street, Suite 1100
Baton Rouge, Louisiana 70802

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis

Heather S. Lumin

CLERK OF THE COURT

OST

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

Attorneys for Plaintiffs

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

HEARING REQUESTED

**PLAINTIFFS' MOTION TO UNLOCK
CERTAIN ADMITTED TRIAL
EXHIBITS ON ORDER SHORTENING
TIME**

McDONALD CARANO

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

013032

013032

1 Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-
 2 Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine
 3 (collectively the “Health Care Providers”) move to unlock the admitted trial exhibits that are not
 4 subject to any post-trial motion to seal.

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

8 DATED this 14th day of February, 2022.

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

11 By: /s/ Jason S. McManis

12 P. Kevin Leyendecker (admitted pro hac vice)

13 John Zavitsanos (admitted pro hac vice)

14 Joseph Y. Ahmad (admitted pro hac vice)

15 Jason S. McManis (admitted pro hac vice)

16 Michael Killingsworth (admitted pro hac vice)

17 Louis Liao (admitted pro hac vice)

18 Jane L. Robinson (admitted pro hac vice)

19 Ahmad, Zavitsanos, Anaipakos, Alavi &

20 Mensing, P.C

21 1221 McKinney Street, Suite 2500

22 Houston, Texas 77010

23 kleyendecker@azalaw.com

24 joeahmad@azalaw.com

25 jzavitsanos@azalaw.com

26 jmcmanis@azalaw.com

27 mkillingsworth@azalaw.com

28 lliao@azalaw.com

jrobinson@azalaw.com

Pat Lundvall (NSBN 3761)

Kristen T. Gallagher (NSBN 9561)

Amanda M. Perach (NSBN 12399)

McDonald Carano LLP

2300 West Sahara Avenue, Suite 1200

Las Vegas, Nevada 89102

plundvall@mcdonaldcarano.com

kgallagher@mcdonaldcarano.com

aperach@mcdonaldcarano.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Justin C. Fineberg (admitted pro hac vice)
Rachel H. LeBlanc (admitted pro hac vice)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com

Attorneys for Plaintiffs

**DECLARATION OF JASON MCMANIS IN SUPPORT OF PLAINTIFFS' MOTION
TO UNLOCK CERTAIN ADMITTED TRIAL EXHIBITS ON ORDER SHORTENING
TIME**

I, Jason S. McManis, declare as follows:

1. I am an attorney licensed to practice law in the State of Texas, and am an associate in the law firm of Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing P.C., counsel for Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine (collectively the "Health Care Providers") in the above-captioned case currently pending in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-19-792978-B.

2. This Declaration is made of my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true, and I am competent to testify thereto if called upon to do so.

3. MultiPlan and Defendants have filed various motions to seal admitted trial exhibits in this matter (the "Sealing Motions"). The Sealing Motions do not address all admitted exhibits in the case. Yet, the remaining, unaddresses exhibits, remain locked to public access. Those exhibits are as follows (the "Public Exhibits"):

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893
P027	P146	P317	P482	D4894
P031	P158	P322	P486	D4896
P032	P163	P325	P488	D4914
P033	P165	P363	P492	D4918
P035	P168	P365	P506	D4944
P037	P170	P376	P513	D4971
P040	P183	P379	P530-16	D5174
P043	P185	P412	D1000	D5175
P055	P213	P422	D1001	D5177
P058	P255	P424	D1002	D5180
P061	P261	P428	D1003	D5242
P063	P263	P470	D1004	D5321

P070	P264	P473A	D1005	D5322A
P072	P271	P473B	D4008	D5365
P074	P272	P473B1	D4458	D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

4. In corresponding with the Court's IT staff, it is Plaintiffs' understanding that IT is awaiting an order from the Court to allow them to unlock the Public Exhibits

5. The Health Care Providers have attempted to work with MultiPlan and Defendants to file an agreed Stipulation and Order as to the unlocking of the Public Exhibits. Defendants have delayed, raised purported concerns with the list that were directly refuted by reference to the trial transcripts, and then refused to respond to any follow up correspondence. *See* Ex. A. MultiPlan has not responded at all.

6. The Health Care Providers respectfully request this hearing be taken up after the Court's hearing on the motion for entry of judgment on February 16, 2022.

7. The Health Care Providers seek the relief requested because it has been months since the trial concluded and neither United nor MultiPlan have claimed post-trial confidentiality over any of these admitted trial exhibits.

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

Executed: February 14, 2022

/s/ Jason S. McManis

Jason S. McManis

ORDER SHORTENING TIME

It appearing to the satisfaction of the Court and good cause appearing therefor, IT IS HEREBY ORDERED that the hearing on **PLAINTIFFS' MOTION TO UNLOCK ADMITTED TRIAL EXHIBITS ON ORDER SHORTENING TIME** shall be shortened and heard before the above-entitled Court in Department XXVII on the 16th day of February, 2022 at 1:00 ~~a.m.~~ / p.m., or as soon thereafter as counsel may be heard; that Defendants' opposition, if any, shall be electronically filed and served on or before the 15th day of February, 2022.

Dated this 14th day of February, 2022

Nancy L Allf

Hon. Nancy Allf, District Court Judge
A18 7AC B3CD A02B
Nancy Allf
District Court Judge

TW

013037

McDONALD CARANO

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

As has been the subject of much briefing before the Court, “the courts of this country recognize a general right to inspect and copy public records and documents, including judicial records and documents.” *Nixon v. Warner Comm’ns, Inc.*, 435 U.S. 589, 597 (1978) (citing, *inter alia*, *State ex rel. Nevada Title Guaranty & Trust Co. v. Grimes*, 29 Nev. 50 (1906)). Nevada courts recognize this open courts principle. *Del Papa v. Steffen*, 112 Nev. 369, 374, 915 P.2d 245, 248 (1996) (recognizing that the public has a right to access proceedings in civil cases under state law and the U.S. Constitution). “Every trial on the merits must be conducted in open court.” NRCPP 77(b).

Further, as the Nevada Supreme Court has recognized, this extends to the court records, including admitted trial exhibits: “[a]ll court records in civil actions are available to the public, except as otherwise provided in these rules or by statute.” SRCR 1(3); *see also* SRCR 2(2) (defining “court record” to include “[a]ny . . . exhibit . . . maintained by a court in connection with a judicial proceeding”).

II. ARGUMENT

Plaintiffs seek an order from the Court unlocking all exhibits that were not the subject of any party’s post-trial motion to seal (collectively, the “Public Exhibits”).

During the course of trial, the Court made clear that “the case is locked during trial.” Jury Trial – Day 10 (Nov. 10, 2021) at 102:21; *id.* at 103:10. Trial, however, is now over—but many exhibits still remain locked.

Because no party has sought to seal any of the Public Exhibits, there is no longer any competing interest to weigh against the public interest in full access. Therefore, Plaintiffs request an order unlocking the record with respect to the Public Exhibits:

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893

1	P027	P146	P317	P482	D4894
2	P031	P158	P322	P486	D4896
3	P032	P163	P325	P488	D4914
4	P033	P165	P363	P492	D4918
5	P035	P168	P365	P506	D4944
6	P037	P170	P376	P513	D4971
7	P040	P183	P379	P530-16	D5174
8	P043	P185	P412	D1000	D5175
9	P055	P213	P422	D1001	D5177
10	P058	P255	P424	D1002	D5180
11	P061	P261	P428	D1003	D5242
12	P063	P263	P470	D1004	D5321
13	P070	P264	P473A	D1005	D5322A
14	P072	P271	P473B	D4008	D5365
15	P074	P272	P473B1	D4458	D5464
16	P077	P282	P473C	D4570	D5502
17	P079	P284	P473D	D4643	D5503
18	P082	P287	P473E	D4760	D5508
19	P085	P290	P473F	D4777	D5527
20	P100	P291	P473G	D4863	D5529
21	P120	P293			

III. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court enter an order unlocking the record with respect to the following exhibits:

22	P009	P121	P295	P473H	D4874
23	P012	P122	P296	P473X	D4875
24	P013	P130	P297	P473Y	D4887
25	P014	P142	P299	P473Z	D4891
26	P019	P145	P313	P478	D4893
27	P027	P146	P317	P482	D4894
28	P031	P158	P322	P486	D4896
29	P032	P163	P325	P488	D4914
30	P033	P165	P363	P492	D4918
31	P035	P168	P365	P506	D4944
32	P037	P170	P376	P513	D4971
33	P040	P183	P379	P530-16	D5174
34	P043	P185	P412	D1000	D5175
35	P055	P213	P422	D1001	D5177
36	P058	P255	P424	D1002	D5180
37	P061	P261	P428	D1003	D5242

P063	P263	P470	D1004	D5321
P070	P264	P473A	D1005	D5322A
P072	P271	P473B	D4008	D5365
P074	P272	P473B1	D4458	D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

DATED this 14th day of February, 2022.

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

By: /s/ Jason S. McManis

P. Kevin Leyendecker (admitted pro hac vice)

John Zavitsanos (admitted pro hac vice)

Joseph Y. Ahmad (admitted pro hac vice)

Jason S. McManis (admitted pro hac vice)

Michael Killingsworth (admitted pro hac vice)

Louis Liao (admitted pro hac vice)

Jane L. Robinson (admitted pro hac vice)

Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C

1221 McKinney Street, Suite 2500

Houston, Texas 77010

kleyendecker@azalaw.com

joeahmad@azalaw.com

jzavitsanos@azalaw.com

jmcmanis@azalaw.com

mkillingsworth@azalaw.com

lliao@azalaw.com

jrobinson@azalaw.com

Pat Lundvall (NSBN 3761)

Kristen T. Gallagher (NSBN 9561)

Amanda M. Perach (NSBN 12399)

McDonald Carano LLP

2300 West Sahara Avenue, Suite 1200

Las Vegas, Nevada 89102

plundvall@mcdonaldcarano.com

kgallagher@mcdonaldcarano.com

aperach@mcdonaldcarano.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Justin C. Fineberg (admitted pro hac vice)
Rachel H. LeBlanc (admitted pro hac vice)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of February, 2022, I caused a true and correct copy of the foregoing **PLAINTIFFS' MOTION TO UNLOCK CERTAIN ADMITTED TRIAL EXHIBITS ON ORDER SHORTENING TIME** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
Telephone: (202) 383-5374
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Attention: Mara Satterthwaite & Michelle
Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

/s/ Jason S. McManis

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 Shortening Time 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: 2/14/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
24 Daniel Polsenberg	dpolsenberg@lewisroca.com
25 Joel Henriod	jhenriod@lewisroca.com
26	
27	
28	

1	Abraham Smith	asmith@lewisroca.com
2	Colby Balkenbush	cbalkenbush@wwhgd.com
3	Brittany Llewellyn	bllewellyn@wwhgd.com
4	Pat Lundvall	plundvall@mcdonaldcarano.com
5	Kristen Gallagher	kgallagher@mcdonaldcarano.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Phillip Smith, Jr.	psmithjr@wwhgd.com
11	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
12	Kelly Gaez	kgaez@wwhgd.com
13	Kimberly Kirn	kkirn@mcdonaldcarano.com
14	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
15	Jessica Helm	jhelm@lewisroca.com
16	Cynthia Kelley	ckelley@lewisroca.com
17	Emily Kapolnai	ekapolnai@lewisroca.com
18	Maxine Rosenberg	Mrosenberg@wwhgd.com
19	Mara Satterthwaite	msatterthwaite@jamsadr.com
20	Justin Fineberg	jfineberg@lashgoldberg.com
21	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
22	Virginia Boies	vboies@lashgoldberg.com
23	Martin Goldberg	mgoldberg@lashgoldberg.com
24		
25		
26		
27		
28		

1	Rachel LeBlanc	rleblanc@lashgoldberg.com
2	Jonathan Feuer	jfeuer@lashgoldberg.com
3	Jason Orr	jorr@omm.com
4	Adam Levine	alevine@omm.com
5	Jeff Gordon	jgordon@omm.com
6	Hannah Dunham	hdunham@omm.com
7	Paul Wooten	pwooten@omm.com
8	Dimitri Portnoi	dportnoi@omm.com
9	Lee Blalack	lblalack@omm.com
10	David Ruffner	druffner@lashgoldberg.com
11	Amanda Genovese	agenovese@omm.com
12	Tara Teegarden	tteegarden@mcdonaldcarano.com
13	Errol King	errol.King@phelps.com
14	Emily Pincow	epincow@lashgoldberg.com
15	Cheryl Johnston	Cheryl.Johnston@phelps.com
16	Jonathan Siegelau	jsiegelau@lashgoldberg.com
17	Philip Legendy	plegendy@omm.com
18	Andrew Eveleth	aeveleth@omm.com
19	Kevin Feder	kfeder@omm.com
20	Nadia Farjood	nfarjood@omm.com
21	Jason Yan	jyan@omm.com
22	AZAlaw AZAlaw	TMH010@azalaw.com
23	Beau Nelson	beaunelsonmc@gmail.com
24		
25		
26		
27		
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Marianne Carter	mcarter.mc2021@gmail.com
Dexter Pagdilao	dpagdilao@omm.com
Hollis Donovan	hdonovan@omm.com
Craig Caesar	Craig.Caesar@phelps.com

286

286

Steven D. Grierson

RSPN

D. Lee Roberts, Jr., Esq.
Nevada Bar No. 8877

droberts@wwhgd.com

Colby L. Balkenbush, Esq.

Nevada Bar No. 13066

cbalkenbush@wwhgd.com

Brittany M. Llewellyn, Esq.

Nevada Bar No. 13527

bllewellyn@wwhgd.com

Phillip N. Smith, Jr., Esq.

Nevada Bar No. 10233

psmithjr@wwhgd.com

Marjan Hajimirzaee, Esq.

Nevada Bar No. 11984

mhajimirzaee@wwhgd.com

WEINBERG, WHEELER, HUDGINS,

GUNN & DIAL, LLC

6385 South Rainbow Blvd., Suite 400

Las Vegas, Nevada 89118

Telephone: (702) 938-3838

Facsimile: (702) 938-3864

Daniel F. Polsenberg, Esq.

Nevada Bar No. 2376

dpolsenberg@lewisroca.com

Joel D. Henriod, Esq.

Nevada Bar No. 8492

jhenriod@lewisroca.com

Abraham G. Smith, Esq.

Nevada Bar No. 13250

asmith@lewisroca.com

Lewis Roca Rothgerber Christie LLP

3993 Howard Hughes Parkway, Suite 600

Las Vegas, Nevada 89169-5996

Telephone: (702) 949-8200

Attorneys for Defendants

Dimitri D. Portnoi, Esq. (Admitted Pro Hac Vice)
dportnoi@omm.com

Jason A. Orr, Esq. (Admitted Pro Hac Vice)
jorr@omm.com

Adam G. Levine, Esq. (Admitted Pro Hac Vice)
alevine@omm.com

Hannah Dunham, Esq. (Admitted Pro Hac Vice)
hdunham@omm.com

Nadia L. Farjood, Esq. (Admitted Pro Hac Vice)
nfarjood@omm.com

O'Melveny & Myers LLP
400 S. Hope St., 18th Floor

Los Angeles, CA 90071

Telephone: (213) 430-6000

K. Lee Blalack, II, Esq. (Admitted Pro Hac Vice)
lblalack@omm.com

Jeffrey E. Gordon, Esq. (Admitted Pro Hac Vice)
jgordon@omm.com

Kevin D. Feder, Esq. (Admitted Pro Hac Vice)
kfeder@omm.com

Jason Yan, Esq. (Admitted Pro Hac Vice)
jyan@omm.com

O'Melveny & Myers LLP
1625 Eye St. NW

Washington, DC 20006

Telephone: (202) 383-5374

Paul J. Wooten, Esq. (Admitted Pro Hac Vice)
pwooten@omm.com

Amanda L. Genovese (Admitted Pro Hac Vice)
agenovese@omm.com

Philip E. Legendy (Admitted Pro Hac Vice)
plegendy@omm.com

O'Melveny & Myers LLP

Times Square Tower, Seven Times Square
New York, NY 10036

Telephone: (212) 728-5857

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

**DEFENDANTS' RESPONSE TO
PLAINTIFFS' MOTION TO UNLOCK
CERTAIN ADMITTED TRIAL
EXHIBITS ON ORDER SHORTENING
TIME**

**Hearing Date: February 16, 2022
Hearing Time: 1:00 p.m.**



1 UNITED HEALTHCARE INSURANCE
 2 COMPANY, a Connecticut corporation; UNITED
 3 HEALTH CARE SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; SIERRA HEALTH AND LIFE
 8 INSURANCE COMPANY, INC., a Nevada
 9 corporation; HEALTH PLAN OF NEVADA,
 10 INC., a Nevada corporation,

11 Defendants.

12 Defendants UnitedHealthcare Insurance Company (“UHIC”), United HealthCare
 13 Services, Inc. (“UHS”), UMR, Inc. (“UMR”), Sierra Health and Life Insurance Co., Inc. (“SHL”),
 14 and Health Plan of Nevada, Inc. (“HPN”) (collectively “Defendants”), by and through their
 15 attorneys, hereby submit their Response to Plaintiffs’ Motion to Unlock Certain Admitted Trial
 16 Exhibits (“Motion to Unlock”).

17 This Response is made and based upon the papers and pleadings on file herein, and the
 18 following memorandum of points and authorities.

19 Dated this 15th day of February, 2022.

20 /s/ Brittany M. Llewellyn

21 D. Lee Roberts, Jr., Esq.
 22 Colby L. Balkenbush, Esq.
 23 Brittany M. Llewellyn, Esq.
 24 Phillip N. Smith, Jr., Esq.
 25 Marjan Hajimirzaee, Esq.
 26 WEINBERG, WHEELER, HUDGINS,
 27 GUNN & DIAL, LLC
 28 6385 South Rainbow Blvd.
 Suite 400
 Las Vegas, Nevada 89118

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 89169-5996
 Telephone: (702) 949-8200

Attorneys for Defendants

Dimitri D. Portnoi, Esq. (*Pro Hac Vice*)
 Jason A. Orr, Esq. (*Pro Hac Vice*)
 Adam G. Levine, Esq. (*Pro Hac Vice*)
 Hannah Dunham, Esq. (*Pro Hac Vice*)
 Nadia L. Farjood, Esq. (*Pro Hac Vice*)
 O’Melveny & Myers LLP
 400 S. Hope St., 18th Floor
 Los Angeles, CA 90071

K. Lee Blalack, II, Esq. (*Pro Hac Vice*)
 Jeffrey E. Gordon, Esq. (*Pro Hac Vice*)
 Kevin D. Feder, Esq. (*Pro Hac Vice*)
 Jason Yan, Esq. (*Pro Hac Vice*)
 O’Melveny & Myers LLP
 1625 Eye St. NW
 Washington, DC 20006

Paul J. Wooten, Esq. (*Pro Hac Vice*)
 Amanda L. Genovese (*Pro Hac Vice*)
 Philip E. Legendy (*Pro Hac Vice*)
 O’Melveny & Myers LLP
 Times Square Tower, Seven Times Square
 New York, NY 10036



MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiffs' Motion to Unlock seeks an order from the Court unlocking the record with respect to the following exhibits:

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893
P027	P146	P317	P482	D4894
P031	P158	P322	P486	D4896
P032	P163	P325	P488	D4914
P033	P165	P363	P492	D4918
P035	P168	P365	P506	D4944
P037	P170	P376	P513	D4971
P040	P183	P379	P530-16	D5174
P043	P185	P412	D1000	D5175
P055	P213	P422	D1001	D5177
P058	P255	P424	D1002	D5180
P061	P261	P428	D1003	D5242
P063	P263	P470	D1004	D5321
P070	P264	P473A	D1005	D5322A
P072	P271	P473B	D4008	D5365
P074	P272	P473B1	D4458	D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

This Response memorializes that, since the filing of Plaintiffs' Motion, the parties have reached the following agreements with respect to the exhibits identified above:

1. Exhibits named **D1001–D1005** in Plaintiffs' Motion should be corrected to **P1001–P1005**;
2. **P1001** is subject to Defendants' pending Motion to Seal, and will not be unlocked;
3. **P1005** was not an admitted trial exhibit, and will not be unlocked;
4. **D4008** was not an admitted trial exhibit, and will not be unlocked;



5. **D4458** was not an admitted trial exhibit, and will not be unlocked.

II. RELIEF REQUESTED

For the foregoing reasons, Defendants respectfully request that the Court enter an Order unsealing only the following exhibits:

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893
P027	P146	P317	P482	D4894
P031	P158	P322	P486	D4896
P032	P163	P325	P488	D4914
P033	P165	P363	P492	D4918
P035	P168	P365	P506	D4944
P037	P170	P376	P513	D4971
P040	P183	P379	P530-16	D5174
P043	P185	P412	P1002	D5175
P055	P213	P422	P1003	D5177
P058	P255	P424	P1004	D5180
P061	P261	P428		D5242
P063	P263	P470		D5321
P070	P264	P473A		D5322A
P072	P271	P473B		D5365
P074	P272	P473B1	D1000	D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

Dated this 15th day of February, 2022.

/s/ Brittany M. Llewellyn

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 & DIAL, LLC

Dimitri D. Portnoi, Esq. (Pro Hac Vice)
Jason A. Orr, Esq. (Pro Hac Vice)
Adam G. Levine, Esq. (Pro Hac Vice)
Hannah Dunham, Esq. (Pro Hac Vice)
Nadia L. Farjood, Esq. (Pro Hac Vice)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor



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

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 89169-5996
Telephone: (702) 949-8200

Attorneys for Defendants

Los Angeles, CA 90071
K. Lee Blalack, II, Esq. (*Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (*Pro Hac Vice*)
Kevin D. Feder, Esq. (*Pro Hac Vice*)
Jason Yan, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006

Paul J. Wooten, Esq. (*Pro Hac Vice*)
Amanda L. Genovese (*Pro Hac Vice*)
Philip E. Legendy (*Pro Hac Vice*)
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036



CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of February, 2022, a true and correct copy of the foregoing **DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION TO UNLOCK CERTAIN ADMITTED TRIAL EXHIBITS ON ORDER SHORTENING TIME** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

Judge David Wall, Special Master
 Attention:
 Mara Satterthwaite & Michelle Samaniego
 JAMS
 3800 Howard Hughes Parkway, 11th Floor
 Las Vegas, NV 89123
 msatterthwaite@jamsadr.com
 msamaniego@jamsadr.com

Justin C. Fineberg
 Martin B. Goldberg
 Rachel H. LeBlanc
 Jonathan E. Feuer
 Jonathan E. Siegelau
 David R. Ruffner
 Emily L. Pincow
 Ashley Singrossi
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 mgoldberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jfeuer@lashgoldberg.com
 jsiegelau@lashgoldberg.com
 druffner@lashgoldberg.com
 epincow@lashgoldberg.com
 asingrassi@lashgoldberg.com

Joseph Y. Ahmad
 John Zavitsanos
 Jason S. McManis
 Michael Killingsworth
 Louis Liao
 Jane L. Robinson
 Patrick K. Leyendecker
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing, P.C



1 1221 McKinney Street, Suite 2500
Houston, Texas 77010
2 joeahmad@azalaw.com
jzavitsanos@azalaw.com
3 jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
4 jrobinson@azalaw.com
kleyendecker@azalaw.com
5

6 *Attorneys for Plaintiffs*

7 /s/ Brittany M. Llewellyn

8 An employee of WEINBERG, WHEELER, HUDGINS
9 GUNN & DIAL, LLC
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



287

287

RIS

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road, Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
mgoldberg@lashgoldberg.com
rleblanc@lashgoldberg.com

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.

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmans@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

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

**PLAINTIFFS' REPLY IN SUPPORT OF
CROSS MOTION FOR ENTRY OF
JUDGMENT**

**Hearing Date: February 16, 2022
Hearing Time: 10:30 a.m.**

SUMMARY OF ARGUMENT

Because Plaintiffs' Cross Motion for Entry of Judgment is necessarily tied to Defendants' Motion to Apply the Cap, Plaintiffs offer this short Reply in Support of the Cross Motion and request the Court to enter Plaintiffs' proposed judgment.

At its core, Defendants' position on the cap requires the Court to conclude that the exception only applies to a claim *brought by an insured* against an insurance company for acting in bad faith regarding its coverage obligations *to that insured*.

The exception is not so narrow. If it were, there would be no reason for Defendants to spend so much energy arguing that Plaintiffs abandoned (which Plaintiffs did not) any and all types of bad faith that might otherwise satisfy the exception because Plaintiffs are obviously not insureds. But that is precisely how Defendants lead their arguments in both the Motion and Reply.

Defendants other core argument – that Plaintiffs' interpretation of the exception would mean anyone could sue an insurance company for bad faith– is equally without merit. Plaintiffs do not contend that *anyone* who sues an insurance company would be eligible for the statutory exception to the punitive damages cap.

Rather, Plaintiffs merely contend that the evidence introduced at trial and the jury findings as set forth in Special Verdict questions 10 (unfair claims practices), 16 (oppression, fraud or malice in conduct that constituted unfair claims practices), 1 (unjust enrichment), and 15 (oppression, fraud or malice in conduct that constituted unjust enrichment) establish Defendants' bad faith with regard to their obligations to provide coverage.

That position is supported by the *Myers* case on which Defendants rely, which establishes that a special verdict form may result in implied findings that would support a judgment.

Plaintiffs debunk these two core points, along with Defendants' other arguments, in greater detail below.

MEMORANDUM OF POINTS AND AUTHORITIES

A. There is more than one way to commit bad faith and Plaintiffs' abandonment of one way did not constitute an abandonment of all ways.

Plaintiffs' Third Claim for Relief in the Second Amended Petition – Violation of NRS 686A.020 and 686A.310 – alleges Plaintiffs are entitled to recover punitive damages from Defendants because Defendants “acted in bad faith regarding their obligation to pay the usual and customary fee.” Plaintiffs never abandoned that theory of bad faith.

Instead, Plaintiffs merely abandoned a proposed instruction (and its' incorporation into a separate punitive damage instruction) that said “‘Bad Faith’ means that the insurer had *no reasonable basis for disputing the claim*; and the insurer knew or recklessly disregarded the fact that there was *no reasonable basis for disputing the claim*.” (emphasis added) *See* Nov. 15, 2021Plas. Proposed Jury Instructions (Contested) at 16.

The reason for withdrawing that proposed instruction is obvious. Plaintiffs' theory of bad faith was unrelated to a *denial* of Plaintiffs' claims and focused instead on Defendants' conduct in violating Nevada's Unfair Claims Practices Act (*i.e.*, the allegation in paragraph 96 of the SAC). Indeed, Defendants readily admitted they had not disputed any claim, so submitting a bad faith instruction based on *disputing* claims made no sense.

Consequently, Plaintiffs pursued the bad faith alleged in paragraph 96 of the SAC. That allegation covered the evidence presented and the jury's findings.

Neither Defendants' lengthy arguments, nor the cases they cite require a different conclusion. In fact, *Myers Building* supports the application of 42.005(2)(b) urged by Plaintiffs. In that case, the court struck the punitive damages finding because there was no tort claim presented to the jury. *Myers Building Indus., Ltd. v. Interface Tech., Inc.*, 13 Cal. App. 4th 949, 961 17 Cal. Rptr. 2d 242 (1993) (noting that the plaintiff had obtained a verdict “which found only that Interface had breached its contract with Myers,” and that “without an actual verdict by the jury on a fraud (or other tort) cause of action, the instructions and evidence cannot support the punitive damages award”). Here, Plaintiffs submitted and the jury found bad faith liability based on at least one tort theory; *i.e.*, the Unfair Claims Practices Act.

Tellingly, the court’s discussion in *Myers Building* demonstrates that the substance, and not the form, of jury questions is what matters – noting that “a finding of fraud” could have been “impliedly made by the jury in its special verdict form.” *Id.* This is precisely what happened here: bad faith was impliedly found based on the jury’s answer to Special Verdict questions 10 (unfair claims practices) and 16 (oppression, fraud or malice in conduct that constituted unfair claims practices). The same is equally true based on the jury’s answer to Special Verdict questions 1 (unjust enrichment) and 15 (oppression, fraud or malice in conduct that constituted unjust enrichment). Accordingly, the Court should enter Plaintiffs’ requested judgment.

B. Defendants misstate Plaintiffs’ interpretation of 42.005(2)(b).

Plaintiffs ask the Court to apply the plain meaning of NRS 42.005(2)(b)—nothing more, nothing less. Plaintiffs brought an action against Defendants (insurers) and proved they acted in bad faith with respect to their obligation to provide insurance coverage. NRS 42.005(2)(b). This is the plain language of the statute.

In order to meet those requirements, Plaintiffs do not suggest that anyone could sue an insurer for bad faith (as Defendants portray Plaintiffs’ position);¹ rather, Plaintiffs merely suggest that the evidence presented and jury’s findings to Special Verdict questions 1, 10, 15 and 16 establish a legally sufficient basis to conclude that the Defendants acted in bad faith regarding their obligation to provide insurance coverage. Plaintiffs do not challenge the findings of *Torres* and *McClelland*, nor would a ruling in Plaintiffs’ favor be contrary to either of those opinions.

C. Bad faith is broader than breach of the covenant of good faith and fair dealing, and the plain language of the statute confirms that.

Defendants argue that “bad faith” is a term of art with a specific meaning that existed prior to the legislature’s statutory inclusion of bad faith in 1989. Based on that, Defendants seek to impose an overly restrictive definition of bad faith upon the statute, which is that “bad faith” can

¹ Defendants’ absurd hypotheticals aside, Plaintiffs have never argued it could be “any action” of any conceivable nature. It still must meet the statutory requirements of being an action against an insurer “who acts in bad faith regarding its obligations to provide insurance coverage,” as Defendants did here.

only mean “breach of the implied covenant of good faith and fair dealing” in a claim brought by an insured against an insurance company. That argument ignores Nevada caselaw and guidance prior to 1989 as to the meaning of “bad faith” as well as the plain language of the statute.

On the one hand, Defendants argue that “bad faith” is a term of art that had a specific meaning at common law. On the other, they ignore all common law cases that discuss bad faith outside of the insurance context. In other words, Defendants turn a blind eye to any case that undermines their argument. And, as pointed out in Plaintiffs’ brief, at common law, “bad faith” had a meaning that was inclusive of all forms of bad faith and was not exclusively limited to an insurers breach of the covenant of good faith and fair dealing to its insured, like Defendants’ suggest. *See, e.g., Land Residential Dev. v. Kaiser Aetna*, 100 Nev. 29, 33, 676 P.2d 235, 237–38 (1984); the Restatement (Second) of Contracts § 205. Hence, Defendants’ premise is flawed because it ignores Nevada caselaw and other guidance as to the common law meaning of bad faith.

Even if it were true that the historical meaning of bad faith only involved claims by insureds against insurers, which it is not, that argument ignores the plain language of the statute, which contains no limitation as to who may recover against an insurer under NRS § 42.005(2)(b):

The limitations on the amount of an award of exemplary or punitive damages prescribed in subsection 1 do not apply to **an action brought against:** . . . (b) An insurer who acts in bad faith regarding its obligations to provide insurance coverage.

Section 42.005(2) applies to any “action brought against . . . [a]n insurer.” Under longstanding statutory interpretation principles, the Legislature’s exclusion of a limitation on who may bring suit under NRS § 42.005(2)(b) demonstrates the legislature chose not to limit the exception to what Defendants contend was the accepted meaning of bad faith prior to adoption of the exception in 1989. *See Ex Parte Arascada*, 44 Nev. 30, 35, 189 P. 619, 620 (Nev. 1920) (“[I]t is fair to assume that, when the Legislature enumerates certain instances in which an act or thing may be done, or when certain privileges may be enjoyed, it names all that it contemplates; otherwise what is the necessity of specifying any?”); *Rural Telephone Co. v. Public Utilities Commission*, 133 Nev. 387, 390, 398 P. 3d 909, 911 (Nev. 2017) (citing *Ex Part Arascada*). Thus, by its plain language, NRS 42.005(2)(b) is not limited to actions brought by insureds.

Defendants also do not address the intent behind the Legislature's statutory inclusion of the bad faith exception—that is, to create a mechanism by which a Nevada jury can send a message to the largest and wealthiest of corporations, like United, to deter further oppression, fraud and malice in the state. The context of this case falls squarely within that intent.

Instead of addressing legislative intent, Defendants focus on portions of the legislative history that discuss bad faith in the context of insureds and extrapolate that as dispositive “proof” that NRS 42.005(2)(b) is limited to actions brought by insureds. By doing this, Defendants gloss over a crucial fact: despite that discussion, the legislature did not include the “insured” limitation in the statute. The legislature did not include any plain language in NRS 42.005(2)(b) that would limit the exception only to an action against an insurer by the insured. Rather, the plain language is that of an “action brought against . . . [a]n insurer.” It must be assumed this omission of any insured limitation was deliberate. The legislature's choice to include broad language and leave out any requirement that an action can only be brought by an insured is proof that no such limitation exists. Therefore, because Defendants ask for an interpretation that contravenes both the legislative intent and the plain language of NRS 42.005(2)(b), the Court should reject it and enter Plaintiffs' requested judgment.

D. The jury made a special finding that supports applying the exception to the cap.

Defendants' argument is, effectively, that if the magic words “bad faith” are not included in the jury's findings, then the statutory cap on punitive damages must apply. They cite not a single case in support of that notion.

Plaintiffs did obtain special findings: fraud, oppression, or malice by clear and convincing evidence. This goes beyond the threshold required to establish common law bad faith. Defendants effectively ask the Court to punish Plaintiffs for satisfying a higher standard. But again, that is not the law. Plaintiffs obtained a finding that encompasses bad faith, by an insurer, in connection with the obligation to provide insurance coverage. NRS 42.005(2)(b). The exception applies.

Defendants cite *Pioneer* extensively, but they mistake the opinion for much more than it really is. The federal district court opinion clearly states, after spending pages discussing bad faith causes of action versus statutory violations of NRS 686A.310, that “this opinion should not be

1 construed as a win or a loss for insurers or insureds. Rather, it is an attempt to clarify causes of
 2 action which understandably have confused more than a few persons.” *Pioneer Chlor Alkali Co.,*
 3 *Inc. v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pennsylvania*, 863 F. Supp. 1237, 1251 n.23 (D.
 4 Nev. 1994).

5 But most importantly, the *Pioneer* Court also distinguished its discussion from the punitive
 6 damages cap, explicitly clarifying that its definition of “bad faith” did not establish the bounds of
 7 the cap under NRS 42.005:

8 The Court does note however that the recovery caps on punitive
 9 damages are not applicable for “[a]n insurer who acts in bad faith
 10 regarding its obligations to provide insurance coverage.” *See* NRS
 42.005. The Court need not decide here the Nevada legislature’s
 intent as to the scope of this exception to the recovery caps.

11 *Id.* (emphasis added).

12 In other words, *Pioneer* not only doesn’t mean what Defendants’ say, but it clearly and
 13 directly disclaims that meaning. For that reason, the Court should overrule Defendants’ objections
 14 and enter Plaintiffs’ requested judgment.

15 **E. Plaintiffs have not proposed a judgment with inconsistent remedies, so election of**
 16 **remedies doesn’t apply.²**

17 Defendants do not cite a single case that requires a final judgment to actually spell out the
 18 specific waterfall for legal theories in order to facilitate an appeal. On the contrary, *Allstate*
 19 *Insurance Company v. Miller* holds only that an appellate court “can focus on a legally valid theory
 20 and determine if there is substantial evidence supporting that theory.” 125 Nev. 300, 322 212 P.3d
 21 318, 333 (2009).

22 “The doctrine of election of remedies applies ‘only to *inconsistent* remedies.’” *JA Jones*
 23 *Const. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 288 89 P.3d 1009, 1017 (2004). But
 24 Plaintiffs’ proposed judgment already accounts for that because it only seeks entry of a single
 25 claim for Actual Damages. Thus, there can be no inconsistency in the judgment.

26
 27
 28 ² Plaintiffs have modified the language regarding post-judgment interest consistent with
 Defendants’ argument, so there should be no further objection to that language.

Plaintiffs' Prompt Pay Damages are obviously not inconsistent with actual damages under the other claims. And Plaintiffs seek entry of only one set of Actual Damages. Because the damages questions were all answered identically, and because Plaintiffs' proposed judgment separates Actual Damages, Prompt Pay Damages, and Punitive Damages by Plaintiff and by Defendant, any court on appellate review will have the flexibility to follow the guidance of *Allstate* and render a judgment without ordering a retrial.

CONCLUSION

Plaintiffs respectfully request the Court to (1) deny Defendants' Motion to Enforce the Statutory Cap, (2) enter judgment in their favor and against Defendants as set forth on the attached proposed judgment and (3) award Plaintiffs such other and further relief to which they may be entitled.

DATED this 15th day of February, 2022.

McDONALD CARANO LLP

Pat Lundvall (NSBN 3761)
 Kristen T. Gallagher (NSBN 9561)
 Amanda M. Perach (NSBN 12399)
 McDONALD CARANO LLP
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

Justin C. Fineberg (*pro hac vice*)
 Rachel H. LeBlanc (*pro hac vice*)
 Jonathan E. Siegelau (*pro hac vice*)
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road, Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 rleblanc@lashgoldberg.com

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

/s/ Kevin Leyendecker

Joseph Y. Ahmad (*pro hac vice*)
 John Zavitsanos (*pro hac vice*)
 P. Kevin Leyendecker (*pro hac vice*)
 Jane L. Robinson (*pro hac vice*)
 Jason S. McManis (*pro hac vice*)
 Michael Killingsworth (*pro hac vice*)
 Louis Liao (*pro hac vice*)
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing, P.C
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 Telephone: 713-600-4901
 joeahmad@azalaw.com
 jzavitsanos@azalaw.com
 kleyendecker@azalaw.com
 jrobinson@azalaw.com
 jmcmanis@azalaw.com
 mkillingsworth@azalaw.com
 lliao@azalaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on this 15th day of February, 2022, I caused a true and correct copy of the foregoing to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq.
Jason A. Orr, Esq.
Adam G. Levine, Esq.
Hannah Dunham, Esq.
Nadia L. Farjood, Esq.
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq.
Jeffrey E. Gordon, Esq.
Kevin D. Feder, Esq.
Jason Yan, Esq.
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

Paul J. Wooten, Esq.
Amanda Genovese, Esq.
Philip E. Legendy, Esq.
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

Michael V. Infuso, Esq.
Keith W. Barlow, Esq.
GREENE INFUSO, LLP
3030 South Jones Blvd., Suite 101
Las Vegas, Nevada 89146

Errol J. King, Jr.
PHELPS DUNBAR, LLP
400 Convention Street, Suite 1100
Baton Rouge, Louisiana 70802

Attorneys for Non-Party MultiPlan, Inc.

/s/ Kevin Leyendecker

288

288

Steven D. Grierson

NOTC

D. Lee Roberts, Jr., Esq.
Nevada Bar No. 8877
droberts@wwhgd.com
Colby L. Balkenbush, Esq.
Nevada Bar No. 13066
cbalkenbush@wwhgd.com
Brittany M. Llewellyn, Esq.
Nevada Bar No. 13527
bllewellyn@wwhgd.com
Phillip N. Smith, Jr., Esq.
Nevada Bar No. 10233
psmithjr@wwhgd.com
Marjan Hajimirzaee, Esq.
Nevada Bar No. 11984
mhajimirzaee@wwhgd.com
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
Telephone: (702) 938-3838
Facsimile: (702) 938-3864

Daniel F. Polsenberg, Esq.
Nevada Bar No. 2376
dpolsenberg@lewisroca.com
Joel D. Henriod, Esq.
Nevada Bar No. 8492
jhenriod@lewisroca.com
Abraham G. Smith, Esq.
Nevada Bar No. 13250
asmith@lewisroca.com
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996
Telephone: (702) 949-8200

Attorneys for Defendants

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.

Dimitri D. Portnoi, Esq. (Admitted Pro Hac Vice)
dportnoi@omm.com
Jason A. Orr, Esq. (Admitted Pro Hac Vice)
jorr@omm.com
Adam G. Levine, Esq. (Admitted Pro Hac Vice)
alevine@omm.com
Hannah Dunham, Esq. (Admitted Pro Hac Vice)
hdunham@omm.com
Nadia L. Farjood, Esq. (Admitted Pro Hac Vice)
nfarjood@omm.com
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

K. Lee Blalack, II, Esq. (Admitted Pro Hac Vice)
lblalack@omm.com
Jeffrey E. Gordon, Esq. (Admitted Pro Hac Vice)
jgordon@omm.com
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006
Telephone: (202) 383-5374

Paul J. Wooten, Esq. (Admitted Pro Hac Vice)
pwooten@omm.com
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036
Telephone: (212) 728-5857

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

**DEFENDANTS' INDEX OF TRIAL
EXHIBIT REDACTIONS IN DISPUTE**

Hearing Date: February 10, 2022
Hearing Time: 1:00 p.m.



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.

Defendants UnitedHealthcare Insurance Company (“UHIC”), United HealthCare Services, Inc. (“UHS”), UMR, Inc. (“UMR”), Sierra Health and Life Insurance Co., Inc. (“SHL”), and Health Plan of Nevada, Inc. (“HPN”) (collectively “Defendants”), by and through their attorneys, hereby submit the following index of redactions to be addressed at the hearing set for February 10, 2022. It reflects the parties agreements as of February 9, 2022, which have continued to evolve. As a result, there may be some discrepancies between the parties’ lists that could be resolved at or after the hearing.

In Order of Presentation at the Hearing

Ex. #	Description	Pages in Dispute as of 2/9/22	Court’s Ruling
PX 266	PX 266 is a 37 page strategic business plan titled “Employer & Individual 2019 Business Plan.”	P266.0003; P266.0012; P266.0017; P266.0024–0031; P266.0033–0035; P266.0037	
PX 447	PX447 is a strategic business plan titled “Employer & Individual: 2020 Business Plan.”	P447.0004–0005; P447.0009; P447.0017–0023; P447.0024; P447.0025–0026	
PX 329	PX 329 is a strategic business plan titled “2019 E&I Performance.”	P329.0002–0043; P329.0045–0047	
PX 426	PX 426 is an October 2019 business strategy document titled “Western Region Quarterback Kick-off Summit.”	P426.0013, P426.0016–0019; P426.0020, P426.0021–0023; P426.0025;	





Ex. #	Description	Pages in Dispute as of 2/9/22	Court's Ruling
		P426.0026; P426.0027; P426.0028–0032; P426.0033; P426.0034–0036; P426.0037–0038; P426.0042–0043; P426.0044–0045; P426.0047–0050; P426.0054; P426.0055; P426.0056–0059; P426.0060–0062; P426.0064–0079; P426.0082–0093; P426.0095–0096; P426.0098–0100; P426.0101–0102; P426.0105–0107; P426.0108; P426.0109; P426.0110; P426.0111; P426.0113; P426.0115–0116; P426.0119	
PX 66	PX 66 is a 32 page strategic business plan titled “Commercial Group 2017 Business Plan Strategic Summary.”	P066.0004–0006; P066.0013; P066.0014; P066.0015; P066.0016; P066.0022–0032	
PX 89	PX 89 is a 2017 strategic business plan titled “United Health Networks West Region Review.”	P089.0004–0018; P089.0031–0032; P089.0038–0040; P089.0042; P089.0059; P089.0060; P089.0074–0075; P089.0077–0081; P089.0082; P089.0083; P089.0085–0086; P089.0087; P089.0088; P089.0090; P089.0091; P089.0118–0125;	
PX 236	PX 236 is a 2018 strategic business plan titled “Enterprise Value:	P236.0004; P236.0005–0010;	



Ex. #	Description	Pages in Dispute as of 2/9/22	Court's Ruling
	TCOC.”	P236.0012–0014; P236.0015–0017; P236.0015–0017; P236.0018–0020; P236.0021; P236.0023; P236.0025; P236.0026–0027; P236.0028; P236.0029; P236.0030–0034	
PX 268	PX 268 is a 7 page strategic business plan titled “2019 EHCV Executive Summary.”	P268.0005	
PX 273	PX 273 is a 198 page strategic business plan titled “Re-Defining the E&I Strategy and Enabling Operating Model” from November 2019.	P273.0010–0017; P273.0023–0024; P273.0026–0027; P273.0031–0033; P273.0035–0039; P273.0046; P273.0049–0050; P273.0054–0055; P273.0056–0060; P273.0098–0101; P273.0107; P273.0119–0121; P273.0123–0124; P273.0129; P273.0132; P273.0136–0139; P273.0150; P273.0162; P273.0163–0164; P273.0166; P273.0180; P273.0182; P273.0186–189; P273.0193–198	
PX 288	PX 288 is a 207 page strategic business plan titled “Value Creation: Project Status and Summaries as of January 31, 2019.”	P288.0013; P288.0018–0019; P288.0055; P288.0060–0061; P288.0067; P288.0132;	
PX 294	PX 294 is a 2019 strategic business plan titled “EHCV: Executive Summary.”	P294.0002	



Ex. #	Description	Pages in Dispute as of 2/9/22	Court's Ruling
PX 361	PX361 is an internal United email chain from 2019 regarding United's revenues and budgets.	P361.0003–0008	
PX 378	PX 378 is a 2019 strategic business plan titled "UHN Employer & Individual: Market Competitiveness."	P378.0002; P378.0004–0014; P378.0016–0017; P378.0019–0022	
PX 423	PX 423 is a business strategy document, part of the "Enterprise Health Care Value West Region QB Kick-off Summit" titled "Non Par_Out of Network."	P423.0003–0005	
PX 462	PX 462 is a 2020 strategic business plan titled "West Region 2020 Business Planning."	P462.0003–0005; P462.0011–0019; P462.0021–0022; 462.0027–0034	
PX 471	PX 471 is a business strategy document titled "Commercial Competitor Financial Review."	P471.0004; P471.0006; P471.0007–0008; P471.0012–0013	
PX 476	PX 476 is a 2019 business strategy document titled "Parking Lot."	P476.0003; P476.0005; P476.0008–0012; P476.0013–0014; P476.0015; P476.0018–0021	
PX 509	PX 509 is a 13 page business strategy document titled "UnitedHealthcare – Contract Negotiations - Communication Plan Executive Summary."	P509.0002; P509.0004–0005; P509.0007–0008; P509.0010–0013	
PX 1001	PX 1001 is the audited financial statements for United HealthCare Services, Inc. and subsidiaries for the year ended December 31, 2020.	P1001.0003–0004; P1001.0006–0040	

Ex. #	Description	Pages in Dispute as of 2/9/22	Court Ruling
PX 071	PX 71 is a 2017 Financial Renewal Agreement.	P071.0006	



Ex. #	Description	Pages in Dispute as of 2/9/22	Court Ruling
PX 075	PX 75 is a 2017 Financial Renewal Agreement.	P075.0003	
PX 003	PX 3 is a 2010 Network Access Agreement between UHIC and MultiPlan.	P003.0030; P003.0043–0045; P003.0047	
PX 008	PX 8 is a 2013 Network Access Agreement between UHIC and MultiPlan.	P008.0012–0013; P008.0016–0020; P008.0024; P008.0047–0048; P008.0050; P008.0080; P008.0093–0095; P008.0130–0131	
PX 092	PX 92 is a May 2017 presentation titled Emergency Department Transformation Initiative (EDTI).	P092.0003–0004; P092.0009–0010; P092.0018; P092.0024;	
PX 127	PX 127 is a 2017 Financial Renewal Agreement.	P127.0006	
PX 147	PX 147 is a 2018 Administrative Services Agreement.	P147.0024	
PX 148	PX 148 is a 2018 Financial Renewal Agreement.	P148.0006	
PX 149	PX 149 is a 2018 Financial Renewal Agreement.	P149.0003	
PX 159	PX 159 is a 2018 Master Professional Services Agreement.	P159.0020	
PX 231	PX 231 is a 2018 Network access agreement between UHIC and MultiPlan.	P231.0009–0011	
PX 244	PX 244 is an internal United email chain discussing current UMR out-of-network program offerings.	P244.0009–0010	
PX 246	PX 246 is an October 2018 meeting presentation titled Non-Par Opportunities UHC Ops Meeting.	P246.0004; P246.0005; P246.0009; P246.0010	



Ex. #	Description	Pages in Dispute as of 2/9/22	Court Ruling
PX 265	PX 265 is a 2018 "Region 5 Review" presentation.	P265.004; P265.006; P265.010	
PX 319	PX 319 is an Administrative Services Agreement between UnitedHealthcare Services, Inc and United's customer.	P319.0004	
PX 354	PX 354 is an email with attached May 2019 presentation titled Project Airstream MVP Overview.	P354.0003; P354.0006; P354.0008; P354.0010-0012; P354.0016-0017; P354.0021-0023; P354.0025-0026; P354. 0040	
PX 359	PX 359 is an internal United email chain discussing concerns from a client benefit manager contact.	P359.0001; P359.0003-0007	
PX 367	PX 367 is a presentation titled Out-of-Network Cost Management Programs.	P367.0008 P367.0011	
PX 368	PX 368 is a talking points document titled Out-of-Network Cost Management Programs.	P368.0006 P368.0011	
PX 400	PX 400 is a September 2016 MultiPlan PowerPoint Presentation to UnitedHealthcare regarding projected revenue from suggested new programs for consideration.	P400.0003; P400.0009-0012	
PX 440	PX 440 is an internal United email chain from November 2019 discussing OCM program and talking points.	P440.0001; P440.0003-0004	
PX 464	PX 464 is a United document describing Naviguard in comparison to the OCM program.	P464.0001-0003; P464.0005-0006; P464.0010	
PX 472	PX 472 is a United document outlining customer membership and program selection for out-of-	P472.0001	



Ex. #	Description	Pages in Dispute as of 2/9/22	Court Ruling
	network services.		

Exhibit	Description	Pages in Dispute as of 2/9/22	Court Ruling
DX 4573	DX 4573 is a September 2019 MultiPlan PowerPoint Presentation to UnitedHealthcare titled Competitive Landscape for Cost Management.	D4573.0003–0005; D4573.0007; D4573.0009–0012	
DX 5499	DX 5499 is a 182-page 2017 Administrative Services Agreement between United HealthCare Services, Inc. and its affiliates and a customer.	D5499.0024; D5499.0028; D5499.0054–0089; D5499.0091; D5499.0098; D5499.0101; D5499.0104; D5499.0107; D5499.0110; D5499.0113; D5499.0116; D5499.0119; D5499.0122; D5499.0125; D5499.0128; D5499.0131; D5499.0134; D5499.0137	
DX 5504	DX 5504 is an Equity Healthcare Existing UHC Customer Out Of Network Program Summary, which contains a chart presenting data analyzing specific aggregate amounts allowed for particular clients.	D5504.000001	
DX 5505 ¹	DX 5505 is a 244-page UnitedHealth Group presentation titled: “Value Creation: Project Status and Summaries as of May 31, 2019” reflecting various	D5505.000003; D5505.000030; D5505.000033; D5505.000055; D5505.000085; D5505.000087;	

¹ There are discrepancies between Defendants and TeamHealth Plaintiffs’ lists of resolved pages that could likely could be resolved at a subsequent meet and confer.



Exhibit	Description	Pages in Dispute as of 2/9/22	Court Ruling
	projects led by Value Creation Teams in Clinical Services and Network.	D5505.000090; D5505.000094; D5505.000101–000102; D5505.000104; D5505.000108–000110; D5505.000114; D5505.000121–000122; D5505.000125; D5505.000126; D5505.000130; D5505.000133; D5505.000135 ; D5505.000137; D5505.000139–000141; D5505.000143; D5505.000149; D5505.000164; D5505.000166; D5505.000186; D5505.000192; D5505.000198; D5505.000223; D5505.000236	

Dated this 16th day of February, 2022.

/s/ Brittany M. Llewellyn

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

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 89169-5996
Telephone: (702) 949-8200

Attorneys for Defendants

Dimitri D. Portnoi, Esq. (*Pro Hac Vice*)
Jason A. Orr, Esq. (*Pro Hac Vice*)
Adam G. Levine, Esq. (*Pro Hac Vice*)
Hannah Dunham, Esq. (*Pro Hac Vice*)
Nadia L. Farjood, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071

K. Lee Blalack, II, Esq. (*Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (*Pro Hac Vice*)
Kevin D. Feder, Esq. (*Pro Hac Vice*)
Jason Yan, Esq. (*Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006

Paul J. Wooten, Esq. (*Pro Hac Vice*)
Amanda L. Genovese (*Pro Hac Vice*)
Philip E. Legendy (*Pro Hac Vice*)
O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of February, 2021, a true and correct copy of the foregoing **DEFENDANTS' INDEX OF TRIAL EXHIBIT REDACTIONS IN DISPUTE** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

Judge David Wall, Special Master
 Attention:
 Mara Satterthwaite & Michelle Samaniego
 JAMS
 3800 Howard Hughes Parkway, 11th Floor
 Las Vegas, NV 89123
 msatterthwaite@jamsadr.com
 msamaniego@jamsadr.com

Justin C. Fineberg
 Martin B. Goldberg
 Rachel H. LeBlanc
 Jonathan E. Feuer
 Jonathan E. Siegelau
 David R. Ruffner
 Emily L. Pincow
 Ashley Singrossi
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 mgoldberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jfeuer@lashgoldberg.com
 jsiegelau@lashgoldberg.com
 druffner@lashgoldberg.com
 epincow@lashgoldberg.com
 asingrassi@lashgoldberg.com

Joseph Y. Ahmad
 John Zavitsanos
 Jason S. McManis
 Michael Killingsworth
 Louis Liao
 Jane L. Robinson
 Patrick K. Leyendecker
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing, P.C.
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 joeahmad@azalaw.com



1 jzavitsanos@azalaw.com
2 jmcmanis@azalaw.com
3 mkillingsworth@azalaw.com
4 lliao@azalaw.com
5 jrobinson@azalaw.com
6 kleyendecker@azalaw.com

7 *Attorneys for Plaintiffs*

8 /s/ Cynthia S. Bowman

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

013073

WEINBERG WHEELER
HUDGINS GUNN & DIAL

013073

289

289



NTSO

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

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

**NOTICE OF ENTRY OF
STIPULATION AND ORDER
REGARDING CERTAIN ADMITTED
TRIAL EXHIBITS**

013074

PLEASE TAKE NOTICE that a Stipulation and Order Regarding Certain Admitted Trial Exhibits was entered on February 16, 2022, a copy of which is attached hereto.

DATED this 17th day of February, 2022.

McDONALD CARANO LLP

Pat Lundvall (NSBN 3761)
 Kristen T. Gallagher (NSBN 9561)
 Amanda M. Perach (NSBN 12399)
 McDONALD CARANO LLP
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

Justin C. Fineberg (*pro hac vice*)
 Rachel H. LeBlanc (*pro hac vice*)
 Jonathan E. Siegelau (*pro hac vice*)
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road, Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 rleblanc@lashgoldberg.com

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

/s/ Jason S. McManis
 Joseph Y. Ahmad (*pro hac vice*)
 John Zavitsanos (*pro hac vice*)
 P. Kevin Leyendecker (*pro hac vice*)
 Jane L. Robinson (*pro hac vice*)
 Jason S. McManis (*pro hac vice*)
 Michael Killingsworth (*pro hac vice*)
 Louis Liao (*pro hac vice*)
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing, P.C
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 Telephone: 713-600-4901
 joeahmad@azalaw.com
 jzavitsanos@azalaw.com
 kleyendecker@azalaw.com
 jrobinson@azalaw.com
 jmcmanis@azalaw.com
 mkillingsworth@azalaw.com
 lliao@azalaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on this 17th day of February, 2022, I caused a true and correct copy of the foregoing to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq.
Jason A. Orr, Esq.
Adam G. Levine, Esq.
Hannah Dunham, Esq.
Nadia L. Farjood, Esq.
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq.
Jeffrey E. Gordon, Esq.
Kevin D. Feder, Esq.
Jason Yan, Esq.
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

Paul J. Wooten, Esq.
Amanda Genovese, Esq.
Philip E. Legendy, Esq.
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

Michael V. Infuso, Esq.
Keith W. Barlow, Esq.
GREENE INFUSO, LLP
3030 South Jones Blvd., Suite 101
Las Vegas, Nevada 89146

Errol J. King, Jr.
PHELPS DUNBAR, LLP
400 Convention Street, Suite 1100
Baton Rouge, Louisiana 70802

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis

Heaven S. Hume

CLERK OF THE COURT

SAO

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

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

**STIPULATION AND ORDER
REGARDING CERTAIN ADMITTED
TRIAL EXHIBITS**

McDONALD CARANO

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

013077

013077

1 Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-
2 Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine
3 (collectively, "Plaintiffs"); and defendants UnitedHealthcare Insurance Company; United
4 HealthCare Services, Inc.; UMR, Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan
5 of Nevada, Inc. (collectively, "Defendants") stipulate and agree as follows:

6 1. On November 10, 2021, the Court confirmed on the record that the case is locked
7 during trial. *See, e.g.*, Nov. 10, 2021 Tr. at 103:10 ("The case is locked during trial.").

8 2. On November 11, 2021, Defendants filed a Preliminary Motion to Seal Attorneys'
9 Eyes Only Documents Used At Trial. As part of that motion, Defendants requested "that the Court
10 maintain the AEO status of trial exhibits until the jury renders a verdict," and then after that, the
11 Court could "hear motions to seal or redact certain AEO trial exhibits." Defs. Prelim. Mot. to Seal
12 at 3.

13 3. Following the jury's verdict, Defendants filed a Motion to Seal Certain
14 Confidential Trial Exhibits on December 5, 2021. Defendants also filed Supplement to
15 Defendants Motion to Seal Certain Confidential Trial Exhibits on December 8, 2021.

16 4. Non-Party MultiPlan, Inc. ("MultiPlan") filed a Motion to Seal Certain
17 Confidential Trial Exhibits on December 16, 2021.

18 5. Defendants' Motion to Seal Certain Confidential Trial Exhibits, Supplement to
19 Defendants Motion to Seal Certain Confidential Trial Exhibits, and MultiPlan's Motion to Seal
20 Certain Confidential Trial Exhibits (collectively, the "Sealing Motions") identified all of the
21 admitted trial exhibits which any party sought to seal.

22 6. Plaintiffs responded to the Sealing Motions, and Defendants and MultiPlan filed
23 replies.

24 7. Subsequently, on February 14, 2022, Plaintiffs filed a Motion to Unlock Certain
25 Admitted Trial Exhibits on Order Shortening Time. Defendants responded on February 15, 2022.
26 The parties then conferred regarding certain differences as to the exhibits that were actually
27 subject of the Sealing Motions.
28

8. The parties agree that the following exhibits admitted at trial are not the subject of any of the Sealing Motions:

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893
P027	P146	P317	P482	D4894
P031	P158	P322	P486	D4896
P032	P163	P325	P488	D4914
P033	P165	P363	P492	D4918
P035	P168	P365	P506	D4944
P037	P170	P376	P513	D4971
P040	P183	P379	P530-16	D5174
P043	P185	P412	P1000	D5175
P055	P213	P422		D5177
P058	P255	P424	P1002	D5180
P061	P261	P428	P1003	D5242
P063	P263	P470	P1004	D5321
P070	P264	P473A		D5322A
P072	P271	P473B		D5365
P074	P272	P473B1		D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

9. Accordingly, Plaintiffs and Defendants hereby stipulate and agree that these admitted exhibits are not confidential, not subject to seal, and may be unlocked as part of the Court's public record.

Dated this 16th day of February, 2022.

Respectfully submitted by:

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

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

/s/ Jason S. McManis

/s/ Brittany M. Llewellyn

P. Kevin Leyendecker (admitted pro hac vice)

D. Lee Roberts, Jr., Esq.

Colby L. Balkenbush, Esq.

Brittany M. Llewellyn, Esq.

6385 South Rainbow Blvd., Suite 400

Las Vegas, Nevada 89118

John Zavitsanos (admitted pro hac vice)

Joseph Y. Ahmad (admitted pro hac vice)

Jason S. McManis (admitted pro hac vice)

Michael Killingsworth (admitted pro hac vice)

Dimitri D. Portnoi, Esq. (*Admitted Pro Hac Vice*)

Jason A. Orr, Esq. (*Admitted Pro Hac Vice*)

Adam G. Levine, Esq. (*Admitted Pro Hac Vice*)

Louis Liao (admitted pro hac vice)

Jane L. Robinson (admitted pro hac vice)

1221 McKinney Street, Suite 2500

Hannah Dunham, Esq. (*Admitted Pro Hac Vice*)

Houston, Texas 77010

kleyendecker@azalaw.com

Nadia L. Farjood, Esq. (*Admitted Pro Hac Vice*)

joeahmad@azalaw.com

jzavitsanos@azalaw.com

O'Melveny & Myers LLP

jmcmanis@azalaw.com

400 S. Hope St., 18th Floor

mkillingsworth@azalaw.com

Los Angeles, CA 90071

lliao@azalaw.com

Telephone: (213) 430-6000

jrobinson@azalaw.com

K. Lee Blalack, II, Esq. (*Admitted Pro Hac Vice*)

Justin C. Fineberg (admitted pro hac vice)

Jeffrey E. Gordon, Esq. (*Admitted Pro Hac Vice*)

Rachel H. LeBlanc (admitted pro hac vice)

Kevin D. Feder, Esq. (*Admitted Pro Hac Vice*)

Lash & Goldberg LLP

Jason Yan, Esq. (*Admitted Pro Hac Vice*)

Weston Corporate Centre I

O'Melveny & Myers LLP

2500 Weston Road Suite 220

1625 Eye St. NW

Fort Lauderdale, Florida 33331

Washington, DC 20006

jfineberg@lashgoldberg.com

Telephone: (202) 383-5374

rleblanc@lashgoldberg.com

Pat Lundvall (NSBN 3761)

Paul J. Wooten, Esq. (*Admitted Pro Hac Vice*)

Kristen T. Gallagher (NSBN 9561)

Amanda L. Genovese (*Admitted Pro Hac Vice*)

Amanda M. Perach (NSBN 12399)

McDonald Carano LLP

Philip E. Legendy (*Admitted Pro Hac Vice*)

2300 West Sahara Avenue, Suite 1200

O'Melveny & Myers LLP

Las Vegas, Nevada 89102

Times Square Tower

plundvall@mcdonaldcarano.com

Seven Times Square

kgallagher@mcdonaldcarano.com

New York, NY 10036

aperach@mcdonaldcarano.com

Telephone: (212) 728-5857

Attorneys for Defendants

Attorneys for Plaintiffs

ORDER

IT IS SO ORDERED that the following exhibits admitted at trial shall be considered not confidential, are not subject to seal, and may be unlocked as part of the Court's public record:

P009	P121	P295	P473H	D4874
P012	P122	P296	P473X	D4875
P013	P130	P297	P473Y	D4887
P014	P142	P299	P473Z	D4891
P019	P145	P313	P478	D4893
P027	P146	P317	P482	D4894
P031	P158	P322	P486	D4896
P032	P163	P325	P488	D4914
P033	P165	P363	P492	D4918
P035	P168	P365	P506	D4944
P037	P170	P376	P513	D4971
P040	P183	P379	P530-16	D5174
P043	P185	P412	P1000	D5175
P055	P213	P422		D5177
P058	P255	P424	P1002	D5180
P061	P261	P428	P1003	D5242
P063	P263	P470	P1004	D5321
P070	P264	P473A		D5322A
P072	P271	P473B		D5365
P074	P272	P473B1		D5464
P077	P282	P473C	D4570	D5502
P079	P284	P473D	D4643	D5503
P082	P287	P473E	D4760	D5508
P085	P290	P473F	D4777	D5527
P100	P291	P473G	D4863	D5529
P120	P293			

Dated: February 16, 2022

Dated this 16th day of February, 2022

Nancy L Allf
DISTRICT COURT JUDGE

31A 5F2 ADAB BEE7
Nancy Allf
District Court Judge

1
2
3 Respectfully submitted by:
4 AHMAD, ZAVITSANOS, ANAIPAKOS,
ALAVI & MENSING, P.C

5 /s/ Jason S. McManis

6 P. Kevin Leyendecker (admitted pro hac vice)
7 John Zavitsanos (admitted pro hac vice)
8 Joseph Y. Ahmad (admitted pro hac vice)
9 Jason S. McManis (admitted pro hac vice)
10 Michael Killingsworth (admitted pro hac vice)
11 Louis Liao (admitted pro hac vice)
12 Jane L. Robinson (admitted pro hac vice)
13 1221 McKinney Street, Suite 2500
14 Houston, Texas 77010
15 kleyendecker@azalaw.com
16 joeahmad@azalaw.com
17 jzavitsanos@azalaw.com
18 jmcmanis@azalaw.com
19 mkillingsworth@azalaw.com
20 lliao@azalaw.com
21 jrobinson@azalaw.com
22
23
24
25
26
27
28

Angela Keniston

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
Sent: Wednesday, February 16, 2022 2:11 PM
To: Jason McManis
Cc: Fowler, Jeffrey; John Zavitsanos; Pat Lundvall; Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; TMH010_(Case 34)
Subject: RE: Fremont - Updated Redactions to Trial Exhibits

Thanks Jason. You may add my electronic signature.



Brittany M. Llewellyn, Attorney
Weinberg Wheeler Hudgins Gunn & Dial
 6385 South Rainbow Blvd. | Suite 400 | Las Vegas, NV
 89118
 D: 702.938.3848 | F: 702.938.3864
 www.wwhgd.com | vCard

From: Jason McManis [mailto:jmcm manis@AZALAW.COM]
Sent: Wednesday, February 16, 2022 10:16 AM
To: Llewellyn, Brittany M.
Cc: Fowler, Jeffrey; John Zavitsanos; Pat Lundvall; Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; TMH010_(Case 34)
Subject: Re: Fremont - Updated Redactions to Trial Exhibits

This Message originated outside your organization.

Brittany,

With the extra time before the hearing today, I've prepared the attached stipulation that reflects the list of exhibits identified in Defendants' response last night, with one exception (highlighted in the SAO). D1000 should be P1000 (admitted on 11/19 at page 23).

If you agree, we can remove the highlighting and submit the SAO and moot the pending motion. Let me know if we can add your signature.

Thanks,
 Jason

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
Date: Tuesday, February 15, 2022 at 5:05 PM
To: Jason McManis <jmcm manis@AZALAW.COM>

Cc: Fowler, Jeffrey <jfowler@omm.com>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>, Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <DPolsenberg@lewisroca.com>, Smith, Abraham <ASmith@lewisroca.com>, TMH010_(Case 34) <TMH010@azalaw.com>

Subject: Re: Fremont - Updated Redactions to Trial Exhibits

Great, I think we are all agreed. We'll submit a quick response to your motion noting agreement and can put it on the record tomorrow.

On Feb 15, 2022, at 4:51 PM, Jason McManis <jmcmanis@azalaw.com> wrote:

This Message originated outside your organization.

You are correct, was looking at wrong list.

--

Jason McManis
AZA
1221 McKinney, Ste. 2500
Houston, TX 77010
713.600.4969
jmcmanis@azalaw.com<mailto:jmcmanis@azalaw.com>

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
Date: Tuesday, February 15, 2022 at 6:34 PM
To: Jason McManis <jmcmanis@AZALAW.COM>, Fowler, Jeffrey <jfowler@omm.com>
Cc: John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>, Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <DPolsenberg@lewisroca.com>, Smith, Abraham <ASmith@lewisroca.com>, TMH010_(Case 34) <TMH010@azalaw.com>
Subject: RE: Fremont - Updated Redactions to Trial Exhibits
Thanks Jason.

It looks like D4457 was also included in our motion to seal. With that exception, I believe we have reached a consensus. Please let me know your position on 4457 when you can.

Brittany

From: Jason McManis [mailto:jmcmanis@AZALAW.COM]
Sent: Tuesday, February 15, 2022 3:21 PM
To: Llewellyn, Brittany M.; Fowler, Jeffrey
Cc: John Zavitsanos; Pat Lundvall; Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; TMH010_(Case 34)
Subject: Re: Fremont - Updated Redactions to Trial Exhibits

This Message originated outside your organization.

Brittany,

Thanks for getting back to us.

Agree re: D4008 and D1005/P1005 (will withdraw, not admitted)

Agree re: D1001/P1001 (will withdraw, subject to sealing motion)

D4458 should be D4457. (11/23 Tr. at 134) (should be corrected and unlocked)

Other minor cleanups:

D1002 = P1002 (should be corrected and unlocked)

D1003 = P1003 (should be corrected and unlocked)

D1004 = P1004 (should be corrected and unlocked)

Happy to put the above on the record at the hearing tomorrow and incorporate into the final order.

Thanks,

Jason

--

Jason McManis

AZA

1221 McKinney, Ste. 2500

Houston, TX 77010

713.600.4969

jmcmanis@azalaw.com<mailto:jmcmanis@azalaw.com>

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>

Date: Tuesday, February 15, 2022 at 3:50 PM

To: Jason McManis <jmcmanis@AZALAW.COM>, Fowler, Jeffrey <jfowler@omm.com>

Cc: John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>, Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <DPolsenberg@lewisroca.com>, Smith, Abraham <ASmith@lewisroca.com>

Subject: RE: Fremont - Updated Redactions to Trial Exhibits

Jason,

Following discussions last week, we agree on the below regarding D5322A, and the P473 set. We've identified some additional issues. D1001 is actually P1001, which is subject to our motion to seal. D1005 is likewise P1005, which was not admitted. Similarly, neither D4008 nor D4458 were admitted. Are you willing to withdraw these exhibits from your motion to unlock?

Thanks,

Brittany

From: Jason McManis [mailto:jmcmanis@AZALAW.COM]

Sent: Wednesday, February 9, 2022 6:08 PM

To: Fowler, Jeffrey

Cc: Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall; Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; Craig.Caesar@phelps.com; Michael Infuso (minfuso@greeneinfusolaw.com)

013085

013085

Subject: Re: Fremont - Updated Redactions to Trial Exhibits

This Message originated outside your organization.

PX473 was subject to the motion, but PX473A, PX473B, PX473B1, PX473C, PX473D, PX473E, PX473D, and PX473G were not. If I have that wrong, please point me to the page in your sealing papers.

There is no DX5332A on the list, there is a DX5322A. See 11/19/21 Tr. at 53:6. DX5322A was also not subject to your motion to seal. Again, if you think I have that wrong, please point me to the page in your sealing papers.

Do you have any other comments beyond this? If not, sounds like we've got the complete list.

Let me know.

From: Fowler, Jeffrey <jfowler@omm.com>

Date: Wednesday, February 9, 2022 at 7:58 PM

To: Jason McManis <jmcmanis@AZALAW.COM>

Cc: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>, Roberts, Lee <lroberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <DPolsenberg@lewisroca.com>, Smith, Abraham <ASmith@lewisroca.com>, Craig.Caesar@phelps.com <Craig.Caesar@phelps.com>, Michael Infuso (minfuso@greeneinfusolaw.com) <minfuso@greeneinfusolaw.com>
Subject: Re: Fremont - Updated Redactions to Trial Exhibits

Jason,

We've taken a look and are a bit confused by some of your exhibit numbers. For example, we don't have a record of an admitted exhibit titled, DX5332A. We only know of DX5322, and that's subject to our motion to seal. There are others (like PX473) that we also believe are subject to our motion that appear to be listed. Would you please take a look and be sure your list is not overinclusive?

Jeff

Jeffrey J. Fowler
O'Melveny & Myers LLP
213-430-6404

From: Fowler, Jeffrey
Sent: Wednesday, February 9, 2022 5:46 AM

To: Jason McManis
 Cc: Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall; Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; Craig.Caesar@phelps.com; Michael Infuso (minfuso@greeneinfusolaw.com)
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

Jason, We will respond to you on this today. Thanks. Jeff

On Feb 9, 2022, at 3:23 AM, Jason McManis <jmcm manis@azalaw.com> wrote:

[EXTERNAL MESSAGE]

Brittany and the Lees, we need a response on this today.

--

Jason McManis
 AZA
 1221 McKinney, Ste. 2500
 Houston, TX 77010
 713.600.4969
jmcm manis@azalaw.com

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
 Sent: Monday, February 7, 2022 9:04 PM
 To: Jason McManis; Fowler, Jeffrey; John Zavitsanos; Pat Lundvall
 Cc: Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; craig.caesar@phelps.com; Michael Infuso (minfuso@greeneinfusolaw.com)
 Subject: RE: Fremont - Updated Redactions to Trial Exhibits

Jason,

We are reviewing and will have a response to you as soon as possible.

Thanks,

Brittany

From: Jason McManis [mailto:jmcm manis@AZALAW.COM]
 Sent: Monday, February 7, 2022 4:06 AM
 To: Fowler, Jeffrey; Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall
 Cc: Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; craig.caesar@phelps.com; Michael Infuso (minfuso@greeneinfusolaw.com); TMH010_(Case 34)
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

This Message originated outside your organization.

Jeff (or whoever is responsible from the United side) could we please get a response on this today? Would like to get it on file and out of the way.

From: Jason McManis <jmcm manis@AZALAW.COM>
 Date: Thursday, February 3, 2022 at 11:06 PM

To: Fowler, Jeffrey <jfowler@omm.com>, Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>
 Cc: Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <dpolsenberg@lewisroca.com>, Smith, Abraham <asmith@lewisroca.com>, craig.caesar@phelps.com <Craig.Caesar@phelps.com>, Michael Infuso (minfuso@greeneinfusolaw.com) <minfuso@greeneinfusolaw.com>, TMH010_(Case 34) <TMH010@azalaw.com>
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits
 Jeff,

Following up on yesterday's discussion, please see the attached stipulation and order identifying the exhibits not subject to any party's motion to seal.

Please let us know whether you have any revisions to the list or the language so that we can get this on file.

Thanks,
 Jason

From: Fowler, Jeffrey <jfowler@omm.com>
 Date: Thursday, February 3, 2022 at 12:59 PM
 To: Jason McManis <jmcmanis@AZALAW.COM>, Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>
 Cc: Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <dpolsenberg@lewisroca.com>, Smith, Abraham <asmith@lewisroca.com>, craig.caesar@phelps.com <Craig.Caesar@phelps.com>, Michael Infuso (minfuso@greeneinfusolaw.com) <minfuso@greeneinfusolaw.com>, TMH010_(Case 34) <TMH010@azalaw.com>
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

Thanks, Jason. Let's reserve 4pm CT. (I'm unfortunately not available during the 12:30CT hour.) We'll send around a zoom link. Jeff

Jeffrey J. Fowler
 O'Melveny & Myers LLP
 213-430-6404

From: Jason McManis <jmcmanis@AZALAW.COM>
 Sent: Thursday, February 3, 2022 9:07 AM
 To: Fowler, Jeffrey; Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall
 Cc: Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham; craig.caesar@phelps.com; Michael Infuso (minfuso@greeneinfusolaw.com); TMH010_(Case 34)
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

[EXTERNAL MESSAGE]

Jeff,

I've got an hour window tomorrow at 12:30 CT/10:30 PT, or otherwise free up at 4pm CT. Some specific responses to your email below in blue.

I know I also received additional documents from y'all yesterday evening, which I will try to look at today.

I've also copied in MultiPlan's counsel regarding the scheduling proposal.

Thanks,

Jason

From: Fowler, Jeffrey <jfowler@omm.com>
 Date: Thursday, February 3, 2022 at 10:34 AM
 To: Jason McManis <jmcmanis@AZALAW.COM>, Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>
 Cc: Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, Phillips, Ellie <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <dpolsenberg@lewisroca.com>, Smith, Abraham <asmith@lewisroca.com>
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

Jason,

Thanks again for yesterday's productive meet and confer. It's clear we share a common goal of agreeing on as many redactions as we can (without either party waiving any appellate rights) to hopefully reduce the number we would need to present to the Court at the February 10, 2022 hearing.

It sounds like, to help facilitate our negotiations, we have agreed to push the deadline for submitting updated redactions to early next week. We think that will certainly give the parties additional opportunity to reach agreement and narrow the redactions to include in our final submission. To ensure that we use the time productively, we propose a follow-up meet and confer tomorrow morning, February 4, to share an update on the open issues I outline below and walk through some additional pages/documents for which there appear to be avenues to narrow the scope of disputed issues or eliminate dispute. I am generally flexible tomorrow and could start at 9am PT (I am in Los Angeles).

* I suggest that we agree to move the deadline to file updated redactions to Monday (2/7). That gives us a little bit of time to evaluate Defendants' remaining positions and file any responses on Wednesday (2/9), while also working collectively on preparing a worksheet of sorts that identifies any remaining open issues.

Below I briefly summarize below the points on which the parties were able to reach agreement on yesterday's call, plus several open issues that Defendants have agreed to revisit with TH Plaintiffs. Apologies in advance if I have misstated anything—please let me know if that's the case.

Overall, we understand that TeamHealth Plaintiffs' approach to analyzing the proposed redactions has been to accept those redactions that are similar to the M&A and "Atlanta Analysis" redactions the Court exemplified as acceptable and are standing on redactions that either appear on pages shown to the jury or relate to topics raised at trial. Examples include merger and acquisitions discussions or similar forward-looking acquisition analysis; sensitive data relating to markets unrelated to Nevada (e.g., Colorado or the Northeast region); non-emergency programs and operations, such as facility, and lab operations; and specific unrelated par and MNRP rates, but not aggregated percentages. This is helpful guidance that we will consider as we raise additional documents in a subsequent meet and confer.

Points of Agreement Between the Parties:

- * P066.0015: the parties agree to deem the motion granted as to the "Lex Hardships" "M&A Disruption" sections on the bottom third of the page. Correct.
- * P329.0011-13: the parties agree to deem the motion granted as to the numbers from these pages. Correct.
- * P471.0011: the parties agree to deem the motion granted as to this page. Correct.
- * The parties further agree that, where present, the motion is deemed granted as to specific par rates and specific MNRP rates. Aggregated rates, such as percentages of par median, are not within the scope of that agreement. My only response here is that I don't think I agreed to a universal concept that the motion was granted with respect to all specific par or MNRP rates (for example, there may be some pages that were shown at length to the jury in opening, closing, and during trial, that I believe the Court has already denied the motion). But generally speaking, that is the framework I suggested, within which I am willing to consider targeted proposals about specific rates.

Open Issues for Defendants to Provide Further Update:

- * P089.0029-31: Plaintiffs would consider a proposal from Defendants for more targeted redactions to these pages, to the extent that they address states other than Nevada.
- * P266.0010 and 0012: Plaintiffs would consider a proposal from Defendants targeting specific competitive information, such as growth opportunities and "TPA Prospects," on these pages.
- * P268.0005: Plaintiffs would consider a proposal from Defendants to make more targeted redactions as to non-Nevada programs and information about pharmacy.
- * P273.0031-33 and 0035-39: Plaintiffs would consider a proposal from Defendants to make more targeted redactions on these pages, eliminating redactions covering high-level or abstract statements.
- * P294.0002: Plaintiffs are willing to review narrowed redactions to this page.
- * P329.0003-7: Plaintiffs would consider a proposal from Defendants for targeted redactions covering the non-emergency topics on these pages.
- * Yes, we will consider these proposals.

Thanks again.

Jeff

Jeffrey J. Fowler

O'Melveny & Myers LLP
213-430-6404

From: Jason McManis <jmcm manis@AZALAW.COM>
Sent: Tuesday, February 1, 2022 3:42 PM
To: Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall
Cc: Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Fowler, Jeffrey; Blalack II, K. Lee; Phillips, Ellie; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham
Subject: Re: Fremont - Updated Redactions to Trial Exhibits

[EXTERNAL MESSAGE]

Sure, that works. I may have to break a time or two for other calls, depending on how long things are taking. But I'm hoping we can work relatively quickly.

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
Date: Tuesday, February 1, 2022 at 5:34 PM
To: Jason McManis <jmcm manis@AZALAW.COM>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall <plundvall@mcdonaldcarano.com>
Cc: Roberts, Lee <LRoberts@wwhgd.com>, Balkenbush, Colby <CBalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Fowler, Jeffrey <jfowler@omm.com>, Blalack II, K. Lee <lblalack@omm.com>, 'Phillips, Ellie' <ephillips@omm.com>, Bowman, Cindy S. <CBowman@wwhgd.com>, Polsenberg, Daniel F. <dpolsenberg@lewisroca.com>, Smith, Abraham <asmith@lewisroca.com>
Subject: RE: Fremont - Updated Redactions to Trial Exhibits

Jason,

We are available for the 9am PT start time that you proposed, although we will need to break from 11:00–12:30PT. We understand you and Craig Caesar plan to convene at 1pm PT/3pm CT. Perhaps we reconvene at that time, and if there is a need to continue our meet and confer, we can do it after we are done with MultiPlan. If this schedule works for you, we will go ahead and send a Zoom link and share it with Craig Caesar.

Thank you for your proposal to resolve the issue of appellate rights. We anticipate that we can respond to it tomorrow during our meet and confer.

Thanks,

Brittany

From: Jason McManis [mailto:jmcmanis@AZALAW.COM]
 Sent: Tuesday, February 1, 2022 8:42 AM
 To: Llewellyn, Brittany M.; John Zavitsanos; Pat Lundvall
 Cc: Roberts, Lee; Balkenbush, Colby; Gordon, Jeffrey E.; Fowler, Jeffrey; Blalack II, K. Lee; 'Phillips, Ellie'; Bowman, Cindy S.; Polsenberg, Daniel F.; Smith, Abraham
 Subject: Re: Fremont - Updated Redactions to Trial Exhibits

This Message originated outside your organization.

Brittany,

I have a morning conflict until 11am CT/9am PT, but otherwise am agreeable to your suggestion regarding the schedule.

With respect to your point about preserving rights on appeal, I suggest that we handle it as follows: rather than Plaintiffs agreeing to redactions or Defendants agreeing to withdraw redactions, we will simply note that United's motion was either granted or denied with respect to the specific pages that neither party is seeking further clarification on at the final hearing. The final order can reflect that as well.

We will provide our positions on the new proposal as quickly as we are able.

Thanks,

Jason

From: Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>
 Date: Tuesday, February 1, 2022 at 12:53 AM
 To: Jason McManis <jmcmanis@AZALAW.COM>, John Zavitsanos <jzavitsanos@AZALAW.COM>, Pat Lundvall

<plundvall@mcdonaldcarano.com>

Cc: Roberts, Lee <lroberts@wwhgd.com>, Balkenbush, Colby <cbalkenbush@wwhgd.com>, Gordon, Jeffrey E. <jgordon@omm.com>, Fowler, Jeffrey <jfowler@omm.com>, Blalack II, K. Lee <lblack@omm.com>, 'Phillips, Ellie' <ephillips@omm.com>, Bowman, Cindy S. <cbowman@wwhgd.com>, Polsenberg, Daniel F. <dpolsenberg@lewisroca.com>, Smith, Abraham <asmith@lewisroca.com>
Subject: Fremont - Updated Redactions to Trial Exhibits

Jason,

In accordance with the Court's January 31, 2022 scheduling order, I am attaching Defendants' Log of Revised Redactions. Following this email, we will also transmit copies of the trial exhibits that correspond with the log using O'Melveny's secure email system.

Defendants' positions on this log are intended to comply with the Court's January 12, 2022 rulings and are not intended as concessions; Defendants maintain their original positions on redactions and reserve all rights on appeal.

As the log reflects, Defendants have withdrawn redactions to 53 trial exhibits in their entirety on the basis that the Court denied those redactions. For the trial exhibits that remain, the log identifies dozens of other redactions that Defendants have withdrawn as well as many instances where Defendants believe the Court was not explicit and plan to request a more specific ruling. This includes four trial exhibits—PX236, PX329, PX378, PX426—that, although the Court denied redactions in their entirety, Defendants either seek reconsideration or a clarification of the Court's ruling.

The log includes a column for TeamHealth Plaintiffs to state their position on each trial exhibit. To ensure a productive meet and confer on February 2, 2022, Defendants request that TeamHealth Plaintiffs fill-in its positions in advance of the meeting, and identify which redactions, if any, TeamHealth Plaintiffs will agree to accept without further guidance from the Court.

We are available to meet and confer on February 2, 2022 starting at 8am PT. We propose starting at that time and are prepared to spend as many hours as necessary to discuss each exhibit.

Brittany

<image001.png>

Brittany M. Llewellyn, Attorney

Weinberg Wheeler Hudgins Gunn & Dial

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

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 Stipulation and Order was served via the court's electronic eFile system
15 to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 2/16/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
24 Daniel Polsenberg	dpolsenberg@lewisroca.com
25 Joel Henriod	jhenriod@lewisroca.com
26	
27	
28	

1	Abraham Smith	asmith@lewisroca.com
2	Colby Balkenbush	cbalkenbush@wwhgd.com
3	Brittany Llewellyn	bllewellyn@wwhgd.com
4	Pat Lundvall	plundvall@mcdonaldcarano.com
5	Kristen Gallagher	kgallagher@mcdonaldcarano.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Phillip Smith, Jr.	psmithjr@wwhgd.com
11	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
12	Kelly Gaez	kgaez@wwhgd.com
13	Kimberly Kirn	kkirn@mcdonaldcarano.com
14	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
15	Jessica Helm	jhelm@lewisroca.com
16	Cynthia Kelley	ckelley@lewisroca.com
17	Emily Kapolnai	ekapolnai@lewisroca.com
18	Maxine Rosenberg	Mrosenberg@wwhgd.com
19	Mara Satterthwaite	msatterthwaite@jamsadr.com
20	Justin Fineberg	jfineberg@lashgoldberg.com
21	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
22	Virginia Boies	vboies@lashgoldberg.com
23	Martin Goldberg	mgoldberg@lashgoldberg.com
24		
25		
26		
27		
28		

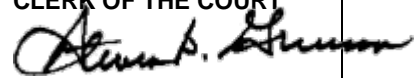
1	Rachel LeBlanc	rleblanc@lashgoldberg.com
2	Jonathan Feuer	jfeuer@lashgoldberg.com
3	Jason Orr	jorr@omm.com
4	Adam Levine	alevine@omm.com
5	Jeff Gordon	jgordon@omm.com
6	Hannah Dunham	hdunham@omm.com
7	Paul Wooten	pwooten@omm.com
8	Dimitri Portnoi	dportnoi@omm.com
9	Lee Blalack	lblalack@omm.com
10	David Ruffner	druffner@lashgoldberg.com
11	Amanda Genovese	agenovese@omm.com
12	Tara Teegarden	tteegarden@mcdonaldcarano.com
13	Errol King	errol.King@phelps.com
14	Emily Pincow	epincow@lashgoldberg.com
15	Cheryl Johnston	Cheryl.Johnston@phelps.com
16	Jonathan Siegelau	jsiegelau@lashgoldberg.com
17	Philip Legendy	plegendy@omm.com
18	Andrew Eveleth	aeveleth@omm.com
19	Kevin Feder	kfeder@omm.com
20	Nadia Farjood	nfarjood@omm.com
21	Jason Yan	jyan@omm.com
22	AZAlaw AZAlaw	TMH010@azalaw.com
23	Beau Nelson	beaunelsonmc@gmail.com
24		
25		
26		
27		
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Marianne Carter	mcarter.mc2021@gmail.com
Dexter Pagdilao	dpagdilao@omm.com
Hollis Donovan	hdonovan@omm.com
Craig Caesar	Craig.Caesar@phelps.com

290

290



TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

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

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, FEBRUARY 17, 2022

TRANSCRIPT OF PROCEEDINGS

RE: MOTIONS HEARING

SEE PAGE 2 FOR APPEARANCES

SEE PAGE 3 FOR MATTERS

RECORDED BY: BRYNN WHITE, COURT RECORDER
TRANSCRIBED BY: KATHERINE MCNALLY, TRANSCRIBER

A P P E A R A N C E S

FOR PLAINTIFF(S) :

PATRICIA K. LUNDVALL, ESQ.
JASON S. McMANIS, ESQ.
JANE ROBINSON, ESQ.
KEVIN LEYENDECKER, ESQ.
JOHN ZAVITSANOS, ESQ.
MICHAEL A. KILLINGSWORTH, ESQ.
JOSEPH Y. AHMAD, ESQ.

FOR DEFENDANT(S) HEALTH PLAN OF NEVADA INC.:

COLBY L. BALKENBUSH, ESQ.
BRITTANY LLEWELLYN, ESQ.
JEFFREY E. GORDON, ESQ.
ABRAHAM G. SMITH, ESQ.
DANIEL F. POLSENBERG, ESQ.

FOR DEFENDANT(S) MULTIPLAN INC.:

CRAIG CAESAR, ESQ.

1 LAS VEGAS, CLARK COUNTY, NEVADA

2 THURSDAY, FEBRUARY 17, 2022 11:02 a.m.

3 * * * * *

4 THE COURT: Thanks, everyone. Please be seated.

5 All right. Let's take appearances, please, in Fremont
6 versus United.

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

10 MR. ZAVITSANOS: John Zavitsanos, on behalf of the
11 Health Care Providers.

12 MR. AHMAD: Joe Ahmad, also on behalf of the Health
13 Care Providers, Your Honor.

14 MR. LEYENDECKER: Kevin Leyendecker, Your Honor, on
15 behalf of the plaintiffs.

16 MR. McMANIS: Jason McManis, Your Honor, for the
17 plaintiffs.

18 MS. ROBINSON: Jane Robinson, also for the plaintiffs,
19 Your Honor. Good morning.

20 MR. KILLINGSWORTH: Your Honor, Michael Killingsworth,
21 for the plaintiffs.

22 THE COURT: Thank you.

23 MR. SMITH: Good morning, Your Honor. Abe Smith and
24 Dan Polsenberg for defendants.

25 THE COURT: Thank you.

013100

013100

1 And on the phone?

2 MR. GORDON: Jeff Gordon, on behalf of the defendants.

3 THE COURT: Thank you. All right. So we're --

4 One more? Brittany Llewellyn?

5 MR. LLEWELLYN: Sorry. Brittany Llewellyn, also on
6 behalf of defendants.

7 MR. BALKENBUSH: And Colby Balkenbush, on behalf of
8 the defendants, Your Honor.

9 THE COURT: Thank you. All right. So what is the
10 agenda?

11 What are we doing for first today, plaintiffs?

12 MR. LEYENDECKER: I believe we are taking up the
13 motions related to the cap and the judgment motion, Your
14 Honor.

15 THE COURT: That's correct.

16 MR. POLSENBERG: Whatever you want, Judge.

17 THE COURT: Is that the order?

18 All right. So let's --

19 MR. POLSENBERG: I know they have some -- some of them
20 have the flights to catch, so that would make sense.

21 THE COURT: Good enough.

22 So who will argue then the defendant's motion to apply
23 the statutory cap?

24 MR. POLSENBERG: I will, Your Honor. I brought
25 Mr. Smith along, just so somebody would laugh at my jokes.

1 MR. SMITH: But not that one.

2 THE COURT: I am usually so formal in the courtroom.
3 I've become very informal in this case. I hope you are not
4 troubled by that.

5 MR. POLSENBERG: You know I am always informal.

6 All right. So this is our motion to establish the
7 application of the caps to the punitive damage award.

8 And you know, in one of their briefs they said that we
9 thought so little of our waiver argument in the original
10 motion that we had become -- I mean, so little of our argument
11 on the merits, we had to come up with the waiver argument.

12 So you notice in our reply, we reversed the order.
13 And let me do that order now, because I think the waiver issue
14 is the most critical issue.

15 Waiver is very important in Nevada. It's become --
16 it's become increasingly more important and increasingly
17 applied by the Nevada Supreme Court.

18 In *First Transit versus Chernikoff* recently, the
19 Nevada Supreme Court issued a published opinion reversing a
20 case in 2019. And then in 2020, they withdrew that and issued
21 an unpublished order, an authored order by Chief Justice
22 Pickering. That's unusual to have an authored unpublished
23 order.

24 And what they said there was that the issue on which
25 they have previously reversed wasn't preserved. And the issue

013102

013102

1 critical to that opinion was that the defendants there on a
2 wrongful death claim said that the decedent should --
3 obviously not the issue we have here -- but the decedent
4 should be on the verdict form.

5 And the Supreme Court said, Even though you have said
6 that -- and I think actually it was obvious what that meant --
7 all you are saying then is just add another line on the
8 verdict form. Even though you said that, you didn't propose a
9 verdict form that had the decedent on it, and therefore the
10 issue wasn't preserved.

11 Here, I think it is far, far more obvious. It's
12 express waiver. It is abandonment. It is disclaiming that
13 the issue exists.

14 You know, throughout our briefs we cite the
15 November 22nd transcript at page 310. We cite lines 20 to 22,
16 where they expressly withdrew and abandoned the bad faith
17 claim.

18 But you know, it's far more than those three lines. I
19 mean, it goes on for pages and pages. You know, until about
20 that time frame, I had been pretty quiet during the trial.
21 And when those issues were coming up, I was making sure --

22 THE COURT: You are never quiet. You sit there and
23 make faces on everything -- don't ever play poker, because
24 when you disagree with something being said, it shows all over
25 your face. Sorry.

1 MR. POLSENBERG: But at least I was quiet. I wasn't
2 on the transcript.

3 Oh, and I know, I always tell the truth.

4 But there I was, I mean, we were having the
5 interchange back and forth. I am even saying, You withdraw
6 what? I wanted the record clear on that. And I wanted the
7 record clear for a number of reasons.

8 One, it was obvious to me they were withdrawing any
9 bad faith claim, but that wasn't new.

10 But one of the reasons I was making the record clear
11 is there are some federal cases that say, If there are issues
12 you have in the case that you don't submit to the jury, in
13 certain circumstances then you have the judge decide those.

14 Now, I can't waive my clients' right to a jury trial
15 in a case like this. So I wanted to make clear that they were
16 not just not submitting the case to the jury, they were
17 abandoning it and withdrawing it. So I don't think there is
18 any bad faith claim whatsoever.

19 Here is what they said on page 310, We are not
20 pursuing bad faith as a basis for punitive damages.

21 I think if you go further in the transcript, a couple
22 pages after 310, you will see that they said, We are only
23 going to the jury on four claims: Implied contract, unjust
24 enrichment, the Unfair Claims Practices Act, and the Prompt
25 Payment Act.

013104

013104

1 So it is clear to me, not only that they dropped the
2 claim, but clearly that they dropped it as a basis for
3 punitive damages.

4 And if you go through the transcripts on the 22nd and
5 the 23rd, I mean, we are mentioning *Allstate Miller* all the
6 time. And it's funny because in their surreply brief, they
7 are coming in and saying, Well, we may have given up some
8 forms of bad faith, but not other forms of bad faith.

9 Now, we discussed during the trial -- and we had many
10 conferences on jury instructions and verdict forms. We
11 discussed *Allstate Miller* where it was just a bad faith claim
12 that we are talking about in that case. That there were three
13 bases for the bad faith claim. And on appeal, the Supreme
14 Court said at least one of them wasn't any good. And since we
15 didn't break them down as to what they were, we had to try
16 that case over again.

17 They can't come in here now and say, well, they waived
18 some forms of bad faith but not other forms of bad faith,
19 because they didn't submit any type of bad faith claim to the
20 jury.

21 They seem to be -- and I will go into it in a little
22 more detail later, or I may be forgiving and not bother
23 everybody with the time it would take for it -- but they seem
24 to be saying that their Unfair Claims Practices Act contained,
25 in paragraph 96, also a claim for bad faith.

1 Well, that's not true. It didn't. And what they
2 proposed to the jury was not a bad faith claim. I don't think
3 they had evidence on a bad faith claim on a denial of
4 coverage. I don't think that they submitted jury instructions
5 on it. We have a whole set of jury instructions in our three
6 sets of standard forms in Nevada. They didn't propose any of
7 them. And it wasn't on the verdict form.

8 So even without the express disclaimer, I think they
9 have waived it. And they abandoned it. Even though they are
10 saying now that they are somehow reviving it in paragraph 96
11 of their second amended complaint, paragraphs 11 through 16
12 make clear that it is abandoned. It's abandoned in the Joint
13 Pretrial Memo, pages 5 and 6.

14 Their claim was about to the value of their service.
15 It wasn't about bad faith.

16 And as I will discuss at the end, they also, in their
17 efforts to avoid removal to federal court and the risk of
18 preemption, they disavowed any reliance on the policy. They
19 disavowed any third-party beneficiary. They were just going
20 on implied contract and unjust enrichment.

21 I think they have expressly waived it. I think they
22 have abandoned it. I think they made a thoughtful decision
23 not to go forward with bad faith. And I think they are
24 judicially estopped from making the argument there.

25 In their surreply, they say that I am arguing that

1 they weren't the magic words, bad faith. Oh, no, no. I am
2 arguing so much more than that. It was not a bad faith claim,
3 and it was waived.

4 And I am not -- what that also did is added another
5 element of error to the whole trial. You know, if you look at
6 NRS 42.005, it created the cap in 1985. It created the
7 exceptions in 1985. And in 1995, it added a provision that
8 said, In insurance bad faith cases, the new definitions, which
9 would be malice, oppression, fraud, conscious disregard, don't
10 apply. That the common law applies.

11 And the reason for that -- I think the reason for that
12 is pretty easy if you look at the 1995 legislative history.
13 The NRA, the Nevada Resort Association, came into the
14 legislature with a proposal -- a series of proposals --
15 reforms on punitive damages. They actually lowered the
16 standard for punitive damages, except for insurance bad faith
17 cases. And the reason they did this is because they wanted
18 provisions that said, Okay. You can be liable without actual
19 intent to injure for punitive damages. And under NRS 41.007,
20 you can vicariously liable under certain circumstances without
21 an intent to harm. And then in the third provision they said
22 that can be insurable.

23 The casinos wanted the law to be that, at least for
24 most businesses, you could be liable for punitive damages in a
25 way that insurance would cover it all. But they didn't make

1 those provisions -- they, meaning the legislature -- didn't
2 make those provisions apply to insurance bad faith cases,
3 because obviously if you've got a case against an insurance
4 company, you don't -- the insurance company doesn't need to
5 worry about insurance for themselves. They could have
6 reinsurance, but I mean, that's really getting into the weeds.

7 So the old common law definitions for punitive damages
8 apply in an insurance bad faith case. Since they waived the
9 insurance bad faith case, we didn't ask for the instructions
10 under the old definitions.

11 Before 1995, I am fairly sure that malice, express or
12 implied -- the Nevada Supreme Court expressly said that that
13 meant proof of malice, express or implied. It didn't have the
14 current implied malice standard. You had to show an intent to
15 harm.

16 And if they went to the jury on a bad faith case, we
17 would have asked for those instructions. I think you would've
18 had to have given those instructions. If you didn't give
19 those instructions, I think we would have a new trial. But it
20 was all gone because they waived that argument.

21 And I am not saying that this was bad practice. I
22 think it's obvious that these are practitioners of the highest
23 quality. I think this was a knowing and wise decision not to
24 go forward on bad faith for a number of reasons.

25 But let's look at what we are talking about. What is

1 the meaning of 42.005? You know, it is not a catchall
2 provision. It's not any claim involving an insurer. It's --
3 what it says is it doesn't apply to an action against an
4 insurer who acted in bad faith regarding its obligations to
5 provide insurance coverage.

6 Now, plaintiffs come in here -- you know, it reminds
7 me of a scene from a Michael Keaton movie where he takes this
8 word and he breaks it down into syllables. And he gives the
9 meaning of each syllable so that the meaning of the word is
10 completely different when he has done.

11 And they are doing that here. They are saying, Okay.
12 What you need is three things: There has to be an insurer.
13 Hey, this is an insurance company.

14 It has to be bad faith. And these guys were bad.

15 And it has to do with insurance.

16 But a couple of things wrong with that. I think they
17 are missing some things, and I think they are failing to look
18 at the entire idea of 42.005(2)(a). You have to look at the
19 concepts of insurer and bad faith and coverage altogether.

20 So we know that it has to be related to an insured's
21 claim on coverage that falls into the definition of insurance
22 bad faith.

23 Now, what really makes me do -- you know, they come in
24 and they argue, well, you know, look at the legislative
25 intent; look at the clear wording of the statute. If they had

1 meant to say an insurer, they would have put it in there.

2 But, no. Look at 42.005(2)(a) where they said it
3 doesn't apply -- the cap doesn't apply to an action against a
4 manufacturer, distributor, or seller of a defective product.
5 Now, clearly there we are talking about someone who has a
6 claim under the established law of products liability for a
7 defective product and would have it as against a manufacturer
8 or distributor or seller.

9 If we took their reading that it -- of (2)(b), (2)(a)
10 would mean anyone who distributed a product that happened to
11 be defective would have no cap.

12 So if I was distributing a product, and it's in the
13 back of my truck, and I am in a car accident, there would be
14 no cap that would apply to me because I apply -- I am a
15 distributor of a product that is defective.

16 Now, you have got to look at what we are really
17 talking about in the meaning of that.

18 You know, I had an oral argument once in the Ninth
19 Circuit where Judge Kozinski said, you know, I would either
20 give the Nevada Legislature a D- for writing or an A- for
21 creative writing.

22 If we look at the language of the statute, it's pretty
23 clear what it is that the legislature is trying to do. And we
24 are looking at coverage, and we are looking at the idea of an
25 insured, and we are looking at bad faith. So --

013110

013110

1 And we are doing that in the context of the 1989 tort
2 reforms. Remember, 1989 was a huge year for tort reform. And
3 there were a lot of proposals in the legislature, and only two
4 got through that I can figure out.

5 One was NRS 41.141, the elimination of several
6 liability with some exceptions; and the other one is here
7 under NRS 42.005, a cap on punitive damages with some
8 exceptions. And I think those exceptions have to be
9 interpreted in light of the legislative intent to do tort
10 reform.

11 And if you look at the specific legislative history,
12 you know, it is a fascinating legislative history, if you read
13 it. Our friends, Gene Porter and Matt Callister, both
14 abstained from the vote because they were attorneys and,
15 therefore, had a conflict of interest.

16 But Bob Sader did talk. Apparently he was a different
17 kind of lawyer. So he made the remarks that everybody is
18 quoting.

19 And so when he is talking about bad faith, it is clear
20 that he is talking about insurance bad faith, not just any
21 breach of the duty of good faith and fair deal. And he is
22 talking about insurers. He is talking about most of the bad
23 faith claims are small damages to the insurers -- health
24 benefits, burglary benefits, disability benefits.

25 It is clear that the legislature is talking about

1 insurance bad faith claims by insurers.

2 And I think we could look at the idea of bad faith --
3 the words of bad faith in 42.005(2)(b), in light of the
4 evolved body of case law.

5 Let me give you another example of what I am talking
6 about. In *State Farm versus All Electric*, and I guess that is
7 about 1983, the Nevada Supreme Court declared the statutes of
8 repose, saying you can't exclude the owners; you can't exclude
9 product manufacturers and suppliers, because that violates
10 equal protection.

11 Ten years later, in *Wise versus Bechtel*, the Nevada
12 Legislature reenacted -- that year, reenacted the statutes of
13 repose, added owners, kept out material men -- which is a
14 gender bias word -- let's say product suppliers, and it went
15 to the Nevada Supreme Court.

16 In *Wise versus Bechtel*, the Supreme Court said we can
17 look at our established evolving law to get the meaning and
18 intent of a statute.

19 So it makes sense in the '90s for the legislature to
20 have -- when the Supreme Court is interpreting the 1983
21 legislative change -- to have excluded products manufacturers,
22 because there is a whole body of law that has evolved about
23 products liability.

24 So let's look at the history of bad faith and
25 insurance bad faith. Now, they take me to task saying that

013112

013112

1 I've clearly forgotten that bad faith is not just insurance
2 bad faith.

3 Well, you know, anybody who has been practicing less
4 than I have, when they hear bad faith, they probably think of
5 insurance bad faith. We've had insurance bad faith in Nevada
6 since 1975, *U.S. F&G versus Peterson*. We saw a big boon in
7 those types of cases in the '80s. In 1984, Shernoff and
8 Levine moved into Las Vegas. And they had their seminars and
9 their law office and their books, and it became a burgeoning
10 practice of law.

11 So when we hear bad faith, we think of insurance bad
12 faith. It is clear that Bob Sader and the legislative history
13 is talking the peculiar idea of bad faith -- that is insurance
14 bad faith.

15 Is there another -- is there another form of bad
16 faith? Well, yeah. There is a general idea of a breach of
17 the covenant of good faith and fair dealing. We can see that
18 in *Butch Lewis*, which is actually way after *Peterson*. But
19 that was the case where the Hilton and a boxer had a contract.
20 And the Hilton claimed that they didn't breach the contract,
21 because it wasn't expressly excluded that they couldn't do the
22 particular act. And the Supreme Court said, No. It was the
23 spirit and the concept of the commercial -- even though it was
24 a commercial policy.

25 So the covenant of good faith and fair dealing was

1 used as a way to establish the breach. It's not the same
2 thing as insurance bad faith. Insurance bad faith is a type
3 of tortious breach of a special kind of contract. An
4 insurance policy is a special type of contract. And the
5 relationship between an insured and an insurer is a special
6 relationship.

7 You can see that on page 14 of our reply brief, our
8 original reply brief. You can see it in *Insurance Company of*
9 *the West versus Gibson Tile*. You can see it in *Powers versus*
10 *USAA*, where the Court said, and the defendant conceded, that
11 an insurance company is akin to a fiduciary to an insured. So
12 there are special duties in those.

13 I think you can have -- there might be three types of
14 breaches that we are talking about here. In bad faith, you
15 can have a first-party breach that would be bad faith. That's
16 where the insured is bringing the claim. It's either in the
17 first party claim, UM, Med Pay; or it's in a third-party claim
18 where the claimant is suing the insured -- and we all know
19 from *Nautilus* this is a hot topic right now -- where the
20 claimant is suing the insured, and the insurance company isn't
21 properly defending the insured. That's the first-party
22 relationship between the insured and the insurer. The
23 claimant doesn't have a bad faith claim.

24 The Supreme Court has repeatedly rejected that in
25 *Gunny and Torres*.

1 And here I think we are even in a more remote type of
2 claim. They don't have a claim against the insured. They've
3 disclaimed that notion. They are like a vendor.

4 If the insurance company in an auto claim were to send
5 the car out to be repaired, what they owed the mechanic is not
6 a claimant's claim. It's a vendor claim. And bad faith
7 clearly doesn't apply here. The plaintiffs are not
8 insureds -- let me try to zip through some of this.

9 So even if there is a contract here, the contract is
10 the implied contract for them to be paid. As they say, this
11 isn't a case about benefits. It's a case about rates. So
12 they don't have that kind of special relationship.

13 In their surreply, they raise the argument about
14 legislative history. Well, you know, they used -- I just --
15 December, I had a Supreme Court argument while we were in
16 trial. And I used the phrase about the canon of construction,
17 *expressio* one thing *est exclusio* everything else.

18 And they raised that doctrine, but that's not what we
19 are talking about here. We are not talking about the Supreme
20 Court has exactly said certain things fit in here and left out
21 something else. It is implicit. The only way to read the
22 statute is to say that the claim for bad faith has to be by an
23 insured.

24 I meant it when we argued that their argument seems to
25 be that any action against an insurer would not be subject to

1 the cap, would fall under the exclusion.

2 You know, now they are coming in and they are saying,
3 what I think amounts to, is any action against an insurer with
4 punitive damages is not subject to the cap.

5 But, you know, even in -- I rely a lot on *Pioneer*
6 *Chlor Alkali*, and I've said before why. I mean, we discussed
7 the Unfair Claims Practices Act an awful lot during this
8 trial. I mean, there are very few cases that have stayed in
9 Nevada State Court having to do with the Unfair Claims
10 Practices Act. Most of those get moved to federal court.

11 I had a case, ironically called *Federal*, that got to
12 the Nevada Supreme Court, I was hoping they would explain the
13 Unfair Claims Practices Act. They didn't, so we have to rely
14 on the District of Nevada cases.

15 But in *Pioneer Chlor Alkali*, the federal court made
16 clear that the definition of bad faith is an insurer's denial
17 of cover -- denial or refusal to pay an insured's claim. It
18 is all the interrelationship between the insurer and the
19 insured.

20 And it has to do with coverage. It just can't be any
21 claim against an insurer. It has to be about coverage.

22 If you look at the cases, the leading cases on bad
23 faith, we are talking -- just as *Pioneer Chlor* talked about
24 the denial or refusal to pay; *Powers*, it was whether the
25 sinking of the sailboat was a covered event; *Federal*, in the

1 case I just mentioned, it had to do whether it fell under
2 property damage or business interruption because they have
3 different policy limits. In *Hires*, it was a false claim.

4 So the issue in a bad faith case has to be that it --
5 that something falls within the policy terms. It doesn't have
6 to do with value.

7 And *Bartgis* is a classic coverage case. Now, in that
8 case, it had to do with an association insurance. That is the
9 worst kind of medical insurance. Because if you belong to an
10 association, like the Clark County Bar Association, you will
11 only opt into that insurance if you can't get it anywhere else
12 by being employed. So that's a bad pool.

13 So there it was, they wrote the policy to lower the
14 premium. And so as a result, it didn't cover ancillary
15 charges, which meant that if you were in the hospital for a
16 certain period of time, the insurance wouldn't cover your
17 operating room. So that's a classic coverage case.

18 And coverage is different from the Unfair Claims
19 Practices Act. As I say, it is a loss within the terms of the
20 policy. We see that in *Zurich American*, we see it in *National*
21 *Auto versus Havas*.

22 So I don't think their claims would fall under the
23 traditional notion of bad faith. I don't think they fall
24 under the 42.005(2)(b) exception.

25 Now, third-party administrators. You know,

1 42.005(2) (b) says you have to be an insurer. *Pioneer Chlor*
2 *Alkali* talks about what an insurer is.

3 And I have got two parties and one other party that
4 sometimes falls into this category.

5 I have got UHS.

6 I have got UMR -- they are administrators. They are
7 bound to administer. They have no obligation to provide
8 coverage. So I do not think they are an insurer. I don't
9 think there is an insurer under *Bartgis*.

10 Now, *Bartgis* is a funky case. And I am trying to
11 figure out how they're trying to distinguish *Bartgis*. They
12 seem to be saying if you look at some law review article in
13 Illinois, Wohlers, the administrator, was actually an agent or
14 a broker. Well, I am not sure what their argument was.

15 But I do know from Wohlers, that the defendant
16 there -- but realize, the administrator was not liable under
17 the Unfair Claims Practices Act because they weren't an
18 insurer. The Supreme Court said that.

19 Now, they were liable for some other things, but
20 that's because they were so much more. Sure, they could have
21 been an agent or a broker. The Supreme Court said they were a
22 joint venturer.

23 If you look at 679A.100, it defines an insurer as
24 every person engaged as a principal. So if they were a joint
25 venturer, they had other forms of liability.

1 And in *Insurance Company of the West versus Gibson*
2 *Tile*, the Nevada Supreme Court said that Insurance Company of
3 the West was not subject to bad faith. I mean, they are an
4 insurance company. They even have the words insurance company
5 in their name. But they weren't operating as a provider of
6 insurance coverage in that case and couldn't be liable for bad
7 faith, because there they were a surety dealing with the
8 principal.

9 So the Supreme Court said that faith doesn't even
10 apply in those circumstances.

11 Now to say that they fall under the statute,
12 plaintiffs are doing a little bit of mix and match. They are
13 saying, well, you know, if you take a little bit of the idea
14 of the Unfair Claims Practices Act and then a little idea of
15 the punitive damages, you have got a big pile that's even
16 higher than the pile we would have to have to show bad faith.

17 THE COURT: So can I interrupt just for a second?

18 MR. POLSENBERG: Please.

19 THE COURT: Because I don't want to cut you off.

20 I had to status checks at 11:15, they take about a
21 minute each. Let me just pivot to do that so that those
22 parties can be heard.

23 And that will give you a chance to regroup so you can
24 give us your best argument.

25 MR. POLSENBERG: You did warn me of that and I

1 appreciate that, Your Honor.

2 THE COURT: That's all right.

3 [Recess taken from 11:35 a.m., until 11:36 a.m.]

4 THE COURT: -- my undivided attention and not worry
5 about those two other cases, Mr. Polsenberg.

6 MR. POLSENBERG: Thank you, Your Honor.

7 So let me deviate for a second back to something that
8 I already talked about.

9 I mentioned their paragraph 96, because it -- and this
10 fits in with the mix-and-match concept that I'm talking about.
11 They are saying part of their Unfair Claims Practices Act
12 allegation in their complaint brings up a concept from bad
13 faith.

14 I don't think that works. I don't think it works
15 because you've got to go with what you went to the jury on, or
16 it is a waived and abandoned, a disclaimed cause of action.

17 And if you look at their allegations under
18 paragraph 96, it's the same -- in their original set of the
19 verdict form, that was Question 6. They had it written into
20 what they were going to propose to the Court. And then they
21 withdrew that, so it was never submitted to the jury. They
22 had jury instructions on the concept that they -- that they
23 had originally put forward, but then did not propose when we
24 settled jury instructions.

25 So their mix-and-match concept has to do with what

013120

013120

1 they are claiming is *mens rea*.

2 Now, I will admit that there are requisite states of
3 mind that we are talking about. But the Unfair Claims
4 Practices Act predicates and the bad faith predicates are
5 completely different. They went to the jury, at least in
6 part, and what the jury could have found for them only on this
7 part, on the failure to effectuate prompt, fair, and equitable
8 settlement of claims. And that's under 686A.310. But that
9 doesn't give you bad faith.

10 And for bad faith, you have to have no basis for your
11 determination, again on a coverage issue, and you know, or
12 reasonably should know, that you have no basis. And this is a
13 Nevada law going all the way back to [indiscernible], so it
14 has to be both wrong and wrongful, and that's not what you
15 have under an Unfair Claims Practices Act.

16 And you can't graft the punitive damage determination
17 onto one of the underlying bases for the punitive damage to
18 make it, change it, evolve it, warp it, distorted it, into a
19 bad faith claim, because they are there two different things.
20 You can't --

21 And the California cases have said fraud is not the
22 same as bad faith. Bad faith is not required to have punitive
23 damages. The jury could have found punitive damages without
24 finding bad faith.

25 And in Nevada, we say you don't have -- well, at least

1 in *Pioneer Chlor*, the District of Nevada, you don't have to
2 have bad faith to equal punitive damages. So the fact that
3 they recovered punitive damages is not enough to do this. And
4 especially when you look at what the jury should have been
5 instructed on in a bad faith claim.

6 Now, in a footnote in *Countrywide*, Chief Justice
7 Parraguirre talks about how the 1995 statutes on punitive
8 damages change the concept of what you need for punitive
9 damages. And he talked about how the prior cases, like
10 *Maduik* where you can have -- you need some deliberate act,
11 rather than some unthinking irresponsibility -- that that law
12 has changed.

13 Well, It hasn't for bad faith cases. It's a much
14 higher standard for bad faith cases. And they can't claim a
15 requisite *mens rea* when they didn't go to the jury on bad
16 faith and get instructed on the proper standard for bad faith.

17 Unfair Claims Practices Act can be a predicate for bad
18 faith. It is a different measure of damages. I have already
19 talked about the federal cases and our Nevada *Federal* case.

20 There is a line in one of the briefs -- and it may
21 have been one of ours -- where it seems what they are trying
22 to do is make bad faith a lesser included offense on the
23 Unfair Claims Practices Act. It can't be. The Unfair Claims
24 Practices Act is so much broader that it cannot possibly be a
25 step stone to establish bad faith.

1 The jury instruction that they proposed was Jury
2 Instruction 16. The verdict form, I already mentioned, was
3 No. 16.

4 Let me take a second to talk about *Myers Building* case
5 from California. I think all that case said is you have to
6 have a tort action. If you don't have a tort action, you
7 can't have punitive damages. And you can't create a tort
8 action.

9 Now, they took a line, as we said in the brief that we
10 filed at 11:11 last night. They took a line that said there
11 is no indication of fraud -- a finding of fraud expressed or
12 implied. That is not an open door that says, Well, you can
13 apply the findings of fraud.

14 Fraud -- they just can't make their bad faith claim
15 when they didn't make the bad faith claim. And under the
16 cases -- under their claim, they don't have a bad faith claim.

17 Let me end where I picked up, the ERISA waiver, and
18 again, judicial estoppel -- To get out of federal court and to
19 avoid preemption, they kept arguing in their complaint and in
20 papers that this case didn't arise out of a policy. It was
21 arising out of the rate. That the health insurance was
22 irrelevant to their claims because they didn't depend on
23 policies. They were just bringing third-party claims for
24 reimbursement. They denied an assignment of benefits. They
25 denied that they were dependent on coverage.

1 So they expressly waived the bad faith claim, and they
2 knew what they were doing. And they can't make out the
3 benefit of the claim, even if they had tried to. So they
4 can't make it out now to fall within the exception for the
5 capital and punitive damages.

6 Thank you, Your Honor.

7 THE COURT: Thank you.

8 The opposition, please.

9 MR. LEYENDECKER: Thank you, Your Honor. Kevin
10 Leyendecker.

11 Peas and carrots, Your Honor. Peas and carrots.

12 When I read the defendant's briefing, whether it was a
13 motion or a reply or the thing last night, and when I hear the
14 presentation today, I think of my childhood and peas and
15 carrots. Because when I was a kid, we had dinner around the
16 table every night. And my mother would put, you need two
17 vegetables, and she liked peas and carrots. I didn't.

18 And so I would often spread the peas and the carrots
19 to try and confuse her into thinking that I had eaten the peas
20 and carrots, or at least some of the peas and carrots, but she
21 knew better. Kevin, you can't fool me by mixing those things
22 together because I know what's what.

23 So why am I reminded of that? I am reminded of that
24 because the question before the Court is what is the meaning
25 of the exception of an action against an insurer who acts in

1 bad faith regarding its obligation to provide insurance
2 coverage?

3 If we heard it once from Mr. Polsenberg, I bet we
4 heard it 100 times -- bad faith claim. They waived their bad
5 faith claim.

6 The question, Your Honor, that's required by the
7 statute to avoid the cap, is, Have the plaintiffs submitted
8 findings and evidence to support those findings that the
9 defendants engaged in an act of bad faith regarding those
10 obligations?

11 And the legislature did not say the exception applies
12 to a common law bad faith claim or to this kind of bad faith
13 claim. It is an act of bad faith regarding those obligations.

14 Now, back to my peas and carrots. Bad faith claim,
15 bad faith claim, bad faith claim -- an act of bad faith. All
16 right. You can't mix things together to make it look like
17 something it's not; right? And that's all that's going on
18 every time we hear, Act of bad claim -- bad faith claim --
19 excuse me, Your Honor -- bad faith claim.

20 This idea of a waiver, I gave him high praise for
21 making a run at it, but I think of it in this scenario.

22 It matters not what I say or Ms. Lundvall says or
23 Ms. Robinson may have said during discussions. Okay? Unless
24 they are going to establish the principles of judicial
25 estoppel which they can't. The first time we heard that

1 today. And I'm going to address that in a moment.

2 I could stand before Your Honor and say, Your Honor,
3 we are not seeking damages or recovery on an Unfair Claims
4 Practices Act claim. I could say that.

5 But you know what, if I submit a question on that
6 claim with instructions and the jury says yes and awards
7 damages, the position of the defendants is, Too bad, you said
8 you weren't going to do it.

9 Actions over words. My words do not prohibit me.
10 What prohibits me is my actions. And in this case, our
11 action, consists of the allegation that Ms. Lundvall put way
12 back when, is defendants have acted in bad faith regarding
13 their obligation, dah, dah, dah, dah, dah, dah, dah, dah.
14 That's what the statute says, Acted in bad faith regarding
15 their obligations.

16 Now, we characterize that as to pay the reasonable
17 value. But there is no question that those obligations arose
18 out of their having admitted they have an obligation to pay on
19 every single claim. Hard stop. Okay? That's the allegation.
20 Never withdrawn.

21 That's the special verdict questions submitted, to
22 which the jury said yes.

23 And then we actually had to thread three needles here,
24 Your Honor -- three needles.

25 The first needle arises from paragraph 68 of your

013126

013126

1 order on summary judgment, wherein you said -- and I am
2 paraphrasing -- I am denying your request to dismiss the
3 Unfair Claims Practices Act claim because there is an
4 allegation of an implied fact contract, which effectively puts
5 the plaintiffs in the same position of privity as an insured.

6 So to thread the needle here, we needed that which we
7 threaded, however tight that needle I may be.

8 And then we had to thread the needle of, Did they fail
9 to effectuate a prompt, fair, and reasonable settlement, such
10 that liability would attach under the insurance code?

11 And then we had to thread the needle that says, Did
12 they do that by clear and convincing evidence, with malice,
13 oppression, or fraud in their hearts?

14 Now, it doesn't say in their hearts. That's my
15 characterization. But that's the effect of it.

16 There can be no question that if you thread those
17 three needles, that those are acts of bad faith regarding
18 their obligations to provide insurance coverage.

19 Peas and carrots. Plain reading of the statute.

20 The plaintiff's -- see, I am -- one of the many things
21 I have learned from Mr. Zavitsanos is surround yourself with
22 people who are smarter than you are. Okay? At first I was
23 resistant, but then I saw the light. Okay? And so it's true
24 that I am surrounded by an extraordinary group of smart
25 people.

1 And for me, I have to read and reread and break down
2 things into their plain meaning to understand them.

3 So I can understand, okay, this is what we are saying,
4 that's what they are saying. And there is a handful of
5 issues, Your Honor, that illustrate this, I am going to mix
6 the peas and carrots to try and pull over something.

7 We say just to take the language for what it is, an
8 action brought against an insurer. They want to say, no, no,
9 an action brought against an insurer by an insured. That's
10 not what the statute says.

11 We say the statute says, Acts in bad faith. They say
12 no, no, that means, Commits common law bad faith in the
13 context of an insured insurance company being sued by an
14 insuree. That's not what the statute says.

15 They say -- well, let me say this. We say, I readily
16 acknowledge we walked away from the instruction that defined
17 bad faith as the denial of a claim.

18 Now, people in trial -- there is a lot of moving
19 parts. And the practical reality of being in trial with a
20 group -- and we love our groups -- is that at some point when
21 I am about finished with my witnesses, the same with John or
22 Joe or whoever, we get together with Jane and Pat and whoever,
23 and we work as a team to figure out what is what.

24 And the idea, when I saw -- I will be honest with
25 you -- when I saw why we resubmit to the jury an instruction

1 and a claim premised on the denial of a claim, when
2 Mr. Blalack, lead counsel for the defendants, in opening
3 statement said, We didn't deny anything. We admit we owe.

4 So as a legal matter, if I submit two questions, one
5 of which I think establishes the fundamental of acting in bad
6 faith as I have described it, and a separate predicate
7 question that's bad faith that's defined as the denial of a
8 claim, very easy for the jury to say, Well, they didn't deny a
9 claim. The plaintiffs don't dispute that. The defendants
10 admit they didn't deny a claim.

11 Now I have got an inconsistent verdict, and I have a
12 terrible problem. I can't have that, because I am saying
13 necessarily if I thread the needle of Unfair Claims Practices
14 Act; combined with malice, oppression, and fraud in your heart
15 when you do it; proved by clear and convincing evidence --
16 that necessarily means you have engaged in the lesser form of
17 bad faith. How could it not be? I have proved murder, but
18 that means the defendant is innocent of manslaughter and
19 assault? I don't think so.

20 That is what we are looking at. Peas and carrots.

21 Okay. Jury findings. Clear and convincing evidence
22 of the things I just described versus preponderance of the
23 evidence of the breach of the common law duty of good faith
24 and fair dealing.

25 The truth is both of those things establish bad faith.

1 Okay? Both of those would satisfy the statute's requirement
2 of an act of bad faith regarding an insurer's obligations to
3 provide coverage. I acknowledge that.

4 The difference is, it's not just the lesser standard.
5 We may have put too big of a burden on our plate, but that is
6 the plate that we made. And if we thread those needles, we
7 have established under the plain meaning an act of bad faith
8 regarding their obligations.

9 Okay. ERISA. More peas and carrots.

10 This case is about the rate of payment and not the
11 right to payment. Your Honor has heard many forms of this
12 argument, but the fundamental here is that saying the case is
13 about the rate of payment does not mean that the claim has
14 nothing whatsoever to do with the obligations that ultimately
15 gave rise to the implied in fact contract and ultimately gave
16 rise to the obligations under Nevada law; right? It doesn't.

17 Their position is, no, no. Since you are saying it is
18 a rate of payment, that means that your claims are unrelated
19 to and can't arise out of or regard an insurer's obligation to
20 provide coverage and pay for the services your client's
21 provided. It's just not that broad; right?

22 We are not suing over the right, as I say, they have
23 agreed they owe. There is no disputable claim here; right?

24 Peas and carrots.

25 42.005, Subsection 5, that is the portion of the

1 statute that says, In the action of -- I don't have it in
2 front of me -- but in the action for bad faith, right, you can
3 use the common law. And so this is a classic example of
4 trying to mix things together to confuse what is really going
5 on.

6 The legislature has put a high threshold to obtain
7 punitive damages. But to avoid the cap, they are simply
8 saying you don't have to also prove that high threshold.
9 Proving the lower threshold is enough to avoid the cap.

10 That's what 42.005 in paragraph 5 means. It would
11 make no sense to put the high threshold to require punitives
12 and also that same high threshold to establish the exception.
13 That's not what the legislature wanted to do when they said we
14 don't want insurance companies, in the context of small dollar
15 claims -- and even though ultimately our claims got the big
16 dollars -- on an individual basis, they are small dollar
17 claims.

18 So that's head faith for what I would say are peas and
19 carrots, Your Honor.

20 I don't really feel the need to respond to what I
21 think are the mischaracterizations of what we say how the
22 statute should be interpreted. And I think that I was very
23 clear -- or that it was very clear when we put in our paper
24 the other day -- let me just a touch on it briefly.

25 Plaintiffs don't suggest that anyone could sue an

1 insurer for bad faith, as defendants are portraying. We have
2 never argued it could be any action of any conceivable nature.
3 It still must meet the statutory requirements of being an
4 action against an insurer who acts in bad faith regarding its
5 obligation to provide insurance coverage, as defendants did
6 here.

7 We have never suggested this [indiscernible] for
8 anybody can sue them for anything. You have got to satisfy
9 the statute.

10 And although I acknowledge that the eyes of the
11 needles may have been small, they were threaded here. No
12 question about that.

13 Now, judicial estoppel, let me get back to that.

14 First time we have heard that. And I think there is a
15 reason that we hadn't see that in writing until today, because
16 under *Marcuse versus Del Webb Communities*, 123 Nev. 278, the
17 Court said, Judicial estoppel should be applied only when a
18 party's inconsistent position arises from intentional
19 wrongdoing or an attempt to obtain an unfair advantage.
20 However, the doctrine of judicial estoppel does not preclude
21 changes in position that are not intended to sabotage the
22 judicial process.

23 Nothing we did comes remotely close to satisfying that
24 standard. We had an allegation that says, paragraph 96 -- I
25 have covered that. We submitted requests for requests upon

1 that -- upon those very points. That we took out an
2 instruction that was plainly inconsistent with the way the
3 case was tried and the evidence -- there is nothing
4 inconsistent or manipulative about that. That's common sense.

5 You know, I just think that the big -- at 30,000 feet
6 here, the Court, as you know, there is no case out there that
7 fits this pistol, for or against, one direction or the other.
8 There is no secret about that. If there were, we would have
9 given them to you or they would have given them to you.

10 What you have got is a statute and clear instructions
11 from a long line of cases that talk about how do you interpret
12 a statute, plain and ordinary meaning. You don't get to add
13 words. You don't get to add limitations. Plain and ordinary
14 meaning.

15 That's our position. All right. Very
16 straightforward.

17 I wrote this down because it got my attention. Quote,
18 I don't think their claims fall under the traditional notion
19 of bad faith claims.

20 I am not sure that I disagree with that. But I am
21 certain it is entirely irrelevant, because the statute says
22 the cap doesn't apply to an insurer who acts in bad faith
23 regarding its obligation to provide insurance coverage; right?

24 We don't have guidance about what the regarding means.
25 But what we know is we don't have to add words to narrow it

1 into an area that the defendants would like here. And you
2 don't have to trust me on that. All right?

3 Because if the statute -- if that's really what -- if
4 that's what the statute meant, if the breadth of the statute
5 was limited to claims by insureds, then why would we have all
6 the argument and effort to say, Well, they have waived
7 whatever it is that they have to prove -- because it's
8 undisputed, we are not insureds.

9 So all -- in my mind, all of the effort to say you
10 have waived this, you have waived that, demonstrates the
11 statute is not limited in the manner in which they say because
12 if that's what the statute was, this would be a very quick and
13 short hearing because, as I say, we are not insureds. That is
14 not a dispute.

15 On the insurer question, Your Honor, I would just
16 point out, you've heard that before; right? Third-party
17 administrators are not insurers. That issue was decided when
18 you said we're going to submit the claim as to everybody.
19 They are insurers. We have described in the brief why a
20 common sense meaning they are insurers; right?

21 They rely on a case that says, Well, the insurance
22 agency -- I think that is Wohlers -- Wohlers, the insurance
23 agency, they are not insurers. Well, yes. They are not.
24 They were in a joint venture with the insurer. Okay? So
25 that's not helping them at all.

1 I would conclude by just saying the last thing that we
2 did, really that Mr. Zavitsanos did before we came, and he
3 told me about it. I had a thing in Oklahoma.

4 He visited -- so about a year ago, a long-time trial
5 court judge, Daryl Moore, similar to your position but in
6 Houston, joined the firm. And John was describing the case to
7 Judge Moore.

8 And Judge Moore says, Well, are there cases that speak
9 directly to your point, that go this way in your favor or go
10 that way in the defendant's favor.

11 John said, Well, no, there is not.

12 And Judge Moore says, Well, have you made a viable
13 argument that follows the plain, common understanding of the
14 statute? And do you have evidence to back up the findings you
15 have got?

16 And he said, Well, yes.

17 He said, Well, John, in that scenario, as a trial
18 judge, I don't have some case that says you've got to go this
19 way or that way. And the plaintiff has made a viable
20 argument, common sense, straightforward argument that follows
21 the statute; and the jury has found in their favor on the
22 relevant issues; then I will let it go. And if the Appellate
23 Court wants to do something about that, so be it.

24 That's what we ask you to do here, Your Honor. Let
25 the jury's verdict stand. We have got the findings we need.

1 It is a straightforward statute. I wish we had cases to tell
2 you what this means or that means, but they don't. All right?

3 We know you are charged with understanding and
4 interpreting it under its plain language. And when you do
5 that, there is no doubt that we satisfied that exception.

6 So that's what I've got today.

7 If you have questions, I am happy to answer whatever
8 they are for as long as you got them.

9 THE COURT: Thank you.

10 And the reply, please.

11 MR. POLSENBERG: Thank you, Your Honor. I will be
12 brief.

13 MS. LUNDVALL: Your Honor, may I make one quick point?

14 THE COURT: You may.

15 MS. LUNDVALL: Invoke the John Zavitsanos's rule of
16 argument.

17 MR. ZAVITSANOS: I'm getting picked on a lot today,
18 Your Honor. So --

19 MS. LUNDVALL: One of the things that I couldn't help
20 but note in the presentation by Mr. Polsenberg is he does a
21 little bit of inside baseball as to what the Nevada Supreme
22 Court has or has not done when concerning these cases.

23 THE COURT: Well, and the historical perspective to be
24 back to when all of those cases came out and what we thought
25 at the time and the push-pull between the legislature and the

1 Court.

2 Go ahead, please.

3 MS. LUNDVALL: And I will tell you that, as Justice
4 Pickering was my mentor as a young attorney and I knew the
5 nature of her practice, I followed a lot of those cases across
6 time.

7 But the argument that I wanted to address, the inside
8 baseball argument that Mr. Polsenberg made, is an argument
9 that I have made -- the exact same argument to the Nevada
10 Supreme Court. They were unimpressed. They were unimpressed
11 and did not accept it.

12 We had a case in which it --

13 MR. POLSENBERG: Judge, if she is going to cite
14 unpublished decisions before 2016, I am going to move to
15 strike.

16 MS. LUNDVALL: It is not an unpublished decision.

17 THE COURT: I am just going to allow everyone to make
18 their record today.

19 MS. LUNDVALL: It's not an unpublished decision. And
20 as a matter of fact, there are four published decisions from
21 the Nevada Supreme Court and three from the U.S. Supreme Court
22 dealing with this case.

23 But what had happened in this case is we had a
24 complaint that did not include a bad faith claim in that. We
25 had jury instruction -- settling of jury instructions. What

1 the folks from Texas called their charge, you know,
2 conferences; what we typically refer to as a settling of jury
3 instructions -- for which that they made claims that somehow
4 the statements made during one of those conferences somehow
5 waived then in the argument.

6 In the case that I tried, when we were settling jury
7 instructions, at that point in time opposing counsel made
8 nearly the exact same statements that were made then in the
9 presentation under those jury instructions.

10 We are not asserting bad faith claims. Bad faith is
11 not a part of this case. The jury doesn't need to be
12 instructed about bad faith. The jury doesn't need to be
13 made -- have findings -- specific findings on bad faith.
14 Those were the arguments that were made by my opposing
15 counsel.

16 When we were before the Nevada Supreme Court, their
17 argument focused exclusively on the fact or the claim that
18 they made that my client had acted in bad faith. And so our
19 argument was in response was they had waived that argument.
20 And the Nevada Supreme Court then did not embrace. As I said,
21 it was not impressed with the argument regarding waiver.

22 What the Nevada Supreme Court looked at was whether or
23 not that the evidence had supported the allegations of bad
24 faith, and whether or not that they could be found implicitly
25 within the jury findings of bad faith.

1 And that's what, in fact, the Nevada Supreme Court
2 issued in the *FTB versus Hyatt* case.

3 And so therefore that's kind of the inside baseball
4 issue that I wanted to offer to the Court. Thank you.

5 THE COURT: It's been an hour.

6 MR. POLSENBERG: Judge, I am going to be very short.

7 THE COURT: You can have all the --

8 MR. POLSENBERG: Although I do not appreciate having
9 somebody come up without it being in the briefs, arguing that
10 there is a Nevada decision on point. This is the same thing I
11 went ballistic over yesterday, so I think that's entirely
12 inappropriate.

13 And yeah, I talked about *Bartgis*. I read the record
14 on *Bartgis*. I argued *Bartgis*. But we cited *Bartgis* in the
15 sense that we thought it was controlling.

16 And yeah, in *Bartgis*, you know, Chief Justice
17 Pickering and I go way back as appellate lawyers. And, you
18 know, in 1985, I had a case that said no interest --
19 prejudgment interest in punitive damages.

20 And then she had another case that said no
21 postjudgment interest in punitive damages.

22 And then in *Bartgis*, I lost the issue when the Supreme
23 Court went back to yes, postjudgment interest.

24 So yeah, she is probably not happy about me -- with me
25 about *Bartgis*.

1 Peas and -- we have heard a lot about food today. We
2 have heard about peas and carrots. You know, I was really
3 thinking their argument, while I called it mix and match
4 before, I would think it is apples and oranges, but we really
5 should be talking about meat and potatoes.

6 When I was a little boy, I used to go to my Irish
7 grandmother's house. I loved going to her house. She made
8 Irish stew with potatoes, white bread, and butter. Oh, my
9 gosh, it was so amazing. I mean, talk about stick to your
10 ribs. She made it every day, and I only ate there once a
11 week.

12 My grandfather, not as happy. I heard the story that
13 he once took the Irish stew and threw it against the wall
14 because he had had it with that. But let's have some stick to
15 your meats kind of -- stick to your ribs kind of
16 meat-and-potatoes argument.

17 Kevin tells us there is no case out there. Yeah,
18 yeah, well, I know. Saying it's a Nevada case at first
19 impression is almost redundant; almost every Nevada case is a
20 case of first impression.

21 We are looking for the meaning of the statute, and you
22 should take the entire statute into account. They say, I
23 don't get to add words or I don't -- but they don't get to
24 leave words out. We have to look at all of the words. You
25 know, when there's -- until the end of his argument, he wasn't

1 using the word coverage. I will give him credit at the end
2 for bringing it up. But at one point, even when citing the
3 statute says, you know, an insurer who acts in bad faith, dah,
4 dah, dah, dah, dah, dah, dah, dah. It has to do with
5 insurance. This is important.

6 The standard that he was using, though, about
7 insurance coverage -- I noticed that in their briefs -- the
8 statute says regarding coverage. And -- but they are coming
9 in now and arguing that it's related to or arising out of.

10 Back when I did worker's compensation, I mean, the
11 classic -- *Larson*, the classic text on worker's comp, said
12 arising out of and related to is the broadest of causation
13 things.

14 No. They can't come in here and say, Well, because
15 there was a policy with somebody else, somewhere, that that's
16 enough to fall under the statute.

17 They said that they took actions, quote, way back
18 when. And then they said they never withdrew them. That's
19 not enough to preserve an issue.

20 They never submitted it to the jury. They had
21 Question 6 in their original form, that included bad faith, to
22 go to the jury. They withdrew that. They didn't want it to
23 go to the jury.

24 They had Instruction 16 -- and by the way,
25 Instruction 16, the way they worded it, they said bad faith

013141

013141

1 had to do with a lack of reasonable basis for disputing a
2 claim.

3 They changed the word denial to disputing. They
4 didn't come forward and try to make that argument that that
5 much more liberal approach should be it. Instead they just
6 dropped it all.

7 Common law, they mentioned should this be a claim
8 under the common law? That's what we have in insurance bad
9 faith. We have the common law. It's established going all
10 the way back to 1975.

11 And in 42.005, it even says in the last provision that
12 you look at the common law standards for punitive damages.

13 So yes, looking at the common law of insurance bad
14 faith, that's what we should -- that's what we should be
15 deciding. Wow.

16 Judge, if you are just going to go with the plaintiffs
17 because that's what some judge in Texas told them to do, I
18 would like you --

19 Okay. For the record, I just wanted to say, if that
20 is your basis, I would like you to say that that is your
21 basis.

22 *Bartgis* -- *Bartgis* doesn't say agent. They said the
23 person in *Bartgis* was an agent. And no, *Bartgis* actually
24 talks about an administrator.

25 Looks, the cap issue is different from your Unfair

1 Claims Practices Act ruling on all of us are insurers.
2 That -- this cap issue is much more concentrated and concrete.

3 So I am not -- I do not think that your ruling on a
4 prior seemingly similar issue controls here.

5 You know, they say, well, 42.005(2)(b) would have to
6 say, An action by an insured; where (2)(a), which has to do
7 with defective products doesn't say that the action has to be
8 by someone injured by the product. I mean, it's what I call
9 passive and personal -- both of those. They are not saying
10 who the action is by. But it is clearly implied from the text
11 of both of those provisions.

12 Let me end with another food reference. They said did
13 they put too big a burden on their plate? No. They purposely
14 put too small a burden by not pursuing the bad faith and by
15 trying to go with Unfair Claims Practices Act as the
16 substitute.

17 I don't think they fall under the exception.

18 Thank you, Your Honor.

19 THE COURT: All right. So this is the plaintiff's
20 motion to apply the statutory cap on the --

21 MR. POLSENBERG: Defendant's.

22 THE COURT: -- punitive damages issue.

23 Oh, sorry.

24 MR. POLSENBERG: Defendant's motion. I do it all the
25 time, Judge.

1 THE COURT: All right. Defendant's motion to apply
2 the statutory cap.

3 I am going to deny the motion in all respects.

4 First, the plaintiff was so careful about the way they
5 pled this and the way they presented the cases -- the case
6 and the evidence. There was a finding of implied contract.
7 Paragraph 15 of the special verdict form has made a finding.
8 The jury made a finding of malicious fraud, acting with fraud
9 and oppression. That is a much higher standard than bad
10 faith.

11 Finally, the relationship of the parties fits very
12 squarely within the definition of NRS 42.005(2) (b).

13 So the plaintiff's need to prepare findings and
14 conclusions consistent with those findings as well as
15 consistent with your brief. So you may expand my oral
16 findings.

17 And, Mr. Polsenberg, of course you'll have the ability
18 to review and approve the form of order. No competing orders.
19 If you have an objection, file that, and I will take it from
20 there.

21 MR. POLSENBERG: Very good. Thank you, Your Honor.

22 THE COURT: So what do we still have to do today? I
23 know there is a cross-motion for entry of judgment. And then
24 they have the redaction issue.

25 MR. LEYENDECKER: We have the motion on the judgment,

1 Your Honor, which I think would be shorter than what we have
2 had so far.

3 And I will let Mr. McManis raise the other. I think
4 perhaps they drilled down to maybe three documents they wanted
5 to talk about --

6 THE COURT: Great.

7 MR. LEYENDECKER: -- before the end of the process to
8 be addressed.

9 THE COURT: I did see another index that just got
10 filed yesterday, but that's from the defendants.

11 MR. LEYENDECKER: Yeah.

12 THE COURT: All right. So Mr. McManis.

13 MR. McMANIS: Nothing to say right now, Your Honor,
14 other than I have been working with Mr. Gordon. And he
15 identified three documents they may want to discuss today.

16 I think there is a decent chance we are all the way
17 resolved, or virtually all the way resolved with two of those.
18 And then there may be a third that we have a couple pages to
19 talk about. But it is pretty limited, is my understanding.

20 THE COURT: Good enough.

21 Mr. Gordon, your response, please.

22 MR. GORDON: That's correct, Your Honor.

23 I am corresponding with Mr. McManis today.

24 What we intended to do today was to show you three
25 documents: Plaintiff's 1001, Plaintiff's 462, and Defendant's

1 5005.

2 Based on our exchange I am having with Mr. McManis, it
3 looks like we are close to being able to make some headway on
4 those documents that we may just have a few issues to bring to
5 Your Honor's attention with us today, or, you know, later. We
6 can figure that out. But we are changing and looking at it
7 right now. And we can report back, I think you're going to
8 take a lunch break, so we can report back after that break.

9 And I also advised Mr. McManis that with respect to
10 273 and 288, based on Your Honor's rulings yesterday, I will
11 take a look at the remaining pages on those exhibits, and we
12 can do a meet and confer on those to try to meet some -- make
13 some headway on those issues, based on your guidance of
14 yesterday.

15 THE COURT: Thank you.

16 Thank you all for your professional courtesy.

17 So I would like to -- we have been on the bench since
18 9:15. We have had a few breaks, but not enough. It is 12:18.
19 Let's be back at 12:50, that gives you half an hour.

20 And I will look at the documents over the break as
21 well.

22 Does that work for everybody?

23 And who has flights and when?

24 MR. POLSENBERG: Don't worry about that, Your Honor.
25 We are fine.

1 MR. LEYENDECKER: I think they are, like, 7:20, Judge.

2 THE COURT: Oh. Our legal community just lost one of
3 our leaders a couple of weeks ago. The funeral is today at
4 3:00. I had hoped to be able to go, or at least it is being
5 streamed from his church. So if we can do that, great. And
6 if not, it's fine.

7 MR. POLSENBERG: I would like to go too, Judge.

8 [Recess taken from 12:18 p.m., until 12:58 p.m.]

9 THE COURT: Thanks, everyone. Please be seated.

10 Now, we don't have everyone. Is that okay?

11 MR. LEYENDECKER: I'm sorry, Your Honor. I didn't
12 hear you.

13 THE COURT: We don't have everyone. Is that okay?

14 MR. LEYENDECKER: That's fine. We are fine. We want
15 to move along so that the Court and Mr. Polsenberg can get to
16 the event.

17 THE COURT: Well, if we can. You know, I --

18 MR. LEYENDECKER: Those things are important, so we
19 are going to -- we are ready to go.

20 THE COURT: My first obligation is to you guys --

21 MR. LEYENDECKER: We are ready to go.

22 THE COURT: -- so I should not have said that.

23 MS. ROBINSON: We appreciate it, Your Honor. Thank
24 you. But we are good.

25 THE COURT: Okay. So it's the cross-motion for entry

1 of judgment.

2 MR. LEYENDECKER: Yes, Your Honor. May I proceed?

3 THE COURT: Please.

4 MR. POLSENBERG: Do you want me to go first because I
5 can narrow it way down.

6 MR. LEYENDECKER: Narrow down what you want. That's
7 fine.

8 MR. POLSENBERG: So I think the three issues are
9 election of remedies.

10 THE COURT: Agree to postjudgment interest, fees, and
11 costs.

12 MR. POLSENBERG: Yes. So they have submitted a new
13 judgment form, which I think raises more issues on the Prompt
14 Pay Act. But you know what, I can just save that for
15 postjudgment briefing. So all of the issues related to the
16 Prompt Pay Act, I can wait for that.

17 MR. LEYENDECKER: I don't know what those issues are.

18 MR. POLSENBERG: I have serious doubts whether you get
19 postjudgment interest on prompt pay. And I haven't raised the
20 calculation of the prompt pay damages. If we have an issue
21 with that, we will just raise that in the postjudgment
22 motions.

23 MR. LEYENDECKER: Okay. Your Honor, this is the
24 plaintiff's -- Kevin Leyendecker for the plaintiffs, On our
25 cross-motion for entry of judgment.

1 I read the defendant's response as not having any
2 objection or contesting the calculations that are culminated
3 in the postjudgment and that are contained on the spreadsheet
4 that I attached as part of the motion.

5 And so hearing today that, well, we are not sure
6 Kevin's math is right is the first time I have heard that.
7 They certainly didn't lodge that objection or give a hint of
8 it in their opposition.

9 Perhaps he is saying, Well, there is an issue with you
10 can't sign it until the 23rd. And when I modified it to
11 correctly reflect that Nevada law says postjudgment interest
12 is owed, as provided by law, until paid, as opposed to
13 specific amounts, which is what I am accustomed to -- I fixed
14 that. So I followed their complaint there and fixed it.

15 The other thing I did, Your Honor, was to say, Okay,
16 this judgment is entered and effective as of the 23rd.

17 I am just trying to make it clear that this judgment,
18 the calculations are through February 23rd, that I understand
19 they are not complaining about it -- at least at this point.

20 And so all I was trying to do -- it matters not to me
21 whether you wait until the 23rd to sign it. It just matters
22 not. The calculations are through the 23rd.

23 The inconsistent remedy point, Your Honor, I think is
24 controlled by the case *J.A. Jones Construction*. And I
25 apologize, I didn't write the full cite down. It is a 2004

1 Nevada Supreme Court case that says, The concept of election
2 of remedies only applies -- excuse me -- yeah. Election
3 remedies only applies to -- when there is an inconsistent
4 remedy.

5 There is no inconsistent remedy being sought here.
6 The remedy for the prompt pay of those statutory interest
7 damages which are reflected on the attachment to the motion
8 for judgment.

9 I am not asking for more than -- for double recovery,
10 if you will, of the actuals. We have asked for the actual
11 damages one time that are fairly -- those, in my judgment, is
12 that fair remedy, whether it's the implied contract, the
13 unjust enrichment, or the Unfair Settlement Practices Claim.
14 And so there's nothing inconsistent about that.

15 The rule is not if you have different theories of
16 recovery. It is inconsistent remedy; right? And the remedy
17 is the same for all three.

18 And in light of the -- so I think the *J.A. Jones* case
19 controls. And there is no inconsistent remedy problem.

20 The only other thing that I recall the defendants were
21 objecting to is that I had a commentary at the end that
22 essentially said the Court was finding that the plaintiffs
23 would be entitled to fees and costs in the amount to be
24 determined later.

25 I don't have a lot of heartburn over whether it says

1 it or not. I don't think there is any harmful error there.

2 Because I expect, in light of this morning's ruling
3 and in light of the jury's findings, prevailing on the prompt
4 pay that the plaintiffs are going to be entitled to some
5 attorney's fees and costs.

6 And so I think the form of the judgment that I have
7 submitted is consistent with Nevada law. And in light of this
8 morning's rulings ought to be entered on the 23rd, which is
9 the date that the calculations run through, just so everything
10 is tied down to the penny.

11 And on that basis, we would move that the Court do so.

12 THE COURT: Thank you.

13 MR. POLSENBERG: Judge, you know, and we have set out
14 the block quote from the transcripts where we have talked
15 about the waterfall approach.

16 And, you know, I had never heard that expression in
17 this context before. And -- but that is, I mean, we all
18 agreed that was Nevada law, that you elect a remedy at the
19 point the judgment is entered.

20 There could be -- it's not an inconsistency that I am
21 arguing about. It could be different approaches. In other
22 words, some remedies might be -- just as an example, some
23 could be dischargeable and others wouldn't be dischargeable.
24 There could be all kinds of implications. I've always --

25 THE COURT: Well, dischargeable like in a Chapter 11

1 context?

2 MR. POLSENBERG: Yeah.

3 THE COURT: They would be reorganized.

4 MR. POLSENBERG: Well, I am just talking about -- I am
5 not saying this is going to happen to my clients. I mean,
6 there is no way that is happening to our client -- my clients.

7 THE COURT: I don't know. I did an Exxon file --

8 MR. POLSENBERG: Excuse me?

9 THE COURT: Exxon file for strategic reasons back in
10 the '80s.

11 MR. POLSENBERG: Well, yeah. And sure. And General
12 Motors did.

13 But I don't think there is any risk of that happening
14 here. I was just raising that -- I mean, everybody should
15 forget I raised it. I am just talking in the abstract about
16 there are different consequences based on causes of action.

17 So that's why I think they have to elect a remedy.

18 THE COURT: And I don't believe they have to. So I'm
19 going to overrule your objection.

20 Do you have more for the record on that?

21 MR. POLSENBERG: Just on the Prompt Pay Act, I will
22 reserve any issue I have on that until postjudgment motions.
23 I may not have any.

24 THE COURT: Good enough.

25 MR. POLSENBERG: And yeah, I do have a problem with

013152

013152

1 you saying you're awarding fees when you haven't decided that.
2 I mean, not to be --

3 THE COURT: You can say you are going to make a
4 request for fees and costs.

5 MR. LEYENDECKER: That's fine, Your Honor.

6 I mean, as I say, I don't have a lot of heartburn over
7 that language.

8 I have a little bit of heartburn over the suggestion
9 by Mr. Polsenberg that he can essentially impliedly consent to
10 the accuracy of the prompt pay damages, in his response. And
11 come in here and say, Well, I might later contest those. So I
12 think that's going to be a day late and a dollar short, if he
13 wants to say Kevin's math is no good.

14 MR. POLSENBERG: Well, I don't think it would be late,
15 because most judgments are submitted to the judge.

16 But the main problem I have is I have -- the way they
17 have reworded the interest issue, I have doubts whether they
18 get postjudgment -- the way they worded it, whether they get
19 postjudgment interest on prompt pay interest. So I have to
20 research that.

21 So -- and all I am saying -- you know -- we are
22 obviously making a lot of postjudgment motions. I may make
23 that; I may not make that.

24 THE COURT: Good enough. All right. So normally we
25 wouldn't have a hearing on the entry of a judgment --

013153

013153

1 MR. POLSENBERG: Right.

2 THE COURT: -- because the winning party would prepare
3 it, give the other side a chance to review it, and if there is
4 an objection.

5 So I would suggest that make the revisions we talked
6 about here today. And make sure that Mr. Polsenberg or
7 someone on his team has the ability to review and approve the
8 form of that -- whoever he designates.

9 And if -- again, if you have an objection in the form,
10 file the objection, preserve your record. And I will take it
11 from there.

12 MR. POLSENBERG: Thank you, Your Honor.

13 MR. LEYENDECKER: Understood. And we'll do. Thank
14 you.

15 THE COURT: Thank you.

16 All right. Now, Mr. Gordon and Mr. McManis? Put it
17 back to --

18 MR. McMANIS: Yes, Your Honor. There may be one
19 document that Mr. Gordon wants to discuss.

20 THE COURT: Sure.

21 MR. McMANIS: I will leave that to him. But I think
22 we have worked through the rest of the issues, at least for
23 the time being.

24 And the plan, if Your Honor is okay with this, would
25 be to submit -- once we applied Your Honor's rulings so far to

1 the documents, if there are any remaining disputes, to submit
2 those on an index with the parties' position for Your Honor to
3 break the tie on and leave it at that.

4 THE COURT: Good enough.

5 All right. So, Mr. Gordon, walk me through what do we
6 need to talk about.

7 MR. GORDON: Your Honor, I think Mr. McManis and I
8 agree on the procedure. And what we are proposing is to table
9 any presentation to you today.

10 He and I will continue to meet and confer. I will get
11 him some comments to documents. And he and I have to go back
12 and forth on some proposed redactions and responses. We
13 intend to do that next week.

14 And as he stated, he and I will agree on a form of
15 submission and get that to you the week after next, which puts
16 me around the first week of March.

17 THE COURT: That's great.

18 MR. GORDON: And if there is something that, in
19 between, where we need to raise to Your Honor's attention, we
20 will do so.

21 But I think we have an agreement, in theory, for that
22 kind of proposal which would alleviate the need to do anything
23 before you today.

24 THE COURT: Anything at all to do today?

25 MR. GORDON: Is that accurate, Kevin? I mean, Jason.

1 I'm sorry.

2 MR. McMANIS: I think the only question is whether you
3 wanted to raise Plaintiff's Exhibit 1001 today or not, and
4 that is up to you. So --

5 MR. GORDON: No. Let's hold that. Let's see where
6 you and I can make headway on that.

7 THE COURT: Thank you both for your professional
8 courtesy.

9 MR. McMANIS: I think it would be ideal if we could
10 work out a time frame on this to provide the submission. We
11 do the written -- provide the written submission on anything
12 that's remaining by the end of next week.

13 THE COURT: Is that date acceptable to you,
14 Mr. Gordon?

15 MR. GORDON: I prefer the week after, Kevin -- I mean,
16 I keep calling him Kevin. I am so confused with peas and
17 carrots.

18 MR. LEYENDECKER: I have that effect on a lot of
19 people there.

20 MR. GORDON: Yes, you do. Yes, you do.

21 With Jason, I think next week, you know, holiday
22 Monday. He and I will work to see if we can continue our meet
23 and confer. The following week, we will then have a
24 submission to you, which I think is, doing lawyer math here,
25 the 3rd or 4th of March, around then.

1 That works for defendants, if that works for Your
2 Honor.

3 THE COURT: That's fine with me. It's your case.
4 When you guys agree, I say okay.

5 MR. GORDON: Thank you, Your Honor.

6 THE COURT: All right.

7 Reduce that to writing if you will, please. Reduce
8 that to writing, please.

9 MR. McMANIS: Yes, Your Honor. We will.

10 THE COURT: Thank you.

11 MR. POLSENBERG: And, Judge, you and Mr. Roberts
12 talked about a stay. I just want to clarify.

13 THE COURT: My thought on it, after sleeping on it --
14 on the reductions, is to enter an interim order which I would
15 stay for 30 days for what's decided now, at least to give you
16 a jump on making sure it gets to a higher court.

17 And if they decide to entertain it, they will give you
18 a longer stay.

19 MR. POLSENBERG: Very good. Thank you, Your Honor.

20 THE COURT: All right. Let's talk about transcript.

21 MR. POLSENBERG: Just so I can be clear, that would be
22 30 days from the entry of the interim order.

23 THE COURT: Notice of the entry of the order.

24 MR. POLSENBERG: Thank you, Your Honor.

25 THE COURT: Okay. Let's talk about the transcript

013157

013157

1 from yesterday and today.

2 Do any of you think that you will need to redact any
3 part of it?

4 MR. McMANIS: I think certainly not from today.

5 From the plaintiff's position, as to yesterday, I
6 would say the same. But they may have -- if anything is to be
7 redacted, that would be at United's request.

8 THE COURT: And, Mr. Gordon, do you -- have you had a
9 chance to confer with co-counsel or do you want that chance?

10 MR. GORDON: Yeah. I haven't conferred with
11 co-counsel on that. But we can do that and provide an answer.

12 I mean, my sense is the transcript with respect to the
13 motion to seal, we probably would not want to make that
14 public, but I will defer to Dan on his thoughts.

15 MR. POLSENBERG: Yeah. I don't think -- I think we
16 would have to, at least in the interim, stay the transcript
17 from yesterday. I can't imagine there is anything today we
18 need to seal.

19 THE COURT: All right. So if the two of you can agree
20 on something, great. If not, I will make time for you next
21 week to get in. Even though I expect to be in jury selection
22 Tuesday and Wednesday and probably Thursday, those would be
23 the most challenging days. But the other thing we can also do
24 is do it after hours, if you need to, and you are willing to
25 pay for the overtime.

1 Just give us a heads up if you're going to go that
2 way, because I have to -- these guys have families.

3 MR. POLSENBERG: Thank you, Your Honor.

4 THE COURT: I do too, but I don't have kids.

5 MR. POLSENBERG: I have a dog.

6 THE COURT: I have three cats.

7 All right. What else do we have to take up today?

8 Nothing.

9 MR. POLSENBERG: I think that's it.

10 THE COURT: I see that blank look on everybody's face.
11 Oh, my gosh.

12 MR. LEYENDECKER: Well, I am still a little dazed from
13 the two Coney dogs I had at lunch, so it could be that.

14 MR. POLSENBERG: Food. Food. Food. Food.

15 THE COURT: Stay safe and healthy, everybody, if you
16 are traveling or whatever.

17 MR. LEYENDECKER: Thank you, Your Honor.

18 MR. POLSENBERG: Thank you, Your Honor.

19 [Proceedings concluded at 1:12 p.m.]

20 * * * * *

21

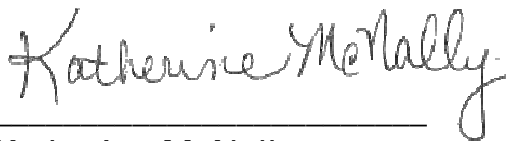
22

23

24

25

1 ATTEST: I do hereby certify that I have truly and correctly
2 transcribed the audio/video proceedings in the above-entitled case
3 to the best of my ability.

4 

5
6 Katherine McNally
7 Independent Transcriber CERT**D-323
8 AZ-Accurate Transcription Service, LLC
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

013160

013160

291

291

OBJ

D. Lee Roberts, Jr. (SBN 8877)
droberts@wwhgd.com
Colby L. Balkenbush, (SBN 13066)
cbalkenbush@wwhgd.com
Brittany M. Llewellyn (SBN 13527)
bllewellyn@wwhgd.com
Phillip N. Smith, Jr. (SBN 10233)
psmithjr@wwhgd.com
Marjan Hajimirzaee (SBN 11984)
mhajimirzaee@wwhgd.com
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
Telephone: (702) 938-3838
Facsimile: (702) 938-3864

Daniel F. Polsenberg (SBN 2376N)
dpolsenberg@lewisroca.com
Joel D. Henriod (SBN 8492)
jhenriod@lewisroca.com
Abraham G. Smith (SBN 13250)
asmith@lewisroca.com
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway, Ste. 600
Las Vegas, Nevada 89169-5996
Telephone: (702) 949-8200

K. Lee Blalack, II (Admitted Pro Hac Vice)
lblalack@omm.com
Jeffrey E. Gordon (Admitted Pro Hac Vice)
jgordon@omm.com
Kevin D. Feder (Admitted Pro Hac Vice)
kfeder@omm.com
Jason Yan (Admitted Pro Hac Vice)
jyan@omm.com
O'MELVENY & MYERS LLP
1625 Eye Street N.W.
Washington, D.C. 20006
Telephone: (202) 383-5300

Attorneys for Defendants

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.

Dimitri D. Portnoi (Admitted Pro
Hac Vice)
dportnoi@omm.com
Adam G. Levine (Admitted Pro
Hac Vice)
alevine@omm.com
Hannah Dunham (Admitted Pro
Hac Vice)
hdunham@omm.com
Nadia L. Farjood (Admitted Pro
Hac Vice)
nfarjood@omm.com
O'MELVENY & MYERS LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Paul J. Wooten (Admitted Pro Hac
Vice)
pwooten@omm.com
Amanda L. Genovese (Admitted
Pro Hac Vice)
agenovese@omm.com
Philip E. Legendy (Admitted Pro
Hac Vice)
plegendy@omm.com
O'MELVENY & MYERS LLP
Times Square Tower
Seven Times Square
New York, NY 10036
Telephone: (212) 728-5857

Case No.: A-19-792978-B
Dep't 27

[Hearing Requested]

**OBJECTION TO PLAINTIFFS'
PROPOSED JUDGMENT AND
ORDER DENYING MOTION TO
APPLY STATUTORY CAP ON
PUNITIVE DAMAGES**

1 UNITED HEALTHCARE INSURANCE
 2 COMPANY, a Connecticut corporation;
 3 UNITED HEALTH CARE SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; SIERRA HEALTH AND LIFE
 8 INSURANCE COMPANY, INC., a Nevada
 9 corporation; HEALTH PLAN OF NEVADA,
 10 INC., a Nevada corporation,
 11
 12 Defendants.

13
 14 Defendants object to the proposed judgment for the reasons stated in
 15 their opposition to plaintiffs’ cross-motion for entry of judgment, filed February
 16 10, 2022, and during oral argument on February 16, 2022.¹ Defendants also
 17 object to the proposed order denying application of the statutory caps (“proposed
 18 order”) because the proposed order includes findings that were not raised before
 19 the Court.

20 I.

21 THE JUDGMENT DOES NOT ELECT A REMEDY

22 The amount judgment is now clear: plaintiffs’ recovery in this action is
 23 the face value of the proposed judgment, along with post-judgment interest
 24 under NRS 17.130(2) (i.e., at the prime rate plus 2%).

25 But still a mystery is under *which* theory plaintiffs are awarded
 26 judgment. “[A] plaintiff can recover only once for a single injury even if the
 27 plaintiff asserts multiple legal theories.” *Elyousef v. O’Reilly & Ferrario, LLC*,
 28 126 Nev. 441, 443–44, 245 P.3d 547, 549 (2010). And while a plaintiff is not
 required to choose between alternative remedies before the verdict (in case the
 jury awards more under one theory than another), the plaintiff must do so after.
J.A. Jones Const. Co. v. Lehrer McGovern Bovis, Inc., 120 Nev. 277, 289, 89 P.3d

¹ Defendants also reserve all rights to challenge the judgment—as well as all
 orders merged therein and all issues leading to its entry—in post-judgment
 motions and on appeal.

1 1009, 1017 (2004).

2 Here, plaintiffs asked the jury to award damages under multiple
3 theories—contract, unjust enrichment (i.e., in the absence of a contract),² the
4 Unfair Claims Practices Act, and Nevada’s Prompt Pay Acts. Yet months after
5 the verdict, plaintiffs have yet to elect a remedy. If plaintiffs are unwilling, this
6 Court should pick the theory for them.

7 II.

8 **THE PROPOSED ORDER GOES BEYOND** 9 **THE SCOPE OF DEFENDANTS’ MOTION**

10 Following the oral ruling denying defendants’ motion to apply the
11 statutory cap on punitive damages, this Court instructed plaintiffs to prepare
12 findings of fact and conclusions of law. However, plaintiffs’ proposed order asks
13 this Court to enter an order that exceed the breadth of the motion at issue.

14 First, the proposed order suggests that under a theory of unjust
15 enrichment, plaintiffs were required to prove, and did in fact prove, defendants’
16 actions lacked any reasonable basis. (See proposed order, ¶ 10.) Yet nothing in
17 the jury instructions even hinted that unjust enrichment required that sort of
18 proof. (TR11/29/21 126-132.) And the jury did not make such a finding. (Ex. 1,
19 App’x in Support of Plf’s Opposition.) For the proposed order to issue such a
20 finding would be inconsistent with the jury’s actual findings. Consequently,
21 neither the opposition nor sur-reply to defendants’ motion addressed unjust
22 enrichment as a basis for escaping application of the cap in NRS 42.005(1). Any
23 findings on this basis ask the Court to issue an order based on arguments that
24 were not considered or addressed by either party.

25
26 _____
27 ² “The doctrine of unjust enrichment or recovery in quasi contract applies to
28 situations where there is no legal contract.” *Leasepartners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev. 747, 756, 942 P.2d 182, 187 (1997) (internal quotation marks and citation omitted).

1 Second, the proposed order asks this Court to draw inferences from the
2 evidence presented that the jury could determine constituted malice,
3 oppression, and/or fraud. (*See* proposed order, ¶ 21.) None of this evidence was
4 raised in the briefs or presented during oral argument. Indeed, even the order
5 does not specify the evidence: it just states the conclusions plaintiffs hope to
6 draw from what plaintiffs assure us was “expressly or inferentially” testified to.
7 In other words, plaintiffs ask this Court to issue an order based on evidence and
8 inferences it did not consider in its ruling. Moreover, the inclusion of these
9 specific findings at this juncture denies defendants any meaningful opportunity
10 to contest these inferences. Including this evidence is particularly
11 inappropriate given that it also includes assertions regarding compensatory
12 damages—such as the assertion that “United has an obligation to pay billed
13 charges”—that the jury expressly rejected in their compensatory award.

14 The proposed order asks this Court to draw inferences to issue a written
15 order that exceeds the scope of the arguments raised in the briefing and at oral
16 argument. The court should decline to issue an order that addresses legal
17 arguments and factual findings that were not properly raised before it. For the
18 foregoing reasons, defendants object to plaintiffs’ proposed order.

1 Dated this 3rd day of March, 2022.

3 LEWIS ROCA ROTHGERBER CHRISTIE LLP

4 By /s/ Abraham G. Smith

5 D. LEE ROBERTS, JR. (SBN 8877)
 6 COLBY L. BALKENBUSH, (SBN 13066)
 7 BRITTANY M. LLEWELLYN
 8 (SBN 13527)
 9 PHILLIP N. SMITH, JR. (SBN 10233)
 10 MARJAN HAJIMIRZAEI (SBN 11984)
 11 MHAJIMIRZAEI@WWHGD.COM
 12 WEINBERG, WHEELER, HUDGINS,
 GUNN & DIAL, LLC
 6385 South Rainbow Blvd., Suite 400
 Las Vegas, Nevada 89118
 (702) 938-3838

DANIEL F. POLSENBERG (SBN 2376)
 JOEL D. HENRIOD (SBN 8492)
 ABRAHAM G. SMITH (SBN 13,250)
 3993 Howard Hughes Parkway
 Suite 600
 Las Vegas, Nevada 89169
 (702) 949-8200

DIMITRI D. PORTNOI (*Pro Hac Vice*)
 ADAM G. LEVINE (*Pro Hac Vice*)
 HANNAH DUNHAM (*Pro Hac Vice*)
 NADIA L. FARJOD (*Pro Hac Vice*)
 O'MELVENY & MYERS LLP
 400 S. Hope St., 18th Floor
 Los Angeles, CA 90071
 (213) 430-6000

13 K. LEE BLALACK, II (*Pro Hac Vice*)
 14 JEFFREY E. GORDON (*Pro Hac Vice*)
 15 KEVIN D. FEDER (*Pro Hac Vice*)
 16 JASON YAN (*Pro Hac Vice*)
 17 O'MELVENY & MYERS LLP
 18 1625 Eye St. NW
 19 Washington, DC 20006
 20 (202) 383-5374

PAUL J. WOOTEN (*Pro Hac Vice*)
 AMANDA L. GENOVESE (*Pro Hac Vice*)
 PHILIP E. LEGENDY (*Pro Hac Vice*)
 O'MELVENY & MYERS LLP
 Times Square Tower
 Seven Times Square
 New York, NY 10036
 (212) 728-5857

21 *Attorneys for Defendants*

CERTIFICATE OF SERVICE

I hereby certify that on the March 4, 2022, service of the above and foregoing "Objection to Plaintiffs' Proposed Judgment" was made upon each of the parties via electronic service through the Eighth Judicial District Court's Odyssey E-file and Serve system.

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

Judge David Wall, Special Master
 Attention:
 Mara Satterthwaite & Michelle
 Samaniego
 JAMS
 3800 Howard Hughes Parkway,
 11th Floor
 Las Vegas, NV 89123
 msatterthwaite@jamsadr.com
 msamaniego@jamsadr.com

Justin C. Fineberg
 Martin B. Goldberg
 Rachel H. LeBlanc
 Jonathan E. Feuer
 Jonathan E. Siegelau
 David R. Ruffner
 Emily L. Pinco
 Ashley Singrossi
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 mgoldberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jfeuer@lashgoldberg.com
 jsiegelau@lashgoldberg.com
 druffner@lashgoldberg.com
 epinco@lashgoldberg.com
 asingrassi@lashgoldberg.com

Joseph Y. Ahmad

013166

013166

1 John Zavitsanos
2 Jason S. McManis
3 Michael Killingsworth
4 Louis Liao
5 Jane L. Robinson
6 Patrick K. Leyendecker
7 Ahmad, Zavitsanos, Anaipakos, Alavi
8 & Mensing, P.C
9 1221 McKinney Street, Suite 2500
10 Houston, Texas 77010
11 joeahmad@azalaw.com
12 jzavitsanos@azalaw.com
13 jmcmanis@azalaw.com
14 mkillingsworth@azalaw.com
15 lliao@azalaw.com
16 jrobinson@azalaw.com
17 kleyendecker@azalaw.com

18 *Attorneys for Plaintiffs*

19 /s/ Cynthia Kelley
20 An Employee of Lewis Roca Rothgerber Christie LLP

292

292

NJUD

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

Attorneys for Plaintiffs

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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
JUDGMENT**

Please take notice that a Judgment was entered on March 9, 2022, a copy of which is
attached hereto.

1 DATED this 9th day of March, 2022.

2 McDONALD CARANO LLP

3 By: /s/ Kristen T. Gallagher

4 Pat Lundvall (NSBN 3761)
5 Kristen T. Gallagher (NSBN 9561)
6 Amanda M. Perach (NSBN 12399)
7 2300 West Sahara Avenue, Suite 1200
8 Las Vegas, Nevada 89102
9 plundvall@mcdonaldcarano.com
10 kgallagher@mcdonaldcarano.com
11 aperach@mcdonaldcarano.com

12 P. Kevin Leyendecker (admitted pro hac vice)
13 John Zavitsanos (admitted pro hac vice)
14 Joseph Y. Ahmad (admitted pro hac vice)
15 Jason S. McManis (admitted pro hac vice)
16 Michael Killingsworth (admitted pro hac vice)
17 Louis Liao (admitted pro hac vice)
18 Jane L. Robinson (admitted pro hac vice)
19 Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C.
20 1221 McKinney Street, Suite 2500
21 Houston, Texas 77010
22 kleyendecker@azalaw.com
23 joeahmad@azalaw.com
24 jzavitsanos@azalaw.com
25 jmcmanis@azalaw.com
26 mkillingsworth@azalaw.com
27 lliao@azalaw.com
28 jrobinson@azalaw.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

*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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 9th day of March, 2022, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF JUDGMENT** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Attention: Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

/s/ Marianne Carter

An employee of McDonald Carano LLP

JUDG

**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

JUDGMENT

This action came on for trial before the Court and a jury, the Honorable Nancy L. Allf, District Court Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdicts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Fremont Emergency Services (Mandavia) Ltd. recover a total of \$23,169,133.81 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice of this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$478,686.26	\$157,046.68	\$4,500,000	\$5,135,732.94
United Health Care Services Inc.	\$771,406.35	\$251,359.37	\$4,500,000	\$5,522,765.72
UMR, Inc.	\$168,949.51	\$49,891.88	\$2,000,000	\$2,218,841.39

Sierra Health and Life Insurance Company Inc.	\$1,007,374.49	\$254,978.14	\$5,000,000	\$6,262,352.63
Health Plan of Nevada Inc.	\$23,765.68	\$5,675.45	\$4,000,000	\$4,029,441.13

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Team Physicians of Nevada-Mandavia P.C. recover a total of \$20,111,844.85 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$42,803.36	\$13,836.81	\$4,500,000	\$4,556,640.17
United Health Care Services Inc.	\$40,607.19	\$10,875.36	\$4,500,000	\$4,551,482.55
UMR, Inc.	\$485.37	\$137.83	\$2,000,000	\$2,000,623.20
Sierra Health and Life Insurance Company Inc.	\$1,783.85	\$512.04	\$5,000,000	\$5,002,295.89
Health Plan of Nevada Inc.	\$598.83	\$204.21	\$4,000,000	\$4,000,803.04

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Crum Stefanko and Jones Ltd. dba Ruby Crest Emergency Medicine recover a total of \$20,148,895.30 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice of this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$32,972.03	\$10,442.16	\$4,500,000	\$4,543,414.19
United Health Care Services Inc.	\$69,447.39	\$20,845.46	\$4,500,000	\$4,590,292.85
UMR, Inc.	\$7,911.57	\$2,353.04	\$2,000,000	\$2,010,264.61
Sierra Health and Life Insurance Company Inc.	\$3,438.63	\$1,089.67	\$5,000,000	\$5,004,528.30
Health Plan of Nevada Inc.	\$281.49	\$113.87	\$4,000,000	\$4,000,395.36

IT IS SO ORDERED.

Dated this 9th day of March, 2022.

Dated this 9th day of March, 2022

Nancy L Allf

TW

519 56D 37C6 D5AF
Nancy Allf
District Court Judge

013173

013173

CERTIFICATE OF SERVICE

I certify that on this 4th day of March, 2022, I caused a true and correct copy of the foregoing to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

attorneys for Defendants

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Attention: Mara Satterthwaite &
Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th
Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

/s/

Kevin Leyendecker

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 Judgment 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: 3/9/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
24 Daniel Polsenberg	dpolsenberg@lewisroca.com
25 Joel Henriod	jhenriod@lewisroca.com
26	
27	
28	

1	Abraham Smith	asmith@lewisroca.com
2	Colby Balkenbush	cbalkenbush@wwhgd.com
3	Brittany Llewellyn	bllewellyn@wwhgd.com
4	Pat Lundvall	plundvall@mcdonaldcarano.com
5	Kristen Gallagher	kgallagher@mcdonaldcarano.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Phillip Smith, Jr.	psmithjr@wwhgd.com
11	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
12	Kelly Gaez	kgaez@wwhgd.com
13	Kimberly Kirn	kkirn@mcdonaldcarano.com
14	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
15	Jessica Helm	jhelm@lewisroca.com
16	Cynthia Kelley	ckelley@lewisroca.com
17	Emily Kapolnai	ekapolnai@lewisroca.com
18	Maxine Rosenberg	Mrosenberg@wwhgd.com
19	Mara Satterthwaite	msatterthwaite@jamsadr.com
20	Justin Fineberg	jfineberg@lashgoldberg.com
21	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
22	Virginia Boies	vboies@lashgoldberg.com
23	Martin Goldberg	mgoldberg@lashgoldberg.com
24		
25		
26		
27		
28		

1	Rachel LeBlanc	rleblanc@lashgoldberg.com
2	Jonathan Feuer	jfeuer@lashgoldberg.com
3	Jason Orr	jorr@omm.com
4	Adam Levine	alevine@omm.com
5	Jeff Gordon	jgordon@omm.com
6	Hannah Dunham	hdunham@omm.com
7	Paul Wooten	pwooten@omm.com
8	Dimitri Portnoi	dportnoi@omm.com
9	Lee Blalack	lblalack@omm.com
10	David Ruffner	druffner@lashgoldberg.com
11	Amanda Genovese	agenovese@omm.com
12	Tara Teegarden	tteegarden@mcdonaldcarano.com
13	Errol King	errol.King@phelps.com
14	Emily Pincow	epincow@lashgoldberg.com
15	Cheryl Johnston	Cheryl.Johnston@phelps.com
16	Jonathan Siegelau	jsiegelau@lashgoldberg.com
17	Philip Legendy	plegendy@omm.com
18	Andrew Eveleth	aeveleth@omm.com
19	Kevin Feder	kfeder@omm.com
20	Nadia Farjood	nfarjood@omm.com
21	Jason Yan	jyan@omm.com
22	AZA law AZA law	TMH010@azalaw.com
23	Beau Nelson	beauelsonmc@gmail.com
24		
25		
26		
27		
28		

Marianne Carter	mcarter.mc2021@gmail.com
Dexter Pagdilao	dpagdilao@omm.com
Hollis Donovan	hdonovan@omm.com
Craig Caesar	Craig.Caesar@phelps.com

If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 3/10/2022

D Roberts	6385 S Rainbow BLVD STE 400 Las Vegas, NV, 89118
Patricia Lundvall	McDonald Carano Wilson LLP c/o: Pat Lundvall 2300 W. Sahara Avenue, Suite 1200 Las Vegas, NV, 89102

293

293

NEOJ

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

Attorneys for Plaintiffs

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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 TO APPLY STATUTORY
CAP ON PUNITIVE DAMAGES**

Please take notice than an Order Denying Defendants' Motion to Apply Statutory Cap on
Punitive Damages was entered on March 9, 2022, a copy of which is attached hereto.

1 DATED this 9th day of March, 2022.

2 McDONALD CARANO LLP

3 By: /s/ Kristen T. Gallagher

4 Pat Lundvall (NSBN 3761)
5 Kristen T. Gallagher (NSBN 9561)
6 Amanda M. Perach (NSBN 12399)
7 2300 West Sahara Avenue, Suite 1200
8 Las Vegas, Nevada 89102
9 plundvall@mcdonaldcarano.com
10 kgallagher@mcdonaldcarano.com
11 aperach@mcdonaldcarano.com

12 P. Kevin Leyendecker (admitted pro hac vice)
13 John Zavitsanos (admitted pro hac vice)
14 Joseph Y. Ahmad (admitted pro hac vice)
15 Jason S. McManis (admitted pro hac vice)
16 Michael Killingsworth (admitted pro hac vice)
17 Louis Liao (admitted pro hac vice)
18 Jane L. Robinson (admitted pro hac vice)
19 Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C.
20 1221 McKinney Street, Suite 2500
21 Houston, Texas 77010
22 kleyendecker@azalaw.com
23 joeahmad@azalaw.com
24 jzavitsanos@azalaw.com
25 jmcmanis@azalaw.com
26 mkillingsworth@azalaw.com
27 lliao@azalaw.com
28 jrobinson@azalaw.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

*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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 9th day of March, 2022, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS' MOTION TO APPLY STATUTORY CAP ON PUNITIVE DAMAGES** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com
Attorneys for Defendants

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

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

Attorneys for Defendants

Judge David Wall, Special Master
Attention: Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

/s/ Marianne Carter
An employee of McDonald Carano LLP

Heather S. Shuman

CLERK OF THE COURT

ODM

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

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 TO APPLY STATUTORY CAP
ON PUNITIVE DAMAGES**

Hearing Dates: February 16, 2022
February 17, 2022
Hearing Time: 1:00 p.m.

McDONALD CARANO

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

013182

013182

1 This matter came before the Court on February 16, 2022 and February 17, 2022 on
2 defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR,
3 Inc.; Sierra Health and Life Insurance Co., Inc.; and Health Plan of Nevada, Inc.'s (collectively,
4 "Defendants") Motion To Apply Statutory Cap On Punitive Damages (the "Motion"). Pat
5 Lundvall, McDonald Carano LLP; and John Zavitsanos, Joe Ahmad, Jane Robinson, Kevin
6 Leyendecker, Jason McManis, Michael Killingsworth, Ahmad, Zavitsanos, Anaipakos, Alavi &
7 Mensing, P.C., appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd.
8 ("Fremont"); Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum,
9 Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest" and collectively
10 the "Health Care Providers"). Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial,
11 LLC; Jeffrey E. Gordon, O'Melveny & Myers LLP; and Dan Polsenberg and Abe Smith, Lewis
12 Roca Rothgerber Christie LLP appeared on behalf of Defendants

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

16 1. The Plaintiffs carefully plead and presented their claims and evidence in support
17 thereof. The jury's findings to the special verdict questions are supported by legally and
18 factually sufficient evidence and establish that the Health Care Providers brought an action
19 against insurers who acted in bad faith regarding their obligation to provide insurance coverage.
20 Consequently, as discussed more fully below, the statutory caps on punitive damages found in
21 NRS 42.005(1) do not apply to the punitive damages awarded by the jury in response to the
22 special verdict questions.

23 2. The central issue in this case was whether Defendants allowed the Health Care
24 Providers a reasonable out-of-network reimbursement rate for thousands of health insurance
25 claims.

26 3. Generally, the Health Care Providers asserted that Defendants were obligated to
27 them for compensatory damages under four causes of action and were liable for punitive
28

damages based on Defendants' malicious, oppressive and fraudulent conduct. The jury's verdicts agreed with the Health Care Providers' assertions.

4. Specific to this Motion, in October 2021, Health Care Providers sought leave to file a Second Amended Complaint. The Court granted leave to amend after Defendants filed a Notice of Non-Opposition. In the Second Amended Complaint, Health Care Providers alleged that Defendants acted in bad faith by failing to effectuate a prompt, fair and equitable settlement of claims with respect to the emergency services Health Care Providers provided to Defendants' insureds.

5. Later that month, on October 25, 2021, the Court called the case to trial at which time the parties appeared through counsel, announced ready and preceded to voir dire the jury panel. Voir dire continued thereafter until the jury was seated on November 1, 2021. The parties made opening statements on November 2, 2021. The jurors heard evidence through November 23, 2021, after which they began deliberating. The jury continued its deliberations on November 24, 2021, broke for the Thanksgiving holiday and resumed deliberations on November 29, 2021. On that date, the jury reached a unanimous special verdict concerning compensatory damages in Health Care Providers' favor on all questions presented to them, including:

- Awarding Health Care Providers the following sums against Defendants as a result of the Defendants forming with each Plaintiff and then failing to comply with an implied contract;

	Fremont	Team Phys	Ruby Crest
United Healthcare Insurance Company	\$478,686.26	\$42,803.36	\$32,972.03
United Health Care Service	\$771,406.35	\$40,607.19	\$69,447.39
UMR	\$168,949.51	\$485.37	\$7,911.57
Sierra Health and Life	\$1,007,374.49	\$1,783.85	\$3,438.63
Health Plan of Nevada	\$23,765.68	\$598.83	\$281.49

- Awarding Health Care Providers the following sums against Defendants as a result of the Defendants unfair claims practices in violation of NRS 686A.020 and 686A.310;

	Fremont	Team Phys	Ruby Crest
United Healthcare Insurance Company	\$478,686.26	\$42,803.36	\$32,972.03
United Health Care Service	\$771,406.35	\$40,607.19	\$69,447.39
UMR	\$168,949.51	\$485.37	\$7,911.57
Sierra Health and Life	\$1,007,374.49	\$1,783.85	\$3,438.63
Health Plan of Nevada	\$23,765.68	\$598.83	\$281.49

- Finding that all of the Defendants failed to fully pay Health Care Providers within 30 days of the date Health Care Providers submitted claims that were approved and fully payable;
- Finding, by clear and convincing evidence, that all of the Defendants were guilty of oppression, fraud or malice in conduct that constituted unjust enrichment that damaged each Plaintiff and wished to impose punitive damages against each Defendant;
- Finding, by clear and convincing evidence, that all of the Defendants were guilty of oppression, fraud or malice in conduct that constituted an unfair claims practice that damaged each Plaintiff and wished to impose punitive damages against each Defendant.

6. In light of the jury's finding of oppression, fraud or malice, the Court scheduled the jury to return and hear evidence in connection with Health Care Providers' punitive damage claims. On December 7, 2021 the parties presented evidence related thereto. Later that day, the jury returned a unanimous special verdict that awarded punitive damages against each of the Defendants in favor of Health Care Providers in the following amounts.

	Fremont	Team Phys	Ruby Crest
United Healthcare Insurance Company	\$4,500,000	\$4,500,000	\$4,500,000
United Health Care Service	\$4,500,000	\$4,500,000	\$4,500,000
UMR	\$2,000,000	\$2,000,000	\$2,000,000
Sierra Health and Life	\$5,000,000	\$5,000,000	\$5,000,000
Health Plan of Nevada	\$4,000,000	\$4,000,000	\$4,000,000

7. Defendants' Motion raises the issue of the application and construction of NRS 42.005(2) (b) (the "Statute"), which generally provides that certain limitations on the amount of punitive damages do not apply in certain actions.

8. None of the parties contend the Statute is unclear or ambiguous. The Statute is not unclear or ambiguous.

9. When a statute's language is plain, clear and unambiguous the Court is obliged to "give that language its ordinary meaning" and "not look beyond a statute's plain meaning". *McGrath v. State Dep't of Pub. Safety*, 123 Nev. 120, 123, 159 P.3d 239, 241 (2007); *White-Hughley v. State*, 137 Nev. Adv. Op. 47, 495 P.3d 82, 84 (2021).

10. The plain meaning of the language found in Statute requires the Court to determine if this case was:

- an action brought against an insurer,

- who acted in bad faith,
- regarding its obligation to provide insurance coverage.

8. The evidence and the jury's findings satisfy all three elements of the Statute which requires the Court to not apply any statutory cap found within NRS Chapter 42.

9. At varying times during the pendency of this action the Court has found that all Defendants are insurers within its usual and natural meaning of that term. For all the same reasons the Court made that previous finding, it applies perforce here too.

10. Moreover, the jury's verdicts meet and actually exceed the standard for proving acts of bad faith under the Statute. The key to a determination of bad faith is the *mens rea* component of knowing or reckless intent which can be evidenced by a lack of any reasonable basis to support an insurer's conduct. *See Pioneer Chlor Alkali Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pennsylvania*, 863 F. Supp. 1237, 1242-43 (D. Nev. 1994); *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 743, 192 P.3d 243, 255 (2008); *Valdez v. Am. Fam. Mut. Ins. Co.*, No. 208CV01574RCJLRL, 2009 WL 10693592, at *9 (D. Nev. June 23, 2009). Here, both the unfair claims practices claim and unjust enrichment claim required the Health Care Providers to prove that Defendants' acts lacked any reasonable basis. The Health Care Providers made that proof. Because of this, and additionally because of the findings of statutory fraud, oppression or malice, Defendants' unfair claims practices and unjust enrichment conduct constitutes acts of bad faith within the plain and ordinary meaning required by NRS 42.005(2)(b). The jury's findings demonstrate Defendants acted with the *mens rea* that lies at the heart of bad faith. To hold otherwise would exclude from the statute only the least egregious form of bad faith (i.e., common law bad faith that only requires proof by a preponderance of the evidence), while allowing insurers to benefit from the statutory cap even when a jury finds, by clear and convincing evidence, that an insurer engaged in a more egregious form of bad faith.

11. The jury's verdicts also demonstrate that the obligations breached or violated by Defendants concern or are regarding the Defendants' obligation to provide insurance coverage.

12. While Defendants urge the Court to read into or insert additional language not found within the Statute so to require the Court to apply the statutory caps found within NRS

Chapter 42, the Court cannot do so. The attempt to add language that appears nowhere in the statute runs contrary to black letter statutory construction principles. *See, for example, Echeverria v. State*, 137 Nev. Adv. Op. 49, 495 P.3d 471, 476 (2021), *quoting Zenor v. State, Dep't of Transp.*, 134 Nev. 109, 110, 412 P.3d 28, 30 (2018) (refusing to imply provisions not expressly included in the legislative scheme). As noted in *Echeverria*, “it is not the business of [the Court] to fill in alleged legislative omissions based on conjecture as to what the Legislature would or should have done.” *Id.* (*quoting Zenor*, 134 Nev. at 111; *McGrath*, 159 P.3d at 241); *See also, Carter v. Richland Holdings, Inc.*, No. 216CV02967RFBVCF, 2018 WL 4566667, at *8 (D. Nev. Sept. 24, 2018); *White-Hughley v. State*, 137 Nev. Adv. Op. 47, 495 P.3d 82, 84 (2021); *Endo Health Sols., Inc. v. Second Jud. Dist.Ct. in & for Cty. of Washoe*, 137 Nev. Adv. Op. 39, 492 P.3d 565, 569 (2021).

13. As discussed above, the statute’s plain language does not limit the exception to actions brought by insureds. Nor is the exception limited to claims for relief that “seek to enforce an insurer’s obligation to provide insurance coverage to an insured.” Both of these points were urged by Defendants.

14. As to Defendants’ additional contentions, Defendants cite no authority for the suggestion that Health Care Providers must plead an exception to the statutory cap; the Court has found no such requirement. Second, Defendants cite to various statements in pleadings and hearings and assert that Health Care Providers necessarily abandoned all claims and reliance whatsoever related to Defendants’ obligations to provide insurance because this dispute is a “rate of payment” case rather than a “right to payment” case.¹ The lack of a dispute over the right to payment, however, does not mean that Health Care Providers’ claims are unrelated to Defendants’ obligations to provide insurance coverage. Here, as discussed above, Defendants’ obligation to provide insurance coverage led to an obligation to effectuate a prompt, fair and equitable settlement of the 11,563 claims once Defendants concluded those claims were covered under the policies; i.e., once Defendants’ liability had become reasonably clear. Third,

¹ *See* June 24, 2020 Order Denying Defendants’ Motion to Dismiss, pp. 13-14, finding that Plaintiffs’ claims are not preempted by ERISA because they concern a dispute over the rate of payment, as opposed to the right of payment.

Defendants lodge a variety of arguments for why the Court should apply the statutory cap, each of which is predicated on a misreading of the statute or a misrepresentation of the underlying record. For example, Defendants contend the cap should apply because:

- Health Care Providers “denied they were seeking to enforce coverage obligations through any assignment of benefits from their patients;” (p. 3)
- Health Care Providers’ “claims for relief does not seek to enforce an insurer’s obligation to provide insurance coverage to an insured;” (p. 4)
- “insurance coverage must be disputed for NRS 42.005(2) (b) to apply;” (p. 7)
- the implied contract is “evidently not an insurance policy, so the implied contract cannot vindicate any right to insurance coverage on behalf of any insured;” (p. 11)
- “[b]ecause bad faith by the insurer acting as an insurer is the predicate for the statutory exception in NRS 42.005(2)(b), there must be an applicable insurance policy that extends insurance coverage to the plaintiff;” (p. 12) (emphasis added)
- Health Care Providers are not insureds and “the exception to the punitive damages cap ... can only be triggered if the plaintiff is privy to an insurance policy...;” (p. 12)
- “the jury was not presented with any evidence that any insured was denied coverage under any applicable policy of insurance;” (p. 14) and
- “neither TeamHealth Health Care Providers nor Defendants proposed any instructions on ‘Insurance Bad Faith.’” (p. 17)

As discussed above, accepting any of these arguments, or their derivatives, would require the Court to violate long standing statutory interpretation principles and revisit certain arguments the Court previously considered and rejected. See, e.g., Order on Defendants’ Motion for Judgment as a Matter of Law.

15. Defendants also urged the Court to find that the Health Care Providers abandoned any and all claims that might satisfy the exception to the cap in NRS 42.005(2) (b). As referenced above, the Health Care Providers’ Third Claim for Relief in the Second Amended Petition – Violation of NRS 686A.020 and 686A.310 – alleges an act of bad faith. The Health Care Providers’ never abandoned that allegation of bad faith. Instead, they merely abandoned a proposed instruction (and its’ incorporation into a separate punitive damage instruction) that said “‘Bad Faith’ means that the insurer had no reasonable basis for disputing the claim; and the

insurer knew or recklessly disregarded the fact that there was no reasonable basis for disputing the claim.” Withdrawal of that proposed instruction was consistent with the evidence because Defendants admitted that they had not *disputed* any claim, but agreed they were obligated to pay on every claim.

15. Relatedly, Defendants urged the Court to find that the Health Care Providers’ interpretation of the exception to the cap would mean that anyone could sue an insurance company for bad faith. But, as discussed above, the Health Care Providers’ proffered interpretation merely demonstrates that they could sue Defendants for *acting in bad faith regarding their obligations to provide insurance coverage*.

16. Finally, NRS 42.005(1) provides: “[e]xcept as otherwise provided in NRS 42.007, in an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud or malice, express or implied, the plaintiff, in addition to the compensatory damages, may recover damages for the sake of example and by way of punishing the defendant.” Although the Nevada Supreme Court has held that punitive damages are not available for *breach of contract* claims, no such restriction exists for a claim of unjust enrichment, which, by its terms and United’s own arguments throughout the course of this litigation, is not based on a contract. *See Ins. Co. of the West v. Gibson Title Co., Inc.*, 122 Nev. 455, 464, 134 P.3d 698, 703 (2006) (“[T]he award of punitive damages cannot be based upon a cause of action sounding solely in contract.”) (emphasis added); *see also Peri & Sons Farms, Inc. v. Jain Irr., Inc.*, 933 F. Supp. 2d 1279, 1294 (D. Nev. 2013) (“Punitive damages are not available under Nevada law for contract-based causes of action); *Leasepartners Corp. v. Robert L. Brooks Tr. Dated Nov. 12, 1975*, 113 Nev. 747, 755–56, 942 P.2d 182, 187 (1997) (“[a]n action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express agreement.”). Federal court decisions are in accord. *See e.g. Hester v. Vision Airlines, Inc.*, 687 F.3d 1162 (9th Cir. 2012); *Bavelis v. Doukas*, No. 2:17-CV-00327, 2021 WL 1979078, at *3 (S.D. Ohio May 18, 2021) (affirming punitive damages award based on a theory of unjust enrichment). Unjust enrichment

“is grounded in the theory of restitution, not in contract theory.” *Schirmer v. Souza*, 126 Conn. App. 759, 765, 12 A.3d 1048 (2011), and therefore the Health Care Providers do not seek punitive damages solely based upon a contract theory. Similarly, for the reasons already expressed herein, the cause of action under the Unfair Claims Practices Act does not sound in contract and punitive damages are available under that claim as well, and the claim is applicable to all Defendants.

17. NRS 42.001(1) defines “conscious disregard” as “the knowledge of the probable harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those consequences.”

18. NRS 42.001(2) defines “fraud” as “an intentional misrepresentation, deception or concealment of a material fact known to the person with the intent to deprive another person of his or her rights or property or to otherwise injure another person.”

19. NRS 42.001(3) defines “malice, express or implied” as “conduct which is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or safety of others.”

20. NRS 42.001(4) defines “oppression” as “despicable conduct that subjects a person to cruel and unjust hardship with conscious disregard of the rights of the person.”

21. The Health Care Providers introduced evidence at trial that a jury could deem to constitute malice, oppression and/or fraud, express or implied, including but not limited to:

- United’s representatives testified that United has a duty to pay a reasonable reimbursement amount and the origin of the duty is found in the legal claims that the Health Care Providers asserted and prevailed on.

- The United representatives’ testimony, expressly or inferentially, that United did not pay a reasonable value in accord with the Affordable Care Act because the Affordable Care Act sets the minimum, and that Affordable Care Act has language concerning usual and customary rates. Each and every one of the Defendants have identified, expressly by Ms. Hare, Mr. Ziemer, Mr. Haben and Ms. Paradise, that, in fact, they did not include usual and customary in the analysis determining reimbursement rates under United’s various out-of-network

1 programs; and Ms. Hare testified that defendants Sierra Health and Life and Health Plan of
 2 Nevada did not have out-of-network reimbursement programs, but that they too did not use
 3 usual and customary as a foundation for determining reasonable value. A jury could determine
 4 that this testimony identifies conduct that is oppressive and fraudulent.

5 • United's representatives testified, expressly or inferentially, that the motivation
 6 for reducing out-of-network reimbursement rates was to underscore and to increase the amount
 7 of profits that United was enjoying or to try to save money allegedly for their administrative
 8 services clients and keep it for themselves in the context of third party administrator fees from a
 9 shared savings program.

10 • The Health Care Providers presented evidence that there are negative
 11 consequences if United underpays emergency room providers, including potentially
 12 jeopardizing what is defined as the safety net of our community: emergency department
 13 doctors, practitioners and clinicians. If they are underpaid, the quality of emergency services is
 14 diminished according to the testimony that has been elicited.

15 • Further, written documentary evidence presented to the jury states that United
 16 has an obligation to pay billed charges.

17 • United received advice from their internal regulatory and compliance
 18 department; i.e. United's provider services department. PX 314. Ms. Hare testified that SHL
 19 and HPN also received provider services. Mr. Ziemer identified that UMR also received support
 20 from United's provider services. In that email, United identified the obligation under the
 21 Affordable Care Act and how the law provides a minimum floor, yet United representatives'
 22 testimony demonstrates United did something different and inconsistent with what the law
 23 required.

24 • The Health Care Providers have introduced evidence that a jury could conclude
 25 that Defendants were deliberately placing United's interest over that safety net of community.
 26 Based on the testimony and other evidence, the Court concludes that there were sufficient facts
 27 presented at trial of this action brought against insurers such that the jury could find Defendants
 28 acted in bath faith regarding their obligations to provide insurance coverage. For those reasons,

the statute provides an exception to Nevada's statutory cap on punitive damages.

Accordingly,

ORDER

IT IS HEREBY ORDERED that the Motion is DENIED in full for all reasons stated herein, on the record at the February 16 and 17, 2022 hearings, and contained in the Health Care Providers' briefing in opposition to Defendants' Motion.

Signed this 9th day of March, 2022.

Dated this 9th day of March, 2022

Nancy L Alif

TW

Submitted by:

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

CC9 0E6 5B58 6665
Nancy Alif
District Court Judge

O'MELVENY & MYERS LLP

/s/ _____
Joseph Y. Ahmad
John Zavitsanos
Jason S. McManis
Michael Killingsworth
Louis Liao
Jane L. Robinson
P. Kevin Leyendecker
1221 McKinney Street, Suite 2500
Houston, Texas 77010
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com
(admitted *pro hac vice*)

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
plundvall@mcdonaldcarano.com

/s/ _____
D. Lee Roberts, Jr.
Colby L. Balkenbush
Brittany M. Llewellyn
Phillip N. Smith, Jr.
Marjan Hajimirzaee
WEINBERG, WHEELER, HUDGINS,
GUNN & 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

Dimitri Portnoi
Jason A. Orr
Adam G. Levine
Hannah Dunham
Nadia L. Farjood
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
iorr@omm.com

kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

Justin C. Fineberg
 Rachel H. LeBlanc
 Jonathan E. Siegelaub
LASH & GOLDBERG LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jsiegelaub@lashgoldberg.com
 (admitted *pro hac vice*)

Attorneys for Plaintiffs

alevine@omm.com
 hdunham@omm.com
 nfarjood@omm.com
 (admitted *pro hac vice*)

K. Lee Blalack, II
 Jeffrey E. Gordon
 Kevin D. Feder
 Jason Yan
O'Melveny & Myers LLP
 1625 I Street, N.W.
 Washington, D.C. 20006
 Telephone: (202) 383-5374
 lblalack@omm.com
 jgordon@omm.com
 kfeder@omm.com
 (admitted *pro hac vice*)

Paul J. Wooten
 Amanda Genovese
 Philip E. Legendy
O'Melveny & Myers LLP
 Times Square Tower,
 Seven Times Square,
 New York, New York 10036
 pwooten@omm.com
 agenovese@omm.com
 plegendy@omm.com
 (admitted *pro hac vice*)

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

Attorneys for Defendants

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 Motion 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: 3/9/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
24 Daniel Polsenberg	dpolsenberg@lewisroca.com
25 Joel Henriod	jhenriod@lewisroca.com
26	
27	
28	

1	Abraham Smith	asmith@lewisroca.com
2	Colby Balkenbush	cbalkenbush@wwhgd.com
3	Brittany Llewellyn	bllewellyn@wwhgd.com
4	Pat Lundvall	plundvall@mcdonaldcarano.com
5	Kristen Gallagher	kgallagher@mcdonaldcarano.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Phillip Smith, Jr.	psmithjr@wwhgd.com
11	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
12	Kelly Gaez	kgaez@wwhgd.com
13	Kimberly Kirn	kkirn@mcdonaldcarano.com
14	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
15	Jessica Helm	jhelm@lewisroca.com
16	Cynthia Kelley	ckelley@lewisroca.com
17	Emily Kapolnai	ekapolnai@lewisroca.com
18	Maxine Rosenberg	Mrosenberg@wwhgd.com
19	Mara Satterthwaite	msatterthwaite@jamsadr.com
20	Justin Fineberg	jfineberg@lashgoldberg.com
21	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
22	Virginia Boies	vboies@lashgoldberg.com
23	Martin Goldberg	mgoldberg@lashgoldberg.com
24		
25		
26		
27		
28		

1	Rachel LeBlanc	rleblanc@lashgoldberg.com
2	Jonathan Feuer	jfeuer@lashgoldberg.com
3	Jason Orr	jorr@omm.com
4	Adam Levine	alevine@omm.com
5	Jeff Gordon	jgordon@omm.com
6	Hannah Dunham	hdunham@omm.com
7	Paul Wooten	pwooten@omm.com
8	Dimitri Portnoi	dportnoi@omm.com
9	Lee Blalack	lblalack@omm.com
10	David Ruffner	druffner@lashgoldberg.com
11	Amanda Genovese	agenovese@omm.com
12	Tara Teegarden	tteegarden@mcdonaldcarano.com
13	Errol King	errol.King@phelps.com
14	Emily Pincow	epincow@lashgoldberg.com
15	Cheryl Johnston	Cheryl.Johnston@phelps.com
16	Jonathan Siegelau	jsiegelau@lashgoldberg.com
17	Philip Legendy	plegendy@omm.com
18	Andrew Eveleth	aeveleth@omm.com
19	Kevin Feder	kfeder@omm.com
20	Nadia Farjood	nfarjood@omm.com
21	Jason Yan	jyan@omm.com
22	AZA law AZA law	TMH010@azalaw.com
23	Beau Nelson	beauelsonmc@gmail.com
24		
25		
26		
27		
28		

1 Marianne Carter mcarter.mc2021@gmail.com

2 Dexter Pagdilao dpagdilao@omm.com

3 Hollis Donovan hdonovan@omm.com

4 Craig Caesar Craig.Caesar@phelps.com

6
7 If indicated below, a copy of the above mentioned filings were also served by mail
8 via United States Postal Service, postage prepaid, to the parties listed below at their last
9 known addresses on 3/10/2022

9 D Roberts 6385 S Rainbow BLVD STE 400
10 Las Vegas, NV, 89118

11 Patricia Lundvall McDonald Carano Wilson LLP
12 c/o: Pat Lundvall
13 2300 W. Sahara Avenue, Suite 1200
14 Las Vegas, NV, 89102

294

294

Steven D. Grierson

MEMC

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

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

**HEALTH CARE PROVIDERS'
VERIFIED MEMORANDUM OF
COSTS**

Pursuant to NRS 18.110 and the Court's March 9, 2022 Judgment, 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") submit the following Memorandum of Costs incurred in connection with the prosecution of this action. The Health Care Providers, as the prevailing parties, are entitled to costs pursuant to NRS 18.020(3) as they sought recovery of money or damage, in excess of \$2,500 in this action. This request is timely pursuant to NRS 18.110(1). Each requested cost is authorized by NRS 18.005. Each requested cost is substantiated by the backup documents attached hereto. Each requested cost was actually incurred. Each requested cost was paid. Each requested cost was necessary to prosecution of this action only. Each requested cost is reasonable in value.

I. THE HEALTH CARE PROVIDERS ARE PREVAILING PARTIES.

The term "'prevailing party' for the purposes of cost is broad, encompassing plaintiffs, counterclaimants and defendants." *Smith v. Crown Financial Services of America*, 111 Nev. 277, 284, 890 P.2d 769, 773 (1995). A party prevails "if it succeeds on any significant issue in litigation which achieves some of the benefit it sought." *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (defining "prevailing party" under NRS 18.010 (internal quotation marks omitted)). A prevailing party "need not succeed on every issue." *LVMPD v. Blackjack Bonding*, 131 Nev. 80, 90, 343 P.3d 608, 615 (2015) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983) and observing that "a plaintiff [can be] deemed 'prevailing' even though he succeeded on only some of his claims for relief"). When analyzing a prevailing party,

a lawsuit should not be viewed as a series of discrete claims. Rather, the focus should be on the significance of the relief obtained by the [party] in relation to the hours reasonably expended on the litigation.... Thus, the extent of the party's success is a crucial factor.

Women's Federal Sav. and Loan Ass'n of Cleveland v. Nevada Nat. Bank, 623 F.Supp. 469, 471 (D. Nev. 1985) (holding that plaintiff who succeeded on 9 of 12 and 8 of 14 issues was a prevailing party); *see also Cole-Monahan v. Salvo*, 2014 WL 5686290, at *2 (2014) (party prevailed when she "obtained most of the remedies she sought and received favorable verdicts on the causes of action

that were decided by the jury.”). Additionally, prevailing party analysis does not stop at “claims asserted in...complaints” and may encompass issues the parties submitted to the Court. *I. Cox Constr. Co. v. CH2 Invs., LLC*, 129 Nev. 139, 143, 296 P.3d 1202, 1204 (2013).

Here, there is no dispute that the Health Care Providers are prevailing parties in light of the jury’s verdict and the Court’s Judgment.

II. STATEMENT OF COSTS INCURRED.

NRS 18.005 permits recovery of the following categories of costs to the prevailing party. Consistent with NRS 18.005, the Health Care Providers incurred the following recoverable costs:

Cost Type	Total
NRS 18.005(1). Clerk’s Fees.	\$ 6,742.19
NRS 18.005(2). Reporters’ fees for depositions, including a reporter’s fee for one copy of each deposition.	\$ 139,941.94
NRS 18.005(3). Jurors’ fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.	\$ 7,035.93
NRS 18.005(4). Fees for witnesses at trial, pretrial hearings and deposing witnesses	\$ 1,517.00
NRS 18.005(5). Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert’s testimony were of such necessity as to require the larger fee.	\$ 264,050.83
NRS 18.005(7). The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action.	\$ 12,220.10
NRS 18.005(8). Compensation for the official reporter or reporter pro tempore.	\$ 35,502.12
NRS 18.005(10). Fees of a court bailiff or deputy marshal who was required to work overtime.	\$
NRS 18.005(12). Reasonable costs for photocopies.	\$ 46,304.27
NRS 18.005(13). Reasonable costs for long distance telephone calls.	\$ 898.58
NRS 18.005(14). Reasonable costs for postage	\$ 9,381.67
NRS 18.005(15). Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.	\$ 358,600.37

Cost Type	Total																						
NRS 18.005(16). Fees charged pursuant to NRS 19.0335 (Additional fees in civil action involving multiple parties).																							
NRS 18.005(17). Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research:	\$ 211,335.73																						
<table> <tr> <td>• eDiscovery Fees</td><td>\$ 78,315.20</td></tr> <tr> <td>• Courier Mileage Fees</td><td>\$ 15,388.27</td></tr> <tr> <td>• Westlaw</td><td>\$ 49,935.28</td></tr> <tr> <td>• Parking</td><td>\$ 1,032.15</td></tr> <tr> <td>• Recording Fees</td><td>\$ 237.54</td></tr> <tr> <td>• Business Meals</td><td>\$22,938.40</td></tr> <tr> <td>• Special Master</td><td>\$15,350.00</td></tr> <tr> <td>• NV State Bar Fees (Pro hac vice)</td><td>\$11,419.88</td></tr> <tr> <td>• Out of State Deposition Fees</td><td>\$7,272.52</td></tr> <tr> <td>• Video Tape depositions</td><td>\$6,183.00</td></tr> <tr> <td>• Investigation Fees</td><td>\$3,263.49</td></tr> </table>	• eDiscovery Fees	\$ 78,315.20	• Courier Mileage Fees	\$ 15,388.27	• Westlaw	\$ 49,935.28	• Parking	\$ 1,032.15	• Recording Fees	\$ 237.54	• Business Meals	\$22,938.40	• Special Master	\$15,350.00	• NV State Bar Fees (Pro hac vice)	\$11,419.88	• Out of State Deposition Fees	\$7,272.52	• Video Tape depositions	\$6,183.00	• Investigation Fees	\$3,263.49	
• eDiscovery Fees	\$ 78,315.20																						
• Courier Mileage Fees	\$ 15,388.27																						
• Westlaw	\$ 49,935.28																						
• Parking	\$ 1,032.15																						
• Recording Fees	\$ 237.54																						
• Business Meals	\$22,938.40																						
• Special Master	\$15,350.00																						
• NV State Bar Fees (Pro hac vice)	\$11,419.88																						
• Out of State Deposition Fees	\$7,272.52																						
• Video Tape depositions	\$6,183.00																						
• Investigation Fees	\$3,263.49																						
Total	\$1,093,530.73																						

III. REQUIRED VERIFICATION AND SUBSTANTIATION.

To recover costs, the Health Care Providers provide this memorandum verified by its counsel “stating that to the best of her knowledge and belief the items are correct, and that the costs have been necessarily incurred in the action or proceeding.” NRS 18.110(1). These costs are “actual and reasonable,” *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1352, 971 P.2d 383, 385 (1998), and are all substantiated in the backup documents attached hereto, *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114, 345 P.3d 1049, 1054 (2015). The back-up documentation is attached hereto as **Exhibits 1-4** and are authenticated through the Declaration of

///

///

///

Pat Lundvall. Additionally, the declaration outlines the reasonableness and necessity of certain costs when required.

Dated this 14th day of March, 2022.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

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

P. Kevin Leyendecker (admitted pro hac vice)
 John Zavitsanos (admitted pro hac vice)
 Joseph Y. Ahmad (admitted pro hac vice)
 Jason S. McManis (admitted pro hac vice)
 Michael Killingsworth (admitted pro hac vice)
 Louis Liao (admitted pro hac vice)
 Jane L. Robinson (admitted pro hac vice)
 Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 kleyendecker@azalaw.com
 joeahmad@azalaw.com
 jzavitsanos@azalaw.com
 jmcmanis@azalaw.com
 mkillingsworth@azalaw.com
 lliao@azalaw.com
 jrobinson@azalaw.com

Justin C. Fineberg (admitted *pro hac vice*)
 Rachel H. LeBlanc (admitted *pro hac vice*)
 Jonathan E. Siegelau (admitted *pro hac vice*)
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com
 rleblanc@lashgoldberg.com
 jsiegelau@lashgoldberg.com

*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*

013203
McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF PAT LUNDVALL

I, Pat Lundvall, declare under penalty of perjury:

1. I am over the age of 18 years. I have personal knowledge of the facts stated in this declaration and those stated in the Health Care Providers' Verified Memorandum of Costs.

2. I am an attorney with the law firm of McDonald Carano LLP, and one of the trial counsel representing the Health Care Providers in this matter. The items which are incorporated in Health Care Providers Verified Memorandum of Costs and in Exhibits 1-4 in Appendix Volumes 1 through 9, are true and correct to the best of my knowledge and belief. All requested costs were necessary to this matter. All requested costs are reasonable in the value provided. All requested costs were incurred at market rates in effect at the time and billed to Health Care Providers without upcharge or premium. While Health Care Providers incurred and paid for additional substantial amount of out-of-pocket costs in this case, those costs are not being sought since they do not fall within the scope of NRS 18.005.

3. Clerk's Fees (NRS 18.005(1)) refer to filing fees incurred in filing various pre-trial pleadings, briefs, motions and memoranda. These filing fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter.

4. Reporter's Fees for Depositions (NRS 18.005(2)) refer to reporters' fees for depositions, including a reporter's fee for one copy of each deposition, sought herein. These fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter.

5. Juror's Fees (NRS 18.005 (3)) refer to juror fees and juror meals incurred during trial. These fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter.

6. Witness Fees (NRS 18.005(4)) refer to fees incurred for witnesses who were either deposed or presented at trial by the Health Care Providers. These fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter.

7. Expert Witness Fees (NRS 18.005(5)) refer to fees incurred for expert witness review and testimony at depositions and trial. These fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter. As the Court is well aware, the issues upon which

1 the experts testified and the assistance they provided in preparing cross-examinations of defendants'
2 witnesses were unique and sophisticated. The issues were well outside the common knowledge of
3 an average juror, requiring specialized expertise to detail and explain those issues. Recovery of all
4 such costs incurred is commensurate with the verdicts obtained and the Judgment. The Health Care
5 Providers respectfully submit they should not be limited to the statutory default rate of \$1,500.00.

6 8. Process Server Fees (NRS 18.005(7)) refer to fees that were necessary to complete
7 service of process on the defendants and to command the production of documents and appearance
8 of witnesses at depositions. These fees were both reasonable and necessary in prosecuting the Health
9 Care Providers' claims in this matter.

10 9. Official Reporter or Reporter Pro Tempore Fees (NRS 18.005(8)) refer to fees that
11 were necessary for obtaining the transcript from the Court's official reporter. These fees were both
12 reasonable and necessary in prosecuting the Health Care Providers' claims in this matter.

13 10. Photocopies (NRS 18.005 (12)) refer to fees that were necessary in copying
14 documents for maintaining the file, preparing for depositions, hearings, and trial. These fees were
15 both reasonable and necessary in prosecuting the Health Care Providers' claims in this matter,

16 11. Long Distance (NRS 18.005 (13)) refers to fees that were necessary in teleconference
17 meetings communicating with client representatives, opposing parties, and expert witnesses. These
18 fees were both reasonable and necessary in prosecuting the Health Care Providers' claims in this
19 matter

20 12. Postage (NRS 18.005(14)) refers to fees expended in mailing certain documents
21 related to this matter. These fees were both reasonable and necessary in prosecuting the Health Care
22 Providers' claims in this matter.

23 13. Travel (NRS 18.005(15)) refers to costs that were necessary to take the depositions,
24 and attend hearings and trial. These fees were both reasonable and necessary in prosecuting the Health
25 Care Providers' claims in this matter.

26 14. Other Reasonable and Necessary Costs (NRS 18.005(17)) refers to fees relating to
27 eDiscovery, couriers, online legal research, parking, business meals, Special Master, Nevada State
28 Bar, Out-of-State depositions, videotape depositions, and investigation fees.

1 a. eDiscovery fees were both reasonable and necessary in preserving and
2 defending the Health Care Providers' interests in this matter because the Health Care
3 Providers paid for electronic storage of the documents disclosed in this matter on a platform
4 that allowed the Health Care Providers' counsel to time-effectively review and manage the
5 discovery in this matter.

6 b. Courier fees were both reasonable and necessary in prosecuting the Health
7 Care Providers' claims in this matter because the Health Care Providers had to deliver
8 various items to and from the courthouse and to other places in Las Vegas.

9 c. Online legal research fees were both reasonable and necessary in prosecuting
10 the Health Care Providers' claims in this matter because the Health Care Providers' counsel
11 researched specific legal issues in support of its case.

12 d. Parking fees were both reasonable and necessary in prosecuting the Health
13 Care Providers' claims in this matter because the Health Care Providers' counsel had to drive
14 to the courthouse to attend hearings and trial.

15 e. Business meals were both reasonable and necessary for Health Care Providers
16 to feed counsel and witnesses as they prepared for trial and hearings.

17 f. Special Master fees were both reasonable and necessary for the parties to
18 resolve discovery disputes.

19 g. NV State Bar fees were both reasonable and necessary for Health Care
20 Providers to retain out of state counsel specifically familiar with the health care issues unique
21 to this action.

22 h. Out-of-State Deposition fees were both reasonable and necessary in
23 prosecuting the Health Care Providers' claims in this matter as several witnesses were
24 located outside of Nevada and some demanded in-person depositions.

25 i. Videotape deposition fees were both reasonable and necessary to preserve
26 witness testimony, especially those depositions taken virtually.

27 j. Investigation fees were both reasonable and necessary in locating witnesses.

28 15. The law firms involved in prosecution of this action used various cost recovery

1 systems to electronically track various out-of-pocket expenses, to include long distance, photocopy
2 or facsimile charges. The systems required that the operator first include a client number and matter
3 number before the transaction can be made therefore providing an electronic count. Each transaction
4 is accounted for electronically to ensure that it is accurately billed to the proper client and matter
5 number. These costs are then uploaded to the respective firm's billing system, before being sent to
6 the client.

7 16. I certify that the documents attached hereto are true and correct copies, are business
8 records that have been kept in the normal course of business and do not indicate a lack of
9 trustworthiness.

10 17. I declare under penalty of perjury that the foregoing is true and correct.

11 18. To the best of my knowledge and belief the items requested as recoverable costs are
12 correct and that the costs have been necessarily incurred in this action.

13 Executed on the 14th day of March, 2022.

14 
15 _____
16
17
18
19
20
21
22
23
24
25
26
27
28

013207

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and on this 14th day of March, 2022, I caused a true and correct copy of the foregoing **HEALTH CARE PROVIDERS' VERIFIED MEMORANDUM OF COSTS** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

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

Attorneys for Defendants

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

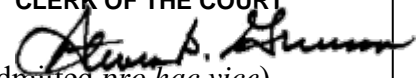
Attorneys for Defendants

/s/ Beau Nelson

An employee of McDonald Carano LLP

295

295



APEN

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

Joseph Y. Ahmad (admitted *pro hac vice*)
John Zavitsanos (admitted *pro hac vice*)
Jason S. McManis (admitted *pro hac vice*)
Michael Killingsworth (admitted *pro hac vice*)
Louis Liao (admitted *pro hac vice*)
Jane L. Robinson (admitted *pro hac vice*)
P. Kevin Leyendecker (admitted *pro hac vice*)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing, P.C.
1221 McKinney Street, Suite 2500
Houston, Texas 77010
Telephone: 713-600-4901
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmans@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

Justin C. Fineberg (admitted *pro hac vice*)
Rachel H. LeBlanc (admitted *pro hac vice*)
Jonathan E. Siegelau (admitted *pro hac vice*)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
Telephone: (954) 384-2500
jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelau@lashgoldberg.com

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

**APPENDIX OF EXHIBITS IN
SUPPORT OF HEALTH CARE
PROVIDERS' VERIFIED
MEMORANDUM OF COSTS**

VOLUME 1

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") submit this Appendix of Exhibits in Support of its Memorandum of Costs.

Exhibit No.	Exhibit Description	Volume	Bates No.
1	McDonald Carano Costs Backup	1-4	001-1122
	• Clerk's Fees	1-3	0001-0580
	• Reporter's Fees	3	0581-0659
	• Juror's Fees	3	0660-0689
	• Witness Fees	3	0690-0752
	• Sheriff or license process server	4	0753-0767
	• Official Reporter	4	0768-0812
	• Photocopies	4	0813-0839
	• Long Distance	4	0840-0935
	• Postage	4	0936-0946
	• E-Discovery	4	0947
	• Courier/Mileage	4	0948-0957
	• Legal Research	5	0958-1014
	• Parking	5	1015-1032
	• Recording Fees	5	1033-1037
	• Business Meals	5	1038-1046
	• Special Master	5	1047-1052
	• Pro Hac Vice	5	1053-1088
	• Out of State Depositions	5	1089-1094
	• Videotape Depositions	5	1095-1122
2	Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing P.C.'s Costs Backup	5-9	1123-1990
	• Clerk	5	1134-1187
	• Photocopies	6	1188-1211
	• Sheriff or license process server	6	1212-1215
	• Courier/Mileage	6	1216-1233
	• Postage	6	1234-1261
	• Travel	6-8	1262-1836
	• Meals	8-9	1837-1974
	• Trial Transcripts	9	1975-1985
	• Experts	9	1986-1990
3	Napoli Shkolnik PLLC Costs Backup	9	1991-2042
	• Photocopies	9	1993-1998
	• Postage	9	1999-2000
	• Travel	9	2001-2015
	• Clerk	9	2016-2028
	• Process Server	9	2029-2039
	• Investigation Fees	9	2040-2042

Exhibit No.	Exhibit Description	Volume	Bates No.
4	Lash & Goldberg	9	2043-2117
	• Courier/Mileage	9	2045-2056
	• Clerk's Fees	9	2057-2059
	• Transcripts	9	2060-2089
	• Travel	9	2090-2116
	• Investigation	9	2117

Dated this 14th day of March, 2022.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

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

P. Kevin Leyendecker (admitted pro hac vice)
 John Zavitsanos (admitted pro hac vice)
 Joseph Y. Ahmad (admitted pro hac vice)
 Jason S. McManis (admitted pro hac vice)
 Michael Killingsworth (admitted pro hac vice)
 Louis Liao (admitted pro hac vice)
 Jane L. Robinson (admitted pro hac vice)
 Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010
 kleyendecker@azalaw.com
 joeahmad@azalaw.com
 jzavitsanos@azalaw.com
 jmcmanis@azalaw.com
 mkillingsworth@azalaw.com
 lliao@azalaw.com
 jrobinson@azalaw.com

Justin C. Fineberg (admitted pro hac vice)
 Rachel H. LeBlanc (admitted pro hac vice)
 Jonathan E. Siegelaub (admitted pro hac vice)
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

jfineberg@lashgoldberg.com
rleblanc@lashgoldberg.com
jsiegelaub@lashgoldberg.com

*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*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and on this 14th day of March, 2022, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF HEALTH CARE PROVIDERS' VERIFIED MEMORANDUM OF COSTS- VOLUME 1** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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 & 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

Paul J. Wooten, Esq. (admitted *pro hac vice*)
Amanda Genovese, Esq. (admitted *pro hac vice*)
Philip E. Legendy, Esq. (admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
plegendy@omm.com

Dimitri Portnoi, Esq. (admitted *pro hac vice*)
Jason A. Orr, Esq. (admitted *pro hac vice*)
Adam G. Levine, Esq. (admitted *pro hac vice*)
Hannah Dunham, Esq. (admitted *pro hac vice*)
Nadia L. Farjood, Esq. (admitted *pro hac vice*)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899
dportnoi@omm.com
jorr@omm.com
alevine@omm.com
hdunham@omm.com
nfarjood@omm.com

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

Attorneys for Defendants

K. Lee Blalack, II, Esq. (admitted *pro hac vice*)
Jeffrey E. Gordon, Esq. (admitted *pro hac vice*)
Kevin D. Feder, Esq. (admitted *pro hac vice*)
Jason Yan, Esq. (*pro hac vice* pending)
O'Melveny & Myers LLP
1625 I Street, N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com
kfeder@omm.com

Attorneys for Defendants

/s/ Beau Nelson

An employee of McDonald Carano LLP

EXHIBIT 1

013214

013214

EXHIBIT 1

NRS 18.005(1) Clerk's Fees		
Date	Description	Amount
05/03/2019	Filing Fee-Court	1,530.00
05/03/2019	Filing Fee-Court	49.40
05/03/2019	Filing Fee-Court	450.00
05/03/2019	Filing Fee-Court	17.00
05/03/2019	Filing Fee-Court	3.50
05/03/2019	Filing Fee-Court	3.50
05/03/2019	Filing Fee-Court	3.50
05/06/2019	Filing Fee-Court	3.50
07/02/2019	Certificate of Good Standing	25.00
03/13/2020	Filing Fee-Court	3.50
03/13/2020	Filing Fee-Court	7.00
03/27/2020	Filing Fee-Court	3.50
03/30/2020	Filing Fee-Court	7.00
03/31/2020	Filing Fee-Court	3.50
04/06/2020	Filing Fee-Court	3.50
05/05/2020	Filing Fee-Court	3.50
05/11/2020	Filing Fee-Court	3.50
05/12/2020	Filing Fee-Court	3.50
05/15/2020	Filing Fee-Court	3.50
05/29/2020	Filing Fee-Court	3.50
06/01/2020	Filing Fee-Court	3.50
06/18/2020	Filing Fee-Court	3.50
06/24/2020	Filing Fee-Court	7.00
07/08/2020	Filing Fee-Court	3.50
07/17/2020	Filing Fee-Court	3.50
07/22/2020	Filing Fee-Court	14.00
08/05/2020	Filing Fee-Court	3.50
08/11/2020	Filing Fee-Court	3.50
08/27/2020	Filing Fee-Court	3.50
08/28/2020	Filing Fee-Court	3.50
09/08/2020	Filing Fee-Court	3.50
09/24/2020	Filing Fee-Court	3.50
09/28/2020	Filing Fee-Court	28.00
09/29/2020	Filing Fee-Court	3.50
10/06/2020	Filing Fee-Court	3.50
10/07/2020	Filing Fee-Court	3.50
10/21/2020	Filing Fee-Court	7.00
10/26/2020	Filing Fee-Court	3.50
10/27/2020	Filing Fee-Court	7.00
11/09/2020	Filing Fee-Court	7.00
11/18/2020	Filing Fee-Court	3.50
11/20/2020	Filing Fee-Court	3.50
12/04/2020	Filing Fee-Court	3.50

013215

013215

Date	Description	Amount
12/10/2020	Filing Fee-Court	3.50
12/18/2020	Filing Fee-Court	3.50
12/21/2020	Filing Fee-Court	3.50
12/22/2020	Filing Fee-Court	3.50
01/08/2021	Filing Fee-Court	7.00
01/12/2021	Filing Fee-Court	3.50
01/21/2021	Filing Fee-Court	3.50
02/04/2021	Filing Fee-Court	7.00
02/18/2021	Filing Fee-Court	7.00
02/19/2021	Filing Fee-Court	3.50
02/22/2021	Filing Fee-Court	7.00
02/24/2021	Filing Fee-Court	7.00
03/02/2021	Filing Fee-Court	3.50
03/04/2021	Filing Fee-Court	3.50
03/09/2021	Filing Fee-Court	14.00
03/12/2021	Filing Fee-Court	7.00
03/15/2021	Filing Fee-Court	7.00
03/16/2021	Filing Fee-Court	7.00
03/16/2021	Filing Fee-Court	3.50
03/19/2021	Filing Fee-Court	3.50
03/22/2021	Filing Fee-Court	3.50
03/24/2021	Filing Fee-Court	3.50
03/25/2021	Filing Fee-Court	7.00
03/26/2021	Filing Fee-Court	7.00
03/29/2021	Filing Fee-Court	7.00
03/30/2021	Filing Fee	1.03
04/01/2021	Filing Fee-Court	3.50
04/02/2021	Filing Fee-Court	7.00
04/05/2021	Filing Fee-Court	3.50
04/05/2021	Filing Fee-Court	7.00
04/09/2021	Filing Fee-Court	7.00
04/09/2021	Filing Fee-Court	3.50
04/12/2021	Filing Fee-Court	3.50
04/12/2021	Filing Fee-Court	3.50
04/13/2021	Filing Fee-Court	7.00
04/14/2021	Filing Fee-Court	3.50
04/15/2021	Filing Fee-Court	3.50
04/16/2021	Filing Fee-Court	3.50
04/19/2021	Filing Fee-Court	3.50
04/20/2021	Filing Fee-Court	3.50
04/21/2021	Filing Fee-Court	7.00
04/21/2021	Filing Fee-Court	7.00
04/22/2021	Filing Fee-Court	10.50
04/23/2021	Filing Fee-Court	3.50

013216

013216

Date	Description	Amount
04/26/2021	Filing Fee-Court	7.00
04/28/2021	Filing Fee-Court	3.50
04/29/2021	Filing Fee-Court	14.00
04/29/2021	Filing Fee-Court	3.50
05/05/2021	Filing Fee-Court	3.50
05/05/2021	Filing Fee-Court	3.50
05/06/2021	Filing Fee-Court	3.50
05/07/2021	Filing Fee-Court	10.50
05/10/2021	Filing Fee-Court	3.50
05/12/2021	Filing Fee-Court	3.50
05/12/2021	Filing Fee-Court	3.50
05/13/2021	Filing Fee-Court	7.00
05/13/2021	Filing Fee-Court	3.50
05/17/2021	Filing Fee-Court	7.00
05/18/2021	Filing Fee-Court	3.50
05/19/2021	Filing Fee-Court	3.50
05/19/2021	Filing Fee-Court	3.50
05/24/2021	Filing Fee-Court	10.50
05/26/2021	Filing Fee-Court	7.00
05/27/2021	Filing Fee-Court	3.50
06/01/2021	Filing Fee-Court	3.50
06/01/2021	Filing Fee-Court	255.88
06/03/2021	Filing Fee-Court	7.00
06/08/2021	Filing Fee-Court	14.00
06/09/2021	Filing Fee-Court	3.50
06/10/2021	Filing Fee-Court	3.50
06/15/2021	Filing Fee-Court	14.00
06/17/2021	Filing Fee-Court	7.00
06/22/2021	Filing Fee-Court	10.50
06/24/2021	Filing Fee-Court	3.50
06/25/2021	Filing Fee-Court	77.60
06/30/2021	Filing Fee-Court	3.50
07/01/2021	Filing Fee-Court	7.00
07/07/2021	Filing Fee-Court	3.50
07/09/2021	Filing Fee-Court	3.50
07/12/2021	Filing Fee-Court	3.50
07/22/2021	Filing Fee-Court	3.50
07/26/2021	Filing Fee-Court	10.50
07/27/2021	Filing Fee-Court	3.50
08/02/2021	Filing Fee-Court	40.00
08/02/2021	Filing Fee-Court	3.50
08/04/2021	Filing Fee-Court	3.50
08/04/2021	Filing Fee-Court	3.50
08/06/2021	Filing Fee-Court	3.50

013217

013217

013218

Date	Description	Amount
09/29/2021	Filing Fee-Court	3.50
09/29/2021	Filing Fee-Court	3.50
09/29/2021	Filing Fee-Court	3.50
09/29/2021	Filing Fee-Court	3.50
09/30/2021	Filing Fee-Court	3.50
09/30/2021	Filing Fee-Court	3.50
09/30/2021	Filing Fee-Court	3.50
09/30/2021	Filing Fee-Court	3.50
09/30/2021	Filing Fee-Court	3.50
10/01/2021	Filing Fee-Court	3.50
10/05/2021	Filing Fee-Court	3.50
10/05/2021	Filing Fee-Court	3.50
10/05/2021	Filing Fee-Court	3.50
10/05/2021	Filing Fee-Court	3.50
10/06/2021	Filing Fee-Court	3.50
10/06/2021	Filing Fee-Court	3.50
10/07/2021	Filing Fee-Court	3.50
10/08/2021	Filing Fee-Court	3.50
10/08/2021	Filing Fee-Court	3.50
10/13/2021	Filing Fee-Court	3.50
10/14/2021	Filing Fee-Court	3.50
10/14/2021	Filing Fee-Court	3.50
10/18/2021	Filing Fee-Court	3.50
10/18/2021	Filing Fee-Court	3.50
10/18/2021	Filing Fee-Court	3.50
10/18/2021	Filing Fee-Court	3.50
10/19/2021	Filing Fee-Court	3.50
10/25/2021	Filing Fee-Court	3.50
11/01/2021	Filing Fee-Court	3.50
11/01/2021	Filing Fee-Court	3.50
11/01/2021	Filing Fee-Court	3.50
11/03/2021	Filing Fee-Court	3.50
11/03/2021	Filing Fee-Court	3.50
11/03/2021	Filing Fee-Court	3.50
11/03/2021	Filing Fee-Court	3.50
11/03/2021	Filing Fee-Court	3.50
11/08/2021	Filing Fee-Court	3.50
11/08/2021	Filing Fee-Court	3.50
11/08/2021	Filing Fee-Court	3.50
11/12/2021	Filing Fee-Court	3.50
11/12/2021	Filing Fee-Court	3.50
11/12/2021	Filing Fee-Court	3.50
11/15/2021	Filing Fee-Court	14.00
11/18/2021	Filing Fee-Court	3.50

013219

013219

Date	Description	Amount
11/19/2021	Filing Fee-Court	3.50
11/22/2021	Filing Fee-Court	3.50
01/06/2022	Filing Fee-Court	3.50
01/20/2022	Filing Fee-Court	3.50
01/20/2022	Filing Fee-Court	2,440.00
		5,862.41

Envelope # 4148374

KTG

Envelope Information

Envelope Id 4148374	Submitted Date 4/15/2019 5:42 PM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	--	---

Case Information

Location Clark District Criminal/Civil	Category Civil	Case Type Other Tort
--	--------------------------	--------------------------------

Filings

Filing Type EFile	Filing Code Complaint (Business Court) - COMPB (CIV)
-----------------------------	---

Filing Description

Complaint

Client Reference Number

19438-3

Courtesy Copies

kgallagher@mcdonaldcarano.com,
plundvall@mcdonaldcarano.com,
mcarter@mcdonaldcarano.com

Filing on Behalf of

Fremont Emergency Services
(Mandavia), Ltd.

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
Complaint.pdf	Complaint (Business Court) - COMPB (CIV)		Original File

Filing Type EFile	Filing Code Civil Cover Sheet - CCS (CIV)
-----------------------------	---

Initial Appearance Fee
Disclosure.pdf

Initial Appearance Fee
Disclosure - IAFD (CIV)

Fees

Complaint (Business Court) - COMPB (CIV)

Description	Amount
Filing Fee	\$1,530.00
Filing Total:	\$1,530.00

Civil Cover Sheet - CCS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Initial Appearance Fee Disclosure - IAFD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$1,530.00
Payment Service Fee	\$45.90
E-File Fee	\$3.50
Envelope Total:	\$1,579.40

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$1,579.40
Payment Account	Kristen Gallagher	Transaction Id	5070291
Filing Attorney	Kristen Gallagher	Order Id	004148374-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

KITG

Case # A-19-792978-B - Fremont Emergency Services Mar**Envelope Information**

Envelope Id 4159106	Submitted Date 4/17/2019 11:38 AM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	---	---

Case Information

Location Department 11	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Gonzalez, Elizabeth		

Filings

Filing Type EFileAndServe	Filing Code Peremptory Challenge - CHLG (CIV)
-------------------------------------	---

Filing Description
Peremptory Challenge of Judge

Client Reference Number
19438-3

Filing on Behalf of
Fremont Emergency Services
Mandavia Ltd

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
Peremptory Challenge of Judge.pdf	Peremptory Challenge - CHLG (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

013223

013223

Status	Name	Firm	Served	Date Opened
Not Sent	Pat Lundvall	McDonald Carano LLP	No	Not Opened
Not Sent	Kristen T. Gallagher	McDonald Carano LLP	No	Not Opened
Not Sent	Amanda M. Perach	McDonald Carano LLP	No	Not Opened
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not Opened
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not Opened
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not Opened

Parties with No eService

Name Address

United Healthcare Insurance
Company

Name Address

United Healthcare Services Inc

Name Address

UMR Inc

Name Address

Oxford Health Plans Inc

Name Address

Sierra Health and Life Insurance
Company Inc

Name Address

Sierra Health-Care Options Inc

Name Address

Health Plan of Nevada Inc

Fees

Peremptory Challenge - CHLG (CIV)

Description	Amount
Filing Fee	\$450.00
Filing Total:	\$450.00

Total Filing Fee	\$450.00
Payment Service Fee	\$13.50

E-File Fee

\$3.50

Envelope Total: \$467.00

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$467.00
Payment Account	Kristen Gallagher	Transaction Id	5082592
Filing Attorney	Kristen Gallagher	Order Id	004159106-0
Transaction Response	Authorized		

© 2019 Tyler Technologies

Version: 2017.2.5.7059

013225

013225

KTG

Case # A-19-792978-B - Fremont Emergency Services Mar**Envelope Information**

Envelope Id 4165015	Submitted Date 4/18/2019 10:27 AM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	---	---

Case Information

Location Department 27	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Allf, Nancy		

Filings

Filing Type EFileAndServe	Filing Code Summons Electronically Issued - Service Pending - SEI (CIV)
-------------------------------------	--

Filing Description
Summons - Health Plan of Nevada,
Inc.

Client Reference Number
19438-3

Filing on Behalf of
Fremont Emergency Services
Mandavia Ltd

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
Summons - Health Plan of Nevada, Inc..pdf	Summons Electronically Issued - Service Pending - SEI (CIV)		Original File

eService Details

013226

013226

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen Gallagher	Transaction Id	5089473

KTG

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**
4202633**Submitted Date**
4/25/2019 3:15 PM PST**Submitted User Name**
kgallagher@mcdonaldcarano.com**Case Information****Location**
Department 27**Category**
Civil**Case Type**
NRS Chapters 78-89**Case Initiation Date**
4/15/2019**Case #**
A-19-792978-B**Assigned to Judge**
Allf, Nancy**Filings****Filing Type**
EFileAndServe**Filing Code**
Proof of Service - PSER (CIV)**Filing Description**
Proof of Service - UMR, Inc. dba
United Medical Resources**Client Reference Number**
19439-3**Filing on Behalf of**
Fremont Emergency Services
(Mandavia) Ltd**Filing Status**
Submitting**Lead Document**

File Name	Description	Security	Download
Summons - UMR, Inc. dba United Medical Resources - version 1.pdf	Proof of Service - PSER (CIV)		Original File

eService Details

United Healthcare Insurance
Company

Name	Address
United Healthcare Services Inc	

Name	Address
UMR Inc	

Name	Address
Oxford Health Plans Inc	

Name	Address
Sierra Health and Life Insurance Company Inc	

Name	Address
Sierra Health-Care Options Inc	

Name	Address
Health Plan of Nevada Inc	

Fees

Proof of Service - PSER (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Proof of Service - PSER (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Proof of Service - PSER (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
---------------------------------------	--------------------	-------------------------------	--------

KTG

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information**

Envelope Id 4220735	Submitted Date 4/30/2019 10:59 AM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	---	---

Case Information

Location Department 27	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Allf, Nancy		

Filings

Filing Type EFileAndServe	Filing Code Affidavit of Service - AOS (CIV)
-------------------------------------	--

Filing Description
Declaration of Service - Health Plan
Nevada, Inc.

Client Reference Number
19438-3

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
AOS - HPN.pdf	Affidavit of Service - AOS (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Pat Lundvall	McDonald Carano LLP	No	Not Opened
Not Sent	Kristen T. Gallagher	McDonald Carano LLP	No	Not Opened

Name	Address
------	---------

Oxford Health Plans Inc

Name	Address
------	---------

Sierra Health and Life Insurance
Company Inc

Name	Address
------	---------

Sierra Health-Care Options Inc

Name	Address
------	---------

Health Plan of Nevada Inc

Fees

Affidavit of Service - AOS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Affidavit of Service - AOS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Affidavit of Service - AOS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen Gallagher	Transaction Id	5153100
Filing Attorney	Kristen Gallagher	Order Id	004220735-0
Transaction Response	Authorized		

KTG

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information**

Envelope Id 4247239	Submitted Date 5/6/2019 9:33 AM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	---	---

Case Information

Location Department 27	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Allf, Nancy		

Filings

Filing Type EFileAndServe	Filing Code Affidavit of Service - AOS (CIV)
-------------------------------------	--

Filing Description
Affidavit of Service - Oxford Health
Plans, Inc.

Client Reference Number
19438-3

Filing on Behalf of
Fremont Emergency Services
(Mandavia) Ltd

Filing Status
Submitting

Lead Document

File Name AOS - Oxford Health Plans, Inc..pdf	Download Original File
--	----------------------------------

eService Details

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

0018

013232

013232

Envelope Total: \$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen Gallagher	Transaction Id	5183902
Filing Attorney	Kristen Gallagher	Order Id	004247239-0
Transaction Response	Authorized		

© 2019 Tyler Technologies

Version: 2017.2.5.7059

013233

013233



AMP CC c/m 19438-3

Date: 07/02/2019 **Order#:** 5422
Additional Information:

Please Enter Your Bar Number 12399

Bill To: (Customer ID#3227)

McDonald Carano LLP
 Amanda Perach
 P.O. Box 2670
 Reno, NV 89505
 United States
 702-257-4538
 aperach@mcdonaldcarano.com

Ship To:

McDonald Carano LLP
 Amanda Perach
 2300 West Sahara Avenue
 Suite 1200
 Las Vegas, NV 89102
 United States
 702-257-4538

Payment Method:

Credit Card: Visa
 Amanda M. Perach
 *****0114

Shipping Method:

Pickup at Las Vegas Office

Code	Description	Qty	Price	Total
COGS-COGS	Certificate of Good Standing - Standard: \$25, 2-5 days to process	1	\$25.00	\$25.00

Subtotal: \$25.00

Tax: \$0.00

Shipping & Handling: \$0.00

Grand Total: \$25.00

013234

013234

143

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information**

Envelope Id 5717007	Submitted Date 2/27/2020 5:16 PM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	--	---

Case Information

Location Department 27	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Allf, Nancy		

Filings

Filing Type EFileAndServe	Filing Code Notice of Entry of Order - NEOJ (CIV)
-------------------------------------	--

Filing Description
Notice of Entry of Order Re:
Remand

Client Reference Number
19438-3

Filing on Behalf of
Fremont Emergency Services
(Mandavia) Ltd

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
Notice of Entry of Order of Remand.pdf	Notice of Entry of Order - NEOJ (CIV)		Original File

eService Details

013235

013235

Status	Name	Firm	Served	Date Open
Not Sent	Cindy Bowman	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Cindy Bowman	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Cindy Bowman	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Open
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not Open
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not Open
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not Open
Not Sent	Kimberly Kirn	McDonald Carano LLP	No	Not Open

Fees

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	6842818
Filing Attorney	Kristen Gallagher	Order Id	005717007-0
Transaction Response	Authorized		

KTB

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information**

Envelope Id 5717022	Submitted Date 2/27/2020 5:19 PM PST	Submitted User Name kgallagher@mcdonaldcarano.com
-------------------------------	--	---

Case Information

Location Department 27	Category Civil	Case Type NRS Chapters 78-89
Case Initiation Date 4/15/2019	Case # A-19-792978-B	
Assigned to Judge Allf, Nancy		

Filings

Filing Type EFileAndServe	Filing Code Request - REQT (CIV)
Filing Description Request for Status Check	
Client Reference Number 19438-3	Comments to Court Hearing Requested
Filing on Behalf of Fremont Emergency Services (Mandavia) Ltd	
Filing Status Submitting	

Lead Document

File Name	Description	Security	Download
Request for Status Check.pdf	Request - REQT (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Pat Lundvall	McDonald Carano LLP	No	Not Opened

0023

013237

013237

Status	Name	Firm	Served	Date Opened
Not Sent	Cindy Bowman	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Cindy Bowman	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Opened
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not Opened
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not Opened
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not Opened
Not Sent	Kimberly Kirn	McDonald Carano LLP	No	Not Opened

Fees

Request - REQT (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	6842833
Filing Attorney	Kristen Gallagher	Order Id	005717022-0
Transaction Response	Authorized		

KTG

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**
5798692**Submitted Date**
3/13/2020 3:29 PM PST**Submitted User Name**
kgallagher@mcdonaldcarano.com**Case Information****Location**
Department 27**Category**
Civil**Case Type**
NRS Chapters 78-89**Case Initiation Date**
4/15/2019**Case #**
A-19-792978-B**Assigned to Judge**
Alif, Nancy**Filings****Filing Type**
EFileAndServe**Filing Code**
Notice of Intent to Take Default -
NITD (CIV)**Filing Description**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**Client Reference Number**
19438-3**Filing on Behalf of**
Fremont Emergency Services
(Mandavia) Ltd**Filing Status**
Submitting**Lead Document****File Name**
Notice of Intent to Take
Default.pdf**Description**
Notice of Intent to Take
Default - NITD (CIV)**Security**
Public Filed Document**Download**
Original File

Status	Name	Firm	Served	Date C
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Raiza Anne Torrenueva	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Brittany Llewellyn	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Flor Gonzalez-Pacheco	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Kelly Gaez	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not O
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not O
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not O
Not Sent	Kimberly Kirn	McDonald Carano LLP	No	Not O

Fees

Notice of Intent to Take Default - NITD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	6932363
Filing Attorney	Kristen Gallagher	Order Id	005798692-0
Transaction Response	Authorized		

KTB

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**

5872438

Submitted Date

3/31/2020 9:11 AM PST

Submitted User Name

kgallagher@mcdonaldcarano.com

Case Information**Filings****Filing Type**

EFileAndServe

Filing Code

Audiovisual Transmission

Equipment Appearance Request -

ATEAR (CIV)

Filing Description

Audiovisual Transmission

Equipment Appearance Request

Re: April 3, 2020 Status Check

Client Reference Number

19438-3

Filing on Behalf of

Fremont Emergency Services

(Mandavia) Ltd

Filing Status

Submitting

Lead Document**File Name**

Audiovisual Transmission

Equipment Appearance

Request.pdf

Description

Audiovisual

Transmission

Equipment Appearance

Request - ATEAR (CIV)

Security

Public Filed Document

Download

Original File

eService Details

Status	Name	Firm	Served	Date C
Not Sent	Pat Lundvall	McDonald Carano LLP	No	Not Of
Not Sent	Kristen T. Gallagher	McDonald Carano LLP	No	Not Of

013241

013241

Status	Name	Firm	Served	Date C
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Raiza Anne Torrenueva	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Brittany Llewellyn	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Flor Gonzalez-Pacheco	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Kelly Gaez	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not O
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not O
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not O
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not O
Not Sent	Kimberly Kirn	McDonald Carano LLP	No	Not O

Fees

Audiovisual Transmission Equipment Appearance Request - ATEAR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	7006746
Filing Attorney	Kristen Gallagher	Order Id	005872438-0
Transaction Response	Authorized		

© 2020 Tyler Technologies
Version: 2019.0.6.8724

[Show Me How To...](#)[Go To Assist](#)[Actions](#)

Case # A-19-792978-B - Fremont Emergency Services (Mandavia)

Envelope Information

Envelope Id

5859697

Submitted Date

3/26/2020 8:09 PM PST

Submitted User Name

kgallagher@mcdonaldcarano.com

Case Information

Location

Department 27

Category

Civil

Case Type

NRS Chapters 78-89

Case Initiation Date

4/15/2019

Case #

A-19-792978-B

Assigned to Judge

Allif, Nancy

Filings

Filing Type

EFileAndServe

Filing Code

013243

013243

Opposition to Motion to Dismiss - OMD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Appendix - APEN (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50**Party Responsible for Fees**

Fremont Emergency Services (Mandavia) Ltd

Transaction Amount

\$3.50

Payment Account

Kristen T. Gallagher

Transaction Id

6994190

Filing Attorney

Kristen Gallagher

Order Id

005859697-0

Transaction Response

Payment Complete

013244

013244



013245

013245

03/30/2020	03/30/2020	Nvefile*005871020-0	3.50	19438-3
03/30/2020	03/30/2020	Nvefile*005871451-0	3.50	19438-3



KTB

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**

6014681

Submitted Date

5/5/2020 3:03 PM PST

Submitted User Name

kgallagher@mcdonaldcarano.com

Case Information**Location**

Department 27

Category

Civil

Case Type

NRS Chapters 78-89

Case Initiation Date

4/15/2019

Case #

A-19-792978-B

Assigned to Judge

Allf, Nancy

Filings**Filing Type**

EFileAndServe

Filing CodeNotice of Entry of Order - NEOJ
(CIV)**Filing Description**Notice of Entry of Order Shortening
Time Re: Plaintiffs' Motion to
Compel Defendants' Meet and
Confer Participation and Related
Action**Client Reference Number**

19438-3

Filing on Behalf ofFremont Emergency Services
(Mandavia) Ltd**Filing Status**

Submitting

Lead Document**File Name**Notice of Entry of Order
Shortening Time re Plaintiffs'
Motion to Compel Defendants'**Description**Notice of Entry of Order
- NEOJ (CIV)**Security**

Public Filed Document

Download

Original File

013246

013246

E-File Fee

\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	7144897
Filing Attorney	Kristen Gallagher	Order Id	006014681-0
Transaction Response	Authorized		

© 2020 Tyler Technologies

Version: 2019.0.6.8724

013247

013247

KTG

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**

6035670

Submitted Date

5/11/2020 1:07 PM PST

Submitted User Name

kgallagher@mcdonaldcarano.com

Case Information**Location**

Department 27

Category

Civil

Case Type

NRS Chapters 78-89

Case Initiation Date

4/15/2019

Case #

A-19-792978-B

Assigned to Judge

Allf, Nancy

Filings**Filing Type**

EFileAndServe

Filing CodeAudiovisual Transmission
Equipment Appearance Request -
ATEAR (CIV)**Filing Description**Audiovisual Transmission
Equipment Appearance Request
Re: May 14, 2020 Hearings**Client Reference Number**

19438-3

Filing on Behalf ofFremont Emergency Services
(Mandavia) Ltd**Filing Status**

Submitting

Lead Document**File Name**Audiovisual Transmission
Equipment Appearance Request
re May 14, 2020 Hearings.pdf**Description**Audiovisual
Transmission
Equipment Appearance
Request - ATEAR (CIV)**Security**

Public Filed Document

Download

Original File

013248

013248

Status	Name	Firm	Served	Date C
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Audra Bonney	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Raiza Anne Torrenueva	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Brittany Llewellyn	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Flor Gonzalez-Pacheco	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Kelly Gaez	Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC	No	Not Of
Not Sent	Beau Nelson	McDonald Carano LLP	No	Not Of
Not Sent	Marianne Carter	McDonald Carano LLP	No	Not Of
Not Sent	Karen Surowiec	McDonald Carano LLP	No	Not Of
Not Sent	Kimberly Kirn	McDonald Carano LLP	No	Not Of

Fees

Audiovisual Transmission Equipment Appearance Request - ATEAR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Fremont Emergen...	Transaction Amount	\$3.50
Payment Account	Kristen T. Gallagher	Transaction Id	7166654
Filing Attorney	Kristen Gallagher	Order Id	006035670-0
Transaction Response	Authorized		

KTU

Case # A-19-792978-B - Fremont Emergency Services (Ma**Envelope Information****Envelope Id**

6043793

Submitted Date

5/12/2020 5:05 PM PST

Submitted User Name

kgallagher@mcdonaldcarano.com

Case Information**Filings****Filing Type**

EFileAndServe

Filing CodeReply Points and Authorities - RPA
(CIV)**Filing Description**Plaintiff's Reply in Support of
Motion to Compel Defendants'
Meet and Confer Participation and
Related Action on Order Shortening
Time**Client Reference Number**

19438-3

Filing on Behalf ofFremont Emergency Services
(Mandavia) Ltd**Filing Status**

Submitting

Lead Document**File Name**Plaintiffs' Reply in Support of
Motion to Compel Defendants'
Meet and Confer Participation
and Related Action on Order
Shortening Time.pdf**Download**

Original File

eService Details**Status****Name****Firm****Served Date C**

013250

013250