

Case No. _____

In the Supreme Court of Nevada

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

Petitioners,

vs.

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

Respondents,

and

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

Real Parties in Interest.

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**PETITIONERS' APPENDIX
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65	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 11 of 18 (FILED UNDER SEAL)	12/24/21	24 25	5810–5817 5818–5953
66	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 12 of 18 (FILED UNDER SEAL)	12/24/21	25 26	5954–6067 6068–6199
67	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 13 of 18 (FILED UNDER SEAL)	12/24/21	26 27	6200–6317 6318–6418
68	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 14 of 18 (FILED UNDER SEAL)	12/24/21	27 28	6419–6567 6568–6579
69	Supplemental Appendix of Exhibits to	12/24/21	28	6580–6737

	Motion to Seal Certain Confidential Trial Exhibits – Volume 15 of 18 (FILED UNDER SEAL)			
70	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 16 of 18 (FILED UNDER SEAL)	12/24/21	28 29	6738–6817 6818–6854
71	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 17 of 18 (FILED UNDER SEAL)	12/24/21	29	6855–7024
72	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 18 of 18 (FILED UNDER SEAL)	12/24/21	29 30	7025–7067 7068–7160
82	Transcript of Hearing Regarding Unsealing Record (FILED UNDER SEAL)	10/05/22	33	7825–7845
75	Transcript of Proceedings Re: Motions (FILED UNDER SEAL)	01/12/22	31	7403–7498
76	Transcript of Proceedings Re: Motions (FILED UNDER SEAL)	01/20/22	31	7499–7552
77	Transcript of Proceedings Re: Motions (FILED UNDER SEAL)	01/27/22	31	7553–7563
79	Transcript of Proceedings Re: Motions Hearing (FILED UNDER SEAL)	02/10/22	32	7575–7695
80	Transcript of Proceedings Re: Motions Hearing (FILED UNDER SEAL)	02/16/22	32	7696–7789
83	Transcript of Status Check (FILED UNDER SEAL)	10/06/22	33	7846–7855
98	Transcript of Status Check (FILED UNDER SEAL)	10/11/22	46	11,150–11,160

CERTIFICATE OF SERVICE

I certify that on November 15, 2022, I submitted the foregoing
“Petitioners’ Appendix” for filing *via* the Court’s eFlex electronic filing
system. Electronic notification will be sent to the following:

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

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

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EXHIBIT F

003253

EXHIBIT F

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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

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

**ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANTS'
MOTION TO SEAL CERTAIN
CONFIDENTIAL TRIAL EXHIBITS**

1 vs.

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

12 Defendants.

13 Defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.;
14 UMR, Inc.; Sierra Health and Life Insurance Company, Inc.; and Health Plan of Nevada, Inc.
15 (collectively “Defendants”) Motion to Seal Certain Confidential Trial Exhibits (the “Motion”)
16 came before the Court in a series of hearings on January 12, 2022, January 27, 2022, February 10,
17 2022, February 16, 2022, and February 17, 2022. D. Lee Roberts, Jr. and Brittany M. Llewellyn
18 of Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC, Daniel F. Polsenberg and Abraham G. Smith
19 of Lewis Roca Rothgerber Christie LLP, and Jeffrey E. Gordon of O’Melveny & Myers LLP
20 appeared on behalf of Defendants. Patricia K. Lundvall of McDonald Carano LLP and John
21 Zavistanos, Jason M. McManis, Joseph Y. Ahmad of Ahmad, Zavitsanos, Anaipakos, Alavi &
22 Mensing, P.C. appeared on behalf of Plaintiffs Fremont Emergency Services (Mandavia), Ltd.;
23 Team Physicians of Nevada-Mandavia, P.C. (“Team Physicians”); Crum, Stefanko and Jones, Ltd.
24 dba Ruby Crest Emergency Medicine (“Ruby Crest”) (collectively “TeamHealth Plaintiffs”).

25 The Court, having considered Defendants’ Motion, TeamHealth Plaintiffs’ Response, and
26 the arguments of counsel at the hearings on this matter, the court’s guidance at hearings as reflected
27 in court transcripts, and good cause appearing, finds and orders as follows:

28 1. Defendants’ Motion seeks an order sealing or redacting certain exhibits admitted at
trial that contain business planning, financial, and other categories of proprietary information that
Defendants believe, if made public, would cause irreparable harm. Before producing these trial
exhibits in discovery, Defendants had designated these trial exhibits as “Attorneys Eyes Only”
under the parties’ October 21, 2019 Stipulated Confidentiality and Protective Order. These trial

1 exhibits, except as provided in this Order and subject to the Parties' rights on appeal, will become
2 part of the Court's public record once the Court file is unlocked.

3 2. Plaintiffs do not oppose the Motion with respect to redaction of individual medical
4 data, including Protected Health Information ("PHI") and Personally Identifiable Information
5 ("PII"). Accordingly, the Court finds good cause to permit redactions of that individual medical
6 data, including PHI and PII.

7 3. The Nevada Rules for Sealing and Redacting Court Records ("SRCR") recognize
8 specific circumstances where sealing is appropriate because a significant competing interest
9 outweighs the presumption in favor of public access. SRCR 3(4). Specifically:

10 The public interest in privacy or safety interests that outweigh the public interest in
11 open court records include findings that:

12 (a) The sealing or redaction is permitted or required by federal or state law;

13 (b) The sealing or redaction furthers an order entered under NRCP 12(f) or JCRCP
14 12(f) or a protective order entered under NRCP 26(c) or JCRCP 26(c);

15 ****

16 (g) The sealing or redaction is necessary to protect intellectual proprietary or property
interests such as trade secrets as defined in NRS 600A.030(5);

17 (h) The sealing or redaction is justified or required by another compelling
18 circumstance.

19 SRCR 3(4). These rules do not distinguish between pre-trial and trial judicial records. *See id.*

20 4. Based on its interpretation of SRCR 3 (4) et seq., the Court finds that the Motion
21 should be denied in the most part, except with respect to certain categories of information as stated
22 herein, reflected on the set of trial exhibits filed herewith, and reflected by **Appendix A** to this
order.

23 5. The Motion is **DENIED** unless otherwise stated herein or reflected by **Appendix**
24 **A**, and specifically with respect to the following documents and categories of information:

25 a. Any trial exhibit that a party used or referred to during the parties' opening
26 or closing statements;

27 b. Any page of any trial exhibit that was shown to the jury;
28

- c. All references to the rate of payments that Defendants agree to reimburse to medical providers (known as “reimbursement rates”);
- d. All references to the dollar amount of reimbursements that Defendants agreed to pay to medical providers (known as “allowed amounts”);
- e. All claim files identified as trial exhibits, except that PHI and PII will be redacted from those files;
- f. Summaries of claims in dispute;
- g. Contractual language, rates, and figures that Defendants negotiate with their customers, related to Outlier Cost Management Program (“OCM”) and Shared Savings Program (“SSP”), contained in its Administrative Services Agreements among others, and as identified in detail in **Appendix A**;
- h. Information related to Defendants’ business planning for the Western Region, including a presentation given by Defendants’ executive leaders (Pl. Ex. 426), and a 2017 strategic business plan (Pl. Ex. 89), except for pages and content reflected below or in **Appendix A**.
- i. The following trial exhibits except for pages and content reflected below or in **Appendix A**:
 - i. Executive presentation from March 2018 (Pl. Ex. 175);
 - ii. Email from 2018 (Pl. Ex. 218);
 - iii. Strategic business plan from 2018 (Pl. Ex. 236);
 - iv. Email from 2019 (Pl. Ex. 256);
 - v. Strategic business plan from 2019 (Pl. Ex. 329);
 - vi. Strategic business plan (Pl. Ex. 378);
 - vii. An executive presentation (Pl. Ex. 380);
 - viii. A claims data spreadsheet (Pl. Ex. 473); and
 - ix. An executive presentation from 2016 (Def. Ex. 5507).

6. The Motion is **GRANTED** with respect to each of the following categories of information, and as reflected by **Appendix A**.

- a. Mergers and Acquisitions targets;
- b. Forward-looking market analysis for states outside of the Western Region (which includes Nevada), such as the analysis appearing at page 22 of Plaintiffs' Exhibit 236;
- c. State or other geographic place names, except for "Nevada" or any location within Nevada;
- d. Names and addresses of Defendants' customers;
- e. Names of providers, except for Plaintiffs; and
- f. Certain other financial figures, percentages, and analyses, as identified by **Appendix A.**

ORDER

IT IS HEREBY ORDERED that Defendants Motion is **GRANTED IN PART AND DENIED IN PART**. Documents subject to Defendants' motion are hereby ordered sealed or redacted consistent with the requirements of this Order, **Appendix A** hereto, and the final redactions in the sealed **Appendix B** filed by Defendants on October 7, 2022.¹

IT IS FURTHER ORDERED that execution of this order is stayed for thirty (30) days pursuant to Nev. R. Civ. P. 62 (a). Any further stay shall issue from the Nevada Supreme Court. During this stay and any extension from the Supreme Court, all materials related to this sealing motion—with the sole exception of this order and Appendix A—shall remain under seal as though the motion had been granted in full.

IT IS SO ORDERED.

Dated this 10th day of October, 2022

Nancy L. Alf

C6A 823 CB93 6ED5

**Nancy Alf
District Court Judge**

¹ Appendix B consists of the 13 volumes filed as Docket Nos. 1486–1498 and the accompanying disk, Docket No. 1485. This Court orders Appendix B sealed in accordance with this order without the necessity of a separate motion to seal. Although defendants filed Appendix B with its accompanying disk, this Court has reviewed the redactions therein and adopts them as the order of this Court for purposes of appellate review. This Court further finds that the disk contains exhibits "too large or otherwise incapable of being reproduced in the appendix" within the meaning of NRAP 30(d). Consistent with that rule, the clerk of this Court shall transmit the disk to the Supreme Court or Court of Appeals upon request.

Submitted by:

Approved as to form/content:

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McDONALD CARANO LLP

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/s/ Pat Lundvall

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Appendix A

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P001	P001.0001	UNITED-DEF-0003567	UNITED-DEF-0003596	UNITED-DEF-0003567	Granted
P001	P001.0002			UNITED-DEF-0003568	Page not subject to motion
P001	P001.0003			UNITED-DEF-0003569	Page not subject to motion
P001	P001.0004			UNITED-DEF-0003570	Page not subject to motion
P001	P001.0005			UNITED-DEF-0003571	Page not subject to motion
P001	P001.0006			UNITED-DEF-0003572	Page not subject to motion
P001	P001.0007			UNITED-DEF-0003573	Page not subject to motion
P001	P001.0008			UNITED-DEF-0003574	Page not subject to motion
P001	P001.0009			UNITED-DEF-0003575	Page not subject to motion
P001	P001.0010			UNITED-DEF-0003576	Page not subject to motion
P001	P001.0011			UNITED-DEF-0003577	Granted
P001	P001.0012			UNITED-DEF-0003578	Page not subject to motion
P001	P001.0013			UNITED-DEF-0003579	Page not subject to motion
P001	P001.0014			UNITED-DEF-0003580	Page not subject to motion
P001	P001.0015			UNITED-DEF-0003581	Page not subject to motion
P001	P001.0016			UNITED-DEF-0003582	Page not subject to motion
P001	P001.0017			UNITED-DEF-0003583	Page not subject to motion
P001	P001.0018			UNITED-DEF-0003584	Denied in full
P001	P001.0019			UNITED-DEF-0003585	Granted
P001	P001.0020			UNITED-DEF-0003586	Granted
P001	P001.0021			UNITED-DEF-0003587	Granted
P001	P001.0022			UNITED-DEF-0003588	Granted
P001	P001.0023			UNITED-DEF-0003589	Granted
P001	P001.0024			UNITED-DEF-0003590	Granted
P001	P001.0025			UNITED-DEF-0003591	Granted
P001	P001.0026			UNITED-DEF-0003592	Motion Denied, except with respect to certain sensitive financial figures.
P001	P001.0027			UNITED-DEF-0003593	Motion Denied, except with respect to certain sensitive financial figures.
P001	P001.0028			UNITED-DEF-0003594	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P001	P001.0029			UNITED-DEF-0003595	Page not subject to motion
P001	P001.0030			UNITED-DEF-0003596	Page not subject to motion
P003	P003.0001	DEF000722R	DEF000787R	DEF000722R	Page not subject to motion
P003	P003.0002			DEF000723R	Granted
P003	P003.0003			DEF000724R	Granted
P003	P003.0004			DEF000725R	Page not subject to motion
P003	P003.0005			DEF000726R	Granted
P003	P003.0006			DEF000727R	Page not subject to motion
P003	P003.0007			DEF000728R	Page not subject to motion
P003	P003.0008			DEF000729R	Page not subject to motion
P003	P003.0009			DEF000730R	Granted
P003	P003.0010			DEF000731R	Granted
P003	P003.0011			DEF000732R	Granted
P003	P003.0012			DEF000733R	Granted
P003	P003.0013			DEF000734R	Page not subject to motion
P003	P003.0014			DEF000735R	Page not subject to motion
P003	P003.0015			DEF000736R	Granted
P003	P003.0016			DEF000737R	Granted
P003	P003.0017			DEF000738R	Granted
P003	P003.0018			DEF000739R	Granted
P003	P003.0019			DEF000740R	Page not subject to motion
P003	P003.0020			DEF000741R	Page not subject to motion
P003	P003.0021			DEF000742R	Granted
P003	P003.0022			DEF000743R	Granted
P003	P003.0023			DEF000744R	Page not subject to motion
P003	P003.0024			DEF000745R	Granted
P003	P003.0025			DEF000746R	Page not subject to motion
P003	P003.0026			DEF000747R	Page not subject to motion
P003	P003.0027			DEF000748R	Granted
P003	P003.0028			DEF000749R	Granted
P003	P003.0029			DEF000750R	Granted
P003	P003.0030			DEF000751R	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P003	P003.0031			DEF000752R	Granted
P003	P003.0032			DEF000753R	Page not subject to motion
P003	P003.0033			DEF000754R	Granted
P003	P003.0034			DEF000755R	Granted
P003	P003.0035			DEF000756R	Page not subject to motion
P003	P003.0036			DEF000757R	Page not subject to motion
P003	P003.0037			DEF000758R	Page not subject to motion
P003	P003.0038			DEF000759R	Page not subject to motion
P003	P003.0039			DEF000760R	Page not subject to motion
P003	P003.0040			DEF000761R	Page not subject to motion
P003	P003.0041			DEF000762R	Page not subject to motion
P003	P003.0042			DEF000763R	Page not subject to motion
P003	P003.0043			DEF000764R	Granted
P003	P003.0044			DEF000765R	Granted
P003	P003.0045			DEF000766R	Granted
P003	P003.0046			DEF000767R	Page not subject to motion
P003	P003.0047			DEF000768R	Motion Denied, except with respect to certain key contractual provisions relating to fee negotiation.
P003	P003.0048			DEF000769R	Granted
P003	P003.0049			DEF000770R	Page not subject to motion
P003	P003.0050			DEF000771R	Page not subject to motion
P003	P003.0051			DEF000772R	Page not subject to motion
P003	P003.0052			DEF000773R	Page not subject to motion
P003	P003.0053			DEF000774R	Granted
P003	P003.0054			DEF000775R	Page not subject to motion
P003	P003.0055			DEF000776R	Granted
P003	P003.0056			DEF000777R	Granted
P003	P003.0057			DEF000778R	Granted
P003	P003.0058			DEF000779R	Granted
P003	P003.0059			DEF000780R	Granted
P003	P003.0060			DEF000781R	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P003	P003.0061			DEF000782R	Granted
P003	P003.0062			DEF000783R	Granted
P003	P003.0063			DEF000784R	Granted
P003	P003.0064			DEF000785R	Granted
P003	P003.0065			DEF000786R	Granted
P003	P003.0066			DEF000787R	Granted
P005	P005.0001	DEF480237	DEF480248	DEF480237	Page not subject to motion
P005	P005.0002			DEF480238	Denied in full
P005	P005.0003			DEF480239	Page not subject to motion
P005	P005.0004			DEF480240	Page not subject to motion
P005	P005.0005			DEF480241	Granted
P005	P005.0006			DEF480242	Granted
P005	P005.0007			DEF480243	Granted
P005	P005.0008			DEF480244	Granted
P005	P005.0009			DEF480245	Denied in full
P005	P005.0010			DEF480246	Page not subject to motion
P005	P005.0011			DEF480247	Page not subject to motion
P005	P005.0012			DEF480248	Page not subject to motion
P008	P008.0001	DEF001388	DEF001521	DEF001388	Page not subject to motion
P008	P008.0002			DEF001389	Page not subject to motion
P008	P008.0003			DEF001390	Page not subject to motion
P008	P008.0004			DEF001391	Granted
P008	P008.0005			DEF001392	Page not subject to motion
P008	P008.0006			DEF001393	Page not subject to motion
P008	P008.0007			DEF001394	Granted
P008	P008.0008			DEF001395	Granted
P008	P008.0009			DEF001396	Granted
P008	P008.0010			DEF001397	Granted
P008	P008.0011			DEF001398	Granted
P008	P008.0012			DEF001399	Granted
P008	P008.0013			DEF001400	Granted
P008	P008.0014			DEF001401	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P008	P008.0015			DEF001402	Granted
P008	P008.0016			DEF001403	Granted
P008	P008.0017			DEF001404	Granted
P008	P008.0018			DEF001405	Granted
P008	P008.0019			DEF001406	Granted
P008	P008.0020			DEF001407	Granted
P008	P008.0021			DEF001408	Granted
P008	P008.0022			DEF001409	Page not subject to motion
P008	P008.0023			DEF001410	Granted
P008	P008.0024			DEF001411	Granted
P008	P008.0025			DEF001412	Granted
P008	P008.0026			DEF001413	Granted
P008	P008.0027			DEF001414	Granted
P008	P008.0028			DEF001415	Page not subject to motion
P008	P008.0029			DEF001416	Page not subject to motion
P008	P008.0030			DEF001417	Page not subject to motion
P008	P008.0031			DEF001418	Page not subject to motion
P008	P008.0032			DEF001419	Page not subject to motion
P008	P008.0033			DEF001420	Page not subject to motion
P008	P008.0034			DEF001421	Granted
P008	P008.0035			DEF001422	Page not subject to motion
P008	P008.0036			DEF001423	Page not subject to motion
P008	P008.0037			DEF001424	Page not subject to motion
P008	P008.0038			DEF001425	Page not subject to motion
P008	P008.0039			DEF001426	Granted
P008	P008.0040			DEF001427	Granted
P008	P008.0041			DEF001428	Granted
P008	P008.0042			DEF001429	Granted
P008	P008.0043			DEF001430	Motion Denied, except with respect to benchmarking rates and/or percentages.
P008	P008.0044			DEF001431	Motion Denied, except with respect to benchmarking rates and/or percentages.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P008	P008.0045			DEF001432	Motion Denied, except with respect to benchmarking rates and/or percentages.
P008	P008.0046			DEF001433	Motion Denied, except with respect to benchmarking rates and/or percentages.
P008	P008.0047			DEF001434	Granted
P008	P008.0048			DEF001435	Granted
P008	P008.0049			DEF001436	Page not subject to motion
P008	P008.0050			DEF001437	Granted
P008	P008.0051			DEF001438	Page not subject to motion
P008	P008.0052			DEF001439	Page not subject to motion
P008	P008.0053			DEF001440	Page not subject to motion
P008	P008.0054			DEF001441	Page not subject to motion
P008	P008.0055			DEF001442	Granted
P008	P008.0056			DEF001443	Page not subject to motion
P008	P008.0057			DEF001444	Page not subject to motion
P008	P008.0058			DEF001445	Page not subject to motion
P008	P008.0059			DEF001446	Granted
P008	P008.0060			DEF001447	Granted
P008	P008.0061			DEF001448	Granted
P008	P008.0062			DEF001449	Granted
P008	P008.0063			DEF001450	Page not subject to motion
P008	P008.0064			DEF001451	Page not subject to motion
P008	P008.0065			DEF001452	Page not subject to motion
P008	P008.0066			DEF001453	Granted
P008	P008.0067			DEF001454	Granted
P008	P008.0068			DEF001455	Granted
P008	P008.0069			DEF001456	Page not subject to motion
P008	P008.0070			DEF001457	Page not subject to motion
P008	P008.0071			DEF001458	Granted
P008	P008.0072			DEF001459	Page not subject to motion
P008	P008.0073			DEF001460	Page not subject to motion
P008	P008.0074			DEF001461	Page not subject to motion

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P008	P008.0075			DEF001462	Page not subject to motion
P008	P008.0076			DEF001463	Granted
P008	P008.0077			DEF001464	Granted
P008	P008.0078			DEF001465	Granted
P008	P008.0079			DEF001466	Granted
P008	P008.0080			DEF001467	Granted
P008	P008.0081			DEF001468	Granted
P008	P008.0082			DEF001469	Page not subject to motion
P008	P008.0083			DEF001470	Granted
P008	P008.0084			DEF001471	Granted
P008	P008.0085			DEF001472	Page not subject to motion
P008	P008.0086			DEF001473	Page not subject to motion
P008	P008.0087			DEF001474	Page not subject to motion
P008	P008.0088			DEF001475	Page not subject to motion
P008	P008.0089			DEF001476	Page not subject to motion
P008	P008.0090			DEF001477	Page not subject to motion
P008	P008.0091			DEF001478	Page not subject to motion
P008	P008.0092			DEF001479	Page not subject to motion
P008	P008.0093			DEF001480	Granted
P008	P008.0094			DEF001481	Granted
P008	P008.0095			DEF001482	Granted
P008	P008.0096			DEF001483	Page not subject to motion
P008	P008.0097			DEF001484	Granted
P008	P008.0098			DEF001485	Granted
P008	P008.0099			DEF001486	Page not subject to motion
P008	P008.0100			DEF001487	Page not subject to motion
P008	P008.0101			DEF001488	Page not subject to motion
P008	P008.0102			DEF001489	Page not subject to motion
P008	P008.0103			DEF001490	Granted
P008	P008.0104			DEF001491	Page not subject to motion
P008	P008.0105			DEF001492	Granted
P008	P008.0106			DEF001493	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P008	P008.0107			DEF001494	Granted
P008	P008.0108			DEF001495	Granted
P008	P008.0109			DEF001496	Granted
P008	P008.0110			DEF001497	Granted
P008	P008.0111			DEF001498	Granted
P008	P008.0112			DEF001499	Granted
P008	P008.0113			DEF001500	Granted
P008	P008.0114			DEF001501	Granted
P008	P008.0115			DEF001502	Granted
P008	P008.0116			DEF001503	Granted
P008	P008.0117			DEF001504	Page not subject to motion
P008	P008.0118			DEF001505	Page not subject to motion
P008	P008.0119			DEF001506	Granted
P008	P008.0120			DEF001507	Granted
P008	P008.0121			DEF001508	Granted
P008	P008.0122			DEF001509	Granted
P008	P008.0123			DEF001510	Granted
P008	P008.0124			DEF001511	Granted
P008	P008.0125			DEF001512	Granted
P008	P008.0126			DEF001513	Granted
P008	P008.0127			DEF001514	Granted
P008	P008.0128			DEF001515	Page not subject to motion
P008	P008.0129			DEF001516	Granted
P008	P008.0130			DEF001517	Granted
P008	P008.0131			DEF001518	Granted
P008	P008.0132			DEF001519	Granted
P008	P008.0133			DEF001520	Granted
P008	P008.0134			DEF001521	Granted
P010	P010.0001	UNITED-DEF-0003716	UNITED-DEF-0003837	Trial exhibit cover page	Page not subject to motion
P010	P010.0002			UNITED-DEF-0003716	Granted
P010	P010.0003			UNITED-DEF-0003717	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P010	P010.0004			UNITED-DEF-0003718	Page not subject to motion
P010	P010.0005			UNITED-DEF-0003719	Granted
P010	P010.0006			UNITED-DEF-0003720	Granted
P010	P010.0007			UNITED-DEF-0003721	Granted
P010	P010.0008			UNITED-DEF-0003722	Granted
P010	P010.0009			UNITED-DEF-0003723	Granted
P010	P010.0010			UNITED-DEF-0003724	Granted
P010	P010.0011			UNITED-DEF-0003725	Granted
P010	P010.0012			UNITED-DEF-0003726	Granted
P010	P010.0013			UNITED-DEF-0003727	Granted
P010	P010.0014			UNITED-DEF-0003728	Granted
P010	P010.0015			UNITED-DEF-0003729	Granted
P010	P010.0016			UNITED-DEF-0003730	Granted
P010	P010.0017			UNITED-DEF-0003731	Granted
P010	P010.0018			UNITED-DEF-0003732	Granted
P010	P010.0019			UNITED-DEF-0003733	Granted
P010	P010.0020			UNITED-DEF-0003734	Granted
P010	P010.0021			UNITED-DEF-0003735	Granted
P010	P010.0022			UNITED-DEF-0003736	Granted
P010	P010.0023			UNITED-DEF-0003737	Granted
P010	P010.0024			UNITED-DEF-0003738	Granted
P010	P010.0025			UNITED-DEF-0003739	Granted
P010	P010.0026			UNITED-DEF-0003740	Granted
P010	P010.0027			UNITED-DEF-0003741	Granted
P010	P010.0028			UNITED-DEF-0003742	Granted
P010	P010.0029			UNITED-DEF-0003743	Granted
P010	P010.0030			UNITED-DEF-0003744	Granted
P010	P010.0031			UNITED-DEF-0003745	Granted
P010	P010.0032			UNITED-DEF-0003746	Granted
P010	P010.0033			UNITED-DEF-0003747	Granted
P010	P010.0034			UNITED-DEF-0003748	Granted
P010	P010.0035			UNITED-DEF-0003749	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P010	P010.0036			UNITED-DEF-0003750	Granted
P010	P010.0037			UNITED-DEF-0003751	Granted
P010	P010.0038			UNITED-DEF-0003752	Granted
P010	P010.0039			UNITED-DEF-0003753	Granted
P010	P010.0040			UNITED-DEF-0003754	Granted
P010	P010.0041			UNITED-DEF-0003755	Granted
P010	P010.0042			UNITED-DEF-0003756	Granted
P010	P010.0043			UNITED-DEF-0003757	Granted
P010	P010.0044			UNITED-DEF-0003758	Granted
P010	P010.0045			UNITED-DEF-0003759	Granted
P010	P010.0046			UNITED-DEF-0003760	Granted
P010	P010.0047			UNITED-DEF-0003761	Granted
P010	P010.0048			UNITED-DEF-0003762	Granted
P010	P010.0049			UNITED-DEF-0003763	Granted
P010	P010.0050			UNITED-DEF-0003764	Granted
P010	P010.0051			UNITED-DEF-0003765	Granted
P010	P010.0052			UNITED-DEF-0003766	Granted
P010	P010.0053			UNITED-DEF-0003767	Granted
P010	P010.0054			UNITED-DEF-0003768	Granted
P010	P010.0055			UNITED-DEF-0003769	Granted
P010	P010.0056			UNITED-DEF-0003770	Page not subject to motion
P010	P010.0057			UNITED-DEF-0003771	Granted
P010	P010.0058			UNITED-DEF-0003772	Granted
P010	P010.0059			UNITED-DEF-0003773	Granted
P010	P010.0060			UNITED-DEF-0003774	Granted
P010	P010.0061			UNITED-DEF-0003775	Granted
P010	P010.0062			UNITED-DEF-0003776	Page not subject to motion
P010	P010.0063			UNITED-DEF-0003777	Granted
P010	P010.0064			UNITED-DEF-0003778	Granted
P010	P010.0065			UNITED-DEF-0003779	Granted
P010	P010.0066			UNITED-DEF-0003780	Granted
P010	P010.0067			UNITED-DEF-0003781	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P010	P010.0068			UNITED-DEF-0003782	Granted
P010	P010.0069			UNITED-DEF-0003783	Granted
P010	P010.0070			UNITED-DEF-0003784	Granted
P010	P010.0071			UNITED-DEF-0003785	Granted
P010	P010.0072			UNITED-DEF-0003786	Granted
P010	P010.0073			UNITED-DEF-0003787	Granted
P010	P010.0074			UNITED-DEF-0003788	Granted
P010	P010.0075			UNITED-DEF-0003789	Granted
P010	P010.0076			UNITED-DEF-0003790	Granted
P010	P010.0077			UNITED-DEF-0003791	Granted
P010	P010.0078			UNITED-DEF-0003792	Granted
P010	P010.0079			UNITED-DEF-0003793	Granted
P010	P010.0080			UNITED-DEF-0003794	Granted
P010	P010.0081			UNITED-DEF-0003795	Granted
P010	P010.0082			UNITED-DEF-0003796	Granted
P010	P010.0083			UNITED-DEF-0003797	Granted
P010	P010.0084			UNITED-DEF-0003798	Granted
P010	P010.0085			UNITED-DEF-0003799	Granted
P010	P010.0086			UNITED-DEF-0003800	Page not subject to motion
P010	P010.0087			UNITED-DEF-0003801	Page not subject to motion
P010	P010.0088			UNITED-DEF-0003802	Granted
P010	P010.0089			UNITED-DEF-0003803	Granted
P010	P010.0090			UNITED-DEF-0003804	Granted
P010	P010.0091			UNITED-DEF-0003805	Page not subject to motion
P010	P010.0092			UNITED-DEF-0003806	Granted
P010	P010.0093			UNITED-DEF-0003807	Granted
P010	P010.0094			UNITED-DEF-0003808	Granted
P010	P010.0095			UNITED-DEF-0003809	Granted
P010	P010.0096			UNITED-DEF-0003810	Granted
P010	P010.0097			UNITED-DEF-0003811	Granted
P010	P010.0098			UNITED-DEF-0003812	Granted
P010	P010.0099			UNITED-DEF-0003813	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P010	P010.0100			UNITED-DEF-0003814	Granted
P010	P010.0101			UNITED-DEF-0003815	Granted
P010	P010.0102			UNITED-DEF-0003816	Granted
P010	P010.0103			UNITED-DEF-0003817	Granted
P010	P010.0104			UNITED-DEF-0003818	Granted
P010	P010.0105			UNITED-DEF-0003819	Granted
P010	P010.0106			UNITED-DEF-0003820	Granted
P010	P010.0107			UNITED-DEF-0003821	Granted
P010	P010.0108			UNITED-DEF-0003822	Granted
P010	P010.0109			UNITED-DEF-0003823	Granted
P010	P010.0110			UNITED-DEF-0003824	Granted
P010	P010.0111			UNITED-DEF-0003825	Page not subject to motion
P010	P010.0112			UNITED-DEF-0003826	Granted
P010	P010.0113			UNITED-DEF-0003827	Granted
P010	P010.0114			UNITED-DEF-0003828	Granted
P010	P010.0115			UNITED-DEF-0003829	Granted
P010	P010.0116			UNITED-DEF-0003830	Granted
P010	P010.0117			UNITED-DEF-0003831	Granted
P010	P010.0118			UNITED-DEF-0003832	Granted
P010	P010.0119			UNITED-DEF-0003833	Granted
P010	P010.0120			UNITED-DEF-0003834	Granted
P010	P010.0121			UNITED-DEF-0003835	Granted
P010	P010.0122			UNITED-DEF-0003836	Granted
P010	P010.0123			UNITED-DEF-0003837	Granted
P016	P016.0001	DEF300122	DEF300122	DEF300122	Page not subject to motion
P016	P016.0002	Doc produced natively		DEF300122	Granted
P016	P016.0003			DEF300122	Page not subject to motion
P016	P016.0004			DEF300122	Page not subject to motion
P016	P016.0005			DEF300122	Page not subject to motion
P016	P016.0006			DEF300122	Granted
P016	P016.0007			DEF300122	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P016	P016.0008			DEF300122	Granted
P016	P016.0009			DEF300122	Page not subject to motion
P016	P016.0010			DEF300122	Page not subject to motion
P016	P016.0011			DEF300122	Granted
P016	P016.0012			DEF300122	Granted
P016	P016.0013			DEF300122	Granted
P016	P016.0014			DEF300122	Granted
P016	P016.0015			DEF300122	Granted
P016	P016.0016			DEF300122	Granted
P016	P016.0017			DEF300122	Granted
P016	P016.0018			DEF300122	Granted
P016	P016.0019			DEF300122	Granted
P022	P022.0001	DEF091241	DEF091246	DEF091241	Denied in full
P022	P022.0002			DEF091242	Page not subject to motion
P022	P022.0003			DEF091243	Page not subject to motion
P022	P022.0004			DEF091244	Page not subject to motion
P022	P022.0005			DEF091245	Page not subject to motion
P022	P022.0006			DEF091246	Page not subject to motion
P023	P023.0001	DEF299764	DEF299764	DEF299764	Page not subject to motion
P023	P023.0002	Doc produced natively		DEF299764	Page not subject to motion
P023	P023.0003			DEF299764	Granted
P023	P023.0004			DEF299764	Granted
P023	P023.0005			DEF299764	Granted
P023	P023.0006			DEF299764	Page not subject to motion
P023	P023.0007			DEF299764	Page not subject to motion
P023	P023.0008			DEF299764	Page not subject to motion
P023	P023.0009			DEF299764	Denied in full
P023	P023.0010			DEF299764	Motion Denied, except with respect to state or other geographic place names.
P023	P023.0011			DEF299764	Motion Denied, except with respect to state or other geographic place names; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P023	P023.0012			DEF299764	Motion Denied, except with respect to state or other geographic place names; provider names.
P023	P023.0013			DEF299764	Motion Denied, except with respect to state or other geographic place names.
P023	P023.0014			DEF299764	Page not subject to motion
P023	P023.0015			DEF299764	Page not subject to motion
P023	P023.0016			DEF299764	Page not subject to motion
P023	P023.0017			DEF299764	Page not subject to motion
P023	P023.0018			DEF299764	Page not subject to motion
P025	P025.0001	DEF303983	DEF303983	DEF303983	Page not subject to motion
P025	P025.0002	Doc produced natively		DEF303983	Denied in full
P025	P025.0003			DEF303983	Motion Denied, except with respect to state or other geographic place names.
P026	P026.0001	DEF303259	DEF303267	DEF303259	Page not subject to motion
P026	P026.0002			DEF303260	Motion Denied, except with respect to state or other geographic place names.
P026	P026.0003			DEF303261	Page not subject to motion
P026	P026.0004			DEF303262	Page not subject to motion
P026	P026.0005			DEF303263	Page not subject to motion
P026	P026.0006			DEF303264	Denied in full
P026	P026.0007			DEF303265	Motion Denied, except with respect to state or other geographic place names.
P026	P026.0008			DEF303266	Denied in full
P026	P026.0009			DEF303267	Page not subject to motion
P034	P034.0001	DEF091315	DEF091324	DEF091315	Page not subject to motion
P034	P034.0002			DEF091316	Denied in full
P034	P034.0003			DEF091317	Page not subject to motion
P034	P034.0004			DEF091318	Page not subject to motion
P034	P034.0005			DEF091319	Page not subject to motion
P034	P034.0006			DEF091320	Denied in full
P034	P034.0007			DEF091321	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P034	P034.0008			DEF091322	Page not subject to motion
P034	P034.0009			DEF091323	Page not subject to motion
P034	P034.0010			DEF091324	Page not subject to motion
P053	P053.0001	DEF290949	DEF290960	DEF290949	Page not subject to motion
P053	P053.0002			DEF290950	Denied in full
P053	P053.0003			DEF290951	Denied in full
P053	P053.0004			DEF290952	Denied in full
P053	P053.0005			DEF290953	Page not subject to motion
P053	P053.0006			DEF290954	Denied in full
P053	P053.0007			DEF290955	Motion Denied, except with respect to state or other geographic place names.
P053	P053.0008			DEF290956	Denied in full
P053	P053.0009			DEF290957	Page not subject to motion
P053	P053.0010			DEF290958	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P053	P053.0011			DEF290959	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P053	P053.0012			DEF290960	Page not subject to motion
P066	P066.0001	DEF328860	DEF328891	DEF328860	Page not subject to motion
P066	P066.0002			DEF328861	Denied in full because page was published to Jury.
P066	P066.0003			DEF328862	Denied in full
P066	P066.0004			DEF328863	Denied in full
P066	P066.0005			DEF328864	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P066	P066.0006			DEF328865	Motion Denied, except with respect to certain sensitive financial figures; benchmarking rates and/or percentages.
P066	P066.0007			DEF328866	Granted
P066	P066.0008			DEF328867	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P066	P066.0009			DEF328868	Denied in full
P066	P066.0010			DEF328869	Granted
P066	P066.0011			DEF328870	Granted
P066	P066.0012			DEF328871	Granted
P066	P066.0013			DEF328872	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures; forward-looking market analysis.
P066	P066.0014			DEF328873	Denied in full
P066	P066.0015			DEF328874	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; mergers & acquisitions targets.
P066	P066.0016			DEF328875	Granted
P066	P066.0017			DEF328876	Granted
P066	P066.0018			DEF328877	Motion Denied, except with respect to certain sensitive financial figures; forward-looking financial projections and/or analysis; forward-looking market analysis.
P066	P066.0019			DEF328878	Granted
P066	P066.0020			DEF328879	Granted
P066	P066.0021			DEF328880	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P066	P066.0022			DEF328881	Motion Denied, except with respect to certain sensitive financial figures.
P066	P066.0023			DEF328882	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures; forward-looking financial projections and/or analysis.
P066	P066.0024			DEF328883	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P066	P066.0025			DEF328884	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P066	P066.0026			DEF328885	Motion Denied, except with respect to state or other geographic place names.
P066	P066.0027			DEF328886	Motion Denied, except with respect to certain sensitive financial figures.
P066	P066.0028			DEF328887	Motion Denied, except with respect to state or other geographic place names.
P066	P066.0029			DEF328888	Motion Denied, except with respect to state or other geographic place names.
P066	P066.0030			DEF328889	Motion Denied, except with respect to certain sensitive financial figures.
P066	P066.0031			DEF328890	Motion Denied, except with respect to certain sensitive financial figures.
P066	P066.0032			DEF328891	Motion Denied, except with respect to certain sensitive financial figures.
P067	P067.0001	DEF303119	DEF303137	DEF303119	Page not subject to motion
P067	P067.0002			DEF303120	Granted
P067	P067.0003			DEF303121	Denied in full
P067	P067.0004			DEF303122	Motion Denied, except with respect to United customer names.
P067	P067.0005			DEF303123	Granted
P067	P067.0006			DEF303124	Denied in full
P067	P067.0007			DEF303125	Page not subject to motion
P067	P067.0008			DEF303126	Granted
P067	P067.0009			DEF303127	Page not subject to motion
P067	P067.0010			DEF303128	Page not subject to motion
P067	P067.0011			DEF303129	Page not subject to motion
P067	P067.0012			DEF303130	Page not subject to motion
P067	P067.0013			DEF303131	Page not subject to motion
P067	P067.0014			DEF303132	Page not subject to motion
P067	P067.0015			DEF303133	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P067	P067.0016			DEF303134	Page not subject to motion
P067	P067.0017			DEF303135	Granted
P067	P067.0018			DEF303136	Page not subject to motion
P067	P067.0019			DEF303137	Page not subject to motion
P071	P071.0001	UNITED-DEF-0003646	UNITED-DEF-0003661	UNITED-DEF-0003646	Granted
P071	P071.0002			UNITED-DEF-0003647	Page not subject to motion
P071	P071.0003			UNITED-DEF-0003648	Page not subject to motion
P071	P071.0004			UNITED-DEF-0003649	Granted
P071	P071.0005			UNITED-DEF-0003650	Granted
P071	P071.0006			UNITED-DEF-0003651	Motion Denied, except with respect to benchmarking rates and/or percentages.
P071	P071.0007			UNITED-DEF-0003652	Granted
P071	P071.0008			UNITED-DEF-0003653	Granted
P071	P071.0009			UNITED-DEF-0003654	Granted
P071	P071.0010			UNITED-DEF-0003655	Granted
P071	P071.0011			UNITED-DEF-0003656	Granted
P071	P071.0012			UNITED-DEF-0003657	Granted
P071	P071.0013			UNITED-DEF-0003658	Granted
P071	P071.0014			UNITED-DEF-0003659	Granted
P071	P071.0015			UNITED-DEF-0003660	Granted
P071	P071.0016			UNITED-DEF-0003661	Granted
P073	P073.0001	DEF098418	DEF098426	DEF098418	Page not subject to motion
P073	P073.0002			DEF098419	Motion Denied, except with respect to state or other geographic place names.
P073	P073.0003			DEF098420	Denied in full
P073	P073.0004			DEF098421	Motion Denied, except with respect to state or other geographic place names.
P073	P073.0005			DEF098422	Denied in full
P073	P073.0006			DEF098423	Page not subject to motion
P073	P073.0007			DEF098424	Page not subject to motion
P073	P073.0008			DEF098425	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P073	P073.0009			DEF098426	Page not subject to motion
P075	P075.0001	UNITED-DEF-0000327	UNITED-DEF-0000339	UNITED-DEF-0000327	Granted
P075	P075.0002			UNITED-DEF-0000328	Granted
P075	P075.0003			UNITED-DEF-0000329	Motion Denied, except with respect to benchmarking rates and/or percentages.
P075	P075.0004			UNITED-DEF-0000330	Granted
P075	P075.0005			UNITED-DEF-0000331	Granted
P075	P075.0006			UNITED-DEF-0000332	Granted
P075	P075.0007			UNITED-DEF-0000333	Granted
P075	P075.0008			UNITED-DEF-0000334	Granted
P075	P075.0009			UNITED-DEF-0000335	Granted
P075	P075.0010			UNITED-DEF-0000336	Granted
P075	P075.0011			UNITED-DEF-0000337	Granted
P075	P075.0012			UNITED-DEF-0000338	Granted
P075	P075.0013			UNITED-DEF-0000339	Granted
P076	P076.0001	DEF417416	DEF417439	DEF417416	Page not subject to motion
P076	P076.0002			DEF417417	Page not subject to motion
P076	P076.0003			DEF417418	Denied in full
P076	P076.0004			DEF417419	Page not subject to motion
P076	P076.0005			DEF417420	Denied in full
P076	P076.0006			DEF417421	Granted
P076	P076.0007			DEF417422	Denied in full
P076	P076.0008			DEF417423	Denied in full
P076	P076.0009			DEF417424	Denied in full
P076	P076.0010			DEF417425	Denied in full
P076	P076.0011			DEF417426	Motion Denied, except with respect to state or other geographic place names.
P076	P076.0012			DEF417427	Denied in full
P076	P076.0013			DEF417428	Motion Denied, except with respect to United customer names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P076	P076.0014			DEF417429	Motion Denied, except with respect to state or other geographic place names.
P076	P076.0015			DEF417430	Page not subject to motion
P076	P076.0016			DEF417431	Page not subject to motion
P076	P076.0017			DEF417432	Page not subject to motion
P076	P076.0018			DEF417433	Page not subject to motion
P076	P076.0019			DEF417434	Page not subject to motion
P076	P076.0020			DEF417435	Denied in full
P076	P076.0021			DEF417436	Page not subject to motion
P076	P076.0022			DEF417437	Denied in full
P076	P076.0023			DEF417438	Page not subject to motion
P076	P076.0024			DEF417439	Page not subject to motion
P089	P089.0001	DEF330160	DEF330303	Trial exhibit cover page	Page not subject to motion
P089	P089.0002			DEF330160	Page not subject to motion
P089	P089.0003			DEF330161	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0004			DEF330162	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0005			DEF330163	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0006			DEF330164	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0007			DEF330165	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0008			DEF330166	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0009			DEF330167	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0010			DEF330168	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0011			DEF330169	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0012			DEF330170	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0013			DEF330171	Motion Denied, except with respect to state or other geographic place names; United customer names; provider names.
P089	P089.0014			DEF330172	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0015			DEF330173	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0016			DEF330174	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0017			DEF330175	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0018			DEF330176	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0019			DEF330177	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0020			DEF330178	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0021			DEF330179	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.
P089	P089.0022			DEF330180	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0023			DEF330181	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0024			DEF330182	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0025			DEF330183	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0026			DEF330184	Granted
P089	P089.0027			DEF330185	Granted
P089	P089.0028			DEF330186	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0029			DEF330187	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0030			DEF330188	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0031			DEF330189	Motion Denied, except with respect to state or other geographic place names; United customer names; provider names.
P089	P089.0032			DEF330190	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.
P089	P089.0033			DEF330191	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0034			DEF330192	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0035			DEF330193	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0036			DEF330194	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0037			DEF330195	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0038			DEF330196	Motion Denied, except with respect to provider names.
P089	P089.0039			DEF330197	Motion Denied, except with respect to state or other geographic place names; mergers & acquisitions targets; provider names.
P089	P089.0040			DEF330198	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0041			DEF330199	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0042			DEF330200	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0043			DEF330201	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0044			DEF330202	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0045			DEF330203	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0046			DEF330204	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.
P089	P089.0047			DEF330205	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0048			DEF330206	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0049			DEF330207	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.
P089	P089.0050			DEF330208	Granted
P089	P089.0051			DEF330209	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0052			DEF330210	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0053			DEF330211	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0054			DEF330212	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0055			DEF330213	Granted
P089	P089.0056			DEF330214	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0057			DEF330215	Denied in full
P089	P089.0058			DEF330216	Denied in full because page was published to Jury.
P089	P089.0059			DEF330217	Motion Denied, except with respect to provider names.
P089	P089.0060			DEF330218	Denied in full
P089	P089.0061			DEF330219	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0062			DEF330220	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0063			DEF330221	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0064			DEF330222	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0065			DEF330223	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0066			DEF330224	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P089	P089.0067			DEF330225	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0068			DEF330226	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0069			DEF330227	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0070			DEF330228	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0071			DEF330229	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0072			DEF330230	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0073			DEF330231	Denied in full
P089	P089.0074			DEF330232	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0075			DEF330233	Motion Denied, except with respect to provider names.
P089	P089.0076			DEF330234	Denied in full
P089	P089.0077			DEF330235	Motion Denied, except with respect to state or other geographic place names; United customer names; provider names.
P089	P089.0078			DEF330236	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0079			DEF330237	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0080			DEF330238	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0081			DEF330239	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0082			DEF330240	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0083			DEF330241	Denied in full
P089	P089.0084			DEF330242	Denied in full
P089	P089.0085			DEF330243	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0086			DEF330244	Motion Denied, except with respect to state or other geographic place names; United customer names.
P089	P089.0087			DEF330245	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0088			DEF330246	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis.
P089	P089.0089			DEF330247	Denied in full
P089	P089.0090			DEF330248	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0091			DEF330249	Motion Denied, except with respect to state or other geographic place names; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0092			DEF330250	Denied in full
P089	P089.0093			DEF330251	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0094			DEF330252	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0095			DEF330253	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0096			DEF330254	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0097			DEF330255	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0098			DEF330256	Granted
P089	P089.0099			DEF330257	Granted
P089	P089.0100			DEF330258	Granted
P089	P089.0101			DEF330259	Granted
P089	P089.0102			DEF330260	Granted
P089	P089.0103			DEF330261	Granted
P089	P089.0104			DEF330262	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0105			DEF330263	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0106			DEF330264	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0107			DEF330265	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0108			DEF330266	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0109			DEF330267	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; provider names.
P089	P089.0110			DEF330268	Granted
P089	P089.0111			DEF330269	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P089	P089.0112			DEF330270	Motion Denied, except with respect to forward-looking market analysis; provider names.
P089	P089.0113			DEF330271	Denied in full
P089	P089.0114			DEF330272	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P089	P089.0115			DEF330273	Granted
P089	P089.0116			DEF330274	Granted
P089	P089.0117			DEF330275	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0118			DEF330276	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0119			DEF330277	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0120			DEF330278	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0121			DEF330279	Denied in full
P089	P089.0122			DEF330280	Granted
P089	P089.0123			DEF330281	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0124			DEF330282	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures; provider names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P089	P089.0125			DEF330283	Granted
P089	P089.0126			DEF330284	Granted
P089	P089.0127			DEF330285	Denied in full
P089	P089.0128			DEF330286	Motion Denied, except with respect to forward-looking market analysis; provider names.
P089	P089.0129			DEF330287	Granted
P089	P089.0130			DEF330288	Motion Denied, except with respect to forward-looking market analysis.
P089	P089.0131			DEF330289	Motion Denied, except with respect to provider names.
P089	P089.0132			DEF330290	Granted
P089	P089.0133			DEF330291	Motion Denied, except with respect to provider names.
P089	P089.0134			DEF330292	Granted
P089	P089.0135			DEF330293	Granted
P089	P089.0136			DEF330294	Motion Denied, except with respect to forward-looking market analysis.
P089	P089.0137			DEF330295	Granted
P089	P089.0138			DEF330296	Granted
P089	P089.0139			DEF330297	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0140			DEF330298	Motion Denied, except with respect to state or other geographic place names; provider names.
P089	P089.0141			DEF330299	Granted
P089	P089.0142			DEF330300	Motion Denied, except with respect to state or other geographic place names.
P089	P089.0143			DEF330301	Granted
P089	P089.0144			DEF330302	Granted
P089	P089.0145			DEF330303	Granted
P092	P092.0001	DEF437549	DEF437574	DEF437549	Page not subject to motion
P092	P092.0002			DEF437550	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P092	P092.0003			DEF437551	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P092	P092.0004			DEF437552	Motion Denied, except with respect to benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
P092	P092.0005			DEF437553	Granted
P092	P092.0006			DEF437554	Granted
P092	P092.0007			DEF437555	Granted
P092	P092.0008			DEF437556	Page not subject to motion
P092	P092.0009			DEF437557	Denied in full
P092	P092.0010			DEF437558	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P092	P092.0011			DEF437559	Page not subject to motion
P092	P092.0012			DEF437560	Page not subject to motion
P092	P092.0013			DEF437561	Page not subject to motion
P092	P092.0014			DEF437562	Page not subject to motion
P092	P092.0015			DEF437563	Page not subject to motion
P092	P092.0016			DEF437564	Granted
P092	P092.0017			DEF437565	Page not subject to motion
P092	P092.0018			DEF437566	Granted
P092	P092.0019			DEF437567	Page not subject to motion
P092	P092.0020			DEF437568	Page not subject to motion
P092	P092.0021			DEF437569	Page not subject to motion
P092	P092.0022			DEF437570	Granted
P092	P092.0023			DEF437571	Page not subject to motion
P092	P092.0024			DEF437572	Granted
P092	P092.0025			DEF437573	Page not subject to motion
P092	P092.0026			DEF437574	Page not subject to motion
P094	P094.0001	DEF103756	DEF103769	DEF103756	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P094	P094.0002			DEF103757	Page not subject to motion
P094	P094.0003			DEF103758	Motion Denied, except with respect to forward-looking financial projections and/or analysis; forward-looking market analysis.
P094	P094.0004			DEF103759	Denied in full
P094	P094.0005			DEF103760	Motion Denied, except with respect to benchmarking rates and/or percentages.
P094	P094.0006			DEF103761	Denied in full
P094	P094.0007			DEF103762	Page not subject to motion
P094	P094.0008			DEF103763	Page not subject to motion
P094	P094.0009			DEF103764	Motion Denied, except with respect to state or other geographic place names.
P094	P094.0010			DEF103765	Motion Denied, except with respect to benchmarking rates and/or percentages.
P094	P094.0011			DEF103766	Page not subject to motion
P094	P094.0012			DEF103767	Page not subject to motion
P094	P094.0013			DEF103768	Page not subject to motion
P094	P094.0014			DEF103769	Page not subject to motion
P096	P096.0001	DEF097928	DEF097928	DEF097928	Denied in full
P096	P096.0002	DEF097929	DEF097929	DEF097929	Page not subject to motion
P096	P096.0003	Doc produced natively		DEF097929	Denied in full
P096	P096.0004			DEF097929	Page not subject to motion
P096	P096.0005	Metadata summary		DEF097929	Page not subject to motion
P127	P127.0001	UNITED-DEF-0003662	UNITED-DEF-0003667	UNITED-DEF-0003662	Granted
P127	P127.0002			UNITED-DEF-0003663	Granted
P127	P127.0003			UNITED-DEF-0003664	Page not subject to motion
P127	P127.0004			UNITED-DEF-0003665	Page not subject to motion
P127	P127.0005			UNITED-DEF-0003666	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P127	P127.0006			UNITED-DEF-0003667	Motion Denied, except with respect to benchmarking rates and/or percentages.
P132	P132.0001	DEF458941	DEF458954	DEF458941	Page not subject to motion
P132	P132.0002			DEF458942	Page not subject to motion
P132	P132.0003			DEF458943	Denied in full
P132	P132.0004			DEF458944	Denied in full
P132	P132.0005			DEF458945	Denied in full
P132	P132.0006			DEF458946	Denied in full
P132	P132.0007			DEF458947	Page not subject to motion
P132	P132.0008			DEF458948	Page not subject to motion
P132	P132.0009			DEF458949	Motion Denied, except with respect to state or other geographic place names.
P132	P132.0010			DEF458950	Denied in full
P132	P132.0011			DEF458951	Page not subject to motion
P132	P132.0012			DEF458952	Page not subject to motion
P132	P132.0013			DEF458953	Page not subject to motion
P132	P132.0014			DEF458954	Page not subject to motion
P144	P144.0001	DEF306721	DEF306732	DEF306721	Page not subject to motion
P144	P144.0002			DEF306722	Granted
P144	P144.0003			DEF306723	Page not subject to motion
P144	P144.0004			DEF306724	Page not subject to motion
P144	P144.0005			DEF306725	Page not subject to motion
P144	P144.0006			DEF306726	Granted
P144	P144.0007			DEF306727	Page not subject to motion
P144	P144.0008			DEF306728	Page not subject to motion
P144	P144.0009			DEF306729	Denied in full
P144	P144.0010			DEF306730	Denied in full
P144	P144.0011			DEF306731	Denied in full
P144	P144.0012			DEF306732	Page not subject to motion
P147	P147.0001	UNITED-DEF-0001302	UNITED-DEF-0001356	UNITED-DEF-0001302	Granted
P147	P147.0002			UNITED-DEF-0001303	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P147	P147.0003			UNITED-DEF-0001304	Page not subject to motion
P147	P147.0004			UNITED-DEF-0001305	Page not subject to motion
P147	P147.0005			UNITED-DEF-0001306	Page not subject to motion
P147	P147.0006			UNITED-DEF-0001307	Page not subject to motion
P147	P147.0007			UNITED-DEF-0001308	Page not subject to motion
P147	P147.0008			UNITED-DEF-0001309	Page not subject to motion
P147	P147.0009			UNITED-DEF-0001310	Page not subject to motion
P147	P147.0010			UNITED-DEF-0001311	Page not subject to motion
P147	P147.0011			UNITED-DEF-0001312	Page not subject to motion
P147	P147.0012			UNITED-DEF-0001313	Page not subject to motion
P147	P147.0013			UNITED-DEF-0001314	Page not subject to motion
P147	P147.0014			UNITED-DEF-0001315	Page not subject to motion
P147	P147.0015			UNITED-DEF-0001316	Page not subject to motion
P147	P147.0016			UNITED-DEF-0001317	Page not subject to motion
P147	P147.0017			UNITED-DEF-0001318	Page not subject to motion
P147	P147.0018			UNITED-DEF-0001319	Page not subject to motion
P147	P147.0019			UNITED-DEF-0001320	Page not subject to motion
P147	P147.0020			UNITED-DEF-0001321	Page not subject to motion
P147	P147.0021			UNITED-DEF-0001322	Granted
P147	P147.0022			UNITED-DEF-0001323	Page not subject to motion
P147	P147.0023			UNITED-DEF-0001324	Denied in full
P147	P147.0024			UNITED-DEF-0001325	Motion Denied, except with respect to benchmarking rates and/or percentages.
P147	P147.0025			UNITED-DEF-0001326	Granted
P147	P147.0026			UNITED-DEF-0001327	Granted
P147	P147.0027			UNITED-DEF-0001328	Granted
P147	P147.0028			UNITED-DEF-0001329	Granted
P147	P147.0029			UNITED-DEF-0001330	Granted
P147	P147.0030			UNITED-DEF-0001331	Granted
P147	P147.0031			UNITED-DEF-0001332	Granted
P147	P147.0032			UNITED-DEF-0001333	Granted
P147	P147.0033			UNITED-DEF-0001334	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P147	P147.0034			UNITED-DEF-0001335	Granted
P147	P147.0035			UNITED-DEF-0001336	Granted
P147	P147.0036			UNITED-DEF-0001337	Granted
P147	P147.0037			UNITED-DEF-0001338	Page not subject to motion
P147	P147.0038			UNITED-DEF-0001339	Page not subject to motion
P147	P147.0039			UNITED-DEF-0001340	Page not subject to motion
P147	P147.0040			UNITED-DEF-0001341	Page not subject to motion
P147	P147.0041			UNITED-DEF-0001342	Granted
P147	P147.0042			UNITED-DEF-0001343	Granted
P147	P147.0043			UNITED-DEF-0001344	Granted
P147	P147.0044			UNITED-DEF-0001345	Granted
P147	P147.0045			UNITED-DEF-0001346	Granted
P147	P147.0046			UNITED-DEF-0001347	Granted
P147	P147.0047			UNITED-DEF-0001348	Granted
P147	P147.0048			UNITED-DEF-0001349	Granted
P147	P147.0049			UNITED-DEF-0001350	Granted
P147	P147.0050			UNITED-DEF-0001351	Granted
P147	P147.0051			UNITED-DEF-0001352	Granted
P147	P147.0052			UNITED-DEF-0001353	Granted
P147	P147.0053			UNITED-DEF-0001354	Granted
P147	P147.0054			UNITED-DEF-0001355	Page not subject to motion
P147	P147.0055			UNITED-DEF-0001356	Page not subject to motion
P148	P148.0001	UNITED-DEF-0003620	UNITED-DEF-0003640	UNITED-DEF-0003620	Granted
P148	P148.0002			UNITED-DEF-0003621	Granted
P148	P148.0003			UNITED-DEF-0003622	Granted
P148	P148.0004			UNITED-DEF-0003623	Granted
P148	P148.0005			UNITED-DEF-0003624	Granted
P148	P148.0006			UNITED-DEF-0003625	Motion Denied, except with respect to benchmarking rates and/or percentages.
P148	P148.0007			UNITED-DEF-0003626	Granted
P148	P148.0008			UNITED-DEF-0003627	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P148	P148.0009			UNITED-DEF-0003628	Granted
P148	P148.0010			UNITED-DEF-0003629	Granted
P148	P148.0011			UNITED-DEF-0003630	Granted
P148	P148.0012			UNITED-DEF-0003631	Granted
P148	P148.0013			UNITED-DEF-0003632	Granted
P148	P148.0014			UNITED-DEF-0003633	Granted
P148	P148.0015			UNITED-DEF-0003634	Page not subject to motion
P148	P148.0016			UNITED-DEF-0003635	Granted
P148	P148.0017			UNITED-DEF-0003636	Granted
P148	P148.0018			UNITED-DEF-0003637	Granted
P148	P148.0019			UNITED-DEF-0003638	Granted
P148	P148.0020			UNITED-DEF-0003639	Granted
P148	P148.0021			UNITED-DEF-0003640	Granted
P149	P149.0001	UNITED-DEF-0003838	UNITED-DEF-0003841	UNITED-DEF-0003838	Granted
P149	P149.0002			UNITED-DEF-0003839	Granted
P149	P149.0003			UNITED-DEF-0003840	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
P149	P149.0004			UNITED-DEF-0003841	Motion Denied, except with respect to Plan sizes to qualify for different fee bands.
P150	P150.0001	UNITED-DEF-0003842	UNITED-DEF-0003862	UNITED-DEF-0003842	Granted
P150	P150.0002			UNITED-DEF-0003843	Granted
P150	P150.0003			UNITED-DEF-0003844	Granted
P150	P150.0004			UNITED-DEF-0003845	Granted
P150	P150.0005			UNITED-DEF-0003846	Granted
P150	P150.0006			UNITED-DEF-0003847	Granted
P150	P150.0007			UNITED-DEF-0003848	Granted
P150	P150.0008			UNITED-DEF-0003849	Granted
P150	P150.0009			UNITED-DEF-0003850	Granted
P150	P150.0010			UNITED-DEF-0003851	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P150	P150.0011			UNITED-DEF-0003852	Granted
P150	P150.0012			UNITED-DEF-0003853	Granted
P150	P150.0013			UNITED-DEF-0003854	Granted
P150	P150.0014			UNITED-DEF-0003855	Granted
P150	P150.0015			UNITED-DEF-0003856	Granted
P150	P150.0016			UNITED-DEF-0003857	Granted
P150	P150.0017			UNITED-DEF-0003858	Granted
P150	P150.0018			UNITED-DEF-0003859	Granted
P150	P150.0019			UNITED-DEF-0003860	Granted
P150	P150.0020			UNITED-DEF-0003861	Granted
P150	P150.0021			UNITED-DEF-0003862	Granted
P154	P154.0001	DEF281923	DEF281923	DEF281923	Page not subject to motion
P154	P154.0002	Doc produced natively		DEF281923	Page not subject to motion
P154	P154.0003			DEF281923	Page not subject to motion
P154	P154.0004			DEF281923	Page not subject to motion
P154	P154.0005			DEF281923	Page not subject to motion
P154	P154.0006			DEF281923	Page not subject to motion
P154	P154.0007			DEF281923	Page not subject to motion
P154	P154.0008			DEF281923	Page not subject to motion
P154	P154.0009			DEF281923	Denied in full
P154	P154.0010			DEF281923	Motion Denied, except with respect to benchmarking rates and/or percentages.
P154	P154.0011			DEF281923	Denied in full
P154	P154.0012			DEF281923	Page not subject to motion
P154	P154.0013			DEF281923	Page not subject to motion
P154	P154.0014			DEF281923	Page not subject to motion
P154	P154.0015			DEF281923	Granted
P154	P154.0016			DEF281923	Page not subject to motion
P154	P154.0017			DEF281923	Page not subject to motion
P154	P154.0018			DEF281923	Page not subject to motion
P154	P154.0019			DEF281923	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P154	P154.0020			DEF281923	Page not subject to motion
P154	P154.0021			DEF281923	Denied in full
P154	P154.0022			DEF281923	Page not subject to motion
P154	P154.0023			DEF281923	Page not subject to motion
P154	P154.0024			DEF281923	Page not subject to motion
P159	P159.0001	UNITED-DEF-0003094	UNITED-DEF-0003151	UNITED-DEF-0003094	Granted
P159	P159.0002			UNITED-DEF-0003095	Granted
P159	P159.0003			UNITED-DEF-0003096	Granted
P159	P159.0004			UNITED-DEF-0003097	Granted
P159	P159.0005			UNITED-DEF-0003098	Granted
P159	P159.0006			UNITED-DEF-0003099	Granted
P159	P159.0007			UNITED-DEF-0003100	Granted
P159	P159.0008			UNITED-DEF-0003101	Granted
P159	P159.0009			UNITED-DEF-0003102	Granted
P159	P159.0010			UNITED-DEF-0003103	Granted
P159	P159.0011			UNITED-DEF-0003104	Granted
P159	P159.0012			UNITED-DEF-0003105	Granted
P159	P159.0013			UNITED-DEF-0003106	Granted
P159	P159.0014			UNITED-DEF-0003107	Granted
P159	P159.0015			UNITED-DEF-0003108	Granted
P159	P159.0016			UNITED-DEF-0003109	Granted
P159	P159.0017			UNITED-DEF-0003110	Granted
P159	P159.0018			UNITED-DEF-0003111	Granted
P159	P159.0019			UNITED-DEF-0003112	Granted
P159	P159.0020			UNITED-DEF-0003113	Granted
P159	P159.0021			UNITED-DEF-0003114	Granted
P159	P159.0022			UNITED-DEF-0003115	Granted
P159	P159.0023			UNITED-DEF-0003116	Granted
P159	P159.0024			UNITED-DEF-0003117	Granted
P159	P159.0025			UNITED-DEF-0003118	Granted
P159	P159.0026			UNITED-DEF-0003119	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P159	P159.0027			UNITED-DEF-0003120	Granted
P159	P159.0028			UNITED-DEF-0003121	Granted
P159	P159.0029			UNITED-DEF-0003122	Granted
P159	P159.0030			UNITED-DEF-0003123	Granted
P159	P159.0031			UNITED-DEF-0003124	Granted
P159	P159.0032			UNITED-DEF-0003125	Granted
P159	P159.0033			UNITED-DEF-0003126	Granted
P159	P159.0034			UNITED-DEF-0003127	Granted
P159	P159.0035			UNITED-DEF-0003128	Granted
P159	P159.0036			UNITED-DEF-0003129	Granted
P159	P159.0037			UNITED-DEF-0003130	Granted
P159	P159.0038			UNITED-DEF-0003131	Granted
P159	P159.0039			UNITED-DEF-0003132	Granted
P159	P159.0040			UNITED-DEF-0003133	Granted
P159	P159.0041			UNITED-DEF-0003134	Granted
P159	P159.0042			UNITED-DEF-0003135	Granted
P159	P159.0043			UNITED-DEF-0003136	Granted
P159	P159.0044			UNITED-DEF-0003137	Granted
P159	P159.0045			UNITED-DEF-0003138	Page not subject to motion
P159	P159.0046			UNITED-DEF-0003139	Granted
P159	P159.0047			UNITED-DEF-0003140	Page not subject to motion
P159	P159.0048			UNITED-DEF-0003141	Page not subject to motion
P159	P159.0049			UNITED-DEF-0003142	Granted
P159	P159.0050			UNITED-DEF-0003143	Granted
P159	P159.0051			UNITED-DEF-0003144	Granted
P159	P159.0052			UNITED-DEF-0003145	Granted
P159	P159.0053			UNITED-DEF-0003146	Granted
P159	P159.0054			UNITED-DEF-0003147	Granted
P159	P159.0055			UNITED-DEF-0003148	Granted
P159	P159.0056			UNITED-DEF-0003149	Granted
P159	P159.0057			UNITED-DEF-0003150	Granted
P159	P159.0058			UNITED-DEF-0003151	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P170A	P170A.0001	DEF272428	DEF272428	DEF272428	Page not subject to motion
P170A	P170A.0002	Doc produced natively		DEF272428	Motion Denied, except with respect to state or other geographic place names.
P170A	P170A.0003			DEF272428	Motion Denied, except with respect to state or other geographic place names.
P170A	P170A.0004			DEF272428	Page not subject to motion
P170A	P170A.0005			DEF272428	Page not subject to motion
P170A	P170A.0006			DEF272428	Denied in full
P170A	P170A.0007			DEF272428	Page not subject to motion
P170A	P170A.0008			DEF272428	Motion Denied, except with respect to state or other geographic place names.
P170A	P170A.0009			DEF272428	Motion Denied, except with respect to state or other geographic place names.
P170A	P170A.0010			DEF272428	Page not subject to motion
P170A	P170A.0011			DEF272428	Denied in full
P170A	P170A.0012			DEF272428	Denied in full
P170A	P170A.0013			DEF272428	Denied in full
P170A	P170A.0014			DEF272428	Denied in full
P170A	P170A.0015			DEF272428	Denied in full
P170A	P170A.0016			DEF272428	Denied in full
P170A	P170A.0017			DEF272428	Denied in full
P170A	P170A.0018			DEF272428	Denied in full
P170A	P170A.0019			DEF272428	Denied in full
P170A	P170A.0020			DEF272428	Denied in full
P170A	P170A.0021			DEF272428	Denied in full
P170A	P170A.0022			DEF272428	Denied in full
P170A	P170A.0023			DEF272428	Denied in full
P170A	P170A.0024			DEF272428	Denied in full
P170A	P170A.0025			DEF272428	Motion Denied, except with respect to state or other geographic place names.
P170A	P170A.0026			DEF272428	Page not subject to motion
P170A	P170A.0027			DEF272428	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P170A	P170A.0028			DEF272428	Denied in full
P170A	P170A.0029			DEF272428	Denied in full
P170A	P170A.0030			DEF272428	Denied in full
P170A	P170A.0031			DEF272428	Denied in full
P170A	P170A.0032			DEF272428	Denied in full
P170A	P170A.0033			DEF272428	Page not subject to motion
P170A	P170A.0034			DEF272428	Motion Denied, except with respect to provider names.
P170A	P170A.0035			DEF272428	Denied in full
P170A	P170A.0036			DEF272428	Denied in full
P170A	P170A.0037			DEF272428	Denied in full
P170A	P170A.0038			DEF272428	Page not subject to motion
P170A	P170A.0039			DEF272428	Page not subject to motion
P174	P174.0001	DEF257568	DEF257570	DEF257568	Page not subject to motion
P174	P174.0002			DEF257569	Motion Denied, except with respect to state or other geographic place names.
P174	P174.0003			DEF257570	Denied in full
P175	P175.0001	DEF257589	DEF257589	DEF257589	Page not subject to motion
P175	P175.0002	Doc produced natively		DEF257589	Denied in full
P175	P175.0003			DEF257589	Page not subject to motion
P175	P175.0004			DEF257589	Page not subject to motion
P175	P175.0005			DEF257589	Page not subject to motion
P175	P175.0006			DEF257589	Denied in full
P175	P175.0007			DEF257589	Page not subject to motion
P175	P175.0008			DEF257589	Page not subject to motion
P175	P175.0009			DEF257589	Page not subject to motion
P175	P175.0010			DEF257589	Denied in full
P175	P175.0011			DEF257589	Page not subject to motion
P175	P175.0012			DEF257589	Page not subject to motion
P175	P175.0013			DEF257589	Page not subject to motion
P175	P175.0014			DEF257589	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P178	P178.0001	DEF079914	DEF079919	DEF079914	Page not subject to motion
P178	P178.0002			DEF079915	Page not subject to motion
P178	P178.0003			DEF079916	Page not subject to motion
P178	P178.0004			DEF079917	Denied in full
P178	P178.0005			DEF079918	Page not subject to motion
P178	P178.0006			DEF079919	Page not subject to motion
P193	P193.0001	DEF517516	DEF517525	DEF517516	Page not subject to motion
P193	P193.0002			DEF517517	Denied in full
P193	P193.0003			DEF517518	Page not subject to motion
P193	P193.0004			DEF517519	Denied in full
P193	P193.0005			DEF517520	Page not subject to motion
P193	P193.0006			DEF517521	Page not subject to motion
P193	P193.0007			DEF517522	Page not subject to motion
P193	P193.0008			DEF517523	Page not subject to motion
P193	P193.0009			DEF517524	Denied in full
P193	P193.0010			DEF517525	Denied in full
P212	P212.0001	DEF274785	DEF274789	DEF274785	Page not subject to motion
P212	P212.0002			DEF274786	Motion Denied, except with respect to state or other geographic place names.
P212	P212.0003			DEF274787	Denied in full
P212	P212.0004			DEF274788	Motion Denied, except with respect to state or other geographic place names.
P212	P212.0005			DEF274789	Motion Denied, except with respect to state or other geographic place names.
P218	P218.0001	DEF274985	DEF274988	DEF274985	Denied in full
P218	P218.0002			DEF274986	Granted
P218	P218.0003			DEF274987	Denied in full
P218	P218.0004			DEF274988	Page not subject to motion
P220	P220.0001	DEF245062	DEF245062	DEF245062	Page not subject to motion
P220	P220.0002	Doc produced natively		DEF245062	Denied in full
P220	P220.0003			DEF245062	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P220	P220.0004			DEF245062	Page not subject to motion
P220	P220.0005			DEF245062	Granted
P220	P220.0006			DEF245062	Granted
P220	P220.0007			DEF245062	Granted
P220	P220.0008			DEF245062	Page not subject to motion
P220	P220.0009			DEF245062	Denied in full
P220	P220.0010			DEF245062	Granted
P220	P220.0011			DEF245062	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P220	P220.0012			DEF245062	Page not subject to motion
P229	P229.0001	DEF311477	DEF311477_0009	DEF311477	Page not subject to motion
P229	P229.0002			DEF311477 0001	Granted
P229	P229.0003			DEF311477 0002	Granted
P229	P229.0004			DEF311477 0003	Page not subject to motion
P229	P229.0005			DEF311477 0004	Granted
P229	P229.0006			DEF311477 0005	Granted
P229	P229.0007			DEF311477 0006	Page not subject to motion
P229	P229.0008			DEF311477 0007	Page not subject to motion
P229	P229.0009			DEF311477 0008	Page not subject to motion
P229	P229.0010			DEF311477 0009	Page not subject to motion
P230	P230.0001	DEF245602	DEF245602	DEF245602	Denied in full
P230	P230.0002	Doc produced natively		DEF245602	Denied in full
P231	P231.0001	DEF280789	DEF280806	DEF280789	Page not subject to motion
P231	P231.0002			DEF280790	Page not subject to motion
P231	P231.0003			DEF280791	Page not subject to motion
P231	P231.0004			DEF280792	Granted
P231	P231.0005			DEF280793	Granted
P231	P231.0006			DEF280794	Granted
P231	P231.0007			DEF280795	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P231	P231.0008			DEF280796	Granted
P231	P231.0009			DEF280797	Granted
P231	P231.0010			DEF280798	Granted
P231	P231.0011			DEF280799	Granted
P231	P231.0012			DEF280800	Page not subject to motion
P231	P231.0013			DEF280801	Granted
P231	P231.0014			DEF280802	Granted
P231	P231.0015			DEF280803	Granted
P231	P231.0016			DEF280804	Granted
P231	P231.0017			DEF280805	Granted
P231	P231.0018			DEF280806	Granted
P236	P236.0001	DEF245277	DEF245310	DEF245277	Page not subject to motion
P236	P236.0002			DEF245278	Denied in full because page was published to Jury.
P236	P236.0003			DEF245279	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0004			DEF245280	Denied in full
P236	P236.0005			DEF245281	Denied in full
P236	P236.0006			DEF245282	Denied in full
P236	P236.0007			DEF245283	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0008			DEF245284	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0009			DEF245285	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0010			DEF245286	Denied in full
P236	P236.0011			DEF245287	Denied in full because page was published to Jury.
P236	P236.0012			DEF245288	Denied in full
P236	P236.0013			DEF245289	Denied in full
P236	P236.0014			DEF245290	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P236	P236.0015			DEF245291	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0016			DEF245292	Denied in full
P236	P236.0017			DEF245293	Denied in full
P236	P236.0018			DEF245294	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0019			DEF245295	Denied in full
P236	P236.0020			DEF245296	Denied in full
P236	P236.0021			DEF245297	Denied in full
P236	P236.0022			DEF245298	Granted
P236	P236.0023			DEF245299	Denied in full
P236	P236.0024			DEF245300	Denied in full
P236	P236.0025			DEF245301	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0026			DEF245302	Denied in full
P236	P236.0027			DEF245303	Motion Denied, except with respect to state or other geographic place names.
P236	P236.0028			DEF245304	Denied in full
P236	P236.0029			DEF245305	Denied in full
P236	P236.0030			DEF245306	Denied in full
P236	P236.0031			DEF245307	Denied in full
P236	P236.0032			DEF245308	Denied in full
P236	P236.0033			DEF245309	Denied in full
P236	P236.0034			DEF245310	Denied in full
P239	P239.0001	DEF245023	DEF245052	DEF245023	Page not subject to motion
P239	P239.0002			DEF245024	Denied in full
P239	P239.0003			DEF245025	Denied in full
P239	P239.0004			DEF245026	Page not subject to motion
P239	P239.0005			DEF245027	Page not subject to motion
P239	P239.0006			DEF245028	Page not subject to motion
P239	P239.0007			DEF245029	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P239	P239.0008			DEF245030	Motion Denied, except with respect to state or other geographic place names; United customer names; provider names.
P239	P239.0009			DEF245031	Motion Denied, except with respect to benchmarking rates and/or percentages.
P239	P239.0010			DEF245032	Denied in full
P239	P239.0011			DEF245033	Motion Denied, except with respect to state or other geographic place names; United customer names; benchmarking rates and/or percentages.
P239	P239.0012			DEF245034	Granted
P239	P239.0013			DEF245035	Page not subject to motion
P239	P239.0014			DEF245036	Page not subject to motion
P239	P239.0015			DEF245037	Page not subject to motion
P239	P239.0016			DEF245038	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P239	P239.0017			DEF245039	Page not subject to motion
P239	P239.0018			DEF245040	Granted
P239	P239.0019			DEF245041	Denied in full
P239	P239.0020			DEF245042	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P239	P239.0021			DEF245043	Page not subject to motion
P239	P239.0022			DEF245044	Page not subject to motion
P239	P239.0023			DEF245045	Page not subject to motion
P239	P239.0024			DEF245046	Granted
P239	P239.0025			DEF245047	Page not subject to motion
P239	P239.0026			DEF245048	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P239	P239.0027			DEF245049	Page not subject to motion
P239	P239.0028			DEF245050	Denied in full
P239	P239.0029			DEF245051	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P239	P239.0030			DEF245052	Denied in full
P243	P243.0001	DEF245601	DEF245601	DEF245601	Denied in full
P244	P244.0001	DEF276981	DEF276981_0001	DEF276981	Denied in full
P244	P244.0002	DEF276982	DEF276990	DEF276981_0001	Denied in full
P244	P244.0003			DEF276982	Page not subject to motion
P244	P244.0004			DEF276983	Denied in full
P244	P244.0005			DEF276984	Motion Denied, except with respect to state or other geographic place names.
P244	P244.0006			DEF276985	Page not subject to motion
P244	P244.0007			DEF276986	Page not subject to motion
P244	P244.0008			DEF276987	Granted
P244	P244.0009			DEF276988	Motion Denied, except with respect to benchmarking rates and/or percentages.
P244	P244.0010			DEF276989	Granted
P244	P244.0011			DEF276990	Granted
P246	P246.0001	DEF247182	DEF247192	DEF247182	Page not subject to motion
P246	P246.0002			DEF247183	Denied in full
P246	P246.0003			DEF247184	Denied in full
P246	P246.0004			DEF247185	Motion Denied, except with respect to benchmarking rates and/or percentages; forward-looking market analysis.
P246	P246.0005			DEF247186	Motion Denied, except with respect to forward-looking market analysis.
P246	P246.0006			DEF247187	Page not subject to motion
P246	P246.0007			DEF247188	Page not subject to motion
P246	P246.0008			DEF247189	Motion Denied, except with respect to state or other geographic place names.
P246	P246.0009			DEF247190	Motion Denied, except with respect to benchmarking rates and/or percentages.
P246	P246.0010			DEF247191	Granted
P246	P246.0011			DEF247192	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P254	P254.0001	DEF247061	DEF247065	DEF247061	Page not subject to motion
P254	P254.0002			DEF247062	Page not subject to motion
P254	P254.0003			DEF247063	Page not subject to motion
P254	P254.0004			DEF247064	Denied in full
P254	P254.0005			DEF247065	Page not subject to motion
P256	P256.0001	DEF277990	DEF277990_0001	DEF277990	Denied in full
P256	P256.0002			DEF277990_0001	Page not subject to motion
P262	P262.0001	DEF279510	DEF279510	DEF279510	Motion Denied, except with respect to benchmarking rates and/or percentages.
P262	P262.0002	Doc produced natively		DEF279510	Motion Denied, except with respect to benchmarking rates and/or percentages.
P262	P262.0003			DEF279510	Page not subject to motion
P262	P262.0004			DEF279510	Motion Denied, except with respect to benchmarking rates and/or percentages.
P265	P265.0001	DEF103730	DEF103752	DEF103730	Page not subject to motion
P265	P265.0002			DEF103731	Page not subject to motion
P265	P265.0003			DEF103732	Page not subject to motion
P265	P265.0004			DEF103733	Motion Denied, except with respect to certain sensitive financial figures.
P265	P265.0005			DEF103734	Page not subject to motion
P265	P265.0006			DEF103735	Motion Denied, except with respect to certain sensitive financial figures.
P265	P265.0007			DEF103736	Page not subject to motion
P265	P265.0008			DEF103737	Page not subject to motion
P265	P265.0009			DEF103738	Granted
P265	P265.0010			DEF103739	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P265	P265.0011			DEF103740	Page not subject to motion
P265	P265.0012			DEF103741	Page not subject to motion
P265	P265.0013			DEF103742	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P265	P265.0014			DEF103743	Page not subject to motion
P265	P265.0015			DEF103744	Page not subject to motion
P265	P265.0016			DEF103745	Page not subject to motion
P265	P265.0017			DEF103746	Page not subject to motion
P265	P265.0018			DEF103747	Page not subject to motion
P265	P265.0019			DEF103748	Page not subject to motion
P265	P265.0020			DEF103749	Page not subject to motion
P265	P265.0021			DEF103750	Page not subject to motion
P265	P265.0022			DEF103751	Granted
P265	P265.0023			DEF103752	Granted
P266	P266.0001	DEF100006	DEF100042	DEF100006	Page not subject to motion
P266	P266.0002			DEF100007	Denied in full because page was published to Jury.
P266	P266.0003			DEF100008	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P266	P266.0004			DEF100009	Denied in full because page was published to Jury.
P266	P266.0005			DEF100010	Denied in full because page was published to Jury.
P266	P266.0006			DEF100011	Page not subject to motion
P266	P266.0007			DEF100012	Granted
P266	P266.0008			DEF100013	Denied in full because page was published to Jury.
P266	P266.0009			DEF100014	Granted
P266	P266.0010			DEF100015	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis.
P266	P266.0011			DEF100016	Denied in full because page was published to Jury.
P266	P266.0012			DEF100017	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking market analysis.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P266	P266.0013			DEF100018	Granted
P266	P266.0014			DEF100019	Granted
P266	P266.0015			DEF100020	Granted
P266	P266.0016			DEF100021	Granted
P266	P266.0017			DEF100022	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0018			DEF100023	Granted
P266	P266.0019			DEF100024	Granted
P266	P266.0020			DEF100025	Granted
P266	P266.0021			DEF100026	Granted
P266	P266.0022			DEF100027	Granted
P266	P266.0023			DEF100028	Granted
P266	P266.0024			DEF100029	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0025			DEF100030	Motion Denied, except with respect to state or other geographic place names.
P266	P266.0026			DEF100031	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P266	P266.0027			DEF100032	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0028			DEF100033	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P266	P266.0029			DEF100034	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0030			DEF100035	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0031			DEF100036	Denied in full
P266	P266.0032			DEF100037	Denied in full because page was published to Jury.
P266	P266.0033			DEF100038	Motion Denied, except with respect to certain sensitive financial figures.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P266	P266.0034			DEF100039	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0035			DEF100040	Motion Denied, except with respect to certain sensitive financial figures.
P266	P266.0036			DEF100041	Granted
P266	P266.0037			DEF100042	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis; forward-looking market analysis.
P267	P267.0001	DEF251687	DEF251687	DEF251687	Page not subject to motion
P267	P267.0002	Doc produced natively		DEF251687	Page not subject to motion
P267	P267.0003			DEF251687	Granted
P267	P267.0004			DEF251687	Page not subject to motion
P267	P267.0005			DEF251687	Denied in full
P267	P267.0006			DEF251687	Page not subject to motion
P267	P267.0007			DEF251687	Page not subject to motion
P267	P267.0008			DEF251687	Page not subject to motion
P267	P267.0009			DEF251687	Granted
P267	P267.0010			DEF251687	Page not subject to motion
P267	P267.0011			DEF251687	Page not subject to motion
P267	P267.0012			DEF251687	Page not subject to motion
P267	P267.0013			DEF251687	Page not subject to motion
P267	P267.0014			DEF251687	Page not subject to motion
P268	P268.0001	DEF102212	DEF102218	DEF102212	Denied in full because page was published to Jury.
P268	P268.0002			DEF102213	Denied in full because page was published to Jury.
P268	P268.0003			DEF102214	Granted
P268	P268.0004			DEF102215	Granted
P268	P268.0005			DEF102216	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P268	P268.0006			DEF102217	Motion Denied, except with respect to forward-looking financial projections and/or analysis.
P268	P268.0007			DEF102218	Denied in full
P270	P270.0001	DEF401428	DEF401439	DEF401428	Denied in full
P270	P270.0002			DEF401429	Motion Denied, except with respect to state or other geographic place names.
P270	P270.0003			DEF401430	Motion Denied, except with respect to benchmarking rates and/or percentages.
P270	P270.0004			DEF401431	Denied in full
P270	P270.0005			DEF401432	Granted
P270	P270.0006			DEF401433	Granted
P270	P270.0007			DEF401434	Granted
P270	P270.0008			DEF401435	Motion Denied, except with respect to certain sensitive financial figures.
P270	P270.0009			DEF401436	Granted
P270	P270.0010			DEF401437	Motion Denied, except with respect to state or other geographic place names.
P270	P270.0011			DEF401438	Granted
P270	P270.0012			DEF401439	Granted
P273	P273.0001	DEF100526	DEF100722	Trial exhibit cover page	Page not subject to motion
P273	P273.0002			DEF100526	Page not subject to motion
P273	P273.0003			DEF100527	Denied in full
P273	P273.0004			DEF100528	Granted
P273	P273.0005			DEF100529	Granted
P273	P273.0006			DEF100530	Granted
P273	P273.0007			DEF100531	Granted
P273	P273.0008			DEF100532	Page not subject to motion
P273	P273.0009			DEF100533	Denied in full
P273	P273.0010			DEF100534	Denied in full
P273	P273.0011			DEF100535	Denied in full
P273	P273.0012			DEF100536	Denied in full
P273	P273.0013			DEF100537	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P273	P273.0014			DEF100538	Denied in full
P273	P273.0015			DEF100539	Granted
P273	P273.0016			DEF100540	Denied in full
P273	P273.0017			DEF100541	Denied in full
P273	P273.0018			DEF100542	Granted
P273	P273.0019			DEF100543	Granted
P273	P273.0020			DEF100544	Granted
P273	P273.0021			DEF100545	Granted
P273	P273.0022			DEF100546	Granted
P273	P273.0023			DEF100547	Denied in full
P273	P273.0024			DEF100548	Denied in full
P273	P273.0025			DEF100549	Granted
P273	P273.0026			DEF100550	Motion Denied, except with respect to forward-looking market analysis.
P273	P273.0027			DEF100551	Denied in full
P273	P273.0028			DEF100552	Granted
P273	P273.0029			DEF100553	Granted
P273	P273.0030			DEF100554	Denied in full
P273	P273.0031			DEF100555	Granted
P273	P273.0032			DEF100556	Granted
P273	P273.0033			DEF100557	Granted
P273	P273.0034			DEF100558	Denied in full
P273	P273.0035			DEF100559	Granted
P273	P273.0036			DEF100560	Granted
P273	P273.0037			DEF100561	Granted
P273	P273.0038			DEF100562	Granted
P273	P273.0039			DEF100563	Granted
P273	P273.0040			DEF100564	Denied in full
P273	P273.0041			DEF100565	Granted
P273	P273.0042			DEF100566	Granted
P273	P273.0043			DEF100567	Granted
P273	P273.0044			DEF100568	Granted

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P273	P273.0045			DEF100569	Granted
P273	P273.0046			DEF100570	Granted
P273	P273.0047			DEF100571	Granted
P273	P273.0048			DEF100572	Denied in full
P273	P273.0049			DEF100573	Denied in full
P273	P273.0050			DEF100574	Denied in full
P273	P273.0051			DEF100575	Granted
P273	P273.0052			DEF100576	Granted
P273	P273.0053			DEF100577	Granted
P273	P273.0054			DEF100578	Granted
P273	P273.0055			DEF100579	Granted
P273	P273.0056			DEF100580	Page not subject to motion
P273	P273.0057			DEF100581	Denied in full
P273	P273.0058			DEF100582	Granted
P273	P273.0059			DEF100583	Granted
P273	P273.0060			DEF100584	Granted
P273	P273.0061			DEF100585	Denied in full
P273	P273.0062			DEF100586	Granted
P273	P273.0063			DEF100587	Granted
P273	P273.0064			DEF100588	Granted
P273	P273.0065			DEF100589	Granted
P273	P273.0066			DEF100590	Granted
P273	P273.0067			DEF100591	Granted
P273	P273.0068			DEF100592	Granted
P273	P273.0069			DEF100593	Granted
P273	P273.0070			DEF100594	Granted
P273	P273.0071			DEF100595	Granted
P273	P273.0072			DEF100596	Granted
P273	P273.0073			DEF100597	Granted
P273	P273.0074			DEF100598	Granted
P273	P273.0075			DEF100599	Granted
P273	P273.0076			DEF100600	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P273	P273.0077			DEF100601	Granted
P273	P273.0078			DEF100602	Granted
P273	P273.0079			DEF100603	Granted
P273	P273.0080			DEF100604	Granted
P273	P273.0081			DEF100605	Granted
P273	P273.0082			DEF100606	Granted
P273	P273.0083			DEF100607	Granted
P273	P273.0084			DEF100608	Granted
P273	P273.0085			DEF100609	Granted
P273	P273.0086			DEF100610	Granted
P273	P273.0087			DEF100611	Granted
P273	P273.0088			DEF100612	Denied in full
P273	P273.0089			DEF100613	Granted
P273	P273.0090			DEF100614	Granted
P273	P273.0091			DEF100615	Granted
P273	P273.0092			DEF100616	Granted
P273	P273.0093			DEF100617	Granted
P273	P273.0094			DEF100618	Granted
P273	P273.0095			DEF100619	Granted
P273	P273.0096			DEF100620	Granted
P273	P273.0097			DEF100621	Denied in full
P273	P273.0098			DEF100622	Denied in full
P273	P273.0099			DEF100623	Denied in full
P273	P273.0100			DEF100624	Granted
P273	P273.0101			DEF100625	Granted
P273	P273.0102			DEF100626	Granted
P273	P273.0103			DEF100627	Granted
P273	P273.0104			DEF100628	Granted
P273	P273.0105			DEF100629	Granted
P273	P273.0106			DEF100630	Denied in full
P273	P273.0107			DEF100631	Granted
P273	P273.0108			DEF100632	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P273	P273.0109			DEF100633	Granted
P273	P273.0110			DEF100634	Granted
P273	P273.0111			DEF100635	Granted
P273	P273.0112			DEF100636	Denied in full
P273	P273.0113			DEF100637	Denied in full
P273	P273.0114			DEF100638	Granted
P273	P273.0115			DEF100639	Granted
P273	P273.0116			DEF100640	Granted
P273	P273.0117			DEF100641	Granted
P273	P273.0118			DEF100642	Denied in full
P273	P273.0119			DEF100643	Granted
P273	P273.0120			DEF100644	Denied in full
P273	P273.0121			DEF100645	Granted
P273	P273.0122			DEF100646	Granted
P273	P273.0123			DEF100647	Granted
P273	P273.0124			DEF100648	Granted
P273	P273.0125			DEF100649	Granted
P273	P273.0126			DEF100650	Granted
P273	P273.0127			DEF100651	Granted
P273	P273.0128			DEF100652	Granted
P273	P273.0129			DEF100653	Motion Denied, except with respect to forward-looking market analysis.
P273	P273.0130			DEF100654	Denied in full
P273	P273.0131			DEF100655	Granted
P273	P273.0132			DEF100656	Granted
P273	P273.0133			DEF100657	Granted
P273	P273.0134			DEF100658	Granted
P273	P273.0135			DEF100659	Denied in full
P273	P273.0136			DEF100660	Granted
P273	P273.0137			DEF100661	Motion Denied, except with respect to forward-looking market analysis.
P273	P273.0138			DEF100662	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P273	P273.0139			DEF100663	Granted
P273	P273.0140			DEF100664	Granted
P273	P273.0141			DEF100665	Granted
P273	P273.0142			DEF100666	Granted
P273	P273.0143			DEF100667	Granted
P273	P273.0144			DEF100668	Granted
P273	P273.0145			DEF100669	Denied in full
P273	P273.0146			DEF100670	Granted
P273	P273.0147			DEF100671	Granted
P273	P273.0148			DEF100672	Granted
P273	P273.0149			DEF100673	Granted
P273	P273.0150			DEF100674	Denied in full
P273	P273.0151			DEF100675	Denied in full
P273	P273.0152			DEF100676	Granted
P273	P273.0153			DEF100677	Granted
P273	P273.0154			DEF100678	Granted
P273	P273.0155			DEF100679	Granted
P273	P273.0156			DEF100680	Granted
P273	P273.0157			DEF100681	Granted
P273	P273.0158			DEF100682	Granted
P273	P273.0159			DEF100683	Granted
P273	P273.0160			DEF100684	Granted
P273	P273.0161			DEF100685	Denied in full
P273	P273.0162			DEF100686	Granted
P273	P273.0163			DEF100687	Granted
P273	P273.0164			DEF100688	Granted
P273	P273.0165			DEF100689	Granted
P273	P273.0166			DEF100690	Denied in full
P273	P273.0167			DEF100691	Granted
P273	P273.0168			DEF100692	Granted
P273	P273.0169			DEF100693	Granted
P273	P273.0170			DEF100694	Denied in full

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P273	P273.0171			DEF100695	Granted
P273	P273.0172			DEF100696	Granted
P273	P273.0173			DEF100697	Granted
P273	P273.0174			DEF100698	Granted
P273	P273.0175			DEF100699	Granted
P273	P273.0176			DEF100700	Granted
P273	P273.0177			DEF100701	Granted
P273	P273.0178			DEF100702	Denied in full
P273	P273.0179			DEF100703	Granted
P273	P273.0180			DEF100704	Denied in full
P273	P273.0181			DEF100705	Granted
P273	P273.0182			DEF100706	Motion Denied, except with respect to forward-looking market analysis.
P273	P273.0183			DEF100707	Granted
P273	P273.0184			DEF100708	Denied in full
P273	P273.0185			DEF100709	Granted
P273	P273.0186			DEF100710	Granted
P273	P273.0187			DEF100711	Granted
P273	P273.0188			DEF100712	Granted
P273	P273.0189			DEF100713	Granted
P273	P273.0190			DEF100714	Granted
P273	P273.0191			DEF100715	Granted
P273	P273.0192			DEF100716	Denied in full
P273	P273.0193			DEF100717	Granted
P273	P273.0194			DEF100718	Granted
P273	P273.0195			DEF100719	Granted
P273	P273.0196			DEF100720	Granted
P273	P273.0197			DEF100721	Granted
P273	P273.0198			DEF100722	Granted
P288	P288.0001	DEF248316	DEF248521	DEF248316	Page not subject to motion
P288	P288.0002			DEF248316	Page not subject to motion
P288	P288.0003			DEF248317	Denied in full

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0004			DEF248318	Denied in full
P288	P288.0005			DEF248319	Granted
P288	P288.0006			DEF248320	Granted
P288	P288.0007			DEF248321	Granted
P288	P288.0008			DEF248322	Granted
P288	P288.0009			DEF248323	Granted
P288	P288.0010			DEF248324	Granted
P288	P288.0011			DEF248325	Granted
P288	P288.0012			DEF248326	Granted
P288	P288.0013			DEF248327	Motion Denied, except with respect to certain sensitive business information related to expansion targets .
P288	P288.0014			DEF248328	Granted
P288	P288.0015			DEF248329	Granted
P288	P288.0016			DEF248330	Granted
P288	P288.0017			DEF248331	Granted
P288	P288.0018			DEF248332	Motion Denied, except with respect to state or other geographic place names.
P288	P288.0019			DEF248333	Motion Denied, except with respect to United customer names.
P288	P288.0020			DEF248334	Granted
P288	P288.0021			DEF248335	Granted
P288	P288.0022			DEF248336	Granted
P288	P288.0023			DEF248337	Granted
P288	P288.0024			DEF248338	Granted
P288	P288.0025			DEF248339	Granted
P288	P288.0026			DEF248340	Granted
P288	P288.0027			DEF248341	Granted
P288	P288.0028			DEF248342	Granted
P288	P288.0029			DEF248343	Granted
P288	P288.0030			DEF248344	Granted
P288	P288.0031			DEF248345	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0032			DEF248346	Granted
P288	P288.0033			DEF248347	Granted
P288	P288.0034			DEF248348	Granted
P288	P288.0035			DEF248349	Granted
P288	P288.0036			DEF248350	Granted
P288	P288.0037			DEF248351	Granted
P288	P288.0038			DEF248352	Granted
P288	P288.0039			DEF248353	Granted
P288	P288.0040			DEF248354	Granted
P288	P288.0041			DEF248355	Granted
P288	P288.0042			DEF248356	Granted
P288	P288.0043			DEF248357	Granted
P288	P288.0044			DEF248358	Granted
P288	P288.0045			DEF248359	Granted
P288	P288.0046			DEF248360	Granted
P288	P288.0047			DEF248361	Granted
P288	P288.0048			DEF248362	Granted
P288	P288.0049			DEF248363	Granted
P288	P288.0050			DEF248364	Granted
P288	P288.0051			DEF248365	Granted
P288	P288.0052			DEF248366	Granted
P288	P288.0053			DEF248367	Granted
P288	P288.0054			DEF248368	Granted
P288	P288.0055			DEF248369	Motion Denied, except with respect to state or other geographic place names.
P288	P288.0056			DEF248370	Granted
P288	P288.0057			DEF248371	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P288	P288.0058			DEF248372	Granted
P288	P288.0059			DEF248373	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0060			DEF248374	Motion Denied, except with respect to United customer names.
P288	P288.0061			DEF248375	Denied in full
P288	P288.0062			DEF248376	Motion Denied, except with respect to certain sensitive financial figures.
P288	P288.0063			DEF248377	Granted
P288	P288.0064			DEF248378	Granted
P288	P288.0065			DEF248379	Granted
P288	P288.0066			DEF248380	Granted
P288	P288.0067			DEF248381	Motion Denied, except with respect to state or other geographic place names.
P288	P288.0068			DEF248382	Motion Denied, except with respect to state or other geographic place names; provider names.
P288	P288.0069			DEF248383	Motion Denied, except with respect to certain sensitive financial figures.
P288	P288.0070			DEF248384	Denied in full because page was published to Jury.
P288	P288.0071			DEF248385	Granted
P288	P288.0072			DEF248386	Granted
P288	P288.0073			DEF248387	Granted
P288	P288.0074			DEF248388	Granted
P288	P288.0075			DEF248389	Granted
P288	P288.0076			DEF248390	Granted
P288	P288.0077			DEF248391	Granted
P288	P288.0078			DEF248392	Granted
P288	P288.0079			DEF248393	Granted
P288	P288.0080			DEF248394	Granted
P288	P288.0081			DEF248395	Granted
P288	P288.0082			DEF248396	Granted
P288	P288.0083			DEF248397	Granted
P288	P288.0084			DEF248398	Granted
P288	P288.0085			DEF248399	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0086			DEF248400	Granted
P288	P288.0087			DEF248401	Granted
P288	P288.0088			DEF248402	Granted
P288	P288.0089			DEF248403	Granted
P288	P288.0090			DEF248404	Granted
P288	P288.0091			DEF248405	Granted
P288	P288.0092			DEF248406	Granted
P288	P288.0093			DEF248407	Granted
P288	P288.0094			DEF248408	Granted
P288	P288.0095			DEF248409	Granted
P288	P288.0096			DEF248410	Granted
P288	P288.0097			DEF248411	Granted
P288	P288.0098			DEF248412	Granted
P288	P288.0099			DEF248413	Granted
P288	P288.0100			DEF248414	Granted
P288	P288.0101			DEF248415	Granted
P288	P288.0102			DEF248416	Granted
P288	P288.0103			DEF248417	Granted
P288	P288.0104			DEF248418	Granted
P288	P288.0105			DEF248419	Granted
P288	P288.0106			DEF248420	Granted
P288	P288.0107			DEF248421	Granted
P288	P288.0108			DEF248422	Granted
P288	P288.0109			DEF248423	Granted
P288	P288.0110			DEF248424	Granted
P288	P288.0111			DEF248425	Granted
P288	P288.0112			DEF248426	Granted
P288	P288.0113			DEF248427	Granted
P288	P288.0114			DEF248428	Granted
P288	P288.0115			DEF248429	Granted
P288	P288.0116			DEF248430	Granted
P288	P288.0117			DEF248431	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0118			DEF248432	Granted
P288	P288.0119			DEF248433	Granted
P288	P288.0120			DEF248434	Granted
P288	P288.0121			DEF248435	Granted
P288	P288.0122			DEF248436	Granted
P288	P288.0123			DEF248437	Granted
P288	P288.0124			DEF248438	Granted
P288	P288.0125			DEF248439	Granted
P288	P288.0126			DEF248440	Granted
P288	P288.0127			DEF248441	Granted
P288	P288.0128			DEF248442	Granted
P288	P288.0129			DEF248443	Granted
P288	P288.0130			DEF248444	Granted
P288	P288.0131			DEF248445	Granted
P288	P288.0132			DEF248446	Motion Denied, except with respect to state or other geographic place names.
P288	P288.0133			DEF248447	Granted
P288	P288.0134			DEF248448	Motion Denied, except with respect to certain vendor strategy and financial analysis .
P288	P288.0135			DEF248449	Granted
P288	P288.0136			DEF248450	Granted
P288	P288.0137			DEF248451	Granted
P288	P288.0138			DEF248452	Granted
P288	P288.0139			DEF248453	Granted
P288	P288.0140			DEF248454	Granted
P288	P288.0141			DEF248455	Granted
P288	P288.0142			DEF248456	Granted
P288	P288.0143			DEF248457	Granted
P288	P288.0144			DEF248458	Granted
P288	P288.0145			DEF248459	Granted
P288	P288.0146			DEF248460	Granted
P288	P288.0147			DEF248461	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0148			DEF248462	Granted
P288	P288.0149			DEF248463	Granted
P288	P288.0150			DEF248464	Granted
P288	P288.0151			DEF248465	Granted
P288	P288.0152			DEF248466	Granted
P288	P288.0153			DEF248467	Granted
P288	P288.0154			DEF248468	Granted
P288	P288.0155			DEF248469	Granted
P288	P288.0156			DEF248470	Granted
P288	P288.0157			DEF248471	Granted
P288	P288.0158			DEF248472	Granted
P288	P288.0159			DEF248473	Granted
P288	P288.0160			DEF248474	Granted
P288	P288.0161			DEF248475	Granted
P288	P288.0162			DEF248476	Granted
P288	P288.0163			DEF248477	Granted
P288	P288.0164			DEF248478	Granted
P288	P288.0165			DEF248479	Granted
P288	P288.0166			DEF248480	Motion Denied, except with respect to state or other geographic place names.
P288	P288.0167			DEF248481	Granted
P288	P288.0168			DEF248482	Granted
P288	P288.0169			DEF248483	Denied in full
P288	P288.0170			DEF248484	Denied in full
P288	P288.0171			DEF248485	Granted
P288	P288.0172			DEF248486	Granted
P288	P288.0173			DEF248487	Granted
P288	P288.0174			DEF248488	Granted
P288	P288.0175			DEF248489	Granted
P288	P288.0176			DEF248490	Denied in full because page was published to Jury.
P288	P288.0177			DEF248491	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P288	P288.0178			DEF248492	Granted
P288	P288.0179			DEF248493	Granted
P288	P288.0180			DEF248494	Granted
P288	P288.0181			DEF248495	Granted
P288	P288.0182			DEF248496	Granted
P288	P288.0183			DEF248497	Granted
P288	P288.0184			DEF248498	Granted
P288	P288.0185			DEF248499	Granted
P288	P288.0186			DEF248500	Granted
P288	P288.0187			DEF248501	Granted
P288	P288.0188			DEF248502	Granted
P288	P288.0189			DEF248503	Granted
P288	P288.0190			DEF248504	Granted
P288	P288.0191			DEF248505	Granted
P288	P288.0192			DEF248506	Granted
P288	P288.0193			DEF248507	Granted
P288	P288.0194			DEF248508	Granted
P288	P288.0195			DEF248509	Granted
P288	P288.0196			DEF248510	Granted
P288	P288.0197			DEF248511	Granted
P288	P288.0198			DEF248512	Granted
P288	P288.0199			DEF248513	Granted
P288	P288.0200			DEF248514	Granted
P288	P288.0201			DEF248515	Granted
P288	P288.0202			DEF248516	Granted
P288	P288.0203			DEF248517	Granted
P288	P288.0204			DEF248518	Granted
P288	P288.0205			DEF248519	Granted
P288	P288.0206			DEF248520	Granted
P288	P288.0207			DEF248521	Granted
P294	P294.0001	DEF280565	DEF280565	DEF280565	Denied in full because page was published to Jury.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P294	P294.0002	Doc produced natively		DEF280565	Denied in full
P294	P294.0003			DEF280565	Denied in full because page was published to Jury.
P297A	P297 - A.0001	DEF097900	DEF097901	No Page Number (Summary of)	Denied in full
P297S	P297S.0001	DEF097900	DEF097901	No Page Number (Summary of)	Denied in full
P307 Redacted	P307.Redacted.0001	DEF028012	DEF028012	DEF028012	Granted
P314	P314.0001	DEF488955	DEF488958	DEF488955	Denied in full
P314	P314.0002			DEF488956	Denied in full
P314	P314.0003			DEF488957	Page not subject to motion
P314	P314.0004			DEF488958	Page not subject to motion
P319	P319.0001	UNITED-DEF-0003610	UNITED-DEF-0003619	UNITED-DEF-0003610	Granted
P319	P319.0002			UNITED-DEF-0003611	Granted
P319	P319.0003			UNITED-DEF-0003612	Granted
P319	P319.0004			UNITED-DEF-0003613	Motion Denied, except with respect to benchmarking rates and/or percentages.
P319	P319.0005			UNITED-DEF-0003614	Granted
P319	P319.0006			UNITED-DEF-0003615	Granted
P319	P319.0007			UNITED-DEF-0003616	Granted
P319	P319.0008			UNITED-DEF-0003617	Granted
P319	P319.0009			UNITED-DEF-0003618	Granted
P319	P319.0010			UNITED-DEF-0003619	Granted
P320	P320.0001	DEF248911	DEF248912	DEF248911	Denied in full
P320	P320.0002			DEF248912	Denied in full
P324	P324.0001	DEF472280	DEF472280	DEF472280	Page not subject to motion
P324	P324.0002	Doc produced natively		DEF472280	Denied in full
P324	P324.0003			DEF472280	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P324	P324.0004			DEF472280	Denied in full
P324	P324.0005			DEF472280	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P324	P324.0006			DEF472280	Motion Denied, except with respect to certain sensitive financial figures; provider names.
P324	P324.0007			DEF472280	Motion Denied, except with respect to provider names.
P324	P324.0008			DEF472280	Page not subject to motion
P324	P324.0009			DEF472280	Page not subject to motion
P324	P324.0010			DEF472280	Granted
P324	P324.0011			DEF472280	Page not subject to motion
P324	P324.0012			DEF472280	Motion Denied, except with respect to state or other geographic place names.
P324	P324.0013			DEF472280	Motion Denied, except with respect to state or other geographic place names.
P324	P324.0014			DEF472280	Granted
P324	P324.0015			DEF472280	Page not subject to motion
P324	P324.0016			DEF472280	Granted
P324	P324.0017			DEF472280	Granted
P329	P329.0001	DEF099168	DEF099214	DEF099168	Page not subject to motion
P329	P329.0002			DEF099169	Denied in full
P329	P329.0003			DEF099170	Denied in full
P329	P329.0004			DEF099171	Denied in full
P329	P329.0005			DEF099172	Denied in full
P329	P329.0006			DEF099173	Denied in full
P329	P329.0007			DEF099174	Denied in full
P329	P329.0008			DEF099175	Denied in full
P329	P329.0009			DEF099176	Denied in full
P329	P329.0010			DEF099177	Denied in full
P329	P329.0011			DEF099178	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P329	P329.0012			DEF099179	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0013			DEF099180	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0014			DEF099181	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0015			DEF099182	Denied in full
P329	P329.0016			DEF099183	Denied in full
P329	P329.0017			DEF099184	Denied in full
P329	P329.0018			DEF099185	Denied in full
P329	P329.0019			DEF099186	Denied in full
P329	P329.0020			DEF099187	Denied in full
P329	P329.0021			DEF099188	Denied in full
P329	P329.0022			DEF099189	Denied in full
P329	P329.0023			DEF099190	Denied in full
P329	P329.0024			DEF099191	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0025			DEF099192	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0026			DEF099193	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0027			DEF099194	Denied in full
P329	P329.0028			DEF099195	Denied in full
P329	P329.0029			DEF099196	Denied in full
P329	P329.0030			DEF099197	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0031			DEF099198	Motion Denied, except with respect to state or other geographic place names; provider names.
P329	P329.0032			DEF099199	Denied in full
P329	P329.0033			DEF099200	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0034			DEF099201	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P329	P329.0035			DEF099202	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0036			DEF099203	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0037			DEF099204	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0038			DEF099205	Denied in full
P329	P329.0039			DEF099206	Denied in full
P329	P329.0040			DEF099207	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0041			DEF099208	Denied in full
P329	P329.0042			DEF099209	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0043			DEF099210	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0044			DEF099211	Denied in full because page was published to Jury.
P329	P329.0045			DEF099212	Motion Denied, except with respect to state or other geographic place names.
P329	P329.0046			DEF099213	Denied in full
P329	P329.0047			DEF099214	Denied in full
P342	P342.0001	DEF528310	DEF528310	DEF528310	Page not subject to motion
P342	P342.0002	Doc produced natively		DEF528310	Motion Denied, except with respect to state or other geographic place names.
P342	P342.0003			DEF528310	Page not subject to motion
P342	P342.0004			DEF528310	Page not subject to motion
P342	P342.0005			DEF528310	Denied in full
P342	P342.0006			DEF528310	Page not subject to motion
P342	P342.0007			DEF528310	Denied in full
P342	P342.0008			DEF528310	Granted
P342	P342.0009			DEF528310	Motion Denied, except with respect to state or other geographic place names.
P342	P342.0010			DEF528310	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P342	P342.0011			DEF528310	Granted
P342	P342.0012			DEF528310	Granted
P342	P342.0013			DEF528310	Granted
P342	P342.0014			DEF528310	Granted
P342	P342.0015			DEF528310	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P342	P342.0016			DEF528310	Denied in full
P342	P342.0017			DEF528310	Page not subject to motion
P342	P342.0018			DEF528310	Page not subject to motion
P342	P342.0019			DEF528310	Granted
P342	P342.0020			DEF528310	Motion Denied, except with respect to forward-looking financial projections and/or analysis.
P342	P342.0021			DEF528310	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis.
P342	P342.0022			DEF528310	Granted
P342	P342.0023			DEF528310	Page not subject to motion
P342	P342.0024			DEF528310	Granted
P342	P342.0025			DEF528310	Denied in full
P342	P342.0026			DEF528310	Page not subject to motion
P342	P342.0027			DEF528310	Page not subject to motion
P342	P342.0028			DEF528310	Granted
P342	P342.0029			DEF528310	Granted
P342	P342.0030			DEF528310	Granted
P342	P342.0031			DEF528310	Granted
P342	P342.0032			DEF528310	Granted
P342	P342.0033			DEF528310	Granted
P342	P342.0034			DEF528310	Granted
P342	P342.0035			DEF528310	Granted
P342	P342.0036			DEF528310	Granted
P342	P342.0037			DEF528310	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P342	P342.0038			DEF528310	Granted
P342	P342.0039			DEF528310	Denied in full
P342	P342.0040			DEF528310	Page not subject to motion
P342	P342.0041			DEF528310	Page not subject to motion
P342	P342.0042			DEF528310	Page not subject to motion
P342	P342.0043			DEF528310	Page not subject to motion
P344	P344.0001	DEF249427	DEF249436	DEF249427	Motion Denied, except with respect to United customer names.
P344	P344.0002			DEF249428	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P344	P344.0003			DEF249429	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
P344	P344.0004			DEF249430	Motion Denied, except with respect to state or other geographic place names.
P344	P344.0005			DEF249431	Granted
P344	P344.0006			DEF249432	Page not subject to motion
P344	P344.0007			DEF249433	Page not subject to motion
P344	P344.0008			DEF249434	Motion Denied, except with respect to state or other geographic place names.
P344	P344.0009			DEF249435	Granted
P344	P344.0010			DEF249436	Granted
P348	P348.0001	DEF263073	DEF263077	DEF263073	Denied in full
P348	P348.0002			DEF263074	Page not subject to motion
P348	P348.0003			DEF263075	Page not subject to motion
P348	P348.0004			DEF263076	Page not subject to motion
P348	P348.0005			DEF263077	Page not subject to motion
P354	P354.0001	DEF528309	DEF528309	DEF528309	Page not subject to motion
P354	P354.0002	DEF528310	DEF528310	DEF528309	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P354	P354.0003	Doc produced natively		DEF528309	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P354	P354.0004			DEF528309	Page not subject to motion
P354	P354.0005			DEF528309	Page not subject to motion
P354	P354.0006			DEF528309	Denied in full
P354	P354.0007			DEF528309	Page not subject to motion
P354	P354.0008			DEF528309	Denied in full
P354	P354.0009			DEF528309	Granted
P354	P354.0010			DEF528309	Motion Denied, except with respect to state or other geographic place names.
P354	P354.0011			DEF528309	Granted
P354	P354.0012			DEF528309	Granted
P354	P354.0013			DEF528309	Granted
P354	P354.0014			DEF528309	Granted
P354	P354.0015			DEF528309	Granted
P354	P354.0016			DEF528309	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages.
P354	P354.0017			DEF528309	Denied in full
P354	P354.0018			DEF528309	Page not subject to motion
P354	P354.0019			DEF528309	Page not subject to motion
P354	P354.0020			DEF528309	Granted
P354	P354.0021			DEF528309	Motion Denied, except with respect to forward-looking financial projections and/or analysis.
P354	P354.0022			DEF528309	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis.
P354	P354.0023			DEF528309	Granted
P354	P354.0024			DEF528309	Page not subject to motion
P354	P354.0025			DEF528309	Granted
P354	P354.0026			DEF528309	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P354	P354.0027			DEF528309	Page not subject to motion
P354	P354.0028			DEF528309	Page not subject to motion
P354	P354.0029			DEF528309	Granted
P354	P354.0030			DEF528309	Granted
P354	P354.0031			DEF528309	Granted
P354	P354.0032			DEF528309	Granted
P354	P354.0033			DEF528309	Granted
P354	P354.0034			DEF528309	Granted
P354	P354.0035			DEF528309	Granted
P354	P354.0036			DEF528309	Granted
P354	P354.0037			DEF528309	Granted
P354	P354.0038			DEF528309	Granted
P354	P354.0039			DEF528309	Granted
P354	P354.0040			DEF528309	Denied in full
P354	P354.0041			DEF528309	Page not subject to motion
P354	P354.0042			DEF528309	Page not subject to motion
P354	P354.0043			DEF528309	Page not subject to motion
P354	P354.0044			DEF528309	Page not subject to motion
P354	P354.0045	Metadata summary		DEF528309	Page not subject to motion
P359	P359.0001	DEF529855	DEF529862	DEF529855	Granted
P359	P359.0002			DEF529856	Denied in full
P359	P359.0003			DEF529857	Granted
P359	P359.0004			DEF529858	Granted
P359	P359.0005			DEF529859	Granted
P359	P359.0006			DEF529860	Granted
P359	P359.0007			DEF529861	Granted
P359	P359.0008			DEF529862	Page not subject to motion
P360	P360.0001	DEF250817	DEF250817	DEF250817	Page not subject to motion
P360	P360.0002	DEF250818	DEF250820	DEF250818	Denied in full
P360	P360.0003			DEF250819	Motion Denied, except with respect to benchmarking rates and/or percentages;

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					forward-looking financial projections and/or analysis.
P360	P360.0004			DEF250820	Denied in full
P360	P360.0005	Metadata summary		DEF250818	Page not subject to motion
P361	P361.0001	DEF103857	DEF103857	DEF103857	Page not subject to motion
P361	P361.0002	DEF103858	DEF103858	DEF103858	Denied in full because page was published to Jury.
P361	P361.0003			DEF103858	Granted
P361	P361.0004			DEF103858	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P361	P361.0005			DEF103858	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P361	P361.0006			DEF103858	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P361	P361.0007			DEF103858	Granted
P361	P361.0008			DEF103858	Granted
P367	P367.0001	DEF104025	DEF104048	DEF104025	Page not subject to motion
P367	P367.0002			DEF104026	Page not subject to motion
P367	P367.0003			DEF104027	Page not subject to motion
P367	P367.0004			DEF104028	Page not subject to motion
P367	P367.0005			DEF104029	Page not subject to motion
P367	P367.0006			DEF104030	Page not subject to motion
P367	P367.0007			DEF104031	Page not subject to motion
P367	P367.0008			DEF104032	Granted
P367	P367.0009			DEF104033	Page not subject to motion
P367	P367.0010			DEF104034	Page not subject to motion
P367	P367.0011			DEF104035	Granted
P367	P367.0012			DEF104036	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P367	P367.0013			DEF104037	Page not subject to motion
P367	P367.0014			DEF104038	Page not subject to motion
P367	P367.0015			DEF104039	Page not subject to motion
P367	P367.0016			DEF104040	Page not subject to motion
P367	P367.0017			DEF104041	Page not subject to motion
P367	P367.0018			DEF104042	Page not subject to motion
P367	P367.0019			DEF104043	Page not subject to motion
P367	P367.0020			DEF104044	Page not subject to motion
P367	P367.0021			DEF104045	Page not subject to motion
P367	P367.0022			DEF104046	Page not subject to motion
P367	P367.0023			DEF104047	Page not subject to motion
P367	P367.0024			DEF104048	Page not subject to motion
P368	P368.0001	DEF104013	DEF1040024	DEF104013	Page not subject to motion
P368	P368.0002			DEF104014	Page not subject to motion
P368	P368.0003			DEF104015	Page not subject to motion
P368	P368.0004			DEF104016	Page not subject to motion
P368	P368.0005			DEF104017	Page not subject to motion
P368	P368.0006			DEF104018	Granted
P368	P368.0007			DEF104019	Page not subject to motion
P368	P368.0008			DEF104020	Granted
P368	P368.0009			DEF104021	Page not subject to motion
P368	P368.0010			DEF104022	Page not subject to motion
P368	P368.0011			DEF104023	Granted
P368	P368.0012			DEF104024	Page not subject to motion
P370	P370.0001	DEF253353	DEF253356	DEF253353	Denied in full
P370	P370.0002			DEF253354	Page not subject to motion
P370	P370.0003			DEF253355	Denied in full
P370	P370.0004			DEF253356	Page not subject to motion
P375 Redacted	P375.Redacted.0001	DEF049421	DEF049424	DEF049421	Granted
P375 Redacted	P375.Redacted.0002			DEF049422	Motion Denied, except with respect to certain sensitive financial figures.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P375 Redacted	P375.Redacted.d.0003			DEF049423	Granted
P375 Redacted	P375.Redacted.d.0004			DEF049424	Motion Denied, except with respect to certain sensitive financial figures.
P378	P378.0001	DEF100486	DEF100507	DEF100486	Page not subject to motion
P378	P378.0002			DEF100487	Denied in full
P378	P378.0003			DEF100488	Denied in full
P378	P378.0004			DEF100489	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking financial projections and/or analysis.
P378	P378.0005			DEF100490	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P378	P378.0006			DEF100491	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P378	P378.0007			DEF100492	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P378	P378.0008			DEF100493	Motion Denied, except with respect to state or other geographic place names.
P378	P378.0009			DEF100494	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P378	P378.0010			DEF100495	Denied in full
P378	P378.0011			DEF100496	Denied in full
P378	P378.0012			DEF100497	Motion Denied, except with respect to benchmarking rates and/or percentages.
P378	P378.0013			DEF100498	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P378	P378.0014			DEF100499	Motion Denied, except with respect to forward-looking market analysis.
P378	P378.0015			DEF100500	Denied in full
P378	P378.0016			DEF100501	Motion Denied, except with respect to forward-looking market analysis.
P378	P378.0017			DEF100502	Motion Denied, except with respect to state or other geographic place names.
P378	P378.0018			DEF100503	Denied in full
P378	P378.0019			DEF100504	Motion Denied, except with respect to certain sensitive financial figures.
P378	P378.0020			DEF100505	Motion Denied, except with respect to certain sensitive financial figures.
P378	P378.0021			DEF100506	Motion Denied, except with respect to state or other geographic place names.
P378	P378.0022			DEF100507	Motion Denied, except with respect to state or other geographic place names.
P380	P380.0001	DEF253987	DEF253987	DEF253987.01	Page not subject to motion
P380	P380.0002	Doc produced natively		DEF253987.02	Page not subject to motion
P380	P380.0003			DEF253987.03	Page not subject to motion
P380	P380.0004			DEF253987.04	Page not subject to motion
P380	P380.0005			DEF253987.05	Page not subject to motion
P380	P380.0006			DEF253987.06	Page not subject to motion
P380	P380.0007			DEF253987.07	Denied in full
P380	P380.0008			DEF253987.08	Page not subject to motion
P380	P380.0009			DEF253987.09	Page not subject to motion
P380	P380.0010			DEF253987.10	Page not subject to motion
P380	P380.0011			DEF253987.11	Granted
P380	P380.0012			DEF253987.12	Page not subject to motion
P380	P380.0013			DEF253987.13	Page not subject to motion
P380	P380.0014			DEF253987.14	Page not subject to motion
P380	P380.0015			DEF253987.15	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P380	P380.0016			DEF253987.16	Page not subject to motion
P380	P380.0017			DEF253987.17	Page not subject to motion
P380	P380.0018			DEF253987.18	Page not subject to motion
P380	P380.0019			DEF253987.19	Page not subject to motion
P380	P380.0020			DEF253987.20	Page not subject to motion
P380	P380.0021			DEF253987.21	Page not subject to motion
P380	P380.0022			DEF253987.22	Page not subject to motion
P380	P380.0023			DEF253987.23	Page not subject to motion
P380	P380.0024			DEF253987.24	Page not subject to motion
P380	P380.0025			DEF253987.25	Page not subject to motion
P380	P380.0026			DEF253987.26	Page not subject to motion
P380	P380.0027			DEF253987.27	Page not subject to motion
P380	P380.0028			DEF253987.28	Page not subject to motion
P380	P380.0029			DEF253987.29	Page not subject to motion
P380	P380.0030			DEF253987.30	Page not subject to motion
P380	P380.0031			DEF253987.31	Page not subject to motion
P380	P380.0032			DEF253987.32	Page not subject to motion
P380	P380.0033			DEF253987.33	Page not subject to motion
P394	P394.0001	DEF283765	DEF283767	DEF283765	Granted
P394	P394.0002			DEF283766	Motion Denied, except with respect to certain sensitive financial figures.
P394	P394.0003			DEF283767	Granted
P395	P395.0001	DEF283768	DEF283768	DEF283768	Page not subject to motion
P395	P395.0002	Doc produced natively		DEF283768	Page not subject to motion
P395	P395.0003			DEF283768	Page not subject to motion
P395	P395.0004			DEF283768	Motion Denied, except with respect to certain sensitive financial figures.
P395	P395.0005			DEF283768	Denied in full
P400	P400.0001	DEF299508	DEF299508	DEF299508	Page not subject to motion
P400	P400.0002	Doc produced natively		DEF299508	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P400	P400.0003			DEF299508	Denied in full
P400	P400.0004			DEF299508	Denied in full
P400	P400.0005			DEF299508	Denied in full
P400	P400.0006			DEF299508	Denied in full
P400	P400.0007			DEF299508	Denied in full
P400	P400.0008			DEF299508	Denied in full
P400	P400.0009			DEF299508	Denied in full
P400	P400.0010			DEF299508	Denied in full
P400	P400.0011			DEF299508	Motion Denied, except with respect to state or other geographic place names.
P400	P400.0012			DEF299508	Denied in full
P400	P400.0013			DEF299508	Page not subject to motion
P400	P400.0014			DEF299508	Page not subject to motion
P403	P403.0001	DEF298855	DEF298855	DEF298855	Page not subject to motion
P403	P403.0002	Doc produced natively		DEF298855	Denied in full because page was published to Jury.
P403	P403.0003			DEF298855	Denied in full
P403	P403.0004			DEF298855	Motion Denied, except with respect to state or other geographic place names.
P403	P403.0005			DEF298855	Denied in full
P403	P403.0006			DEF298855	Denied in full
P413	P413.0001	FESM001441	FESM001445	FESM001441	Granted
P413	P413.0002			FESM001442	Page not subject to motion
P413	P413.0003			FESM001443	Page not subject to motion
P413	P413.0004			FESM001444	Page not subject to motion
P413	P413.0005			FESM001445	Page not subject to motion
P418	P418.0001	DEF298760	DEF298761	DEF298760	Page not subject to motion
P418	P418.0002			DEF298761	Page not subject to motion
P418	P418.0003	DEF298762	DEF298762	DEF298762	Page not subject to motion
P418	P418.0004	Doc produced natively		DEF298762	Motion Denied, except with respect to state or other geographic place names.
P418	P418.0005			DEF298762	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P418	P418.0006			DEF298762	Page not subject to motion
P418	P418.0007			DEF298762	Page not subject to motion
P418	P418.0008			DEF298762	Page not subject to motion
P418	P418.0009			DEF298762	Denied in full
P418	P418.0010			DEF298762	Denied in full
P418	P418.0011			DEF298762	Denied in full
P418	P418.0012			DEF298762	Page not subject to motion
P418	P418.0013			DEF298762	Page not subject to motion
P418	P418.0014			DEF298762	Page not subject to motion
P418	P418.0015			DEF298762	Page not subject to motion
P418	P418.0016			DEF298762	Page not subject to motion
P418	P418.0017			DEF298762	Page not subject to motion
P421	P421.0001	DEF457346	DEF457351	DEF457346	Denied in full because page was published to Jury.
P421	P421.0002			DEF457347	Motion Denied, except with respect to forward-looking market analysis.
P421	P421.0003			DEF457348	Granted
P421	P421.0004			DEF457349	Granted
P421	P421.0005			DEF457350	Granted
P421	P421.0006			DEF457351	Granted
P423	P423.0001	DEF391237	DEF391244	DEF391237	Page not subject to motion
P423	P423.0002			DEF391238	Denied in full because page was published to Jury.
P423	P423.0003			DEF391239	Motion Denied, except with respect to state or other geographic place names.
P423	P423.0004			DEF391240	Motion Denied, except with respect to state or other geographic place names.
P423	P423.0005			DEF391241	Motion Denied, except with respect to state or other geographic place names.
P423	P423.0006			DEF391242	Denied in full
P423	P423.0007			DEF391243	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P423	P423.0008			DEF391244	Denied in full
P426	P426.0001	DEF431289	DEF431406	Trial exhibit cover page	Page not subject to motion
P426	P426.0002			DEF431289	Granted
P426	P426.0003			DEF431290	Denied in full
P426	P426.0004			DEF431291	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0005			DEF431292	Page not subject to motion
P426	P426.0006			DEF431293	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0007			DEF431294	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0008			DEF431295	Granted
P426	P426.0009			DEF431296	Page not subject to motion
P426	P426.0010			DEF431297	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0011			DEF431298	Denied in full
P426	P426.0012			DEF431299	Denied in full because page was published to Jury.
P426	P426.0013			DEF431300	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0014			DEF431301	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0015			DEF431302	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0016			DEF431303	Denied in full
P426	P426.0017			DEF431304	Denied in full
P426	P426.0018			DEF431305	Denied in full
P426	P426.0019			DEF431306	Denied in full
P426	P426.0020			DEF431307	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0021			DEF431308	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P426	P426.0022			DEF431309	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0023			DEF431310	Denied in full
P426	P426.0024			DEF431311	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0025			DEF431312	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0026			DEF431313	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0027			DEF431314	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0028			DEF431315	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0029			DEF431316	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0030			DEF431317	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0031			DEF431318	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0032			DEF431319	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0033			DEF431320	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0034			DEF431321	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0035			DEF431322	Motion Denied, except with respect to state or other geographic place names; United customer names; provider names.
P426	P426.0036			DEF431323	Motion Denied, except with respect to provider names.
P426	P426.0037			DEF431324	Motion Denied, except with respect to United customer names; provider names.
P426	P426.0038			DEF431325	Denied in full

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P426	P426.0039			DEF431326	Denied in full
P426	P426.0040			DEF431327	Denied in full
P426	P426.0041			DEF431328	Denied in full
P426	P426.0042			DEF431329	Denied in full
P426	P426.0043			DEF431330	Denied in full
P426	P426.0044			DEF431331	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0045			DEF431332	Denied in full
P426	P426.0046			DEF431333	Denied in full
P426	P426.0047			DEF431334	Denied in full
P426	P426.0048			DEF431335	Denied in full
P426	P426.0049			DEF431336	Denied in full
P426	P426.0050			DEF431337	Denied in full
P426	P426.0051			DEF431338	Denied in full
P426	P426.0052			DEF431339	Denied in full
P426	P426.0053			DEF431340	Denied in full
P426	P426.0054			DEF431341	Denied in full
P426	P426.0055			DEF431342	Denied in full
P426	P426.0056			DEF431343	Denied in full
P426	P426.0057			DEF431344	Denied in full
P426	P426.0058			DEF431345	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0059			DEF431346	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0060			DEF431347	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0061			DEF431348	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0062			DEF431349	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0063			DEF431350	Denied in full
P426	P426.0064			DEF431351	Denied in full

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P426	P426.0065			DEF431352	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0066			DEF431353	Denied in full
P426	P426.0067			DEF431354	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0068			DEF431355	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0069			DEF431356	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0070			DEF431357	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0071			DEF431358	Denied in full
P426	P426.0072			DEF431359	Denied in full
P426	P426.0073			DEF431360	Denied in full
P426	P426.0074			DEF431361	Denied in full
P426	P426.0075			DEF431362	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0076			DEF431363	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0077			DEF431364	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0078			DEF431365	Denied in full
P426	P426.0079			DEF431366	Denied in full
P426	P426.0080			DEF431367	Denied in full
P426	P426.0081			DEF431368	Denied in full
P426	P426.0082			DEF431369	Denied in full
P426	P426.0083			DEF431370	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0084			DEF431371	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0085			DEF431372	Denied in full
P426	P426.0086			DEF431373	Denied in full
P426	P426.0087			DEF431374	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P426	P426.0088			DEF431375	Denied in full
P426	P426.0089			DEF431376	Denied in full
P426	P426.0090			DEF431377	Denied in full
P426	P426.0091			DEF431378	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0092			DEF431379	Denied in full
P426	P426.0093			DEF431380	Denied in full
P426	P426.0094			DEF431381	Denied in full
P426	P426.0095			DEF431382	Denied in full
P426	P426.0096			DEF431383	Denied in full
P426	P426.0097			DEF431384	Denied in full
P426	P426.0098			DEF431385	Denied in full
P426	P426.0099			DEF431386	Denied in full
P426	P426.0100			DEF431387	Denied in full
P426	P426.0101			DEF431388	Denied in full
P426	P426.0102			DEF431389	Denied in full
P426	P426.0103			DEF431390	Denied in full
P426	P426.0104			DEF431391	Denied in full
P426	P426.0105			DEF431392	Denied in full
P426	P426.0106			DEF431393	Denied in full
P426	P426.0107			DEF431394	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0108			DEF431395	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0109			DEF431396	Denied in full
P426	P426.0110			DEF431397	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0111			DEF431398	Denied in full
P426	P426.0112			DEF431399	Denied in full
P426	P426.0113			DEF431400	Denied in full
P426	P426.0114			DEF431401	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P426	P426.0115			DEF431402	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0116			DEF431403	Motion Denied, except with respect to state or other geographic place names; provider names.
P426	P426.0117			DEF431404	Denied in full
P426	P426.0118			DEF431405	Motion Denied, except with respect to state or other geographic place names.
P426	P426.0119			DEF431406	Denied in full
P440	P440.0001	DEF104009	DEF104012	DEF104009	Granted
P440	P440.0002			DEF104010	Page not subject to motion
P440	P440.0003			DEF104011	Granted
P440	P440.0004			DEF104012	Granted
P444 Redacted	P444.Redacted.0001	DEF223961	DEF223965	DEF223961	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P444 Redacted	P444.Redacted.0002			DEF223962	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P444 Redacted	P444.Redacted.0003			DEF223963	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P444 Redacted	P444.Redacted.0004			DEF223964	Motion Denied, except with respect to certain sensitive financial figures; protected health information (PHI) and/or personally identifiable information (PII).
P444 Redacted	P444.Redacted.0005			DEF223965	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
P447	P447.0001	DEF109030	DEF109056	DEF109030	Page not subject to motion
P447	P447.0002			DEF109031	Denied in full
P447	P447.0003			DEF109032	Denied in full because page was published to Jury.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P447	P447.0004			DEF109033	Motion Denied, except with respect to certain sensitive financial figures.
P447	P447.0005			DEF109034	Denied in full
P447	P447.0006			DEF109035	Denied in full because page was published to Jury.
P447	P447.0007			DEF109036	Granted
P447	P447.0008			DEF109037	Granted
P447	P447.0009			DEF109038	Denied in full
P447	P447.0010			DEF109039	Granted
P447	P447.0011			DEF109040	Denied in full
P447	P447.0012			DEF109041	Granted
P447	P447.0013			DEF109042	Granted
P447	P447.0014			DEF109043	Granted
P447	P447.0015			DEF109044	Granted
P447	P447.0016			DEF109045	Denied in full
P447	P447.0017			DEF109046	Motion Denied, except with respect to certain sensitive financial figures; forward-looking financial projections and/or analysis.
P447	P447.0018			DEF109047	Motion Denied, except with respect to certain sensitive financial figures; benchmarking rates and/or percentages.
P447	P447.0019			DEF109048	Denied in full
P447	P447.0020			DEF109049	Denied in full
P447	P447.0021			DEF109050	Denied in full
P447	P447.0022			DEF109051	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P447	P447.0023			DEF109052	Denied in full
P447	P447.0024			DEF109053	Motion Denied, except with respect to state or other geographic place names.
P447	P447.0025			DEF109054	Denied in full
P447	P447.0026			DEF109055	Motion Denied, except with respect to certain sensitive financial figures.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P447	P447.0027			DEF109056	Granted
P450	P450.0001	DEF098577		DEF098577	Denied in full because page was published to Jury.
P450	P450.0002			DEF098578	Denied in full
P455	P455.0001	DEF103601		DEF103601	Denied in full because page was published to Jury.
P455	P455.0002			DEF103602	Motion Denied, except with respect to state or other geographic place names.
P455	P455.0003			DEF103603	Denied in full because page was published to Jury.
P462	P462.0001	DEF430325	DEF430358	DEF430325	Page not subject to motion
P462	P462.0002			DEF430326	Denied in full
P462	P462.0003			DEF430327	Motion Denied, except with respect to certain sensitive financial figures; forward-looking market analysis.
P462	P462.0004			DEF430328	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P462	P462.0005			DEF430329	Motion Denied, except with respect to forward-looking market analysis.
P462	P462.0006			DEF430330	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P462	P462.0007			DEF430331	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis; mergers & acquisitions targets.
P462	P462.0008			DEF430332	Granted
P462	P462.0009			DEF430333	Granted
P462	P462.0010			DEF430334	Granted
P462	P462.0011			DEF430335	Motion Denied, except with respect to forward-looking financial projections and/or analysis; forward-looking market analysis.
P462	P462.0012			DEF430336	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P462	P462.0013			DEF430337	Motion Denied, except with respect to forward-looking market analysis.
P462	P462.0014			DEF430338	Granted
P462	P462.0015			DEF430339	Granted
P462	P462.0016			DEF430340	Granted
P462	P462.0017			DEF430341	Granted
P462	P462.0018			DEF430342	Motion Denied, except with respect to forward-looking market analysis.
P462	P462.0019			DEF430343	Motion Denied, except with respect to forward-looking market analysis.
P462	P462.0020			DEF430344	Denied in full
P462	P462.0021			DEF430345	Granted
P462	P462.0022			DEF430346	Motion Denied, except with respect to certain sensitive financial figures; forward-looking financial projections and/or analysis; forward-looking market analysis.
P462	P462.0023			DEF430347	Denied in full because page was published to Jury.
P462	P462.0024			DEF430348	Granted
P462	P462.0025			DEF430349	Granted
P462	P462.0026			DEF430350	Denied in full because page was published to Jury.
P462	P462.0027			DEF430351	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures; forward-looking financial projections and/or analysis.
P462	P462.0028			DEF430352	Granted
P462	P462.0029			DEF430353	Granted
P462	P462.0030			DEF430354	Granted
P462	P462.0031			DEF430355	Granted
P462	P462.0032			DEF430356	Motion Denied, except with respect to forward-looking financial projections and/or analysis; forward-looking market analysis.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P462	P462.0033			DEF430357	Granted
P462	P462.0034			DEF430358	Granted
P464	P464.0001	DEF297470	DEF297470	DEF297470	Denied in full
P464	P464.0002	Doc produced natively		DEF297470	Denied in full
P464	P464.0003			DEF297470	Denied in full
P464	P464.0004			DEF297470	Page not subject to motion
P464	P464.0005			DEF297470	Motion Denied, except with respect to benchmarking rates and/or percentages.
P464	P464.0006			DEF297470	Granted
P464	P464.0007			DEF297470	Page not subject to motion
P464	P464.0008			DEF297470	Page not subject to motion
P464	P464.0009			DEF297470	Page not subject to motion
P464	P464.0010			DEF297470	Motion Denied, except with respect to benchmarking rates and/or percentages.
P464	P464.0011			DEF297470	Page not subject to motion
P471	P471.0001	DEF528277	DEF528289	DEF528277	Page not subject to motion
P471	P471.0002			DEF528278	Motion Denied, except with respect to state or other geographic place names.
P471	P471.0003			DEF528279	Page not subject to motion
P471	P471.0004			DEF528280	Motion Denied, except with respect to analysis of market strategy/trends.
P471	P471.0005			DEF528281	Motion Denied, except with respect to state or other geographic place names.
P471	P471.0006			DEF528282	Motion Denied, except with respect to state or other geographic place names.
P471	P471.0007			DEF528283	Motion Denied, except with respect to state or other geographic place names.
P471	P471.0008			DEF528284	Motion Denied, except with respect to State or other geographic place names; certain sensitive financial figures.
P471	P471.0009			DEF528285	Motion Denied, except with respect to state or other geographic place names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P471	P471.0010			DEF528286	Denied in full
P471	P471.0011			DEF528287	Granted
P471	P471.0012			DEF528288	Granted
P471	P471.0013			DEF528289	Motion Denied, except with respect to State or other geographic place names; certain sensitive financial figures.
P472	P472.0001	DEF252401	DEF252401	DEF252401	Motion Denied, except with respect to United customer names.
P473 New	P473_NEW	FESM020911	FESM020911	FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0001	FESM020911	FESM020911	FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0002	Imaged version of natively produced doc.		FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0003			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0004			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0005			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P473 Redacted	P473.Redacted d.0006			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0007			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0008			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0009			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0010			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0011			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0012			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0013			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P473 Redacted	P473.Redacted.d.0014			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0015			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0016			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0017			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0018			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0019			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0020			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0021			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P473 Redacted	P473.Redacted d.0022			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0023			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0024			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0025			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0026			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0027			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0028			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0029			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P473 Redacted	P473.Redacted d.0030			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0031			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0032			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0033			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0034			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0035			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0036			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0037			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P473 Redacted	P473.Redacted d.0038			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0039			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0040			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0041			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0042			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0043			FESM020911	Motion Denied, except with respect to state or other geographic place names; mergers & acquisitions targets.
P473 Redacted	P473.Redacted d.0044			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0045			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0046			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0047			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0048			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0049			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0050			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0051			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0052			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0053			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0054			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0055			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0056			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0057			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0058			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0059			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0060			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0061			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0062			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0063			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0064			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0065			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0066			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0067			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0068			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0069			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0070			FESM020911	Motion Denied, except with respect to United customer names; protected health information

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0071			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0072			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0073			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0074			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0075			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0076			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0077			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0078			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0079			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0080			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0081			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0082			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0083			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0084			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0085			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.0086			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0087			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0088			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0089			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0090			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0091			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0092			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0093			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0094			FESM020911	Motion Denied, except with respect to United customer names; protected health information

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0095			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0096			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0097			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0098			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0099			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0100			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0101			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0102			FESM020911	Motion Denied, except with respect to United customer names; protected health information

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0103			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0104			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0105			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0106			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0107			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0108			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0109			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted.d.0110			FESM020911	Motion Denied, except with respect to United customer names; protected health information

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					(PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0111			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0112			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0113			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P473 Redacted	P473.Redacted d.0114			FESM020911	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
P476	P476.0001	DEF253084	DEF253104	DEF253084	Granted
P476	P476.0002			DEF253085	Page not subject to motion
P476	P476.0003			DEF253086	Motion Denied, except with respect to analysis of market strategy/trends .
P476	P476.0004			DEF253087	Denied in full
P476	P476.0005			DEF253088	Motion Denied, except with respect to forward-looking financial projections and/or analysis.
P476	P476.0006			DEF253089	Page not subject to motion
P476	P476.0007			DEF253090	Denied in full
P476	P476.0008			DEF253091	Motion Denied, except with respect to United customer names.
P476	P476.0009			DEF253092	Motion Denied, except with respect to state or other geographic place names.
P476	P476.0010			DEF253093	Motion Denied, except with respect to state or other geographic place names; certain sensitive

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
					financial figures; benchmarking rates and/or percentages.
P476	P476.0011			DEF253094	Motion Denied, except with respect to state or other geographic place names.
P476	P476.0012			DEF253095	Motion Denied, except with respect to state or other geographic place names; forward-looking market analysis.
P476	P476.0013			DEF253096	Motion Denied, except with respect to analysis of market strategy/trends .
P476	P476.0014			DEF253097	Motion Denied, except with respect to certain sensitive financial figures; benchmarking rates and/or percentages.
P476	P476.0015			DEF253098	Motion Denied, except with respect to state or other geographic place names; certain sensitive financial figures.
P476	P476.0016			DEF253099	Granted
P476	P476.0017			DEF253100	Granted
P476	P476.0018			DEF253101	Denied in full
P476	P476.0019			DEF253102	Motion Denied, except with respect to benchmarking rates and/or percentages.
P476	P476.0020			DEF253103	Denied in full
P476	P476.0021			DEF253104	Motion Denied, except with respect to certain sensitive financial figures.
P477	P477.0001	DEF251704	DEF251704	DEF251704	Page not subject to motion
P477	P477.0002	Doc produced natively		DEF251704	Motion Denied, except with respect to benchmarking rates and/or percentages.
P477	P477.0003			DEF251704	Motion Denied, except with respect to benchmarking rates and/or percentages.
P477	P477.0004			DEF251704	Granted
P477	P477.0005			DEF251704	Granted
P483	P483.0001	DEF282047	DEF282047	DEF282047	Page not subject to motion
P483	P483.0002	Doc produced natively		DEF282047	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
P483	P483.0003			DEF282047	Page not subject to motion
P483	P483.0004			DEF282047	Denied in full
P483	P483.0005			DEF282047	Granted
P483	P483.0006			DEF282047	Page not subject to motion
P483	P483.0007			DEF282047	Page not subject to motion
P483	P483.0008			DEF282047	Denied in full
P483	P483.0009			DEF282047	Denied in full
P509	P509.0001	DEF421932	DEF421944	DEF421932	Page not subject to motion
P509	P509.0002			DEF421933	Denied in full
P509	P509.0003			DEF421934	Denied in full because page was published to Jury.
P509	P509.0004			DEF421935	Motion Denied, except with respect to state or other geographic place names.
P509	P509.0005			DEF421936	Denied in full
P509	P509.0006			DEF421937	Page not subject to motion
P509	P509.0007			DEF421938	Denied in full
P509	P509.0008			DEF421939	Motion Denied, except with respect to state or other geographic place names.
P509	P509.0009			DEF421940	Denied in full
P509	P509.0010			DEF421941	Denied in full
P509	P509.0011			DEF421942	Motion Denied, except with respect to state or other geographic place names.
P509	P509.0012			DEF421943	Denied in full
P509	P509.0013			DEF421944	Denied in full
P512	P512.0001	No Bates assigned		No Bates assigned	Denied in full
1001	1001_001	No Bates assigned		No Bates assigned	Page not subject to motion
1001	1001_002			No Bates assigned	Denied in full
1001	1001_003			No Bates assigned	Denied in full
1001	1001_004			No Bates assigned	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
1001	1001_005			No Bates assigned	Denied in full because page was published to Jury.
1001	1001_006			No Bates assigned	Denied in full
1001	1001_007			No Bates assigned	Denied in full
1001	1001_008			No Bates assigned	Granted
1001	1001_009			No Bates assigned	Granted
1001	1001_010			No Bates assigned	Denied in full
1001	1001_011			No Bates assigned	Denied in full
1001	1001_012			No Bates assigned	Denied in full
1001	1001_013			No Bates assigned	Denied in full
1001	1001_014			No Bates assigned	Denied in full
1001	1001_015			No Bates assigned	Granted
1001	1001_016			No Bates assigned	Denied in full
1001	1001_017			No Bates assigned	Granted
1001	1001_018			No Bates assigned	Granted
1001	1001_019			No Bates assigned	Granted
1001	1001_020			No Bates assigned	Granted
1001	1001_021			No Bates assigned	Granted
1001	1001_022			No Bates assigned	Granted
1001	1001_023			No Bates assigned	Granted
1001	1001_024			No Bates assigned	Granted
1001	1001_025			No Bates assigned	Granted
1001	1001_026			No Bates assigned	Granted
1001	1001_027			No Bates assigned	Granted
1001	1001_028			No Bates assigned	Motion Denied, except with respect to certain sensitive financial figures.
1001	1001_029			No Bates assigned	Denied in full
1001	1001_030			No Bates assigned	Granted
1001	1001_031			No Bates assigned	Granted
1001	1001_032			No Bates assigned	Granted
1001	1001_033			No Bates assigned	Granted
1001	1001_034			No Bates assigned	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
1001	1001 035			No Bates assigned	Granted
1001	1001 036			No Bates assigned	Granted
1001	1001 037			No Bates assigned	Granted
1001	1001 038			No Bates assigned	Granted
1001	1001 039			No Bates assigned	Granted
1001	1001 040			No Bates assigned	Granted
4002	4002	UNITED-DEF-0003558 (Doc produced natively)	UNITED-DEF-0003558	UNITED-DEF-0003558	Motion Denied, except with respect to protected health information (PHI) and/or personally identifiable information (PII).
4003	4003	UNITED-DEF-0003559 (Doc produced natively)	UNITED-DEF-0003559	UNITED-DEF-0003559	Granted
4005	4005	UNITED-DEF-0003561 (Doc produced natively)	UNITED-DEF-0003561	UNITED-DEF-0003561	Motion Denied, except with respect to state or other geographic place names; protected health information (PHI) and/or personally identifiable information (PII).
4006	4006	UNITED-DEF-0003562 (Doc produced natively)	UNITED-DEF-0003562	UNITED-DEF-0003562	Motion Denied, except with respect to United customer names; protected health information (PHI) and/or personally identifiable information (PII).
4048	4048 - 000001	DEF000855	DEF000900	DEF000855	Page not subject to motion
4048	4048 - 000002			DEF000856	Page not subject to motion
4048	4048 - 000003			DEF000857	Page not subject to motion
4048	4048 - 000004			DEF000858	Page not subject to motion
4048	4048 - 000005			DEF000859	Page not subject to motion
4048	4048 - 000006			DEF000860	Page not subject to motion
4048	4048 - 000007			DEF000861	Page not subject to motion
4048	4048 - 000008			DEF000862	Page not subject to motion
4048	4048 - 000009			DEF000863	Page not subject to motion
4048	4048 - 000010			DEF000864	Page not subject to motion
4048	4048 - 000011			DEF000865	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
4048	4048 - 000012			DEF000866	Page not subject to motion
4048	4048 - 000013			DEF000867	Page not subject to motion
4048	4048 - 000014			DEF000868	Page not subject to motion
4048	4048 - 000015			DEF000869	Page not subject to motion
4048	4048 - 000016			DEF000870	Page not subject to motion
4048	4048 - 000017			DEF000871	Page not subject to motion
4048	4048 - 000018			DEF000872	Page not subject to motion
4048	4048 - 000019			DEF000873	Page not subject to motion
4048	4048 - 000020			DEF000874	Page not subject to motion
4048	4048 - 000021			DEF000875	Denied in full
4048	4048 - 000022			DEF000876	Page not subject to motion
4048	4048 - 000023			DEF000877	Page not subject to motion
4048	4048 - 000024			DEF000878	Page not subject to motion
4048	4048 - 000025			DEF000879	Page not subject to motion
4048	4048 - 000026			DEF000880	Page not subject to motion
4048	4048 - 000027			DEF000881	Page not subject to motion
4048	4048 - 000028			DEF000882	Page not subject to motion
4048	4048 - 000029			DEF000883	Page not subject to motion
4048	4048 - 000030			DEF000884	Denied in full
4048	4048 - 000031			DEF000885	Page not subject to motion
4048	4048 - 000032			DEF000886	Page not subject to motion
4048	4048 - 000033			DEF000887	Page not subject to motion
4048	4048 - 000034			DEF000888	Page not subject to motion
4048	4048 - 000035			DEF000889	Page not subject to motion
4048	4048 - 000036			DEF000890	Page not subject to motion
4048	4048 - 000037			DEF000891	Page not subject to motion
4048	4048 - 000038			DEF000892	Page not subject to motion
4048	4048 - 000039			DEF000893	Page not subject to motion
4048	4048 - 000040			DEF000894	Page not subject to motion
4048	4048 - 000041			DEF000895	Page not subject to motion
4048	4048 - 000042			DEF000896	Page not subject to motion
4048	4048 - 000043			DEF000897	Denied in full

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
4048	4048 - 000044			DEF000898	Page not subject to motion
4048	4048 - 000045			DEF000899	Page not subject to motion
4048	4048 - 000046			DEF000900	Page not subject to motion
4166	4166	DEF045754 (Doc produced natively)	DEF045754	DEF045754	Denied in full
4168	4168	DEF045755 (Doc produced natively)	DEF045755	DEF045755	Denied in full
4455	4455	DEF109396 (Doc produced natively)	DEF109396	DEF109396	Denied in full
4457	4457	DEF109398 (Doc produced natively)	DEF109398	DEF109398	Denied in full
4478	4478 - 000001	DEF251669	DEF251669	DEF251669	Page not subject to motion
4478	4478 - 000002			DEF251669	Page not subject to motion
4478	4478 - 000003			DEF251669	Granted
4478	4478 - 000004			DEF251669	Page not subject to motion
4478	4478 - 000005			DEF251669	Denied in full
4478	4478 - 000006			DEF251669	Granted
4478	4478 - 000007			DEF251669	Page not subject to motion
4478	4478 - 000008			DEF251669	Page not subject to motion
4478	4478 - 000009			DEF251669	Granted
4478	4478 - 000010			DEF251669	Page not subject to motion
4478	4478 - 000011			DEF251669	Page not subject to motion
4478	4478 - 000012			DEF251669	Page not subject to motion
4478	4478 - 000013			DEF251669	Page not subject to motion
4478	4478 - 000014			DEF251669	Page not subject to motion
4569	4569 - 000001	DEF298509	DEF298511	DEF298509	Denied in full
4569	4569 - 000002			DEF298510	Denied in full
4569	4569 - 000003			DEF298511	Page not subject to motion

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
4570	4570	DEF298680	DEF298680	DEF298680	
4573	4573 - 000001	DEF299508	DEF299508	DEF299508	Page not subject to motion
4573	4573 - 000002			DEF299508	Page not subject to motion
4573	4573 - 000003			DEF299508	Denied in full
4573	4573 - 000004			DEF299508	Denied in full
4573	4573 - 000005			DEF299508	Denied in full
4573	4573 - 000006			DEF299508	Denied in full
4573	4573 - 000007			DEF299508	Denied in full
4573	4573 - 000008			DEF299508	Denied in full
4573	4573 - 000009			DEF299508	Denied in full
4573	4573 - 000010			DEF299508	Denied in full
4573	4573 - 000011			DEF299508	Motion Denied, except with respect to state or other geographic place names.
4573	4573 - 000012			DEF299508	Denied in full
4573	4573 - 000013			DEF299508	Page not subject to motion
4573	4573 - 000014			DEF299508	Page not subject to motion
4774	4774	FESM001548	FESM001548	FESM001548	Denied in full
5322	5322	No Bates assigned		No Bates assigned	Denied in full
5499	5499 - 000001	LOVES001	LOVES182	LOVES001	Granted
5499	5499 - 000002			LOVES002	Granted
5499	5499 - 000003			LOVES003	Granted
5499	5499 - 000004			LOVES004	Granted
5499	5499 - 000005			LOVES005	Granted
5499	5499 - 000006			LOVES006	Granted
5499	5499 - 000007			LOVES007	Granted
5499	5499 - 000008			LOVES008	Granted
5499	5499 - 000009			LOVES009	Granted
5499	5499 - 000010			LOVES010	Granted
5499	5499 - 000011			LOVES011	Granted
5499	5499 - 000012			LOVES012	Granted
5499	5499 - 000013			LOVES013	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000014			LOVES014	Granted
5499	5499 - 000015			LOVES015	Granted
5499	5499 - 000016			LOVES016	Granted
5499	5499 - 000017			LOVES017	Granted
5499	5499 - 000018			LOVES018	Granted
5499	5499 - 000019			LOVES019	Granted
5499	5499 - 000020			LOVES020	Granted
5499	5499 - 000021			LOVES021	Granted
5499	5499 - 000022			LOVES022	Granted
5499	5499 - 000023			LOVES023	Granted
5499	5499 - 000024			LOVES024	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000025			LOVES025	Granted
5499	5499 - 000026			LOVES026	Granted
5499	5499 - 000027			LOVES027	Granted
5499	5499 - 000028			LOVES028	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000029			LOVES029	Granted
5499	5499 - 000030			LOVES030	Granted
5499	5499 - 000031			LOVES031	Granted
5499	5499 - 000032			LOVES032	Granted
5499	5499 - 000033			LOVES033	Granted
5499	5499 - 000034			LOVES034	Granted
5499	5499 - 000035			LOVES035	Granted
5499	5499 - 000036			LOVES036	Granted
5499	5499 - 000037			LOVES037	Granted
5499	5499 - 000038			LOVES038	Granted
5499	5499 - 000039			LOVES039	Granted
5499	5499 - 000040			LOVES040	Granted
5499	5499 - 000041			LOVES041	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000042			LOVES042	Granted
5499	5499 - 000043			LOVES043	Granted
5499	5499 - 000044			LOVES044	Granted
5499	5499 - 000045			LOVES045	Granted
5499	5499 - 000046			LOVES046	Granted
5499	5499 - 000047			LOVES047	Granted
5499	5499 - 000048			LOVES048	Granted
5499	5499 - 000049			LOVES049	Granted
5499	5499 - 000050			LOVES050	Granted
5499	5499 - 000051			LOVES051	Granted
5499	5499 - 000052			LOVES052	Granted
5499	5499 - 000053			LOVES053	Granted
5499	5499 - 000054			LOVES054	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000055			LOVES055	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000056			LOVES056	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000057			LOVES057	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000058			LOVES058	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000059			LOVES059	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000060			LOVES060	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000061			LOVES061	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000062			LOVES062	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000063			LOVES063	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000064			LOVES064	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000065			LOVES065	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000066			LOVES066	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000067			LOVES067	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000068			LOVES068	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000069			LOVES069	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000070			LOVES070	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000071			LOVES071	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000072			LOVES072	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000073			LOVES073	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000074			LOVES074	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000075			LOVES075	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000076			LOVES076	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000077			LOVES077	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000078			LOVES078	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000079			LOVES079	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000080			LOVES080	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000081			LOVES081	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000082			LOVES082	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000083			LOVES083	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000084			LOVES084	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000085			LOVES085	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000086			LOVES086	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000087			LOVES087	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000088			LOVES088	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000089			LOVES089	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000090			LOVES090	Granted
5499	5499 - 000091			LOVES091	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000092			LOVES092	Granted
5499	5499 - 000093			LOVES093	Granted
5499	5499 - 000094			LOVES094	Granted
5499	5499 - 000095			LOVES095	Granted
5499	5499 - 000096			LOVES096	Granted
5499	5499 - 000097			LOVES097	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000098			LOVES098	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000099			LOVES099	Granted
5499	5499 - 000100			LOVES100	Granted
5499	5499 - 000101			LOVES101	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000102			LOVES102	Granted
5499	5499 - 000103			LOVES103	Granted
5499	5499 - 000104			LOVES104	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000105			LOVES105	Granted
5499	5499 - 000106			LOVES106	Granted
5499	5499 - 000107			LOVES107	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000108			LOVES108	Granted
5499	5499 - 000109			LOVES109	Granted
5499	5499 - 000110			LOVES110	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000111			LOVES111	Granted
5499	5499 - 000112			LOVES112	Granted
5499	5499 - 000113			LOVES113	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000114			LOVES114	Granted
5499	5499 - 000115			LOVES115	Granted
5499	5499 - 000116			LOVES116	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000117			LOVES117	Granted
5499	5499 - 000118			LOVES118	Granted
5499	5499 - 000119			LOVES119	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000120			LOVES120	Granted
5499	5499 - 000121			LOVES121	Granted
5499	5499 - 000122			LOVES122	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000123			LOVES123	Granted
5499	5499 - 000124			LOVES124	Granted
5499	5499 - 000125			LOVES125	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000126			LOVES126	Granted
5499	5499 - 000127			LOVES127	Granted
5499	5499 - 000128			LOVES128	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000129			LOVES129	Granted
5499	5499 - 000130			LOVES130	Granted
5499	5499 - 000131			LOVES131	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000132			LOVES132	Granted
5499	5499 - 000133			LOVES133	Granted
5499	5499 - 000134			LOVES134	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000135			LOVES135	Granted
5499	5499 - 000136			LOVES136	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000137			LOVES137	Motion Denied, except with respect to benchmarking rates and/or percentages; United customer names.
5499	5499 - 000138			LOVES138	Granted
5499	5499 - 000139			LOVES139	Granted
5499	5499 - 000140			LOVES140	Granted
5499	5499 - 000141			LOVES141	Granted
5499	5499 - 000142			LOVES142	Granted
5499	5499 - 000143			LOVES143	Granted
5499	5499 - 000144			LOVES144	Granted
5499	5499 - 000145			LOVES145	Granted
5499	5499 - 000146			LOVES146	Granted
5499	5499 - 000147			LOVES147	Granted
5499	5499 - 000148			LOVES148	Granted
5499	5499 - 000149			LOVES149	Granted
5499	5499 - 000150			LOVES150	Granted
5499	5499 - 000151			LOVES151	Granted
5499	5499 - 000152			LOVES152	Granted
5499	5499 - 000153			LOVES153	Granted
5499	5499 - 000154			LOVES154	Granted
5499	5499 - 000155			LOVES155	Granted
5499	5499 - 000156			LOVES156	Granted
5499	5499 - 000157			LOVES157	Granted
5499	5499 - 000158			LOVES158	Granted
5499	5499 - 000159			LOVES159	Granted
5499	5499 - 000160			LOVES160	Granted
5499	5499 - 000161			LOVES161	Granted
5499	5499 - 000162			LOVES162	Granted
5499	5499 - 000163			LOVES163	Granted
5499	5499 - 000164			LOVES164	Granted
5499	5499 - 000165			LOVES165	Granted
5499	5499 - 000166			LOVES166	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5499	5499 - 000167			LOVES167	Granted
5499	5499 - 000168			LOVES168	Granted
5499	5499 - 000169			LOVES169	Granted
5499	5499 - 000170			LOVES170	Granted
5499	5499 - 000171			LOVES171	Granted
5499	5499 - 000172			LOVES172	Granted
5499	5499 - 000173			LOVES173	Granted
5499	5499 - 000174			LOVES174	Granted
5499	5499 - 000175			LOVES175	Granted
5499	5499 - 000176			LOVES176	Granted
5499	5499 - 000177			LOVES177	Granted
5499	5499 - 000178			LOVES178	Granted
5499	5499 - 000179			LOVES179	Granted
5499	5499 - 000180			LOVES180	Granted
5499	5499 - 000181			LOVES181	Granted
5499	5499 - 000182			LOVES182	Granted
5504	5504 - 000001	DEF268143	DEF268143	DEF268143	Motion Denied, except with respect to benchmarking rates and/or percentages.
5505	5505 - 000001	DEF251013	DEF251256	DEF251013	Page not subject to motion
5505	5505 - 000002			DEF251014	Page not subject to motion
5505	5505 - 000003			DEF251015	Granted
5505	5505 - 000004			DEF251016	Granted
5505	5505 - 000005			DEF251017	Page not subject to motion
5505	5505 - 000006			DEF251018	Granted
5505	5505 - 000007			DEF251019	Granted
5505	5505 - 000008			DEF251020	Granted
5505	5505 - 000009			DEF251021	Granted
5505	5505 - 000010			DEF251022	Granted
5505	5505 - 000011			DEF251023	Granted
5505	5505 - 000012			DEF251024	Granted
5505	5505 - 000013			DEF251025	Granted
5505	5505 - 000014			DEF251026	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000015			DEF251027	Granted
5505	5505 - 000016			DEF251028	Granted
5505	5505 - 000017			DEF251029	Granted
5505	5505 - 000018			DEF251030	Granted
5505	5505 - 000019			DEF251031	Granted
5505	5505 - 000020			DEF251032	Granted
5505	5505 - 000021			DEF251033	Granted
5505	5505 - 000022			DEF251034	Granted
5505	5505 - 000023			DEF251035	Granted
5505	5505 - 000024			DEF251036	Granted
5505	5505 - 000025			DEF251037	Granted
5505	5505 - 000026			DEF251038	Granted
5505	5505 - 000027			DEF251039	Granted
5505	5505 - 000028			DEF251040	Granted
5505	5505 - 000029			DEF251041	Granted
5505	5505 - 000030			DEF251042	Granted
5505	5505 - 000031			DEF251043	Granted
5505	5505 - 000032			DEF251044	Granted
5505	5505 - 000033			DEF251045	Granted
5505	5505 - 000034			DEF251046	Granted
5505	5505 - 000035			DEF251047	Granted
5505	5505 - 000036			DEF251048	Granted
5505	5505 - 000037			DEF251049	Granted
5505	5505 - 000038			DEF251050	Granted
5505	5505 - 000039			DEF251051	Granted
5505	5505 - 000040			DEF251052	Granted
5505	5505 - 000041			DEF251053	Granted
5505	5505 - 000042			DEF251054	Granted
5505	5505 - 000043			DEF251055	Granted
5505	5505 - 000044			DEF251056	Granted
5505	5505 - 000045			DEF251057	Granted
5505	5505 - 000046			DEF251058	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000047			DEF251059	Granted
5505	5505 - 000048			DEF251060	Granted
5505	5505 - 000049			DEF251061	Granted
5505	5505 - 000050			DEF251062	Granted
5505	5505 - 000051			DEF251063	Granted
5505	5505 - 000052			DEF251064	Granted
5505	5505 - 000053			DEF251065	Granted
5505	5505 - 000054			DEF251066	Granted
5505	5505 - 000055			DEF251067	Denied in full
5505	5505 - 000056			DEF251068	Granted
5505	5505 - 000057			DEF251069	Granted
5505	5505 - 000058			DEF251070	Granted
5505	5505 - 000059			DEF251071	Granted
5505	5505 - 000060			DEF251072	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
5505	5505 - 000061			DEF251073	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
5505	5505 - 000062			DEF251074	Granted
5505	5505 - 000063			DEF251075	Granted
5505	5505 - 000064			DEF251076	Granted
5505	5505 - 000065			DEF251077	Granted
5505	5505 - 000066			DEF251078	Granted
5505	5505 - 000067			DEF251079	Granted
5505	5505 - 000068			DEF251080	Granted
5505	5505 - 000069			DEF251081	Granted
5505	5505 - 000070			DEF251082	Granted
5505	5505 - 000071			DEF251083	Granted
5505	5505 - 000072			DEF251084	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000073			DEF251085	Granted
5505	5505 - 000074			DEF251086	Granted
5505	5505 - 000075			DEF251087	Granted
5505	5505 - 000076			DEF251088	Granted
5505	5505 - 000077			DEF251089	Granted
5505	5505 - 000078			DEF251090	Granted
5505	5505 - 000079			DEF251091	Granted
5505	5505 - 000080			DEF251092	Granted
5505	5505 - 000081			DEF251093	Granted
5505	5505 - 000082			DEF251094	Page not subject to motion
5505	5505 - 000083			DEF251095	Granted
5505	5505 - 000084			DEF251096	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis; mergers & acquisitions targets.
5505	5505 - 000085			DEF251097	Granted
5505	5505 - 000086			DEF251098	Granted
5505	5505 - 000087			DEF251099	Granted
5505	5505 - 000088			DEF251100	Granted
5505	5505 - 000089			DEF251101	Granted
5505	5505 - 000090			DEF251102	Granted
5505	5505 - 000091			DEF251103	Granted
5505	5505 - 000092			DEF251104	Granted
5505	5505 - 000093			DEF251105	Granted
5505	5505 - 000094			DEF251106	Granted
5505	5505 - 000095			DEF251107	Granted
5505	5505 - 000096			DEF251108	Granted
5505	5505 - 000097			DEF251109	Granted
5505	5505 - 000098			DEF251110	Granted
5505	5505 - 000099			DEF251111	Granted
5505	5505 - 000100			DEF251112	Granted
5505	5505 - 000101			DEF251113	Granted

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Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000102			DEF251114	Granted
5505	5505 - 000103			DEF251115	Granted
5505	5505 - 000104			DEF251116	Granted
5505	5505 - 000105			DEF251117	Granted
5505	5505 - 000106			DEF251118	Granted
5505	5505 - 000107			DEF251119	Motion Denied, except with respect to state or other geographic place names; United customer names; forward-looking financial projections and/or analysis; forward-looking market analysis.
5505	5505 - 000108			DEF251120	Granted
5505	5505 - 000109			DEF251121	Granted
5505	5505 - 000110			DEF251122	Granted
5505	5505 - 000111			DEF251123	Granted
5505	5505 - 000112			DEF251124	Granted
5505	5505 - 000113			DEF251125	Granted
5505	5505 - 000114			DEF251126	Granted
5505	5505 - 000115			DEF251127	Granted
5505	5505 - 000116			DEF251128	Granted
5505	5505 - 000117			DEF251129	Granted
5505	5505 - 000118			DEF251130	Granted
5505	5505 - 000119			DEF251131	Granted
5505	5505 - 000120			DEF251132	Granted
5505	5505 - 000121			DEF251133	Granted
5505	5505 - 000122			DEF251134	Granted
5505	5505 - 000123			DEF251135	Granted
5505	5505 - 000124			DEF251136	Granted
5505	5505 - 000125			DEF251137	Motion Denied, except with respect to state or other geographic place names.
5505	5505 - 000126			DEF251138	Granted
5505	5505 - 000127			DEF251139	Granted
5505	5505 - 000128			DEF251140	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000129			DEF251141	Granted
5505	5505 - 000130			DEF251142	Granted
5505	5505 - 000131			DEF251143	Granted
5505	5505 - 000132			DEF251144	Granted
5505	5505 - 000133			DEF251145	Granted
5505	5505 - 000134			DEF251146	Granted
5505	5505 - 000135			DEF251147	Motion Denied, except with respect to United customer names.
5505	5505 - 000136			DEF251148	Granted
5505	5505 - 000137			DEF251149	Granted
5505	5505 - 000138			DEF251150	Granted
5505	5505 - 000139			DEF251151	Granted
5505	5505 - 000140			DEF251152	Granted
5505	5505 - 000141			DEF251153	Granted
5505	5505 - 000142			DEF251154	Granted
5505	5505 - 000143			DEF251155	Granted
5505	5505 - 000144			DEF251156	Granted
5505	5505 - 000145			DEF251157	Granted
5505	5505 - 000146			DEF251158	Page not subject to motion
5505	5505 - 000147			DEF251159	Granted
5505	5505 - 000148			DEF251160	Granted
5505	5505 - 000149			DEF251161	Granted
5505	5505 - 000150			DEF251162	Granted
5505	5505 - 000151			DEF251163	Granted
5505	5505 - 000152			DEF251164	Granted
5505	5505 - 000153			DEF251165	Granted
5505	5505 - 000154			DEF251166	Granted
5505	5505 - 000155			DEF251167	Granted
5505	5505 - 000156			DEF251168	Granted
5505	5505 - 000157			DEF251169	Granted
5505	5505 - 000158			DEF251170	Granted
5505	5505 - 000159			DEF251171	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000160			DEF251172	Granted
5505	5505 - 000161			DEF251173	Granted
5505	5505 - 000162			DEF251174	Granted
5505	5505 - 000163			DEF251175	Granted
5505	5505 - 000164			DEF251176	Granted
5505	5505 - 000165			DEF251177	Granted
5505	5505 - 000166			DEF251178	Granted
5505	5505 - 000167			DEF251179	Granted
5505	5505 - 000168			DEF251180	Granted
5505	5505 - 000169			DEF251181	Granted
5505	5505 - 000170			DEF251182	Granted
5505	5505 - 000171			DEF251183	Granted
5505	5505 - 000172			DEF251184	Granted
5505	5505 - 000173			DEF251185	Granted
5505	5505 - 000174			DEF251186	Granted
5505	5505 - 000175			DEF251187	Granted
5505	5505 - 000176			DEF251188	Granted
5505	5505 - 000177			DEF251189	Granted
5505	5505 - 000178			DEF251190	Granted
5505	5505 - 000179			DEF251191	Granted
5505	5505 - 000180			DEF251192	Granted
5505	5505 - 000181			DEF251193	Granted
5505	5505 - 000182			DEF251194	Granted
5505	5505 - 000183			DEF251195	Granted
5505	5505 - 000184			DEF251196	Granted
5505	5505 - 000185			DEF251197	Motion Denied, except with respect to state or other geographic place names.
5505	5505 - 000186			DEF251198	Motion Denied, except with respect to state or other geographic place names.
5505	5505 - 000187			DEF251199	Granted
5505	5505 - 000188			DEF251200	Granted
5505	5505 - 000189			DEF251201	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000190			DEF251202	Granted
5505	5505 - 000191			DEF251203	Page not subject to motion
5505	5505 - 000192			DEF251204	Motion Denied, except with respect to state or other geographic place names.
5505	5505 - 000193			DEF251205	Granted
5505	5505 - 000194			DEF251206	Motion Denied, except with respect to state or other geographic place names; benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
5505	5505 - 000195			DEF251207	Motion Denied, except with respect to state or other geographic place names; forward-looking financial projections and/or analysis.
5505	5505 - 000196			DEF251208	Granted
5505	5505 - 000197			DEF251209	Granted
5505	5505 - 000198			DEF251210	Motion Denied, except with respect to state or other geographic place names.
5505	5505 - 000199			DEF251211	Granted
5505	5505 - 000200			DEF251212	Granted
5505	5505 - 000201			DEF251213	Granted
5505	5505 - 000202			DEF251214	Granted
5505	5505 - 000203			DEF251215	Granted
5505	5505 - 000204			DEF251216	Granted
5505	5505 - 000205			DEF251217	Granted
5505	5505 - 000206			DEF251218	Granted
5505	5505 - 000207			DEF251219	Granted
5505	5505 - 000208			DEF251220	Granted
5505	5505 - 000209			DEF251221	Granted
5505	5505 - 000210			DEF251222	Granted
5505	5505 - 000211			DEF251223	Granted
5505	5505 - 000212			DEF251224	Granted
5505	5505 - 000213			DEF251225	Granted
5505	5505 - 000214			DEF251226	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000215			DEF251227	Granted
5505	5505 - 000216			DEF251228	Granted
5505	5505 - 000217			DEF251229	Granted
5505	5505 - 000218			DEF251230	Granted
5505	5505 - 000219			DEF251231	Granted
5505	5505 - 000220			DEF251232	Granted
5505	5505 - 000221			DEF251233	Granted
5505	5505 - 000222			DEF251234	Granted
5505	5505 - 000223			DEF251235	Granted
5505	5505 - 000224			DEF251236	Granted
5505	5505 - 000225			DEF251237	Granted
5505	5505 - 000226			DEF251238	Granted
5505	5505 - 000227			DEF251239	Granted
5505	5505 - 000228			DEF251240	Granted
5505	5505 - 000229			DEF251241	Granted
5505	5505 - 000230			DEF251242	Granted
5505	5505 - 000231			DEF251243	Granted
5505	5505 - 000232			DEF251244	Granted
5505	5505 - 000233			DEF251245	Granted
5505	5505 - 000234			DEF251246	Granted
5505	5505 - 000235			DEF251247	Granted
5505	5505 - 000236			DEF251248	Granted
5505	5505 - 000237			DEF251249	Granted
5505	5505 - 000238			DEF251250	Granted
5505	5505 - 000239			DEF251251	Granted
5505	5505 - 000240			DEF251252	Granted
5505	5505 - 000241			DEF251253	Granted
5505	5505 - 000242			DEF251254	Motion Denied, except with respect to benchmarking rates and/or percentages; forward-looking financial projections and/or analysis.
5505	5505 - 000243			DEF251255	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5505	5505 - 000244			DEF251256	Granted
5506	5506 - 000001	DEF280128	DEF280128	DEF280128	Denied in full
5507	5507 - 000001	DEF442598	DEF442666	DEF442598	Page not subject to motion
5507	5507 - 000002			DEF442599	Page not subject to motion
5507	5507 - 000003			DEF442600	Page not subject to motion
5507	5507 - 000004			DEF442601	Page not subject to motion
5507	5507 - 000005			DEF442602	Page not subject to motion
5507	5507 - 000006			DEF442603	Page not subject to motion
5507	5507 - 000007			DEF442604	Page not subject to motion
5507	5507 - 000008			DEF442605	Page not subject to motion
5507	5507 - 000009			DEF442606	Page not subject to motion
5507	5507 - 000010			DEF442607	Page not subject to motion
5507	5507 - 000011			DEF442608	Page not subject to motion
5507	5507 - 000012			DEF442609	Page not subject to motion
5507	5507 - 000013			DEF442610	Page not subject to motion
5507	5507 - 000014			DEF442611	Page not subject to motion
5507	5507 - 000015			DEF442612	Page not subject to motion
5507	5507 - 000016			DEF442613	Page not subject to motion
5507	5507 - 000017			DEF442614	Page not subject to motion
5507	5507 - 000018			DEF442615	Page not subject to motion
5507	5507 - 000019			DEF442616	Page not subject to motion
5507	5507 - 000020			DEF442617	Page not subject to motion
5507	5507 - 000021			DEF442618	Page not subject to motion
5507	5507 - 000022			DEF442619	Page not subject to motion
5507	5507 - 000023			DEF442620	Denied in full
5507	5507 - 000024			DEF442621	Denied in full
5507	5507 - 000025			DEF442622	Denied in full
5507	5507 - 000026			DEF442623	Denied in full
5507	5507 - 000027			DEF442624	Denied in full
5507	5507 - 000028			DEF442625	Page not subject to motion
5507	5507 - 000029			DEF442626	Motion Denied, except with respect to state or other geographic place names.

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5507	5507 - 000030			DEF442627	Page not subject to motion
5507	5507 - 000031			DEF442628	Granted
5507	5507 - 000032			DEF442629	Granted
5507	5507 - 000033			DEF442630	Page not subject to motion
5507	5507 - 000034			DEF442631	Granted
5507	5507 - 000035			DEF442632	Page not subject to motion
5507	5507 - 000036			DEF442633	Granted
5507	5507 - 000037			DEF442634	Granted
5507	5507 - 000038			DEF442635	Granted
5507	5507 - 000039			DEF442636	Granted
5507	5507 - 000040			DEF442637	Page not subject to motion
5507	5507 - 000041			DEF442638	Page not subject to motion
5507	5507 - 000042			DEF442639	Page not subject to motion
5507	5507 - 000043			DEF442640	Page not subject to motion
5507	5507 - 000044			DEF442641	Page not subject to motion
5507	5507 - 000045			DEF442642	Denied in full
5507	5507 - 000046			DEF442643	Page not subject to motion
5507	5507 - 000047			DEF442644	Page not subject to motion
5507	5507 - 000048			DEF442645	Page not subject to motion
5507	5507 - 000049			DEF442646	Page not subject to motion
5507	5507 - 000050			DEF442647	Granted
5507	5507 - 000051			DEF442648	Page not subject to motion
5507	5507 - 000052			DEF442649	Page not subject to motion
5507	5507 - 000053			DEF442650	Denied in full
5507	5507 - 000054			DEF442651	Granted
5507	5507 - 000055			DEF442652	Page not subject to motion
5507	5507 - 000056			DEF442653	Page not subject to motion
5507	5507 - 000057			DEF442654	Page not subject to motion
5507	5507 - 000058			DEF442655	Page not subject to motion
5507	5507 - 000059			DEF442656	Granted
5507	5507 - 000060			DEF442657	Granted
5507	5507 - 000061			DEF442658	Granted

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential Trial Exhibits

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on Motion
5507	5507 - 000062			DEF442659	Granted
5507	5507 - 000063			DEF442660	Granted
5507	5507 - 000064			DEF442661	Granted
5507	5507 - 000065			DEF442662	Granted
5507	5507 - 000066			DEF442663	Page not subject to motion
5507	5507 - 000067			DEF442664	Page not subject to motion
5507	5507 - 000068			DEF442665	Denied in full
5507	5507 - 000069			DEF442666	Page not subject to motion
5530	5530 - 000001	No Bates assigned		No Bates assigned	Denied in full

Helm, Jessica

From: Pat Lundvall <plundvall@mcdonaldcarano.com>
Sent: Friday, October 7, 2022 3:47 PM
To: Jason McManis
Cc: Helm, Jessica; Smith, Abraham; Phillips, Ellie; Fowler, Jeffrey; Kapolnai, Emily; Kelley, Cynthia
Subject: Re: UHC/Fremont sealing order

[EXTERNAL]

Approved.

Pat Lundvall | Partner

McDONALD CARANO

2300 West Sahara Avenue | Suite 1200
Las Vegas, NV 89102

100 West Liberty Street | Tenth Floor
Reno, NV 89501

P: 702.873.4100 | **D:** 702.257.4591

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On Oct 7, 2022, at 3:25 PM, Jason McManis <jmcmanis@azalaw.com> wrote:

Pat,

This has my approval, would you mind confirming per the below?

--

Jason McManis

AZA

1221 McKinney, Ste. 2500

Houston, TX 77010

713.600.4969

jmcmanis@azalaw.com

From: Helm, Jessica <JHelm@lewisroca.com>

Sent: Friday, October 7, 2022 5:23 PM

To: Jason McManis <jmcmanis@AZALAW.COM>; Smith, Abraham <ASmith@lewisroca.com>
Cc: Phillips, Ellie <ephillips@omm.com>; Fowler, Jeffrey <jfowler@omm.com>; Kapolnai, Emily
 <EKapolnai@lewisroca.com>; Kelley, Cynthia <CKelley@lewisroca.com>
Subject: RE: UHC/Fremont sealing order

Mr. McManis,

We are filing the appendix now and will fill in the docket numbers in footnote 1 of the order as soon as all the volumes have been filed. Could you please forward the approval of Ms. Lundvall (or that of another local attorney) approving use of her e-signature on the order? We'll need to attach that to the submission.

Thank you,
 Jessie

Jessica Helm
 Paralegal/ Litigation Support Project Manager

LEWIS ROCA

jhelm@lewisroca.com
 D. 702.949.8335

LEWIS  ROCA

From: Jason McManis <jmcmanis@AZALAW.COM>
Sent: Thursday, October 6, 2022 3:11 PM
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Cc: Phillips, Ellie <ephillips@omm.com>; Fowler, Jeffrey <jfowler@omm.com>; Kapolnai, Emily
 <EKapolnai@lewisroca.com>; Kelley, Cynthia <CKelley@lewisroca.com>; Helm, Jessica
 <JHelm@lewisroca.com>
Subject: Re: UHC/Fremont sealing order

[EXTERNAL]

These changes are ok with me.

--

Jason McManis
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 1221 McKinney, Ste. 2500
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From: Smith, Abraham <ASmith@lewisroca.com>
Sent: Thursday, October 6, 2022 4:30 PM
To: Jason McManis <jmcmanis@AZALAW.COM>
Cc: Phillips, Ellie <ephillips@omm.com>; Fowler, Jeffrey <jfowler@omm.com>; Kapolnai, Emily
 <EKapolnai@lewisroca.com>; Kelley, Cynthia <CKelley@lewisroca.com>; Helm, Jessica
 <JHelm@lewisroca.com>
Subject: RE: UHC/Fremont sealing order

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

United Healthcare Insurance
Company, Defendant(s)

CASE NO: A-19-792978-B

DEPT. NO. Department 27

AUTOMATED CERTIFICATE OF SERVICE

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

Service Date: 10/10/2022

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Errol KIng errol.King@phelps.com

EXHIBIT G

003398

003398

EXHIBIT G

NEOJ

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER
UNSEALING TRIAL TRANSCRIPTS
AND RESTORING PUBLIC ACCESS
TO DOCKET**

PLEASE TAKE NOTICE that an Order Unsealing Trial Transcripts and Restoring Public
Access to Docket was entered on October 10, 2022, a copy of which is attached hereto.

DATED this 10th day of October, 2022.

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CERTIFICATE OF SERVICE

I certify that on this 12th day of October, 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:

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER UNSEALING TRIAL
TRANSCRIPTS AND RESTORING
PUBLIC ACCESS TO DOCKET**

Hearing Date: October 5, 2022
Hearing Time: 11:00 a.m.

This matter came before the Court on October 5, 2022 on a Status Conference regarding
sealing issues.

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1 Pat Lundvall, McDonald Carano LLP; and Jason McManis, John Zavitsanos, and Jane
2 Robinson of Ahmad, Zavitsanos & Mensing, P.C., appeared on behalf the Plaintiffs.

3 Abraham Smith, Lewis Roca Rothgerber Christie LLP appeared on behalf of defendants
4 United Healthcare Insurance Company; United Health Care Services Inc., dba UnitedHealthcare;
5 UMR, Inc., dba United Medical Resources; Sierra Health And Life Insurance Company, Inc. and
6 Health Plan Of Nevada, Inc. (collectively "Defendants").

7 The Court, having considered the filings in the record and the arguments of counsel hereby
8 orders as follows:

- 9 1. No party has moved to seal any portion of the trial transcripts.
- 10 2. Accordingly, the Court finds that all trial transcripts shall be immediately unsealed.
- 11 3. Further, no party has requested that the entire case docket be sealed from public
12 access.
- 13 4. Accordingly, the Court finds that public access to the case docket, with the exception
14 of any document filed under seal and ordered to be sealed, shall be immediately restored.

15 **ORDER**

16 IT IS SO ORDERED.

17 Dated this 10th day of October, 2022

18 Nancy L Alf

19 26A A7E 290C C4E3
20 Nancy Alf
21 District Court Judge
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Submitted by:

McDONALD CARANO LLP

By: /s/ Jason McManis

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

United Healthcare Insurance
Company, Defendant(s)

CASE NO: A-19-792978-B

DEPT. NO. Department 27

AUTOMATED CERTIFICATE OF SERVICE

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

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EXHIBIT H

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS' RENEWED
MOTION FOR JUDGMENT AS A
MATTER OF LAW**

PLEASE TAKE NOTICE that an Order Denying Defendants' Renewed Motion for Judgment as a Matter of Law was entered on October 12, 2022, a copy of which is attached hereto.

DATED this 12th day of October, 2022.

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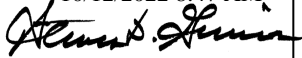
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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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'
RENEWED MOTION FOR JUDGMENT
AS A MATTER OF LAW**

Hearing Date: June 29, 2022
Hearing Time: 10:00 a.m.

This matter came before the Court on June 29, 2022 on defendants UnitedHealthcare Insurance Company ("UHIC"); United Health Care Services, Inc. ("UHS"); UMR, Inc.; Sierra

1 Health and Life Insurance Co., Inc. (“SHL”); and Health Plan of Nevada, Inc. (“HPN”)
2 (collectively, “Defendants” or “United”)’s Renewed Motion for Judgment as a Matter of Law
3 (the “Motion”). Patricia Lundvall, McDonald Carano LLP, and Jane Langdell Robinson, Joseph
4 Y. Ahmad, Kevin Leyendecker, and Jason McManis, Ahmad, Zavitsanos & Mensing, P.C.,
5 appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd. (“Fremont”);
6 Team Physicians of Nevada-Mandavia, P.C. (“Team Physicians”); and Crum, Stefanko and
7 Jones, Ltd. dba Ruby Crest Emergency Medicine (“Ruby Crest” and collectively the “Health Care
8 Providers”). Daniel Polsenberg, Lewis Roca Rothgerber Christie LLP, Colby Balkenbush,
9 Weinberg, Wheeler, Hudgins, Gunn & Dial LLC, and Jeffrey Gordon, O’Melveny & Myers LLP,
10 appeared on behalf of Defendants. After argument on the Prompt Pay Act, the parties elected to
11 submit the remainder of the motion to the Court on the briefs without further argument. *See*
12 EDCR 2.23(c).

13 The Court, having considered the Motion, the Health Care Providers’ opposition, the
14 reply, the record in this case, and the argument of counsel at the hearing on this matter, and good
15 cause appearing, finds and orders as follows:

16 FINDINGS OF FACT

17 1. On November 29, 2021, the jury, after hearing the evidence at trial, found in favor
18 of Plaintiff for every cause of action, including the Breach of Implied in Fact Contract and Unjust
19 Enrichment. The jury awarded Plaintiffs economic damages totaling \$2,650,512.

20 2. On December 7, 2021, the jury found in favor of Plaintiffs, awarding punitive
21 damages totaling \$60,000,000.

22 3. Substantial evidence exists on the record to support the verdicts against all
23 defendants.

24 4. The evidence at trial included claim files demonstrating thousands of instances in
25 which the Health Care Providers cared for the members of all five defendants, including the
26 charges that were billed for those visits and the amount that Defendants paid. *See, e.g.*, PX473
27 (Columns V and AB identifying parties that adjudicated claim); *see also* 11/18/21 Tr. at 225:18–
28 226:13 (testimony of Bruce Deal that United produced claims data across five defendants).

1 5. Plaintiffs introduced evidence supporting the conclusion that all defendants were
2 engaged in driving down emergency-care reimbursements to unfair and unreasonable rates with
3 a motivation to increase their own profit. Testimony showed that UHIC and UHS engaged in a
4 campaign to abolish the industry-standard approach (based on FAIR Health) and “get clients off
5 R&C/Fair Health.” PX368 at 7; 11/3/21 Tr. at 50:21–51:1; 11/12/21 Tr. at 14:9–13, 17:1–9. They
6 sought to use alternatives that allowed them to charge clients for additional “shared savings” fees
7 that were unavailable if clients used FAIR Health. 11/3/21 Tr. at 49:5–9, 50:21–51:1. The
8 revenue UHIC and UHS generated from shared savings fees for a given claim was calculated as
9 up to 50% of the difference between a provider’s billed charge and the amount United paid.
10 PX010 at 60; 11/12/21 Tr. at 201:14–17. In other words, the less it paid to healthcare providers,
11 the more shared savings revenue United received from the client. *Id.*; *see also* 11/8/21 Tr. at
12 149:17–150:24.

13 6. Ms. Hare testified that SHL and HPN paid the same reimbursement for all
14 emergency-care visits, regardless of severity. 11/16/21 Tr. at 156. Exhibits showed this universal
15 payment was low. *See, e.g.*, PX473B-1; PX473C; PX473 at rows 6418, 6472, 6491, 6562, 6777,
16 9314, 9320, 10771, 11121, 11126; 11/16/21 Tr. at 157:10–18.

17 7. Mr. Ziemer testified about UMR’s own cost-savings program, which resulted in
18 low payments to the Health Care Providers. 11/15/21 Tr. at 190:8–12; 207:20–208:19, 231:20–
19 232:19. Exhibits supported the Health Care Providers’ arguments that UMR’s cost-savings
20 approach was unfair and random. PX256, PX473A, PX473B.

21 8. The jury found that the Plaintiffs and Defendants had implied-in-fact contracts
22 with each other. The jury further found that Defendants all engaged in unfair claims practices in
23 connection with the payment of the Health Care Providers’ claims.

24 9. The Health Care Providers introduced evidence that Defendants’ unfair claims
25 practices caused them direct harm. The jury agreed and awarded damages to Plaintiffs against
26 Defendants for those violations.

1 10. The evidence at trial supported the conclusion that when Defendants acted as third-
2 party administrators, they still determined the rates that would be paid to the Health Care
3 Providers. 11/10/21 Tr. at 75:10–21; 11/16/21 Tr. at 22:18–21.

4 11. The evidence supported the conclusion that Defendants did not dispute their
5 liability for their members' claims, although they disputed the amounts the Health Care Providers
6 requested as payment for those claims. The Health Care Providers submitted claims for payment,
7 and Defendants paid each claim at a lower amount.

8 12. Defendants acknowledged that they manage so many claims that they rely on
9 automation to help administer them. 11/15/21 Tr. at 20:7–19; see also *id.* at 75:22–76:2; 217:3–
10 17.

11 13. The evidence supports the jury's conclusions that Mr. Haben, Mr. Ziemer, and Ms.
12 Hare were all aware of the policies by which Defendants determined the rates of payment to the
13 Health Care Professionals. Each one also qualified as an officer, director, or department head:
14 Mr. Haben of UHS and UHIC; Mr. Ziemer for UMR; and Ms. Hare for SHL and HPN.
15 Specifically, Mr. Haben testified that he was in charge of out-of-network payments for UHS and
16 UHIC. 11/10/21 Tr. 13:5–7. Mr. Ziemer was vice president of customer solutions and in charge
17 of setting reimbursement strategies for UMR. 11/15/21 Tr. at 182:24–10. And Ms. Hare testified
18 that she was in charge of claim reimbursement for SHL and HPN. 11/16/21 Tr. at 133:1–7. These
19 witnesses' testimony also showed that they were familiar with the manner in which their
20 respective companies set reimbursements. 11/12/21 Tr. at 20:3–17; 11/15/21 Tr. at 250:15–
21 252:19.

22 14. The evidence further supported the conclusion that each of Defendants developed
23 reimbursement methodologies that were calculated to systematically underpay the Health Care
24 Providers' claims.

25 15. The evidence supported the conclusion that the relationship between Defendants
26 and the Health Care Providers is characterized by unequal bargaining power, with Defendants in
27 the more powerful position. This is because the Health Care Providers must treat Defendants'
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1 members without regard to ability to pay and can only seek reimbursement after they have already
2 provided the service at issue.

3 16. Defendants' representatives testified that each Defendant has a duty to pay a
4 reasonable reimbursement amount. 11/15/21 Tr. at 36:17–22; *id.* at 203:8–12; 11/16/21 Tr. at
5 203:19–24. Despite that obligation, UHIC, UHS, and UMR implemented MultiPlan's Data iSight
6 service and moved clients away from paying reasonable and customary rates. PX368 at 7; 11/3/21
7 Tr. at 50:21–51:1; *see also* PX243 (correspondence from Paradise to Haben evaluating UMR out-
8 of-network reimbursement); 11/15/2021 Tr. at 208:7–19 (testimony of Ziemer describing UMR's
9 use of Data iSight). They knew that Plaintiffs and other healthcare providers did not agree to this,
10 "proposing a move over time towards non-secured (i.e. not a contracted discount)
11 reductions" PX244 at 1.

12 17. Plaintiffs introduced evidence that while SHL and HPN did not use the same cost
13 reduction programs, the rates they paid were even lower. *See* PX473C. Moreover, the evidence
14 showed that SHL and HPN were on notice that they had not paid a reasonable value in accordance
15 with the Affordable Care Act. PX348; PX 325; 11/15/21 Tr. at 160:20–10; PX314. The evidence
16 further showed that Defendants' motivation for reducing out-of-network reimbursement rates was
17 to increase their profits. PX243; PX477 at 3–4; 11/2/21 Tr. at 161:6–8; PX342 at 16, 20; PX478
18 at 14.

19 18. The evidence showed that Defendants' conduct harms Plaintiffs, emergency-care
20 providers on whom the community depends, and thus risks the quality of care available to the
21 public. 11/19/21 Tr. at 32:17–33:4. The evidence further supported the conclusion that
22 Defendants targeted Plaintiffs, who (unlike medical practice groups without a national affiliation)
23 have the ability to push back against Defendants' policies. 11/17/21 Trial Tr. at 38:20–24
24 (testimony of Deal that Defendants reimbursed Plaintiffs \$245 per claim on average and \$528 to
25 other providers in Nevada).

26 19. The Health Care Providers provided evidence that Defendants claimed to treat
27 emergency-care providers fairly when that was not true. PX163 at 82 ("SHL recognizes that
28 claim problems occur from time to time. We appreciate our physicians and providers bringing

1 them to our attention. We handle these claims as expeditiously as we can. Reasonable procedural
2 guidelines are established to manage them.”); PX322 (advising Congress about adequate levels
3 of reimbursement for out-of-network emergency services); *see also id.* at 80; PX165 at 180, 182.
4 Evidence at trial also showed Defendants blamed doctors—and specifically practices affiliated
5 with TeamHealth—for driving up medical costs, while at the same time United’s own physician-
6 staffing group charged rates far in excess of Plaintiffs’ billed charges. PX079 at (authorizing
7 identification of TeamHealth in media publication about surprise medical bill study); 11/18/21
8 Tr. at 225:9–17 (Plaintiffs’ billed charge of \$1,428 for 99285 CPT code); *id.* at 277:15–20 (Sound
9 Physicians charge of \$1,761 for 99285 CPT code).

10 20. The evidence at trial showed that Defendants held themselves out as performing
11 fair and objective reimbursement determinations. PX142 at 42 (UHIC certificate of coverage);
12 PX120 at 86 (UHS summary plan description); PX296 at 81 (UMR summary plan description);
13 PX163 at 80 (SHL provider manual) PX165 at 180 (HPN provider manual); PX444 at 2 (UHS
14 explanation of benefits). But trial evidence supported the conclusion that Defendants’ real
15 reimbursement decisions were driven primarily by profits rather than objectivity or fairness.

16 21. The Health Care Providers introduced evidence that Defendants’ unfair practices
17 directly harmed Plaintiffs. Trial evidence supported the conclusion that while Defendants have
18 reduced their reimbursement rates, they have also deployed policies designed to discourage
19 provider resistance and unfairly deny appeals. *See, e.g.,* PX243 (“We also generate additional
20 savings by not running the claims through U&C but rather driving all OON claims to a more
21 aggressive pricing and managing appeals to try to hold the member harmless) (emphasis added);
22 PX375 at 2 (representing to providers that claim was processed using Data iSight, “which utilizes
23 cost data if available (facilities) or paid data (professionals)”); PX170A (showing the profits
24 United could make by using Data iSight instead of UCR, taking into consideration a low number
25 of expected appeals); P470 (United rejecting an appeal because “this claim has been reviewed
26 and reimbursed using Data iSight”); PX163 at 82 (“SHL recognizes that claim problems occur
27 from time to time. We appreciate our physicians and providers bringing them to our attention. We
28 handle these claims as expeditiously as we can. Reasonable procedural guidelines are established

1 to manage them.”). Plaintiffs also provided evidence of Defendants’ significant market share in
2 Nevada, underscoring the magnitude of the harm. P089 at 58 (“Sierra/United membership
3 totaling 80% of the Clark County, Nevada market share”).

4 22. Evidence also supported the jury’s conclusion that Defendants knew of the
5 probable harmful consequences of their wrongful acts, and willfully and deliberately failed to act
6 to avoid those consequences. As detailed above, Plaintiffs offered evidence that Defendants
7 deliberately drove down reimbursement rates to increase their sizeable profits—without regard to
8 the harm their policies caused emergency-care providers or the public who depends on those
9 providers. As mentioned above, Plaintiffs further offered evidence that Defendants deliberately
10 targeted Plaintiffs for harm because of their association with TeamHealth. 11/17/21 Trial Tr. at
11 38:20–24.

12 23. The jury found that Defendants’ conduct was malicious, oppressive, and/or
13 fraudulent and reprehensible enough to warrant the award of punitive damages. That finding was
14 supported by extensive testimony and documentary evidence in the record.

15 24. Plaintiffs presented evidence that they provided emergency-care services to
16 Defendants’ members and that they also provided other benefits to Defendants, such as submitting
17 claims in the form Defendants preferred and committing not to balance bill Defendants’ members.
18 11/16/21 Tr. at 67:2–19, 68:6–13, 69:14–70:5 (agreement not to balance bill); 11/22/21 Tr. at
19 115:1–117:25 (Plaintiffs’ claims submissions process using Form 1500); PX168 at 58
20 (requirements to submit claim using CMS 1500 forms); PX163 at 90–91 (same for SHL); PX165
21 at 192–93 (same for HPN). In exchange, Defendants acknowledged that they had an obligation
22 to reimburse Plaintiffs and that the reimbursement amount should be reasonable. 11/15/21 Tr. at
23 36:17–22, 132:23–133:33, and 203:8–12; 11/16/21 Tr. at 203:19–23.

24 25. Put another way, the evidence at trial supported the conclusion that Defendants
25 acknowledged that the Health Care Providers had provided valuable services to Defendants and
26 their members, and that Defendants owed an obligation to reimburse the Health Care Providers a
27 reasonable price. The evidence also supported the conclusion that Defendants understood its
28

1 obligation to reimburse providers for the providers' emergency-care services to Defendants'
2 members to be a continuing obligation.

3 26. In February 2020, the United States District Court for the District of Nevada
4 determined that ERISA is inapplicable to the claims in this case, because the legal claims are
5 based on Defendants' underpayment of claims which it had determined were payable and paid,
6 i.e., a dispute over the proper rates of payment rather than the right to payment. This Court and
7 the Nevada Supreme Court have also rejected Defendants' ERISA preemption arguments. June
8 24, 2020 Order Denying Defendants' Motion to Dismiss First Amended Complaint; July 1, 2021
9 Order Denying Petition for Writ of Mandamus.

10 27. The evidence discussed here includes only examples from the trial. The Court has
11 considered all evidence admitted at trial in reaching the conclusions herein.

12 CONCLUSIONS OF LAW

13 28. Under Rule 50, Defendants must show that a reasonable jury would not have a
14 legally sufficient evidentiary basis to find for the Health Care Providers. NRCP 50(a), (b). The
15 court's power to grant judgment as a matter of law should be cautiously exercised. *Dudley v.*
16 *Prima*, 84 Nev. 549, 551, 445 P.2d 31, 32 (1968). Conflicting evidence alone is not grounds to
17 reverse a jury's verdict; if a reasonable jury could draw inferences from the evidence to support
18 the verdict, the verdict must not be reversed. *See Reyburn Lawn & Landscape Designers, Inc. v.*
19 *Plaster Dev. Co.*, 127 Nev. 331, 344, 255 P.3d 268, 277 (2011) ("Judgment as a matter of law
20 should not be granted when there is conflicting evidence on material issues.").

21 Evidence against SHL, HPN, and UMR

22 29. Substantial evidence exists on the record to support the verdicts against all
23 Defendants.

24 30. Defendants challenge in particular the evidence against SHL, HPN, and UMR.
25 The Court finds that substantial evidence in the record supports the verdict against each of these
26 defendants as well as UHIC and UHS.

27 31. The jury heard evidence that supported the Health Care Providers' arguments,
28 including that the Health Care Providers provided services to Defendants and their members,

1 Defendants understood that they had an obligation to reimburse the Health Care Providers,
2 Defendants were benefited by the Health Care Providers' actions, and without justification,
3 Defendants failed to reimburse the Health Care Providers a reasonable amount for their services.

4 32. The evidence in the record is sufficient to support the verdict. Defendants are not
5 entitled to judgment as a matter of law on this ground.

6 **Unfair Claims Practices Act**

7 33. NRS.686A.020 broadly prohibits any "person" from engaging in unfair claims
8 practices:

9 A person shall not engage in this state in any practice which is defined in
10 NRS 686A.010 to 686A.310, inclusive, as, or determined pursuant to NRS
11 686A.170 to be, an unfair method of competition or an unfair or deceptive
act or practice in the business of insurance.

12 NRS 686A.020. The language of the statute does not limit who may bring a claim.

13 34. Neither *Gunny v. Allstate Ins. Co.*, 108 Nev. 344, 830 P.2d 1335 (1992) nor
14 *Fulbrook v. Allstate Ins. Co.*, Nos. 61567 & 62199, 2015 WL 439598 (Nev. Jan. 30, 2015)
15 (unpublished disposition) holds that the Unfair Claims Practices Act does not create a private
16 right of action against insurers in favor of third-party claimants like the Health Care Providers.
17 Rather, it was the lack of a legally redressable harm, not the lack of a contractual relationship,
18 that doomed standing for the plaintiffs in those cases. In addition, while a contractual relationship
19 is not necessary to establish standing, the finding of implied contracts between Plaintiffs and
20 Defendants also supports Plaintiffs' standing here.

21 35. Moreover, the plain language of NRS 686A.310 does not prohibit a third party,
22 such as the Health Care Providers, from raising claims under the Act, but instead provides
23 permissively that claims may be asserted by the Commissioner or the insured. NRS 686A.310(2)
24 ("In addition to any rights or remedies available to the Commissioner, an insurer is liable to its
25 insured for any damages sustained by the insured as a result of the commission of any act set forth
26 in subsection 1 as an unfair practice."). Notwithstanding the language of NRS 686A.310(2), the
27 Nevada Supreme Court has expressly recognized the potential availability of claims asserted by
28 third parties who are not insureds when standing can otherwise be established. *Torres v. Nev.*

1 *Direct Ins. Co.*, 131 Nev. 531, 541, 353 P.3d 1203, 1211 (Nev. 2015) (citing *Gunny*, 830 P.3d at
2 1336) (noting that it has “intimated in dicta in *Gunny* that a third-party who is a specific intended
3 beneficiary of an insurance policy might have a sufficient relationship to support a bad faith
4 claim.”).

5 36. Therefore, the Court concludes that the Health Care Providers have standing
6 under the Unfair Claims Practices Act.

7 37. As discussed above, NRS 686A.020 establishes that all persons are prohibited
8 from engaging in “any practice which is defined in NRS 686A.010 to 686A.310, inclusive, as, or
9 determined pursuant to NRS686A.170 to be, an unfair method of competition or an unfair or
10 deceptive act or practice in the business of insurance.” The statute does not carve out liability for
11 TPAs.

12 38. Further, it would not make sense to carve TPAs from liability under the Unfair
13 Claims Practices Act. NRS 686A.310 prohibits the failure “to effectuate prompt, fair and
14 equitable settlements of claims in which the liability of the insurer has become reasonably clear.”
15 It is the administrator, not the self-funding employer, responsible for effectuating the prompt, fair
16 and equitable settlement of claims. This fact is evidenced by the implementation of “shared
17 saving”-type programs by UHS, UHC, and UMR. PX010 at 60; PX256; 11/10/21 Tr. at 71:7–9;
18 11/12/21 Tr. at 188:22–189:19. Excluding TPAs from the reach of the Unfair Claims Practices
19 Act would lead to an absurd result.

20 39. Nevada has patterned NRS 686A.310 after the National Association of Insurance
21 Commissioners (“NAIC”) model Unfair Claim Settlement Practices Act (“UCSPA”), but
22 modified the model rule in an important distinction to permit a private right of action under
23 Nevada law. *See Nevada Lawyer, Nevada’s Unfair Claims Settlement Practices Act NRS*
24 *686A.310*, Michael C. Mills, Esq. (March 2013) at p.1. The NAIC Model Act identifies an insurer
25 as any “person . . . and any other legal entity engaged in the business of insurance, including
26 agents, brokers, adjusters, and third party administrators.” This same conclusion about including
27 third party administrators as liable for unfair claims settlement practices can be gleaned from
28

1 Nevada's insurance statutes. This makes sense because such companies are the ones who settle
2 claims.

3 40. In turn, NRS 679A.130 makes it clear that third party administrators engage in the
4 business of insurance, subjecting them to liability under NRS 686A.310.

5 "Transacting insurance" defined. In addition to other aspects of insurance
6 operations to which provisions of this Code by their terms apply, "transact"
with respect to a business of insurance includes any of the following, by mail
or otherwise or whether or not for the purpose of profit:

- 7 1. Solicitation or inducement.
- 8 2. Negotiations.
3. Effectuation of a contract of insurance.
- 9 4. Transaction of matters subsequent to effectuation and arising out of such
a contract.

10 NRS 679A.130 (emphasis added).

11 41. Further, the purposes of the Nevada insurance statute include to "[i]mplement the
12 public interest in the business of insurance," "[i]nsure that policyholders, claimants and insurers
13 are treated fairly and equitably," and "[p]revent misleading, unfair and monopolistic practices in
14 insurance operations." NRS 679A.140.

15 42. *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 969 P.2d 949 (1998) is not to
16 the contrary. Wohlers was in a joint venture with an insurer, Allianz Life Insurance Company of
17 North America. *Id.* at 959. Allianz, not Wohlers, issued the policy and determined how much
18 would be covered and paid. *Id.* at 954–55. These facts are not analogous to the facts here and
19 *Wohlers* is not applicable.

20 43. Therefore, all Defendants are subject to liability under the Unfair Claims Practices
21 Act.

22 44. NRS 686A.310(1)(e) does not require that a specific dollar value can be assigned
23 to every claim without reasonable dispute at the time of settlement. If that were true, the statutory
24 language would not include the words "fair and equitable." The statutory language recognizes
25 that there may be disputes about the exact dollar amount that should be paid. The standard is not
26 whether an insurer can be held to an exact number, but whether its settlements were "fair and
27 equitable."
28

1 45. Further, the statute does not require negotiation over every claim for liability.
2 Such a requirement does not appear in the plain language of the statute, nor would it be consistent
3 with its purpose. This is demonstrated in this case by the fact that the Defendants manage such a
4 large volume of claims that they rely on automation to help administer them. 11/15/21 Tr. at
5 20:7–19; see also *id.* at 217:3–17. Requiring further negotiation of every claim would create an
6 unreasonable and wasteful burden, especially in cases like this in which a very large volume of
7 relatively small-dollar claims is at issue. The Court declines to graft such a requirement onto the
8 statute’s plain language.

9 46. The Court finds Defendants’ cases, which involve good-faith disputes, are
10 factually distinguishable and do not apply here.

11 47. NRS 686A.270 does not require that an officer, director, or department head must
12 personally administer each disputed claim to satisfy the requirement that they knowingly
13 permitted the failure to settle those claims fairly and equitably. Such a requirement would not be
14 consistent either with the statute’s plain language, its purpose, or common sense. Rather, it is
15 sufficient for an officer, director, or department head to be aware of and permit the policies that
16 systematically resulted in unfair and inequitable settlement of claims. *See* NRS 686A.270; *My*
17 *Left Foot Children’s Therapy LLC v. Certain Underwriters at Lloyd’s London Subscribing to*
18 *Policy No. HAH15-0632*, No. 2:15-cv-01746-MMD-VCF, 2021 WL 1093094, at *5 (D. Nev.
19 March 22, 2021) (where claims handler was following policies, procedures, and authority
20 implemented by the chief underwriting officer and department head, the insurance company
21 effectively approved the claims mishandling at issue).

22 48. The jury’s finding that an officer, director, or department head was aware of and
23 permitted the policies that systematically resulted in unfair and inequitable settlement of claims
24 was supported by the evidence. Mr. Haben, Mr. Ziemer, and Ms. Hare were all in charge of the
25 relevant reimbursement programs and were aware of the policies at issue. While Ms. Hare
26 resisted characterizing herself as a department head, the evidence supported the jury’s conclusion
27 that her position over claim reimbursement qualified her as a department head for purposes of the
28 statute.

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¶ 68. That is not the same thing as holding that a claim under the Unfair Claims Practices Act sounds solely in contract. The critical question for standing under *Gunny* is not the existence of a contract, but whether the plaintiffs suffered cognizable harm. *Gunny v. Allstate Ins. Co.*, 108 Nev. 344, 345–46, 830 P.2d 1335, 1335–36 (1992). The evidence supports that requirement here.

55. Defendants argue that the “ordinary way” an insurer may be held liable for punitive damages is through tortious breach of the implied covenant of good faith and fair dealing in the insurance context. However, that is not the only method whereby insurers may be found liable for punitive damages, as this Court has already determined.

56. The Court rejects the argument that because Defendants paid some amount on every claim, there can be no malice or oppression as a matter of law. There is no basis for the idea that any amount of payment, no matter how low, would eliminate malice, oppression, or fraud as a matter of law.

57. The punitive damages award is equally supported by the unjust enrichment claim. Although punitive damages are not available for breach-of-contract claims, the same restriction does not apply to an unjust enrichment claim, because unjust enrichment only applies in the absence of a contract. See *Ins. Co. of the West*, 122 Nev. at 464, 134 P.3d at 703 (“[T]he award of punitive damages cannot be based upon a cause of action sounding *solely* in contract.”) (emphasis added); *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.”).

58. Unlike a claim for breach of contract, 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). Therefore, punitive damages may be available when appropriate based on the defendant’s conduct. 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).

59. Defendants have not presented a legal or evidentiary basis sufficient to support their motion for judgment as a matter of law on the punitive damages. Ample evidence supports the jury's finding of fraud, oppression, and/or malice. The punitive damages are supported by the law and by extensive testimony and documentary evidence in the record. Defendants are not entitled to judgment as a matter of law on punitive damages.

Implied-in-Fact Contract

60. "[T]o find a contract implied-in-fact, the fact-finder must conclude that the parties intended to contract and promises were exchanged, the general obligations for which must be sufficiently clear. It is at that point that a party may invoke quantum meruit as a gap-filler to supply the absent term." *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 379–80, 283 P.3d 250, 257 (2012).

61. The Court rejects Defendants' argument that an implied contract requires an agreement between the parties that Defendants would pay the Health Care Providers' full billed charges. Under *Certified Fire*, Plaintiffs could succeed either by showing that Defendants acknowledged an obligation to pay a reasonable price, or if the parties did not agree on a price, the jury could infer that Defendants were obligated to pay a reasonable price. *Certified Fire*, 128 Nev. at 381, 283 P.3d at 256.

62. *Steele v. EMC Mortg. Corp.*, No. 59490, 129 Nev. 1154, 2013 WL 5423081 (Sept. 20, 2013) (unpublished disposition) is distinguishable. In *Steele*, the defendant's contract was with the plaintiff's father, the plaintiff herself did not provide any additional goods or services, and there was no evidence that defendant understood it had any contractual obligation to plaintiff. Here, the evidence supported the jury's conclusion that Defendants acknowledged and understood that Plaintiffs regularly provided services to Defendants' members and provided Defendants and their members with other benefits, and that United had an obligation to pay Plaintiffs for those services. *Steele* is inapplicable.

63. Although "[a] valid contract cannot exist when material terms are lacking or are insufficiently certain and definite[,] [a] contract can be formed, however, when the parties have agreed to the material terms, even though the contract's exact language is not finalized until later."

1 *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005); *see also Brinkerhoff v. Foote*,
2 132 Nev. 950, 387 P.3d 880 (2016) (unpublished disposition). “Which terms are essential
3 ‘depends on the agreement and its context and also on the subsequent conduct of the parties,
4 including the dispute which arises and the remedy sought.” *Certified Fire*, 128 Nev. at 378, 283
5 P.3d at 255 (quoting RESTATEMENT (SECOND) OF CONTRACTS § 131, cmt. g (1981)); *see also*
6 *Aliya Medcare Fin., LLC v. Nickell*, No. CV1407806MMMSHX, 2015 WL 11089594, at *9 (C.D.
7 Cal. May 28, 2015) (interpreting Nevada law).

8 64. As already mentioned, the Nevada Supreme Court has explicitly acknowledged
9 that “quantum meruit [for an implied-in-fact contract] fills the price term when it is appropriate
10 to imply the parties agreed to a reasonable price” and “[w]here such a contract exists, then,
11 quantum meruit ensures the laborer receives the reasonable value, usually market price, for his
12 services.” *Certified Fire*, 128 Nev. at 379–80, 283 P.3d at 256 (citing 1 Dan B. Dobbs, *Dobbs*
13 *Law of Remedies* § 4.2(3) (2d ed. 1993)); *see Sierra Development Co. v. Chartwell Advisory*
14 *Group, Ltd.*, 325 F. Supp. 3d 1102, 1106 (D. Nev. 2018) (“quantum meruit may be employed as
15 a gap-filler to supply absent terms”); *Mielke v. Standard Metals Processing, Inc.*, No. 2:14-CV-
16 1763 JCM (NJK), 2015 WL 1886709, *5 (D. Nev. April 24, 2015) (same); *Risinger v. SOC LLC*,
17 936 F. Supp. 2d 1235, 1246-47 (D. Nev. 2013) (same); *see also Commonwealth Land Title Ins.*
18 *Co. v. Iota Indigo, LLC*, No. 2:13-cv-01837-RFB-PAL, 2015 WL 4647863, *4 (D. Nev. Aug. 5,
19 2015).

20 65. The jury had sufficient evidence to find the required elements of an implied
21 contract. Defendants are not entitled to judgment as a matter of law on the implied-in-fact contract
22 claim.

23 **Unjust Enrichment**

24 66. The existence of an implied-in-fact contract does not preempt an unjust enrichment
25 claim.

26 67. Nevada law permits recovery for unjust enrichment where a plaintiff provides an
27 indirect benefit to the defendant that defendant accepts without adequate compensation,
28 recognizing that benefit in an unjust enrichment claim can be indirect.

68. In addition, the doctrine of election of remedies prevents a plaintiff from obtaining inconsistent *remedies*, or from recovering twice for the same injury. *J.A. Jones Const. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 288–89, 89 P.3d 1009, 1017 (2004) (The “doctrine of election of remedies applies only to *inconsistent* remedies. . . . [T]he district court can determine, after trial, if a duplicate recovery has been obtained on two theories of recovery”) (emphasis in original). The judgment in this case does not award the Health Care Providers recovery for both unjust enrichment and the implied-contract claim. Therefore, even if the implied-contract finding served as a bar to the unjust-enrichment claim, there would nonetheless be no conflict in remedies.

69. Defendants are not entitled to judgment as a matter of law on the unjust enrichment claim.

Prompt-Pay Act

70. The Plaintiffs have a private right of action under the Prompt-Pay Act. The Health Care Providers’ Prompt-Pay claim is based on the Nevada Healthcare Prompt-Pay Statutes set forth in NRS 683A.0879 (third party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), and NRS 695C.185 (HMO). Each statute provides as follows:

NRS 683A.0879 Approval or denial of claims; payment of claims and interest; requests for additional information; award of costs and attorney’s fees; compliance with requirements. [Effective through December 31, 2019.]

1. Except as otherwise provided in subsection 2, an administrator shall approve or deny a claim relating to health insurance coverage within 30 days after the administrator receives the claim. If the claim is approved, the administrator shall pay the claim within 30 days after it is approved. Except as otherwise provided in this section, if the approved claim is not paid within that period, the administrator shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date on which the payment was due, plus 6 percent. The interest must be calculated from 30 days after the date on which the claim is approved until the date on which the claim is paid.

4. An administrator shall not pay only part of a claim that has been approved and is fully payable.

1 5. A court shall award costs and reasonable attorney's fees to the
2 prevailing party in an action brought pursuant to this section.

3 71. Subsections 4 and 5 appear in each Nevada Healthcare Prompt-Pay Statute. *See*
4 NRS 689A.410; NRS 689B.255; NRS 689C.485; NRS 695C.185.

5 72. NRS 690B.012, a casualty prompt-pay statute, is not applicable. Similarly,
6 *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 571, 170 P.3d 989, 993 (2007) does not apply here
7 because its ruling is limited to NRS 690B.012. Unlike NRS 690B.012, the Healthcare Prompt-
8 Pay statutes refer explicitly to the availability of costs and attorneys' fees in court actions,
9 demonstrating the availability of a cause of action in court. *See Arora v. Eldorado Resorts Corp.*,
10 No. 2:15-cv-00751-RFB-PAL, 2016 WL 5867415, at *8 (D. Nev. Oct. 5, 2016) ("the provision
11 within the [wage] statute for the payment of 'attorney fee[s]' further supports an
12 implied private right of action. There would be no need for such allowance within the language
13 of the statute if a private right of action were not implied."); *see Neville v. Eighth Judicial Dist.*
14 *Court*, 133 Nev. 777, 783, 406 P.3d 499, 504 (2017) (stating it would be absurd to think that the
15 Legislature intended a private cause of action to obtain attorney fees for an unpaid wages suit but
16 no private cause of action to bring the suit itself).

17 73. It is not a defense to a prompt-pay claim that some amount of payment (regardless
18 of size) was made within thirty days. The relevant statutes provide that an insurer or administrator
19 "shall not pay only a part of a claim that has been approved and is fully payable." *See* NRS
20 683A.0879(4); NRS 689A.410(4); NRS 689B.255(4); NRS 689C.485(4); and NRS 695C.185(4).
21 The jury was instructed in accordance with the statutes' provisions; jury instruction 38 required
22 the jury to find that Defendants "failed to fully pay, within 30 days of submission of the claim, a
23 claim that was approved and fully payable." The evidence supports the jury's finding that
24 Defendants failed to do so.

25 74. Further, the Prompt-Pay Act does not require administrative exhaustion. NRS
26 679A.170 provides that specific provisions relative to a particular type of insurance prevail over
27 generalized provisions. Therefore, Defendants' references to general-applicability statutes are
28 inapposite.

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79. Moreover, disputes concerning rates of payment do not fall within ERISA's scope and are not subject to complete preemption. *Marin Gen. Hosp.*, 581 F.3d 941, 948 (9th Cir. 2009); *see also California Spine & Neurosurgery Inst. v. Boston Scientific Corp.*, No. 18-CV-07610-LHK, 2019 WL 1974901, at *3 (N.D. Cal. May 3, 2019) ("Under Ninth Circuit law, ERISA does not preempt claims by a third party [medical provider] who sues an ERISA plan not as an assignee of a purported ERISA beneficiary, but as an independent entity claiming damages.").

80. Defendants are not entitled to judgment as a matter of law on the ground of ERISA preemption.


Conclusion

81. Any of Defendants' arguments in their Renewed Motion for Judgment as a Matter of Law not specifically addressed herein are likewise found to be without merit. The Court considered all of the defenses raised, the arguments made, the law, and the evidence. Defendants are not entitled to judgment as a matter of law on any ground.

ORDER

IT IS HEREBY ORDERED that Defendants' Renewed Motion for Judgment as a Matter of Law is denied.

Dated this 12th day of October, 2022


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Nancy Alf

Disapproved as to form and content:

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

United Healthcare Insurance
Company, Defendant(s)

CASE NO: A-19-792978-B

DEPT. NO. Department 27

AUTOMATED CERTIFICATE OF SERVICE

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

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS' MOTION
FOR NEW TRIAL**

PLEASE TAKE NOTICE that an Order Denying Defendants' Motion for New Trial was entered on October 12, 2022, a copy of which is attached hereto.

DATED this 12th day of October, 2022.

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CERTIFICATE OF SERVICE

I certify that on this 12th day of October, 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:

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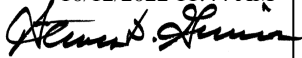
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CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES
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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 FOR NEW TRIAL**

Hearing Date: June 29, 2022
Hearing Time: 10:00 a.m.

This matter came before the Court on June 29, 2022 on Defendants UnitedHealthcare Insurance Company ("UHIC"); United Health Care Services, Inc. ("UHS"); UMR, Inc.; Sierra

1 Health and Life Insurance Co., Inc. (“SHL”); and Health Plan of Nevada, Inc. (“HPN”) 003444
2 (collectively, “Defendants” or “United”)’s Motion for New Trial (the “Motion”). Patricia
3 Lundvall, McDonald Carano LLP, and Jane Langdell Robinson, Joseph Y. Ahmad, Kevin
4 Leyendecker, and Jason McManis, Ahmad, Zavitsanos & Mensing, P.C., appeared on behalf of
5 Plaintiffs Fremont Emergency Services (Mandavia), Ltd. (“Fremont”); Team Physicians of
6 Nevada-Mandavia, P.C. (“Team Physicians”); and Crum, Stefanko and Jones, Ltd. dba Ruby
7 Crest Emergency Medicine (“Ruby Crest” and collectively the “Health Care Providers”). Daniel
8 Polsenberg, Lewis Roca Rothgerber Christie LLP, Colby Balkenbush, Weinberg, Wheeler,
9 Hudgins, Gunn & Dial LLC, and Jeffrey Gordon, O’Melveny & Myers LLP, appeared on behalf
10 of Defendants. After argument on other pending matters, the parties elected to submit the motion
11 to the Court on the briefs without argument. *See* EDCR 2.23(c).

12 The Court, having considered the Motion, the Health Care Providers’ opposition, the
13 reply, and the record in this case, and good cause appearing, finds and orders as follows:

14 **I. Substantial evidence supports the verdict**

15 1. The Court may grant a new trial for any of several grounds materially affecting
16 the substantial rights of the moving party. NRCP 59(a)(1). A decision granting or denying a
17 motion for new trial is committed to the district court’s discretion. *Krause Inc. v. Little*, 117 Nev.
18 929, 933, 34 P.3d 566, 569 (2001). In reviewing a motion for new trial, “a court may not substitute
19 its own judgment in place of the jury’s judgment unless the jury erred as a matter of law.” *Brascia*
20 *v. Johnson*, 105 Nev. 592, 594, 781 P.2d 765, 767 (1989).

21 2. Here, the jury heard weeks of testimony and reviewed hundreds of exhibits
22 centering on the adequacy and reasonableness of Defendants’ payments to Plaintiffs for
23 emergency-medical services provided by Plaintiffs to Defendants’ members. At trial, Plaintiffs
24 offered evidence that Defendants artificially slashed their rates of payment and developed a
25 scheme to reap profits at the expense of Plaintiffs and other healthcare providers. Plaintiffs argued
26 that for many years, before this scheme began to unfold, Defendants had recognized an obligation
27 to pay reasonable rates to physicians who did not participate in Defendants’ network of healthcare
28 providers. PX014 at 3; PX025 at 2; PX363 at 3. Defendants knew the industry standard, as

1 shown in internal documents, of calculating “reasonable and customary” rates using a database
2 maintained by the independent nonprofit FAIR Health Inc. PX014 at 3; PX025 at 2; PX363 at 3.
3 Using this “traditional” reimbursement approach, Defendants typically paid a healthcare
4 provider’s billed charge if it did not exceed the 80th percentile of charges in the FAIR Health
5 database. PX025 at 2 and PX014 at 3; 11/10/21 Trial Tr. at 99:6–9.

6 3. Plaintiffs further offered evidence that in 2016, most of Defendants’ clients used
7 this FAIR Health benchmark to determine reimbursements for out-of-network services. PX025
8 at 2; 11/3/21 Tr. at 36:23–37:14; 11/2/21 Tr. at 142:14–21, 148:10–20; 11/10/21 Tr. at 99:6–9;
9 11/12/21 Tr. at 212:16–21. Defendants enjoyed industry-leading margins in this time. PX066 at
10 2. Defendants knew lower reimbursements hurt healthcare providers and increased financial
11 burdens on patients who received a balance bill. PX477 at 3 (“[n]o member protection” for
12 programs with higher reductions).

13 4. Plaintiffs offered evidence that Defendants began a campaign to abolish the
14 industry-standard approach and “get clients off R&C/FAIR Health.” PX368 at 7; 11/3/21 Tr. at
15 50:21–51:1. UHIC and UHS sought to use alternatives that allowed them to charge clients for
16 additional “shared savings” fees that were unavailable if clients used FAIR Health. 11/3/21 Tr. at
17 49:5–9, 50:21–51:1; 11/15/21 Tr. at 190:8–12. When a defendant used “shared savings,” the
18 revenue it generated from the shared savings fees for a given claim was calculated as 35% of the
19 difference between a provider’s billed charge and the amount the defendant paid. PX010 at 60;
20 PX256; 11/12/21 Tr. at 201:14–17. So, the less UHS and UHIC paid on healthcare providers’
21 billed charges, the more shared savings revenue they received from the client. *Id.*; 11/8/21 Tr. at
22 149:17–150:24; 11/15/21 Tr. at 190:8–12.

23 5. While SHL and HPN did not use the “shared savings” program, Ms. Leslie Hare
24 testified that SHL and HPN paid the same reimbursement for all emergency-care visits, regardless
25 of severity. 11/16/21 Tr. at 156. Exhibits showed this universal payment was low. *See, e.g.,*
26 PX473B-1; PX473C; PX473 at rows 6418, 6472, 6491, 6562, 6777, 9314, 9320, 10771, 11121,
27 11126; 11/16/21 Tr. at 157:10–18.

1 6. Mr. Scott Ziemer testified about UMR's own cost-savings program, which
2 resulted in low payments to the Health Care Providers. 11/15/21 Tr. at 207:20–208:19, 231:20–
3 232:19. Exhibits supported the Health Care Providers' arguments that UMR's cost-savings
4 approach was unfair and random. PX256, PX473A, PX473B.

5 7. Plaintiffs offered evidence that to create a false impression that lower rates were
6 reasonable, UHIC, UHS, and UMR used MultiPlan's Data iSight to calculate out-of-network
7 reimbursement using a purported "legally sound process" instead of United's "random calculated
8 amounts." PX043. Data iSight was marketed as an objective and geographically adjusted
9 determination of fair reimbursement rates. PX506 at 3. But internal documents revealed Data
10 iSight simply used the rate United dictated to MultiPlan. PX34 at 10. PX293 at 1; 11/10/21 Tr.
11 at 82:21–25. When United deployed Data iSight in 2016, the rate of payment United chose was
12 350% of the Medicare rate for emergency services. 11/10/21 Tr. at 80:3–5; 11/15/21 Tr. at 16:6–
13 17:6. United told MultiPlan to reduce this rate even further, to 250% by 2019. 11/10/21 Tr. at
14 80:3–5; PX288 at 176.

15 8. Evidence at trial showed that this scheme enriched Defendants using Data iSight
16 at the expense of their own members and healthcare providers in Nevada. Defendants
17 acknowledged that their "migration to high reduction programs" resulted in less member
18 protection. PX477 at 3. Shared savings revenues generated through Data iSight using the Outlier
19 Cost Management (OCM) program did not exist in 2017 but soared to \$1.3 billion a year. *Id.*;
20 11/2/21 Tr. at 158:19–23. Plaintiffs argued that these were stark results for the work Defendants
21 performed to earn these revenues. 11/8/21 Tr. at 151:4–9. United's 2019 financial results for the
22 West Region describe Nevada as one of two "outperforming markets" and show that per-member-
23 per-month margins skyrocketed at unprecedented levels. PX462 at 33; PX426 at 12.

24 9. The evidence showed that during the same period, Defendants' payments to
25 Plaintiffs declined each year. 11/17/21 Tr. at 36:23–7. For the claims disputed at trial, United
26 paid an average of \$246 a claim and discounted the Plaintiffs' total billed charges by \$10,399,341.
27 PX473G; 11/17/21 Tr. at 39:8–16. As a result, United unilaterally paid only 20% of Plaintiffs'
28 billed charges, even though these charges tracked the 80th percentile of FAIR Health benchmark.

1 Id.; 11/16/21 Tr. at 84:8–14; 11/17/21 Tr. at 114:4–9. Evidence at trial suggested that Defendants’
2 calculation of rates for claims was devoid of rhyme or reason, reflecting the admission that United
3 used “random calculated amounts.” See, e.g., 11/16/21 Tr. at 214:24–216:1; 246:20–247:1;
4 PX043.

5 10. Plaintiffs introduced evidence that Defendants rationalized their underpayments
6 with an illusory concern: egregious billing practices and rising costs for out-of-network services.
7 PX012. In fact, evidence showed that Defendants were aware internally that the average billed
8 charges for out-of-network services dropped each year from 2016 to 2019. 11/3/21 Tr. at 16:17–
9 19. Plaintiffs’ billed charges increased minimally from year to year and were far lower than the
10 billed charges of Sound Physicians, an emergency physician practice United owns in Nevada.
11 11/17/21 Tr. at 49:11–50:1; 11/18/21 Tr. at 225:9–17, 277:15–20; PX473. Moreover, Plaintiffs’
12 policy against balance billing was demonstrated through documentation, communications with
13 United, and trial testimony. PX424 at 2; 11/16/21 Tr. at 67:12–19, 68:6–13, 69:14–70:5. Internal
14 documents revealed that Defendants acted behind the scenes to advance a false public narrative
15 about the billing practices of emergency-room physicians, including by exercising editorial
16 control over an academic study authored by Zack Cooper, an economics professor at Yale
17 University. PX509 at 2–6; PX012; PX239 at 2; PX100.

18 11. Evidence at trial showed that Defendants’ real motive was to maximize profit and
19 shared savings revenue. United acknowledged internally that it “generate[d] additional savings
20 by not running the claims through U&C but rather driving all [out-of-network] claims to a more
21 aggressive pricing” PX243. United depicted a “migration to high reduction programs”
22 starting from 2017 and forecasted cutting out-of-network reimbursement by another \$3 billion
23 through 2023. PX477 at 3–4; 11/2/21 Tr. at 161:6–8. The Plaintiffs introduced evidence that
24 United devised a plan to cut MultiPlan to “eliminate vendor fees” and use its own company,
25 Naviguard, to carry out Data iSight’s function of determining purportedly fair and geographically
26 adjusted reimbursement rates. PX342 at 16; PX478 at 14.

27 12. The above paragraphs are only highlights of the extensive evidence submitted at
28 this trial, including weeks of testimony and hundreds of exhibits. After hearing this evidence, the

1 jury found against Defendants for every count of liability, awarding \$2,450,182.29 in actual
2 damages and \$60,000,000.00 in punitive damages. This award was less than the \$10.5 million in
3 actual damages and \$100 million in punitive damages that Plaintiffs sought. PX473G; 11/22/21
4 Tr. at 106:24–107:1. As a result, Defendants have the burden of showing that the errors alleged
5 in the Motion would have resulted in a materially lower award. *See Pizarro-Ortega v. Cervantes-*
6 *Lopez*, 133 Nev. 261, 266, 396 P.3d 783, 788 (2017). As discussed in detail herein, the Court
7 determines that Defendants have not met that standard.

8 II. Alleged discovery or evidentiary errors

9 13. Trial courts are vested with broad discretion in determining the admissibility of
10 evidence. *Sheehan & Sheehan v. Nelson Malley and Co.*, 121 Nev. 481, 492, 117 P.3d 219, 227
11 (2005). “The exercise of such discretion will not be disturbed absent showing of palpable abuse.”
12 *Id.*

13 14. Even when a movant demonstrates a legal error or abuse of discretion, in order to
14 be entitled to a new trial the movant still must prove the alleged error also materially affected
15 their substantial rights. NRCp 59(a)(1).

16 15. Defendants do not meet this standard. As discussed above, Plaintiffs introduced
17 extensive testimonial and documentary evidence supporting their position and the jury’s verdict.
18 Substantial evidence supports the verdict. Further, as detailed below, Defendants have failed to
19 show that the Court abused its discretion. Even if such an abuse of discretion had been shown,
20 any alleged error or prejudice is accounted for because the jury awarded less than the actual and
21 punitive damages Plaintiffs requested. *See Pizarro-Ortega*, 133 Nev. at 266, 396 P.3d at 788.
22 Defendants cannot show that the outcome of the trial was affected by any alleged error.

23 16. During discovery, Defendants tried to expand the scope of litigation through
24 several discovery requests, including:

- 25 • irrelevant non-commercial and in-network reimbursement rates and agreements;
- 26 • irrelevant in-network negotiations between Plaintiffs and Defendants;
- 27 • irrelevant costs information related to the provision of emergency services;
- 28 • irrelevant corporate structure and relationship matters;

- irrelevant hospital contracts; and
- irrelevant charge-setting information.

17. Through a series of discovery orders, the Court rejected these requests. When Defendants asked the Court to reconsider the positions through orders in limine, the Court declined to do so. In making these rulings, the Court reaffirmed that the core dispute in this case was the rate of payment for out-of-network emergency services that Defendants already considered payable. *See, e.g.,* Order Denying Defendants’ Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses (“October 26 Order”) at COL ¶ 18. The Court incorporates its discovery and in limine orders herein by reference.

18. Defendants fail to meet their burden of showing that the Court abused its discretion in making its discovery and in limine rulings. Further, even if Defendants had shown an abuse of discretion, Defendants failed to demonstrate that excluding this evidence materially affected their substantial rights under NRCP 59(a)(1). *Pizarro-Ortega*, 133 Nev. at 266, 396 P.3d at 788. Defendants’ Motion describes the trial evidence in broad strokes and provides only superficial analysis of how the excluded evidence might have affected the outcome. The Court also disagrees with the Defendants’ characterization of the application of the Court’s rulings during trial, including whether certain evidence was admitted or excluded.

A. Coding and claim submissions

19. The Court disagrees with Defendants’ claim that the Court excluded all coding and claims submission evidence. Defendants elicited testimony about Plaintiffs’ alleged “Sub-TIN” coding scheme, as well as evidence to support Defendants’ argument that certain disputed claims did not belong in the litigation. 11/2/21 Tr. at 88:13–20; 11/23/21 Tr. at 36:13–37:1; 11/18/21 Tr. at 217:15–21.

20. Defendants have not shown that the Court abused its discretion in its rulings on coding and claim submissions. Nor have Defendants shown how this alleged abuse of discretion was material to the outcome at trial.

21. First, the Motion identifies nothing in the record that supports Defendants’ contention that Plaintiffs engaged in improper upcoding, let alone evidence that was material to

1 Defendants' substantial rights. Defendants cite expert disclosures from prior limine briefing for
2 the proposition that Plaintiffs receive higher reimbursements for higher CPT codes. These
3 citations do not show any opinion regarding whether damages resulted from an improper
4 upcoding scheme. Mot. at 6:23–20; Defendants' Omnibus Offer of Proof at 183–84. Further, the
5 upcoding issues are inapposite because Defendants processed and reimbursed Plaintiffs' claims
6 exactly as they were coded. The Court articulated this same reasoning when it precluded
7 discovery on clinical records. October 26 Order at ¶ 18. This was the same guidance that the
8 Court later reaffirmed when it granted Plaintiffs' MIL No. 3 on upcoding, despite Defendants'
9 contention in the Motion that this ruling was unexplained. *See* 10/19/21 Tr. 201:3–14.

10 22. Moreover, the Court disagrees that the alleged lack of discovery explains
11 Defendants' failure to introduce this evidence at trial. Defendants admit in the Motion that they
12 did not intend to offer Plaintiffs' clinical records at trial. Mot. at 5:3–4. Plaintiffs explained that
13 Defendants produced and included these records in their pretrial disclosures, including thousands
14 of pages of records identifying the specific medical procedures performed in connection with each
15 claim. *See, e.g.,* 11/22/21 Tr. at 116:1–117:25, 125:23–126:11 (describing HCFA1500 forms and
16 diagnosis codes in Box 21). However, Defendants did not disclose any expert analysis of these
17 records and never made an offer of proof on upcoding.

18 23. Second, the Court disagrees with Defendants' contention that expert testimony
19 was excluded on Plaintiffs' alleged submission of 491 claims to non-Defendants. At trial, Mr.
20 Deal, United's damages expert, testified about the effect of removing those claims from his
21 damages analysis. 11/18/21 Tr. at 218:2–13 (stating that removing specific claims would reduce
22 damages amount); Mot. at 7:25–26 (citing 11/18/21 Tr. at 215:12–217:18). Defendants do not
23 show in the record where other analyses were excluded at trial. In addition, Defendants do not
24 show that this small fraction of the 11,593 disputed claims were material to the outcome, given
25 that Mr. Deal testified that only a "few hundred thousand dollars" was at stake. 11/18/21 Tr. at
26 218:2–13.

27 24. Third, Defendants contend the Court excluded evidence of claims for non-
28 emergency services. But Plaintiffs agreed to remove those claims from the disputed claims

1 spreadsheet after Defendants moved for summary judgment on this issue. Resp. Ex. 1 at 8
2 (October 21, 2021 e-mail from Blalack to Leyendecker confirming removal of claims); *see*
3 Defendants' Mot. for Partial Summ. J. at 25. The experts for all parties revised their damages
4 calculations based on the final spreadsheet of disputed claims. Resp. Ex. 1 at 6. Defendants do
5 not discuss these efforts in their motion. Moreover, Defendants highlighted the dispute at trial.
6 11/18/21 Tr. at 82:11–84:1 (Mr. Deal's testimony discussing number of versions of Plaintiffs'
7 disputed claims sheet).

8 25. In short, Defendants were able to, and did, address evidence of alleged fraudulent
9 coding practices and claims issues at trial. Defendants have not shown why more of this evidence
10 would have materially affected the result. As explained, substantial evidence supports the
11 jury's verdict and no alleged error is material or affects Defendants' substantial rights.

12 **B. Medicare rates**

13 26. The Court disagrees with Defendants' characterization of the Court's limine ruling
14 as excluding any reference to Medicare rates. *See* Mot. at 12:8–13. Rather, the Court limited
15 comparisons to Medicare as showing a proper rate of payment in this out-of-network commercial
16 case:

17 Any evidence, argument, or testimony that Medicare or non-commercial
18 reimbursement rates are the reasonable rate, that providers accept it most of
19 the time, or arguing reasonableness based on a percentage of Medicare or
20 non-commercial reimbursement rates is hereby EXCLUDED in limine. If
21 Defendants believe evidence, argument, or testimony subject to this ruling is
22 relevant and should be admitted, they shall make an offer of proof outside
23 the presence of the jury.

24 Order Granting Pls.' Mot. in Limine to Exclude Evidence Subject to Court's Discovery Orders at
25 2:22–28.

26 27. By excluding this evidence, the Court weighed its probative value against the risk
27 of confusion. 10/19/21 Tr. at 208:23–209:2. Counsel for the parties also agreed during trial to
28 narrow the scope of this exclusion. 11/9/21 Tr. at 55:9–56:7. The result was that the use of
Medicare evidence was limited in only two ways: (i) any argument that "Medicare is the largest
payor in the country" and therefore an appropriate rate is Medicare plus a small premium; and (ii)
any "suggestion, either explicitly or implicitly, that Medicare, itself, is an appropriate rate." *Id.*

1 28. The Court disagrees with Defendants’ arguments construing this ruling. First,
2 Defendants suggest certain evidence was excluded simply because it referenced Medicare rates.
3 Mot. at 13:4–14:2; 16:1226. But the Motion fails to identify anything in the record that was
4 excluded on these grounds. Defendants also do not explain how any specific document on their
5 list was material to the outcome.

6 29. Second, Defendants argue Medicare evidence as to Defendants’ state of mind was
7 excluded. But they cite no defense witness to support the basis for their alleged belief that
8 “[Defendants] reasonably set rates at Medicare plus a small margin.” Mot. at 14:3–15:20.
9 Although Defendants allege their witnesses could have offered this testimony at trial, Defendants
10 did not disclose this in an offer of proof. *See Cox v. Copperfield*, 507 P.3d 1216, 1226, 138 Nev.
11 Adv. Op. 27 (April 14, 2022) (“This Court ‘will not review exclusion of evidence where trial
12 court makes no offer of proof’ below”) (quoting *McCall v. State*, 97 Nev. 514, 516, 634 P.2d
13 1210, 1212 (1981)). Defendants’ offer of proof only cites the testimony of non-Defendant
14 witnesses Leif Murphy and Bruce Deal, but Defendants do not show how their testimony would
15 reveal Defendants’ state of mind. *See* Defendants’ Omnibus Offer of Proof at 183–86.
16 Defendants point to the deposition testimony of Mr. Haben and Mr. Schumacher, but this
17 testimony only discloses the observation that Medicare is the largest payor in the country; it does
18 not explain why those Medicare amounts paid would be reasonable in a commercial, non-
19 governmental, out-of-network context.

20 30. Third, Defendants argue Mr. Deal should have been permitted to explain his
21 rationale for using Medicare rates. As Defendants concede, however, Mr. Deal offered testimony
22 about Medicare at trial, often without objection. Defendants state that “Deal was prevented from
23 opining on necessary details . . . including *why* Medicare is a good comparator, or why
24 commercial insurers pay a ‘premium to Medicare.’” Mot. at 16:1–3 (emphasis original).
25 Defendants do not explain why these details are probative given the Court’s guidance that “the
26 relevant inquiry in this action is the proper rate of reimbursement which is based on the amount
27 billed by the Health Care Providers and the amount paid by United.” October 26 Order ¶ 18.
28

1 31. Defendants do not identify the specific evidence excluded about Medicare rates
2 that was material to the verdict. Defendants argued to the jury that they owed Plaintiffs nothing
3 after paying the reasonable value of the claims. The jury rejected this position. Nothing in the
4 record shows that evidence of the Medicare rate would have changed this result.

5 32. Substantial evidence supports the jury's verdict and no alleged error is material or
6 affects Defendants' substantial rights. The Court will not grant a new trial on this ground.

7 **C. In-network rates and provider participation agreements**

8 33. Defendants' arguments on in-network rates, provider-participation agreements,
9 and wrap/rental agreements are essentially the same. The Court previously ruled that these
10 agreements are not relevant because Plaintiffs and Defendants had an out-of-network
11 arrangement. Defendants have not shown that the Court abused its discretion.

12 34. For a case involving out-of-network emergency services, the test for determining
13 the reasonable "value of services" under Nevada law is the market value of out-of-network, rather
14 than in-network, emergency services. *Certified Fire Prot. Inc. v. Precision Constr.*, 126 Nev.
15 371, 381 n.3, 283 P.3d 250, 257 n.3 (2012) (citing *Restatement (Third) of Restitution and Unjust*
16 *Enrichment* § 49(3)(c) & cmt. f (2011)). While Defendants rely on *Children's Hosp. Cent. Cal.*
17 *v. Blue Cross of Cal.* to suggest in-network rates are relevant to "reasonable value of services,"
18 that court made clear that it is "the facts and circumstances of the particular case [that] dictate
19 what evidence is relevant to show the reasonable market value of the services at issue." 226 Cal.
20 App. 4th 1260, 1275, 172 Cal. Rptr. 3d 861, 871 (2014). *Children's Hosp.* then emphasized that
21 the reasonable value of services was the "market value." *Id.*

22 35. As this Court determined under the facts of this case, the market value for out-of-
23 network emergency services does not depend on in-network rates. *See, e.g.*, 08/17/21 Hr'g Tr. at
24 16:22–17:1 (emphasis added) ("The reason that the fair market value for services is irrelevant,
25 collection efforts irrelevant, the policies and procedures about excluding payments or balance
26 billing is irrelevant. . . . And negotiation with other ER groups or contracts was irrelevant.").
27 Defendants have not explained why the result should be different here.
28

1 36. Defendants fail to demonstrate their rights were substantially affected by the
2 exclusion of in-network rates, in-network agreements, or wrap agreements. The Court properly
3 excluded in-network evidence that has no relevance to the out-of-network context.

4 37. Defendants' offers of proof on these issues cite: (i) Mr. Deal's damages analysis
5 premised on in-network rates; (ii) in-network agreements that Plaintiffs entered with BCBS and
6 MGM Resorts, as well as the underlying rates in those agreements (Mot. at 17:23–18:28); and
7 (iii) over fifty pages of deposition testimony from John Haben, Kent Bristow, and Vince
8 Zuccarello about contract negotiations. Defendants also note that several of Plaintiffs' claims at
9 trial were reimbursed at amounts higher than the rates under the BCBS and MGM agreements.

10 38. By relying on these agreements, Defendants ignore the differences between in-
11 network and out-of-network arrangements. In the in-network context, the parties have contractual
12 certainty that reduces risk and ensures consistent payments. The same goes for wrap networks
13 that allow providers to access rates that Plaintiffs agreed to by contract. Thus, it is not unusual
14 for a healthcare provider to accept rates below the market out-of-network reimbursement.

15 39. These in-network issues would add another layer of unnecessary confusion. The
16 Court was within its discretion to exclude this evidence. *See Chamoun v. Universal Health*
17 *Services Found.*, No. A624512, 2012 WL 9100937, at *3 (Nev. Dist. Ct. Feb. 8, 2012) ("the
18 results of negotiated agreements between medical providers and third-party payers . . . do not
19 accurately reflect the reasonable value of medical services provided.").

20 40. The Court disagrees with Defendants' contention that Plaintiffs tried to introduce
21 in-network rates affirmatively at trial. Defendants support this contention with deposition
22 testimony discussing a contract with Envision, but this issue did not arise at trial.

23 41. Substantial evidence supports the jury's verdict and Defendants have not shown
24 that this alleged error is material or affects Defendants' substantial rights. The Court will not
25 grant a new trial on this ground.

26 **D. Cost evidence**

27 42. Defendants contend that the Court erred in excluding evidence of Plaintiffs' costs
28 of doing business. But none of their cited authorities holds that courts must consider costs in

1 determining the reasonableness of a health care provider's charges. Defendants instead state that
2 the "general" rule is costs can be (but are not necessarily) probative of reasonable value, relying
3 on *Fairbanks N. Star Borough v. Tundra Tours, Inc.* 719 P.2d 1020, 1027 (Alaska 1986) (school
4 bus transportation costs intended to be captured in billed charges). Defendants also cite *Doe v.*
5 *HCA Health Servs. of Tennessee, Inc.*, 46 S.W.3d 191 (Tenn. 2001), but that court noted that
6 "internal factors" may be considered along with "similar charges of other hospitals in the
7 community." *Id.*, 46 S.W.3d at 198. The Court finds those authorities to be unpersuasive here.

8 43. Other authority supports Plaintiffs' position that costs need not be considered to
9 determine the reasonableness of billed charges. See *Certified Fire Prot. Inc. v. Precision Constr.*,
10 126 Nev. 371, 381 n.3, 283 P.3d 250, 257 n.3 (2012); *NorthBay Healthcare Group v. Blue Shield*
11 *of Cal. Life & Health*, 342 F. Supp. 3d 980, 990 (N.D. Cal. 2018) (denying a motion to compel
12 cost documents because, for quantum meruit, "the reasonable and customary value of hospital
13 services is determined by value to the recipient, not the cost to the provider" and the provider did
14 not intend to introduce such evidence in support of the establishing the value of services); *Regents*
15 *of the Univ. of California v. Glob. Excel Mgmt., Inc.*, No. SACV160714DOCEX, 2018 WL
16 5794508, at *19 (C.D. Cal. Jan. 10, 2018) ("under quantum meruit, the costs of the services
17 provided are not relevant to a determination of reasonable value."); *Children's Hosp. Cent.*
18 *California v. Blue Cross of California*, 172 Cal. Rptr. 3d 861, 872 (2014) (the true marker of the
19 "reasonable value" of services has been described as the "going rate" for the services or the
20 "reasonable market value at the current market prices"); *Risinger v. SOC LLC*, 936 F. Supp. 2d
21 1235, 1246–47 (D. Nev. 2013).

22 44. Defendants have not shown that the Court abused its discretion in excluding
23 discovery and admission of evidence on the costs of providing emergency services. Testimony
24 at trial demonstrated that Plaintiffs determine charges not based on costs, but on FAIR Health
25 data. 11/16/21 Tr. at 83:24–84:7. Defendants' own damages expert, Mr. Deal, opined at trial that
26 emergency services are a classic example of a service with inelastic demand. 11/18/21 Tr. at
27 199:5–21 ("The opposite end of the spectrum is what we call inelastic demand. And that's a
28 situation exactly the opposite where it doesn't matter what your price is effectively. People are

1 going to have to buy that service.”). The Court was within its discretion to conclude that cost-
2 related evidence is not probative of the reasonable rate of payment for out-of-network emergency
3 services.

4 45. Defendants cite a single offer of proof: the testimony of Mr. Murphy, who stated
5 that TeamHealth’s average cost was \$150 per emergency encounter. Mot. at 28 (citing
6 Defendants’ Omnibus Offer of Proof at 168). But the offer of proof does not purport to address
7 all fixed or variable costs. Nor does it show how these costs compare to other providers’ costs.
8 Although Mr. Murphy testified in the same offer of proof that TeamHealth collected an average
9 of \$350 per encounter from commercial insurers, this amount is misleading because it includes
10 in-network rates.

11 46. Because Defendants’ offer of proof provides no baseline to compare the Plaintiffs’
12 profits vis-à-vis other emergency services providers, it fails to show that the excluded evidence
13 of costs is material.

14 47. Finally, substantial evidence supports the jury’s verdict and no alleged error is
15 material or affects Defendants’ substantial rights. The Court will not grant a new trial on this
16 ground.

17 **E. Billed charges**

18 48. The Court disagrees with Defendants’ position that they were prevented from
19 discussing how Plaintiffs set their billed charges. The Court’s order excluded only certain charge-
20 setting evidence:

21 IT IS HEREBY ORDERED that the Motion is GRANTED with respect to
22 the issue of how the Health Care Providers’ charges are set. Any evidence,
23 argument, or testimony relating to how the Health Care Providers’ charges
24 are set is hereby EXCLUDED in limine. This shall not preclude the
introduction of evidence regarding FAIR Health or percentiles of FAIR
Health, nor shall it preclude the introduction of evidence regarding increase
in prices set by the Health Care Providers.

25 Order Granting Pls.’ Mot. in Limine to Exclude Evidence Subject to Court’s Discovery Orders at
26 3:22–28.

27 49. In fact, Defendants elicited testimony about Plaintiffs’ setting of billed charges.
28 See 11/16/21 Tr. at 81:23–84:14 (discussing Plaintiffs’ chargemaster as tied to the 80th percentile

1 of FAIR Health). The only offer of proof Defendants cite relates to “Plaintiffs’ conduct in seeking
2 higher reimbursement on a claim-by-claim basis through a collection agency that negotiated with
3 MultiPlan.” Defendants’ Omnibus Offer of Proof at 156:2–5; Mot. at 32:9. But evidence about
4 the collection of payments is irrelevant to how Plaintiffs set their billed charges.

5 50. Finally, substantial evidence supports the jury’s verdict and no error alleged as to
6 billed charges is material or affects Defendants’ substantial rights. The Court will not grant a
7 new trial on this ground.

8 **F. Corporate flow of funds**

9 51. With respect to the corporate flow of funds, Defendants cite a single offer of proof:
10 Mr. Murphy’s testimony that physicians will not receive profit sharing on the amount the jury
11 awards in this case. Mot. at 36:11–15. But Defendants did not include specific profits to
12 TeamHealth or Blackstone in its offer of proof, despite taking the opportunity to question Mr.
13 Murphy outside the presence of the jury during trial. *See Cox*, 507 P.3d at 1226.

14 52. The Court did not abuse its discretion by excluding this evidence. The issue at
15 trial was Defendants’ rate of payment. Whether physicians get a share of the verdict is immaterial
16 to Plaintiffs’ reasonable and customary charges. Moreover, Defendants fail to consider whether
17 their underpayments affected physician salary or contract payments. Allowing Defendants to
18 present this evidence to the jury would have been substantially more prejudicial than probative
19 because Defendants would conflate corporate earnings with Plaintiffs’ charge on a per-service
20 basis.

21 53. Although Defendants allege that the jury was left with a mistaken impression
22 about the identity of the Plaintiffs, the Court disagrees that Defendants were precluded from
23 discussing Plaintiffs’ corporate relationships. In fact, Defendants acknowledged that they
24 developed testimony at trial about Plaintiffs’ relationship with TeamHealth and Blackstone.

25 MR. ROBERTS: I just wanted to say, Your Honor, that I understand that
26 you’re -- what your preliminary ruling was on corporate structure, but we’ve
27 obviously gone through this whole trial and we’ve talked about the fact that
28 TeamHealth owns Fremont, that Blackstone owns TeamHealth, and we got
into that

1 11/15/21 Tr. at 180:3–7. This is consistent with the fact that the Court did not exclude all evidence
2 about Plaintiffs’ relationship with TeamHealth or Blackstone. Order Granting Pls.’ Mot. in
3 Limine to Exclude Evidence Subject to Court’s Discovery Orders at 2:22–28.

4 54. Finally, substantial evidence supports the jury’s verdict and no alleged error is
5 material or affects Defendants’ substantial rights. The Court will not grant a new trial on this
6 ground.

7 **G. Balance billing**

8 55. The Court disagrees that Defendants had no opportunity to test claims that
9 Plaintiffs did not balance bill patients. Defendants deposed witnesses to develop this evidence.
10 See Pls.’ Opposition to Defs.’ Mot. in Limine No. 15 at 5 n.2. Also, Plaintiffs produced and
11 offered evidence at trial to show that they did not balance bill Defendants’ members in Nevada.
12 PX424 at 2; 11/16/21 Tr. at 67:12–19, 68:6–13, 69:14–70:5. This Court rejected Defendants’
13 efforts to prohibit Plaintiffs from discussing their policy against balance billing because
14 Defendants did not show this discovery was inadequate. 10/22/21 Tr. 88:11–12. Defendants’
15 single offer of proof is Mr. Murphy’s testimony that TeamHealth balance billed a mere \$27,550
16 in 2017, amounting to 0.08% of its encounters. 11/16/21 Tr. at 124:2–6. Defendants did not
17 explore if this balance billing occurred in Nevada or outside of the state. *See id.*

18 56. In addition, substantial evidence supports the jury’s verdict and no alleged error is
19 material or affects Defendants’ substantial rights. In summary, the Court declines to grant
20 Defendants a new trial on the ground of alleged discovery or evidentiary errors.

21 **III. Limine rulings**

22 57. Defendants argue that the Court erred in ruling on United’s Motion in Limine
23 regarding: (1) Plaintiffs’ prior pleadings, and (2) evidence related to 2020 claims in the claims
24 file and Naviguard. Mot. at 29–46. The Court finds that Defendants do not meet the standard for
25 a new trial on either point.

1 **A. Prior pleadings**

2 58. The Court declines to grant Defendants a new trial based on the Court's limine
3 ruling regarding the dropped claim of tortious interference with an implied covenant of good faith
4 and fair dealing. See Mot. at 39–43.

5 59. First, the dropped claim was irrelevant to the matters at issue in trial. Even if the
6 claim had any relevancy, its probative value was substantially outweighed by the likelihood of
7 unfair prejudice, confusion of the issues, and a waste of time. See 10/20/21 Tr. at 93:4–99:12.
8 Defendants' argument about hearsay does not overcome the relevancy problem. See Mot. at 39–
9 40; *compare* NRS 51.035(3) *with* NRS 48.015–48.035.

10 60. Second, Defendants did not approach or make an offer of proof about this issue.
11 See *Cox*, 507 P.3d at 1226. Defense counsel acknowledged that Paragraph 209 is subject to
12 objection and would be admissible at trial only if Plaintiffs opened the door. 10/20/21 Tr. at
13 96:10–99:12. The Court then granted the limine and observed that “[i]f [Plaintiffs] open the door
14 at the time of trial, we will revisit the issue.” *Id.* at 99:10–12. But Defendants did not approach
15 the bench to introduce this paragraph or revisit the issue.

16 61. In addition, substantial evidence supports the jury's verdict and no alleged error is
17 material or affects Defendants' substantial rights. The Court will not grant a new trial on this
18 ground.

19 **B. 2020 claims and Naviguard**

20 62. The Court also declines to grant a new trial based on evidence relating to 2020
21 claims or Naviguard. See Mot. at 43–46.

22 63. The Court is not persuaded that it abused its discretion in admitting Naviguard
23 evidence. This evidence was probative of Defendants' intent to improperly underpay billed
24 charges for out-of-network services during the claims period. See, e.g., 11/9/21 Tr. at 141:18–
25 163:18, 175:18–196:25 (Mr. Haben agreed that the Naviguard discussions impacted decisions in
26 2019 for United to seek more profits by replacing Multiplan and reducing reimbursement rates in
27 Nevada).
28

64. With respect to 2020 claims, Defendants waived any claim to arbitration by not seeking it. *Principal Investments v. Harrison*, 132 Nev. 9, 20–21, 366 P.3d 688, 697–98 (2016) (a party waives an arbitration clause by engaging in court proceedings). Further, Defendants do not provide any basis for concluding that the jury awarded relief for claims after January 1, 2020.

65. In addition, substantial evidence supports the jury’s verdict, and no alleged error is material or affects Defendants’ substantial rights. The Court will not grant a new trial on this ground.

IV. Alleged attorney misconduct

66. Defendants devote approximately thirty pages of their Motion to alleged attorney misconduct. *See* Mot. at 54–85. In most cases, Defendants do not address whether the alleged misconduct was objected to, the grounds of any objection, and what the other evidence on the given issue was, hampering an analysis under *Lioce v. Cohen* and its progeny. *See Lioce v. Cohen*, 124 Nev. 1, 174 P.3d 970 (2008). Nonetheless, mindful of its obligations under *Lioce*, the Court has endeavored to fully address the Defendants’ arguments.

67. A district court’s decision whether to grant or deny a motion for new trial is committed to the court’s discretion. *See Lioce*, 124 Nev. at 20; 174 P.3d at 982. Whether an attorney’s comments are misconduct is a question of law; however, the reviewing court will give deference to the district court’s factual findings and application of the standards to the facts. *Id.*

68. Under *Lioce*, the Court must analyze objected-to misconduct separately from unobjected-to misconduct. *Lioce*, 124 Nev. at 17–18; 174 P.3d at 981. The vast majority of conduct that Defendants address was not objected to on the basis of attorney misconduct. The Court first addresses the small number of complained-of actions that Defendants have specified they objected to below.

A. Alleged misconduct to which Defendants objected on some ground

69. The Court has searched the thirty pages of the Motion devoted to alleged misconduct and located the following instances where Defendants specify that they objected to the alleged misconduct. As discussed below, in many of these instances where Defendants did object, they objected on a basis other than attorney misconduct. Such an objection does not

1 suffice to preserve an objection regarding misconduct. *See United States v. Gomez-Norena*, 908
2 F.2d 497, 500–01 (9th Cir. 1990) (“a specific objection made on the wrong grounds . . . precludes
3 a party from raising a specific objection on other, tenable grounds.”).

4 70. On page 59, Defendants state that Plaintiffs’ counsel juxtaposed the average
5 reimbursement paid by Defendants per emergency-room visit in Nevada against other states.
6 Mot. at 59 (citing 11/2/21 Tr. at 24:16–21; Opening Statement Presentation at 2; 11/2/21 Tr. at
7 13:13–15:6). The objection Defendants cite was made in advance of the opening statement to the
8 slide in the presentation and the objection was to relevancy. 11/2/21 Tr. at 13:13–22. Later,
9 counsel suggested he thought the slide might be prejudicial or misleading “because each of these
10 markets is unique in its own way”—again, essentially a relevancy objection. *See id.* at 14:16–
11 15:6. The Court does not interpret this objection as an objection to attorney misconduct. To the
12 extent it could be construed as an objection to attorney misconduct, the Court finds that it did not
13 err in overruling the objection. The Court further finds that an admonition would not have been
14 likely to have affected the verdict in favor of Defendants. The objection was to a single slide on
15 a peripheral issue.

16 71. On page 61, Defendants argue that Plaintiffs impermissibly stated that Plaintiffs
17 needed more reimbursement so the quality of care in Nevada could improve. Mot. at 61 (citing
18 11/17/21 Tr. at 274:3–276:2; 11/19/21 Tr. at 141:15–21. With respect to November 17,
19 Defendants only point to their restatement of an objection, but do not point to the objected-to
20 testimony (which took place earlier). The Court cannot locate the testimony that Defendants
21 claim the objection related to. If the objection was sustained, Defendants do not show how the
22 misconduct was so extreme that the objection and admonition could not remove its effect. If not,
23 Defendants have not shown the Court that it abused its discretion.

24 72. With respect to November 19, Defendants’ objection was to foundation, not
25 misconduct. 11/19/21 Tr. at 18–21. The Court sustained the objection. The Court did not
26 admonish the jury, but given that Defendants did not object to alleged misconduct or request an
27 admonition, the Court finds that Defendants have not shown the Court erred. The Court further
28 notes that even if Defendants had objected on the basis of misconduct, the Defendants should

1 have requested an admonition after their objection was sustained. *Gunderson v. D.R. Horton,*
2 *Inc.*, 130 Nev. 67, 77, 319 P.3d 606, 613 (2014) (“[W]hen a district court sustains an objection to
3 attorney misconduct but fails to admonish counsel or the jury, if objecting counsel does not
4 promptly request the omitted admonishments, he or she must, in seeking a new trial based on the
5 improper conduct, demonstrate that the misconduct was so extreme that the objection and
6 sustainment could not have removed the misconduct’s effect.”). Defendants have not addressed
7 this standard in their motion. Further, the Court does not find that an admonition would have
8 affected the verdict in favor of Defendants.

9 73. On page 65, Defendants refer to an exchange in which Plaintiffs’ counsel
10 responded to Mr. Haben by stating “Uh-oh.” Mot. at 65 (citing 11/3/21 Tr. at 17:7–15). The
11 objection by Defendants was an objection to form. *See id.* The Court overruled the objection.
12 *Id.* The Court does not interpret this objection as an objection to attorney misconduct. To the
13 extent it could be construed as an objection to attorney misconduct, the Court finds that it did not
14 err in overruling the objection, and further finds that any admonition would not likely have
15 affected the verdict in favor of the Defendants, given the minor nature of the conduct.

16 74. Also on page 65, Defendants refer to an exchange that Defendants claim eroded
17 attorney-client privilege. Mot. at 65 (citing 11/3/21 Tr. at 21:8–22:4). Defendants initially
18 objected with a reference to *Coyote Springs*, which the Court took to be an attorney-client
19 privilege objection referring to *Coyote Springs Investment, LLC v. Eighth Jud. Dist. Court*, 131
20 Nev. 140, 347 P.3d 267 (2015). The Court and counsel for both sides then engaged in a colloquy
21 about appropriate guidelines for the questions. 11/3/21 Tr. at 21:12–17. The Court does not
22 interpret this objection as an objection to attorney misconduct. In addition, the objection resulted
23 in a narrowing of issues that both parties found acceptable. *See id.*

24 75. Defendants’ next objection in this colloquy was “argumentative.” 11/3/21 Tr. at
25 21:24. The Court does not interpret this objection as an objection to attorney misconduct. To the
26 extent it could be construed as an objection to attorney misconduct, the Court finds that it did not
27 err in overruling the objection. Further, the Court finds that an admonition to the jury regarding
28 this question would not have affected the verdict in favor of the Defendants. The question that

1 set off the colloquy was a minor question on a non-central issue involving whether not MultiPlan
2 providers have contracts with United to be part of the United network. *Id.* at 4–6. This issue was
3 not central to the case or the jury’s verdict. Moreover, the witness cured any potential prejudice
4 by responding that his “impression was to tell the truth and to help educate.” *Id.* at 22:4.

5 76. On page 66, Defendants refer to an instance where Defendants claim Plaintiffs’
6 counsel cut Mr. Haben off. Mot. at 66 (citing 11/3/21 Tr. at 43:12–19). The objection was, “I
7 object to that argumentative statement before the question,” apparently referring to the statement,
8 “I don’t want to hear your [rehearsed] speech.”¹ See 11/3/21 Tr. at 43:12, 17–18. To the extent
9 the objection can be interpreted as an objection to attorney misconduct, the Court finds that it did
10 not err in overruling the objection. Further, the Court finds that an admonition to the jury
11 regarding this statement would not have affected the verdict in favor of the Defendants. The
12 statement was minor and made in passing. In addition, any potential prejudice would have been
13 cured by the Court’s Jury Instruction No. 14, which instructed the jury that “[s]tatements,
14 arguments, and opinions of counsel are not evidence in the case.” See *Krause Inc. v. Little*, 117
15 Nev. 929, 937, 34 P.3d 566, 571 (2001) (“This court presumes that a jury follows the district
16 court’s instructions.”); *Cox v. Copperfield*, 507 P.3d 1216, 1229, 138 Nev. Adv. Op. 27 (April 14,
17 2022) (same).

18 77. Also on page 66, Defendants refer to a question regarding whether Data iSight was
19 “really objective or proprietary.” Mot. at 66 (citing 11/9/21 Tr. at 126:4–9). The objection was:
20 “Object to the form. Foundation. Witnesses are on the list. He knows that. That’s an improper
21 question.” The Court does not interpret this objection as an objection to attorney misconduct.
22 The Court sustained the objection, but did not admonish the jury. However, given that Defendants
23 did not object to alleged misconduct or request an admonition, the Court finds that Defendants
24 have not shown the Court erred, and additionally finds that Defendants have not addressed the
25 standard articulated in *Gunderson* for a failure to request an instruction. See *Gunderson v. D.R.*

26
27
28 ¹ The transcript actually reads: “I don’t want to hear your reverse speech.” *Id.* For the purposes
of this Order, the Court accepts Defendants’ recollection of the statement.

1 *Horton, Inc.*, 130 Nev. 67, 77, 319 P.3d 606, 613 (2014). Further, the Court does not find that
2 any admonition would likely have affected the verdict in favor of the Defendants.

3 78. Also on page 66, Defendants refer to a statement regarding “fake news.” Mot. at
4 66 (citing 11/3/21 Tr. at 117:6–24). The objection was to foundation and relevance, which the
5 Court overruled. The Court does not interpret this objection as an objection to attorney
6 misconduct. To the extent it could be construed as an objection to attorney misconduct, the Court
7 finds that it did not err in overruling the objection. Counsel explained that he referred to “fake
8 news” in that it triggers an association with a certain news outlet, as a metaphor for Defendants’
9 efforts to have the word “egregious” associated with emergency-room doctors. *See id.* The Court
10 finds this comment to be a non-prejudicial, harmless attempt to add color and clarify a concept.
11 The Court further finds that an admonition regarding this minor comment would not have affected
12 the verdict in favor of the Defendants.

13 79. Further on page 66, Defendants refer to a colloquy regarding whether conduct is
14 “egregious.” Mot. at 66 (citing 11/8/21 Tr. at 46:17–24). Defendants’ objection was “Compound
15 and argumentative.” 11/8/21 Tr. at 46:21. The Court sustained the objection regarding compound
16 and instructed counsel to “[b]reak it down.” *Id.* at 46:22. The Court overruled the objection
17 regarding argumentative. The Court does not interpret this objection as an objection to attorney
18 misconduct. To the extent it could be construed as an objection to attorney misconduct, the Court
19 finds that it did not err in overruling the objection. Plaintiffs were questioning the witness
20 regarding the evidence, not suggesting that the jury should ignore the evidence. Further, the Court
21 finds that an admonition to the jury regarding this question would not have affected the verdict in
22 favor of the Defendants.

23 80. On page 67, Defendants refer to a statement referring to “ramrodding.” Mot. at
24 67 (citing 11/8/21 Tr. at 58:5–9). Defendants’ objection is: “Object to form. Argumentative.”
25 11/8/21 Tr. at 58:9. The Court sustained the objection. *Id.* at 58:10. While the Court did not give
26 an admonition, neither did Defendants request one. *See id.* Defendants do not address this failure
27 to request an instruction. *See Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 77, 319 P.3d 606,
28 613 (2014). The Court does not interpret this objection as an objection to attorney misconduct.

1 Further, the Court finds that an admonition to the jury regarding the question would not have
2 affected the verdict in favor of the Defendants.

3 81. As with the previous objections to “argumentative,” the Court interprets these
4 objections as ordinary objections to form that are typically made in any trial, not as objections to
5 the type of misconduct at issue in *Lioce*; plaintiffs’ counsel is simply being colorful in his
6 language, not urging the jury to ignore the evidence or the law, injecting personal opinion
7 regarding the justness of a cause, the credibility of a witness, or the culpability of a litigant, or
8 urging the jury to apply the golden rule. *See Lioce*, 124 Nev. at 20–22, 174 P.3d at 982–84.
9 Defendants did not provide any further contemporaneous elucidation to tell the Court that they
10 perceived these objections to be more than ordinary, either. In addition, Defendants’ objections
11 to form were few and addressed a relatively insignificant number of questions and/or statements
12 in the context of the overall trial and the amount of evidence that supports the jury’s verdict.

13 82. On page 68, Defendants refer to a question regarding whether it is reasonable for
14 UMR to make \$75 more per visit (for certain types of ER visits) than the health care providers
15 treating the patients. Mot. at 68 (citing 11/15/21 Tr. 203:8–17). Defendants’ objection was
16 “Argumentative.” Again, as with the previous objections referring to “argumentative,” the Court
17 does not interpret this objection as an objection to attorney misconduct. To the extent it could be
18 construed as an objection to attorney misconduct, the Court finds that it did not err in overruling
19 the objection. The question was a straightforward question about whether the witness believed
20 the charge was reasonable. Again, Plaintiffs were questioning the witness regarding the evidence,
21 not urging the jury to ignore the evidence. In addition, the witness in this instance had previously
22 failed to provide a responsive answer to the question. *See id.* at 202:24–203:2. Further, the Court
23 finds that an admonition to the jury regarding this question would not have affected the verdict in
24 favor of the Defendants.

25 83. On page 71, Defendants refer to a Bellagio analogy. Mot. at 71 (citing 11/12/21
26 Tr. at 156:17–24). Again, the objection was to the form of the question as argumentative.
27 11/12/21 Tr. at 156:22–23. The Bellagio analogy was an analogy designed to help the jury grasp
28 the concept of a large amount of money. The question was ordinary cross-examination attacking

1 the veracity of the witness's explanations of what United had done to earn \$1 billion. To the
2 extent that this objection could be construed as an objection to attorney misconduct, the Court
3 finds that it did not err in overruling the objection. And again, the question was a minor one in a
4 very long trial. The Court finds that an admonition to the jury regarding this question would not
5 have affected the verdict in favor of the Defendants.

6 84. The final objection that Defendants refer to is on page 83 of the Motion, in which
7 Defendants characterize Plaintiffs' examination as harassing. Mot. at 83 (citing 12/7/21 Tr. at
8 25:16–30:19). The objections the Court can locate are: "Calls for speculation," 12/7/21 Tr. at
9 26:16; "Asked and answered," *id.* at 27:5; "Objection. The form of the question. It's been asked
10 four times and answered four," *id.* at 28:12–13; "Relevance," *id.* at 29:7; "Foundation," *id.* at
11 29:23–24; and an objection on page 30 that was withdrawn, *id.* at 30:12–17. Of these, the only
12 objections that could arguably refer to "harassing examination" are the two "asked and answered"
13 objections at pages 27 and 28. To the extent these objections can be construed as referring to
14 attorney misconduct, the Court finds that it did not err in overruling them. The Court perceived
15 that the witness was evading the question and finds that counsel did not engage in misconduct in
16 following up in the effort to get an answer to his question. Further, the Court finds that an
17 admonition to the jury regarding this question would not have affected the verdict in favor of the
18 Defendants. This was one question during the punitive damages phase regarding the Defendants'
19 reaction to the jury's verdict in the first phase. It came at the end of a weeks-long trial. This
20 single question was not material to the outcome.

21 **B. Alleged misconduct to which Defendants did not object—No objection**

22 85. Defendants had the burden to contemporaneously object and specify attorney
23 misconduct as the basis for the objection during opening, closing, or the presentation of exhibits
24 and witnesses. *See Cox*, 507 P.3d at 1226–27; *BMW v. Roth*, 127 Nev. 122, 135–140, 252 P.3d
25 649, 658–61 (2011); *Grosjean v. Imperial Palace, Inc.*, 125 Nev. 349, 364, 212 P.3d 1068, 1079
26 (2009); *United States v. Gomez-Norena*, 908 F.2d 497, 500–01 (9th Cir. 1990) ("a party fails to
27 preserve an evidentiary issue" by "failing to make a specific objection" and "by making the *wrong*
28 specific objection.") (emphasis original). Defendants admit they did not object to most instances

1 of the alleged attorney misconduct. Mot. at 55 n.7. Failure to object to misconduct waives the
2 complaint. See *Grosjean*, 125 Nev. at 364, 212 P.3d at 1079 (waiver occurs “[w]hen a party fails
3 to object to attorney misconduct during the trial”); *Lioce v. Cohen*, 124 Nev. 1, 19, 174 P.3d 970,
4 981 (2008).

5 86. In a footnote, Defendants argue that *Lioce* “made clear that the failure to object to
6 every instance of opposing counsels’ ‘persistent’ misconduct is not required.” Mot. at 55 n.7.
7 The Court does not agree with this characterization of *Lioce*’s holding. The quoted language
8 refers to a situation in which the movants had objected to misconduct in the opponent’s closing
9 statement three times. The district court sustained all three objections, but counsel continued
10 making the impermissible arguments each time; the fourth time it occurred, the movant did not
11 object. All four instances of misconduct (three objected to, and the last not objected to) occurred
12 in a single closing argument.² Under those narrow circumstances, the Nevada Supreme Court
13 determined that the movant’s complaint regarding the fourth instance of misconduct was not
14 waived despite the failure to object. 124 Nev. at 23, 174 P.3d at 984.

15 87. The Court does not read this ruling in *Lioce* as broadly as Defendants do. The
16 circumstances there involved four instances of clear misconduct in a single closing argument, the
17 first three of which the movant objected to. Here, Defendants point to scattered instances of
18 conduct throughout a multi-week trial. Moreover, Defendants objected to the complained-of
19 conduct only rarely, and even when Defendants did object, the objections typically were not based
20 on claimed misconduct but rather on other grounds (such as lack of foundation). In addition, the
21 Court considers that it has found that the conduct complained of is not misconduct. To the extent
22 any of the conduct could be considered misconduct, it would be marginal and the type of situation
23 where counsel and the Court could benefit from a timely objection in order to alert all parties to
24 Defendants’ concerns and respond accordingly. In fact, the Nevada Supreme Court has
25 repeatedly emphasized the importance of contemporaneous objections for this very reason. *Lioce*,

26
27 ² Putting the *Lioce* ruling in further context, the Supreme Court addressed similar misconduct
28 by the same lawyer making largely the same closing argument across four different lawsuits.
124 Nev. at 25, 174 P.3d at 986 (“In each case, Emerson delivered nearly the same closing
argument, just expanding on the argument and adding additional improper material as the
cases progressed.”).

1 124 Nev. at 17, 174 P.3d at 980 (“We restate the requirement that in our advocacy system, the
2 parties’ attorneys are required to competently and timely state their objections.”); *BMW v. Roth*,
3 127 Nev. 122, 137–38, 252 P.3d 649, 659 (2011) (“When an attorney violates an order in limine,
4 a contemporaneous objection to the violation affords the court and the parties the opportunity to
5 correct the misconduct and/or clarify the order. . . . Dispensing with the requirement of a
6 contemporaneous objection would allow the proponent of the order in limine to remain silent and
7 hope for a new trial even though, in many instances, a curative instruction would prevent the need
8 to relitigate the case. Thus, contemporaneous objections to claimed violations of an order
9 produced by a motion in limine are required to prevent litigants from wasting judicial, party, and
10 citizen-juror resources.”). The narrow exception observed in *Lioce* is distinguishable from the
11 facts here, and the Court declines to excuse Defendants’ failure to object on that ground.

12 88. Other than the approximately dozen instances reviewed in detail above, the
13 remainder of Defendants’ thirty pages of complaints are devoted to allegations where Defendants
14 do not state in the motion that they objected at all, let alone objected on the basis of alleged
15 misconduct. Despite Defendants’ failure to support its arguments under *Lioce*, the Court has
16 reviewed Defendants’ complaints and confirmed the lack of relevant objections, as follows.

- 17 a. **No objection during witness testimony.** For the below complaints, United
18 cites these sections of the trial transcript, which contain no objections:
- 19 i. Early “Pinocchio-ish” comment. Mot. at 72 (citing 11/8/21 Tr. at 20:18–
20 20).
 - 21 ii. Comparing Defendants’ program to casino flyers. *Id.* at 76–77 (citing
22 11/9/21 Tr. at 132:25–136:7). In this same range, Plaintiffs’ counsel
23 compares Data iSight to the “Grand Wizard” in the “Wizard of Oz”
24 telling “Toto” to “ignore the man behind the curtain” without objection.
25 *See* 11/9/21 Tr. at 134:23–135:8.
 - 26 iii. Comparing Defendants’ underpayment for life-saving treatment to the
27 cost of hotel time. *Id.* at 63 (citing 11/2/21 Tr. at 133:16–19).
 - 28 iv. References to “What About Bob?” *Id.* at 67 (citing 11/3/21 Tr. at 59:20–
60:12).
 - v. Comment that United is driven by “more” and that “the children are our
future.” *Id.* at 67 (citing 11/8/21 Tr. at 30:21–31:6).
 - vi. Questions on the believability of a hired expert. *Id.* at 70 (citing 11/3/21
Tr. at 16:13–16).

- vii. References to the cost of the Bellagio. *Id.* at 70–71 (citing 11/3/21 at 65:16–25).
- b. **No objection during opening and closing.** For the below complaints, United cites these sections of the trial transcript, which contain no objections:
- i. Alleged limine violations during closing regarding emotional personal medical stories, references to Plaintiffs as “doctors,” United’s “greed,” and reimbursement rates before 2016. *Id.* at 78 (citing 11/23/21 Tr. at 136:9–138:1, 138:2–12, 140:20–21, 140:22–24, 142:21, 154:4–9).
 - ii. Alleged limine violations for referring to the Plaintiffs as “doctors.” *Id.* at 58–59 (citing 11/23/21 Tr. at 137:2–4, 139:25–140:1, 257:10–23).
 - iii. Reference to conduct that “anybody living in this state ought to be embarrassed about.” *Id.* at 62 (citing 11/23/21 Tr. at 166:11–21).
 - iv. Comments that saving lives is “not selling stadium seating,” comments on the impact of this case on patients, or comments that United is “screwing” Plaintiffs and patients. *Id.* at 64 (citing 11/23/21 Tr. at 150:5–10, 153:25–154:13).
 - v. Comment that the jury is wasting its time if it talks to United in a “whisper.” *Id.* at 84–85 (citing 12/7/21 Tr. at 107:14–15).
- c. **Objecting on basis other than attorney misconduct.** Defendants cite these sections of the trial transcript, which either include no objection or an objection other than attorney misconduct (some of which the Court has already addressed above). Also, Defendants complain about a lack of admonishing instructions. But Defendants cite sections in which they did not request instructions:
- i. Referring to United’s misconduct as “ramrodding” (objection: form, argumentative). Mot. at 67 (citing 11/8/21 Tr. at 58:5–10). The Court sustained the objection. Defendants did not seek an instruction. *Id.*
 - ii. Later Wizard of Oz and Toto comments (objections: argumentative, form). *Id.* at 71 (citing 11/9/21 Tr. at 95:5–18, 103:8–105:8, 139:4–8, 182:1–183:6). The Court sustained some of these objections. Defendants did not seek an instruction. *Id.*
 - iii. Comments that “he who has the gold makes the rules” and about Data iSight as “magic” (objections: argumentative, compound, foundation, speculation). *Id.* at 71 (citing 11/22/21 Tr. at 240:1–6, 250:5–12, 248:19–22). The Court sustained some of these objections. Defendants did not seek an instruction. *Id.*
 - iv. “Bald-faced lie” comment and later “Pinocchio” comments (objections: argumentative, compound). *Id.* at 72 (citing 11/8/21 Tr. at 41, 91–93). The Court sustained these objections and gave an instruction despite Defendants not requesting one. *Id.*
 - v. Calling United’s conduct “evil” (objection: argumentative). *Id.* at 80 (citing 11/23/21 Tr. at 173:10–16). The Court sustained this objection. Defendants did not seek an instruction. *Id.*

- vi. Value of human life compared to cost of airfare (objection: relevance). *Id.* at 63 (citing 11/2/21 Tr. at 132:22–133:15).
- vii. Stock buybacks (objections: none for certain questions, relevance, facts not in evidence, foundation, compound, asked and answered). *Id.* at 81–83 (citing 12/7/21 Tr. at 13:18–18:6, 108:3–9). The questions during the punitive-damages phase were relevant to the jury’s consideration of deterrence. *See* Jury Instruction 43 (“In arriving at any award of punitive damages, you are to consider the following: 1. The reprehensibility of the conduct of the defendant; 2. The amount of punitive damages which will serve the purposes of punishment and deterrence, taking into account the defendant’s financial condition.”); *see* Nev. J.I. 12.1 (2018).
- viii. TeamHealth as “biggest kid in school yard” (objection: facts not in evidence). *Id.* at 62 (citing 11/23/21 Tr. at 145:25–146:9).
- ix. Use of United’s word “egregious” (objection: none for certain questions, argumentative; compound). *Id.* at 63 (citing 11/2/21 Tr. at 124:16–125:18) and 66 (citing 11/8/21 at 46:17–24).
- x. The Blob (objections: none for some questions, compound, argumentative). *Id.* at 67 (citing 11/3/21 Tr. at 196:6–22; 11/9/21 Tr. at 142:15–20).
- xi. Questions regarding the fact that United pays itself more than it pays ER doctors for life-saving treatment (objections: asked and answered, misstates testimony, argumentative). *Id.* at 68 (citing 11/15/21 Tr. at 192:6–193:11, 203:3–205:2).
- xii. Effect of United’s misconduct on “mom and pop” providers (objection: speculation). *Id.* at 72–73 (citing 11/12/21 Tr. at 111).
- xiii. Cross examination of Mr. Deal (objections: none for some questions, compound, asked and answered, assumes facts not in evidence, improper hypothetical). *Id.* at 74 (citing 11/18/21 at 266:9–270:4; 11/19/21 at 54:2–56:8, 101:15–24). The Court sustained some of these objections. United did not seek instructions. *Id.*
- xiv. Cross examination of Mr. Haben (objections: form; argumentative; foundation.). Counsel worked out the objection regarding attorney-client privilege; in response to one objection that question was “improper,” plaintiffs’ counsel rephrased the question; for other objection that question was “improper,” the Court sustained the objection before the witness answered and plaintiffs’ counsel rephrased; defendants did not request an instruction. *Id.* at 65 (citing 11/3/21 at 15:7–15, 43:12–19, and 21:8–22:4; 11/9/21 at 126:4–9; 11/12/21 at 114:22–115:1). *See also id.* at 66 (citing 43:3–6) (objection: argumentative sustained; Defendants did not request a curative instruction).
- xv. Reference to “fake news” (objection: foundation and relevance). *Id.* at 66 (citing 11/3/21 at 117:6–24).
- xvi. Comments that United cheated members out of protection and took money from doctors’ pockets and put the money into United’s pockets (objections: compound, argumentative). *Id.* at 75 (citing 11/8/21 Tr.

160:23–161:15; 11/9/21 Tr. at 45:18–46:1; 11/12/21 Tr. at 115:19–24). The Court sustained some of these objections. Defendants did not seek instructions.

89. As mentioned, some of these instances include the approximately dozen instances reviewed above where Defendants cite in their motion to an objection. As to the remainder, the Court finds that Defendants did not make a proper, contemporaneous objection under *Lioce*, and construes the related allegations of misconduct as unobjected-to. To the extent that Defendants make complaints that are not specifically referred to herein, the Court has not found any other references in Defendants’ motion to objections, and likewise treats such complaints as unobjected-to. In accordance with *Lioce*’s instruction, the Court finds Defendants’ complaints regarding unobjected-to allegations of misconduct to be waived. *Lioce*, 124 Nev. at 19; 174 P.3d at 981–82.

C. Alleged misconduct to which Defendants did not object—No misconduct

90. As stated above, when a party fails to object to complained-of conduct, a district court generally should deem this issue to be waived. *Lioce*, 124 Nev. at 19; 174 P.3d at 981–82. However, in cases of plain error, the district court may still review allegations of unobjected-to attorney misconduct. *Id.* Plain error “requires a party to show ‘that no other reasonable explanation for the verdict exists.’ This standard addresses the rare circumstance in which the attorney misconduct offsets the evidence adduced at trial in support of the verdict.” *Id.* (footnote omitted; quoting *Ringle v. Bruton*, 120 Nev. 82, 96, 86 P.3d 1032, 1041 (2004)). Put another way, the district court must assess whether the complaining party has met its burden of demonstrating that attorney misconduct amounted to “irreparable and fundamental error,” which is “error that results in a substantial impairment of justice or denial of fundamental rights such that, but for the misconduct, the verdict would have been different.” *Id.*

91. Irreparable and fundamental error presupposes that some error exists. Yet as an initial matter, the complaints Defendants raise are typically examples of vigorous advocacy, not misconduct. Plaintiffs directed the jurors toward the evidence; they did not ask the jury to ignore the evidence in favor of sending a message about issues outside of the case. *See Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 78, 319 P.3d 606, 614 (2014) (asking the jury to send a message

1 based on the evidence is not misconduct); *see, e.g.*, 12/7/21 Tr. at 107:14–15 (when asking the
2 jury not to “talk with a whisper,” Plaintiffs’ counsel directed them to evidence—PX 519).

3 92. It is also not attorney misconduct to invite the jury to “consider the
4 contradiction[s]” in an opponent’s conduct when “assessing [the opponent’s] credibility.” *Cox*,
5 507 P.3d at 1227. Doing so is permissible advocacy, not misconduct. *See id.*

6 93. Here, the jury found that Defendants engaged in malicious, fraudulent, and
7 oppressive misconduct. Substantial evidence supports this verdict. *Id.* To meet their burden of
8 proof and justify the award of punitive damages, Plaintiffs cross-examined Defendants’ witnesses
9 on their dishonesty and malicious conduct. Defendants’ argument conflates “prejudice” with
10 “unfair prejudice.” *See United States v. McRae*, 593 F.2d 700, 707 (5th Cir. 1979) (“Relevant
11 evidence is inherently prejudicial; but it is only unfair prejudice, substantially outweighing
12 probative value, which permits exclusion of a relevant matter under Rule 403.”) (emphasis
13 added).

14 94. **Health Care Providers.** Plaintiffs referring to themselves as “Health Care
15 Providers” is a fact, not an attorney’s opinion or a tactic to improperly inflame emotions. *See*
16 Mot. at 56–59. Defendants’ counsel admitted in pretrial that Plaintiffs are physician-owned,
17 employ physician’s assistants and nurses, contract with ER doctors, and provide emergency
18 services. 10/22/21 Tr. at 137:8–140:11. Dr. Scherr testified that most of Fremont’s physicians
19 and all of its physician assistance and nurse practitioners are employees, not independent
20 contractors. 11/15/21 Tr. at 150:5–151:4. Further, Plaintiffs’ examination regarding the fact that
21 Defendants’ shared-savings programs can result in the defendant receiving more in payment for
22 the service than the healthcare provider who performed the service was not misconduct. The
23 examination on this point went to the reasonableness of the Defendants’ payments to the Plaintiffs
24 and whether Defendants’ conduct was malicious or oppressive. Moreover, Defendants were not
25 prejudiced because they had the chance to cross-examine on these points.

26 95. **Quality of healthcare in Nevada.** With respect to the opening statement and
27 reference to the quality of healthcare in Nevada, Mot. at 59, Defendants waited to object until
28 opening statements were complete. 11/2/21 Tr. at 59:17–63:15. The substance of Defendants’

1 objection was that it would be inappropriate to tell the jury to reject the evidence or refuse to
2 apply the law so the jury could send a message. *Id.* At 60. Plaintiffs' counsel then pointed to
3 witness testimony that would support this inference. In other words, Plaintiffs' counsel denied
4 that they would ask the jury to reject the evidence or refuse to apply the law in order to send a
5 message. See 11/2/21 Tr. at 62:16 ("In fact, what we want [the jury] to do is embrace and to
6 apply the law."). The Court overruled the objection. As the Court has already stated, the comment
7 during opening statements did not ask the jury to reject the evidence, ignore the law, or send a
8 message with its verdict, and Defendants do not point to a place where Plaintiffs made such a
9 request. The comment was not misconduct and Plaintiffs responded adequately to the substance
10 of the objection that was made at trial. To the extent that Defendants now broaden their concern
11 beyond the grounds stated in their objection at trial, the Court finds (as discussed in more detail
12 below) that Defendants have not met their burden of showing plain error.

13 96. **Paradise's Lack of Decisions.** As the Court has already stated, asking Ms.
14 Paradise about whether United's planned changes following the liability verdict is not attorney
15 misconduct. Mot. at 82–83. For instance, such inquiries are not impermissible inquiries into
16 subsequent remedial measures under Rule 407. This rule only applies when "measures are taken
17 which, if **taken previously**, would have made the event less likely," as opposed to whether United
18 will take action to prevent **future** underpayments based on **future** action. NRS 48.095. On its
19 face, the rule does not apply regarding the "feasibility of precautionary measures." *Id.* This rule
20 also does not apply to post-event analyses or to compelled remediations. See *Brazos River Auth.*
21 *v. GE Ionics, Inc.*, 469 F.3d 416, 430–31 (5th Cir. 2006); *O'Dell v. Hercules, Inc.*, 904 F.2d 1194,
22 1204 (8th Cir. 1990).

23 97. **Reductions in Medicare Multiple.** Plaintiffs' counsel did not testify that
24 Defendants cut reimbursement rates as a multiple of Medicare. He laid the foundation for
25 United's cut from 350% to 250% of Medicare through a witness. Mot. at 71–72 (citing 11/15/21
26 Tr. at 131:14–19 for question from counsel but ignoring the foundation laid at 16:8–21).

27 98. **Doctor Understanding of Pricing.** Plaintiffs' counsel asked about the witness's
28 understanding of whether doctors understand pricing. Mot. at 73 (citing 11/17/21 Tr. at 256:20–

257:7). United objected for speculation. Witness answered, “I **do** know.” *Id.* (emphasis added). The Court overruled the objection. This is not attorney misconduct.

99. **Talking in a Whisper.** Plaintiffs’ counsel, in the punitive-phase closing, told the jury they would waste their time in correcting United’s misconduct if they “talk in a whisper.” Mot. at 84–85 (citing 12/7/21 at 107:14–15). Counsel directed the jury to award damages based on “Plaintiffs [Exhibit] 519” and other evidence. *See id.* The Nevada Supreme Court has found that this exact conduct is not attorney misconduct. Specifically, in *Pizarro-Ortega*, the attorney argued to the jury that “verdicts hit the paper,” “verdicts shape how people follow the rules,” and that, “[i]f you return a verdict that is too low, people don’t follow the rules.” 133 Nev. at 268–69, 396 P.3d at 789–90. This was not misconduct because counsel directed the jury to the evidence, rather than urging the jury to ignore the evidence or the law.

100. **The Court’s rulings are not Plaintiffs’ Misconduct.** Defendants complain about the exclusion of testimony from Dr. Scherr about the ownership of Fremont. Mot. at 58. But Defendants waived this point because they did not make an offer of proof. *Cox*, 507 P.3d at 1226. Defendants also do not address how the **Court’s** exclusion of irrelevant evidence is attorney misconduct under *Lioce*. *See* Mot. at 58.

101. The above are examples only and also provide further context to the Court’s decisions regarding the objections Defendants did make and the Court’s finding that Defendants have not met their burden to show plain error. To the extent Defendants objected to questions or other conduct at trial on the basis of misconduct and the Court overruled those objections, Defendants have not persuaded the Court that these rulings were an abuse of discretion. To the extent Defendants failed to object to questions or other conduct they complain of now, or objected on other grounds than those complained of now, Defendants have not met their burden of demonstrating plain error, as discussed in more detail below.

D. Alleged misconduct to which Defendants did not object—No plain error

102. Finally, even if any of the alleged misconduct were found to in fact constitute attorney misconduct, the Court finds that Defendants have not met their burden to establish plain error. As discussed herein, the evidence supporting the jury’s verdict in this case was extensive

1 and overwhelming. Defendants have not shown that the alleged error “results in a substantial
2 impairment of justice or denial of fundamental rights such that, but for the misconduct, the verdict
3 would have been different.” *See Lioce*, 124 Nev. at 19, 174 P.3d at 982.

4 103. Many of Defendants’ complaints assume that the jury would construe counsel’s
5 statements or questions (rather than the witness’s answers) as evidence. However, the Court
6 included in its instructions to the jury the following instruction: “The evidence which you are to
7 consider in this case consists of the testimony of the witnesses, the exhibits, and any facts admitted
8 to or agreed by counsel. . . . Statements, arguments and opinions of counsel are not evidence in
9 the case. . . . Questions are not evidence. Only the answer is evidence. You should consider a
10 question only if it helps you understand the witness’s answer. Do not assume that something is
11 true just because a question suggests that it is. You must also disregard any evidence to which an
12 objection was sustained by the court and any evidence ordered stricken by the court.” Jury
13 Instruction No. 14; *see Nev. J.I. 2.3* (2018). Indeed, Defendants highlighted this instruction in
14 their closing argument. 11/23/22 Tr. at 180–81; *see Mot.* at 81. Defendants do not address or
15 explain why the Court should conclude that the jury would ignore this instruction. *See Krause*
16 *Inc. v. Little*, 117 Nev. 929, 937, 34 P.3d 566, 571 (2001) (“This court presumes that a jury follows
17 the district court’s instructions.”); *Cox v. Copperfield*, 507 P.3d at 1229 (same).

18 104. The Court likewise rejects Defendants’ argument regarding cumulative error.
19 Again, Defendants must show plain error, that is, that the attorney misconduct amounted to
20 irreparable and fundamental error, or error that results in a substantial impairment of justice or
21 denial of fundamental rights such that, but for the misconduct, the verdict would have been
22 different. *Gunderson*, 130 Nev. at 78, 319 P.3d at 613-14. Put another way, Defendants must
23 show that: (1) “brief statements” made across a multi-week trial “amounted to such irreparable
24 and fundamental error that **but for** the misconduct the verdict would have been different,
25 especially in light of the evidence supporting [the claims]”; and (2) the jury’s actual and punitive
26 damages awards “depart so greatly from the estimated damages so as to indicate the damages
27 award may be explained **only** by plaintiffs’ counsels’ misconduct.” *See Kinder Morgan Energy*
28 *Partners, L.P. v. Claytor*, 130 Nev. 1205, 2014 WL 7187204 at *3 (2014) (unpublished

1 disposition) (emphasis added). Defendants must show that “no other reasonable explanation for
2 the verdict exists” other than the misconduct and that the misconduct at issue is a “rare occasion
3 when attorney misconduct offsets the evidence adduced at trial in support of the verdict.”
4 *Grosjean*, 125 Nev. at 364–365, 212 P.3d at 1079–80. This requires showing the jury’s findings
5 were “derivative **solely** of the attorney misconduct or that the evidence was offset by the
6 [improper] comments from [the] attorney.” *Id.* (emphasis added). Because substantial evidence
7 supports the jury’s liability and damages findings in both phases of trial, Defendants do not meet
8 either standard.

9 105. The Court has reviewed the record and weighed the alleged misconduct against
10 the reasonableness of the jury’s verdict in light of the evidence. The central issues the jury was
11 asked to resolve were whether the reimbursement (the rate of payment) that Defendants paid to
12 Plaintiffs for services the Plaintiffs provided was reasonable, and whether the failure to provide a
13 reasonable reimbursement was accompanied by fraud, oppression, or malice. It is not feasible
14 for the Court to further detail the weeks of testimony and hundreds of exhibits supporting the
15 verdict here. Nonetheless, the Court has highlighted some of this evidence at the outset of this
16 Order. The Court finds that substantial evidence supports the jury’s verdict, regardless of the
17 complained-of conduct.

18 106. The Court has considered that the trial involved able and vigorous advocacy on
19 both sides. As discussed above, the Court disagrees that Plaintiffs engaged in misconduct.
20 However, in the context of a weeks-long, hard-fought trial, the Court finds that any instances of
21 arguable attorney misconduct are incidental, isolated, and relatively insignificant, and that they
22 are heavily outweighed by the evidence that supports the verdict. Defendants have not
23 demonstrated that but for the alleged misconduct, the verdict would have been different, or that
24 the damages award may be explained only by counsel’s alleged misconduct.

25 V. First-Amendment rights

26 107. The *Noerr-Pennington* doctrine is not a rule of evidence admissibility. Rather, the
27 doctrine applies to provide immunity from statutory liability (or, by extension, common-law
28 liability) for petitioning the government. *Sosa v. DIRECTV, Inc.*, 437 F.3d 923, 929 (9th Cir.

2006); *Theme Promotions, Inc. v. News American Mktg. FSI*, 546 F.3d 991, 1007 (9th Cir. 2008).

Put another way, only when the conduct that gives rise to the cause of action consists of petitioning the government does the *Noerr-Pennington* doctrine come into play.

108. Here, the conduct underlying the causes of action in this case is not First-Amendment activity; it is Defendants' reimbursement of Plaintiffs at what the jury found to be an unfairly low rate. Because of this, Defendants offer the Court a novel interpretation of *Noerr-Pennington*: not as a basis for immunity from liability, but as an evidentiary rule. But Defendants have not cited a single authority that supports such a conclusion.

109. Two of the cases Defendants cite address motions to dismiss under Rule 12 of the Federal Rules of Civil Procedure. See *Sosa v. DirectTV, Inc.*, 437 F.3d 923, 927 (9th Cir. 2006); *Garmong v. Tahoe Reg. Planning Agency*, No. 3:17-cv-00444-RCJ-WGC, 2021 WL 4129386, at *7–8 (D. Nev. Sept. 9, 2021), *appeal docketed*, 21-16653 (9th Cir., Oct. 7, 2021). In the third case Defendants cite, the district court dismissed a cause of action for intentional interference with prospective economic advantage that was premised entirely on the defendant mailing letters to third parties threatening litigation if they did business with the plaintiff—protected conduct under the *Noerr-Pennington* doctrine. See *Theme Promotions, Inc. v. News America Mktg. FSI*, 546 F.3d 992, 1006–07 (9th Cir. 2008). In fact, *Theme Promotions* rejected the plaintiff's attempt to characterize the *Noerr-Pennington* doctrine as an evidentiary privilege. *Id.* at 1007 (“The *Noerr-Pennington* doctrine has been articulated as a principle of statutory construction rather than as a privilege.”). None of these cases supports the massive expansion of the doctrine that Defendants advocate here.

110. Plaintiffs' case against Defendants was simple: Plaintiffs provided valuable services to Defendants' members; Defendants acknowledged an obligation to reimburse Plaintiffs at a reasonable rate; and Defendants instead reimbursed Plaintiffs at a rate that was unfair and unreasonable. Defendants' commissioning of the Yale Study provided important context that enabled Plaintiffs to counter Defendants' narrative that affiliated emergency departments are driving up health care expenses to line their own pockets, a narrative that Defendants in fact continue to put forth in their Motion. See Mot. at 119 (“When TeamHealth Plaintiffs wanted to

undermine the fact that they were egregious billers, they asked Haben whether self-insured employers . . . were going bankrupt because of out-of-network emergency room charges. . . . However, there is no denying that the Nevada Legislature enacted those laws to curb the business practices utilized by private equity backed hospital staffing companies, such as the TeamHealth Plaintiffs, that cause financial hardship.”). But Defendants’ participation in the Yale Study is not the conduct that underlay Plaintiffs’ causes of action. The *Noerr-Pennington* doctrine is inapplicable here, and the Court declines to order a new trial on this ground.

111. In addition, substantial evidence supports the jury’s verdict and no alleged error is material or affects Defendants’ substantial rights.

VI. Alleged irregularities, misconduct, or errors

112. Defendants are not entitled to a new trial due to the irregularities, misconduct, or errors argued in pages 93–119 of the Motion because: (1) Plaintiffs did not improperly change their punitive damages theory; (2) the voir dire proceedings were not irregular; (3) the Court did not improperly admit or conditionally admit exhibits during the liability phase of trial; (4) the Court did not improperly admit evidence in the punitive phase of trial; and (5) the Court did not commit reversible error regarding Plaintiffs’ use of depositions.

A. Punitive-damages theory

113. The Court disagrees with Defendants’ first argument that Plaintiffs expanded their punitive damages theory one week before trial by including a finding of malice. Plaintiffs’ punitive damages theory has included ‘malice’ since the filing of this case. *See* Pls. Orig. Compl. (Apr. 15, 2019) ¶ 55; Pls. 1st Am. Compl. (Jan. 7, 2020) ¶ 214.

114. In Plaintiffs’ Second Amended Complaint, the operative complaint at trial, instead of regurgitating each part of the statute (since Plaintiffs were seeking all theories), Plaintiffs stated that Plaintiffs sought punitive damages:

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

Pls. 2d Am. Compl. (October 7, 2021) ¶ 96; *id.* at ¶ pg. 16.

1 115. The punitive damages statute outlines that a jury may award punitive damages for
2 “oppression, fraud or malice, express or implied.” NRS 42.005(1). Plaintiffs’ punitive damage
3 theory did not expand one week before trial; the “malice” theory has existed from the beginning
4 of this lawsuit.

5 116. The Court also disagrees that it abused its discretion in allowing the filing of a sur-
6 reply. Plaintiffs argued that Defendants improperly raised new arguments for punitive damages
7 in Defendants’ reply to Plaintiffs’ response. *See* Pls. Mtn. for Leave to File Supp. in Opp. To
8 Defs.’ Reply (October 17, 2021). Plaintiffs sought leave to file a sur-reply to address only those
9 new arguments. The Court was within its discretion to grant that leave. There is nothing
10 “irregular” about this process.

11 **B. Unjust enrichment**

12 117. Plaintiffs’ position has always been that Plaintiffs seek punitive damages against
13 Defendants as may be available under any cause of action. *See, e.g.,* Joint Pretrial Memo.
14 (October 7, 2021), Section II, Plaintiffs’ Statement of the Case (“Through this lawsuit, the Health
15 Care Providers seek actual damages in excess of \$10,000,000 for Defendants’ systematic
16 underpayment of claims, pre- and post-judgment interest, attorneys’ fees and costs, and punitive
17 damages, including damages under NRS 42.005(2)(b)”; Pls. 2d Am. Compl., filed 10/07/21 (“the
18 Health Care Providers request the following relief: . . . (D) An award of punitive damages, the
19 exact amount of which will be proven at trial.”); Resp. Ex. 2 (Fremont’s FRCP 26(a) Initial
20 Disclosures served October 2, 2019) (“Plaintiff also seeks punitive damages, attorneys’ fees, costs
21 and interest under each of the claims asserted in this action”). Defendants knew of Plaintiffs’
22 theories. As such, the Court did not abuse its discretion when it allowed the jury to decide punitive
23 damages for unjust enrichment.

24 118. Defendants knew or should have known that Plaintiffs sought punitive damages
25 for unjust enrichment. Defendants state that “Defendants then relied on TeamHealth Plaintiffs’
26 statement of their case in creating their trial defense strategy and trying their case.” Mot. at 97.
27 Plaintiffs’ statement of the case includes the following:
28

1 Through this lawsuit, the Health Care Providers seek actual damages in excess of
2 \$10,000,000 for Defendants' systematic underpayment of claims, pre- and post-judgment
3 interest, attorneys' fees and costs, and punitive damages, including damages under NRS
4 42.005(2)(b).

5 10/27/21 Joint Pretrial Memo., Section II, Plaintiffs' Statement of the Case, at pg. 4. From this,
6 Defendants knew or should have known that Plaintiffs sought punitive damages under any of
7 Plaintiffs' legal theories in the case because Plaintiffs did not limit the request of punitive
8 damages to any single claim. *See* 6/29/22 Order Granting Plaintiffs' Motion to Modify Joint
9 Pretrial Memorandum.

10 119. The Court disagrees that Defendants learned "two days before closing argument"
11 that Plaintiffs "wanted to seek punitive damages based on their unjust enrichment cause of
12 action." At worst, Plaintiffs submitted the Contested Proposed Jury Instructions and a trial brief
13 on punitive damages under a theory of unjust enrichment on November 15, 2021. This is nearly
14 two weeks before closing arguments and was before Defendants' case in chief even began.
15 Defendants not only had ample time to prepare for their closing arguments, but they had their
16 entire case in chief to put on evidence to rebut a punitive damages theory under unjust enrichment.

17 120. The only case Defendants cite on this point is *Sprouse v. Wentz*, 105 Nev. 597,
18 781 P.2d 1136 (1989). This case is inapposite. In *Sprouse*, the party seeking punitive damages
19 did not allege in its complaint (or counterclaim) actions arising to the level of fraud, oppression,
20 or malice. Plaintiffs did that here. Also, in the prayer for relief, the plaintiff in *Sprouse* only
21 asked for punitive damages on a fraud claim. In the bench trial, the court explicitly concluded
22 there was no fraud. Here, Plaintiffs sought punitive damages for all claims in their prayer for
23 relief and the jury concluded Defendants engaged in oppression, malice, and fraud. In *Sprouse*,
24 the party seeking punitive damages also limited its theory to fraud in the pretrial memorandum
25 and there was no other evidence that the defendant believed other theories were alleged. Here,
26 the Pretrial Memorandum outlines that Plaintiffs seek punitive damages on all claims.

27 121. In sum, Plaintiffs have always sought punitive damages under a theory of unjust
28 enrichment, including in the Pretrial Memorandum—this is not a "new" theory of damages. That

1 is why the Court allowed the Plaintiffs to amend the Pretrial Memorandum to clarify, if any doubt
2 remained, that Plaintiffs were seeking punitive damages under a theory of unjust enrichment. *See*
3 11/23/21 Tr. at 115:25–116:10; 6/29/22 Order Granting Plaintiffs’ Motion to Modify Joint Pretrial
4 Memorandum. Defendants are not entitled to a new trial on this ground.

5 **C. Voir dire**

6 122. To obtain a new trial regarding peremptory strikes, Defendants must show: (1)
7 error under NRS 16.030(4), and (2) the error materially affected its substantial rights. *See Perez*
8 *v. State*, 128 Nev. 925, 381 P.3d 650, 2012 WL 1448289 (2012) (unpublished disposition).
9 Defendants do not meet this standard.

10 123. First, Defendants do not establish error. The Court disagrees with Defendants’
11 claims that they have an “absolute” right that “no circumstances can bring . . . within the discretion
12 of the trial court.” Mot. at 100–01. In fact, “[t]he scope of voir dire and the method by which
13 voir dire is pursued are within the discretion of the district court.” *Morgan v. State*, 134 Nev.
14 200, 210, 416 P.3d 212, 223 (2018). The *Morgan* court affirmed a trial court’s limitations on
15 peremptory strikes. *See id.* (affirming a “use it or lose it” peremptory process). Because “the
16 purpose of voir dire is to ensure that a fair and impartial jury is seated,” examples of an abuse of
17 discretion involve when the trial court adopts a procedure that prevents a party from assessing a
18 potential juror’s bias or prejudice until after the party has used all of its peremptory strikes. *Id.*;
19 *Gyger v. Sunrise Hosp.*, 129 Nev. 1119, 2013 WL 7156028 *2 (2013) (unpublished disposition).
20 Here, Defendants raise no issue for an abuse of discretion because they do not argue that the
21 Court’s adopted procedure prevented them from assessing bias and prejudice before they used all
22 of their peremptory strikes.

23 124. Second, even if the Court erred, there is no material harm or prejudice to
24 Defendants. Even when there is error in the voir dire process, “[s]uch an error does not warrant
25 reversal, where, as here, the appellant fails to show that an impartial jury was not empaneled or
26 any resulting prejudice.” *Kiles v. State*, 433 P.3d 1257, 2019 WL 442397, *1–2 (Nev. 2019)
27 (unpublished disposition). In *Gyger*, the trial court erred because the voir-dire process prevented
28 the party from assessing the fairness of a potential juror until after the party used all of its

peremptory strikes. 129 Nev. 1119, *2. The complaining party even identified a potential juror who was seated on the jury and who the party believed might have had improper bias or prejudice. *Id.* But, because the potential juror “stated she could be fair and impartial, the evidence at trial was conflicting, and the jury rendered a unanimous verdict,” there was no material harm or prejudice that supported a new trial. *Id.* at *2–3. Here, Defendants, at trial and in the Motion, have not claimed that the Court empaneled an unfair or partial jury, nor do they identify a single potential juror: (1) with improper bias or prejudice, (2) who was seated as a juror, (3) for whom Defendants were “forced to guess about the comparative fairness,” or (4) on whom Defendants would have exercised a peremptory strike but for the Court’s adopted procedure. *See id.*; Mot. at 98–101. In fact, Defendants do not identify any potential or actual juror Defendants would have struck for any reason. *See* Mot. at 98–101.

125. Accordingly, Defendants have not demonstrated error, material harm or prejudice arising from voir dire. Defendants are not entitled to a new trial on this ground.

D. Conditionally admitted exhibits; foundation issues

126. With respect to conditionally admitted exhibits, Defendants waived any objection because they did not move to strike those exhibits from the record before the close of evidence. *See Huddleston v. U.S.*, 485 U.S. 681, 690 n.7 (1988). Specifically, as the U.S. Supreme Court recognized:

When an item of evidence is conditionally relevant, it is often not possible for the offeror to prove the fact upon which relevance is conditioned at the time the evidence is offered. In such cases it is customary to permit him to introduce the evidence and ‘connect it up’ later. Rule 104(b) continues this practice, specifically authorizing the judge to admit the evidence ‘subject to’ proof of the preliminary fact. It is, of course, not the responsibility of the judge sua sponte to insure that the foundation evidence is offered; **the objector must move to strike the evidence if at the close of the trial the offeror has failed to satisfy the condition.**

127. *Id.* (emphasis added); *see* NRS 47.070; Fed. R. Evid. 104(b).

128. Contrary to Defendants’ argument, the Court did not abuse its discretion by not holding a lengthy hearing under Rule 104(b). As the U.S. Supreme Court recognized:

The trial court has traditionally exercised the broadest sort of discretion in controlling the order of proof at trial, and we see nothing in the Rules of Evidence that would change this practice. Often the trial court may decide to allow the proponent to introduce evidence concerning a similar act, and at a later point in the

1 trial assess whether sufficient evidence has been offered to permit the jury to make
2 the requisite finding.
3 *Huddleston*, 485 U.S. at 690. Defendants have shown no error or abuse of discretion in the
4 manner or timing for the Court's admission of evidence under Rule 104(b).

5 129. Because the standard for conditional relevancy under Section 47.040 and Rule
6 104(b) is minimal, there is no error or abuse of discretion. Contrary to Defendants' argument, the
7 Court does not weigh the evidence or affirmatively find whether a witness has personal
8 knowledge or whether a document is authentic. Instead, as the U.S. Supreme Court recognized:

9 In determining whether the Government has introduced sufficient evidence to meet
10 Rule 104(b), the trial court neither weighs credibility nor makes a finding that the
11 Government has proved the conditional fact by a preponderance of the evidence.
12 The court simply examines all the evidence in the case and decides whether the
13 jury **could reasonably find** the conditional fact . . . by a preponderance of the
14 evidence.
15 *Huddleston*, 485 U.S. at 690 (emphasis added); *Rickets v. City of Hartford*, 74 F.3d 1397, 1410
16 (2d Cir. 1996) (recognizing that authenticity is a Rule 104(b) issue that "only the **jury** can finally
17 decide") (emphasis added); *United States v. Gutierrez de Lopez*, 761 F.3d 1123, 1133 (10th Cir.
18 2014) (citing McCormick on Evidence for the proposition that the "foundational fact of personal
19 knowledge under Rule 602 falls under Rule 104(b); and the trial judge plays only a limited,
20 screening role, merely deciding whether the foundational testimony would permit a rational juror
21 to find that the witness possesses the firsthand knowledge."). Defendants have not shown or
22 attempted to show that no reasonable juror could infer authenticity or personal knowledge
23 regarding complained-of exhibits or testimony.

24 130. In addition, Defendants have not shown that the Court abused its discretion
25 regarding authenticity for the complained-of exhibits. In fact, Defendants do not claim that the
26 exhibits lack authenticity; the parties do not dispute that these exhibits in fact are what Plaintiffs
27 represented them to be. Instead, Defendants incorrectly challenge the foundation for authenticity
28 and argue that authenticity requires the testimony of a witness with personal knowledge of the
entire document and how the document was made and kept. Mot. at 105–06. The Court disagrees
with this position for the following reasons.

1 131. First, Plaintiffs did not need to lay a business-records foundation because the
2 exhibits are statements by party opponents and thus are not hearsay. *See* NRS 51.035(3), 51.135;
3 Mot. at 105–06. Defendants also did not object to hearsay and thus waived this objection.

4 132. Second, witness testimony is not required for authentication. NRS 52.175 (“The
5 testimony of a subscribing witness is not necessary to authenticate a writing unless required by
6 the laws of the jurisdiction whose laws govern the validity of the writing”); Fed. R. Evid. 903
7 Advisory Committee Notes (“The common law requirement that attesting witnesses be produced
8 . . . has generally been abolished except with respect to documents which must be attested to be
9 valid, e.g., wills in some states”).

10 133. Third, “testimony of a witness with knowledge” is only one of several recognized
11 methods of authentication (e.g., some documents are self-authenticating). NRS 52.025–52.105,
12 52.115–52.175. The correct statement of the rule is that the “requirement of authenticity or
13 identification as a condition precedent to admissibility is satisfied **by evidence or other showing**
14 sufficient to support a finding that the matter in question is what the proponent claims.” NRS
15 52.015(1) (emphasis added).

16 134. Finally, the United and Multiplan exhibits at issue are self-authenticating.
17 “Documentary evidence may be authenticated through circumstantial evidence, including the
18 document’s own distinctive characteristics and the circumstances surrounding its discovery,”
19 including that the document is the opponent’s document, the opponent produced the document,
20 and the document reflects the opponent’s letterhead or logo. *Ideal Electric Company v. Flowserve*
21 *Corp.*, No. CV-S-1092-DAE(LRL), 2006 WL 8441868, at *1-2 (D. Nev. Sept. 21, 2006).

22 135. Plaintiffs in fact laid the foundation for personal knowledge of Haben and Paradise
23 (and others) to identify these exhibits and to testify regarding the subject matter of these exhibits.
24 This is a low bar:

25 This standard is not difficult to meet. A court should exclude testimony for lack of
26 personal knowledge “only if in the proper exercise of the trial court’s discretion it
27 finds that the witness could not have actually perceived or observed that which he
28 testifies to.” *United States v. Sinclair*, 109 F.3d 1527, 1536 (10th Cir.1997)
(quotations omitted); see also 1 Kenneth S. Broun, MCCORMICK ON EVIDENCE §
10 n. 6 (7th ed.2013) (“[T]he foundational fact of personal knowledge under Rule
602 falls under Rule 104(b); and the trial judge plays only a limited, screening role,
merely deciding whether the foundational testimony would permit a rational juror

1 to find that the witness possesses the firsthand knowledge.”); *WRIGHT & GOLD*,
2 *supra* § 6022 (“[T]he testimony is excluded only if, as a matter of law, no juror
3 could reasonably conclude that the witness perceived the facts to which she
4 testifies.”).
5 *Gutierrez de Lopez*, 761 F.3d at 1133; *United States v. MMR Corp. (LA)*, 907 F.2d 489, 496 (5th
6 Cir. 1990) (for personal knowledge, “[t]he general rule . . . is that the lay witness need not be able
7 to testify to the factual basis for his or her opinion” and “uncertain[ty]” about the details of
8 documents created by another person is not a bar to meeting the foundational requirement for
9 personal knowledge).

10 136. Because the jury could rationally have concluded that Haben and Paradise have
11 personal knowledge sufficient to identify United and Multiplan documents and to discuss how
12 these documents relate to United operations they oversee, the Court did not abuse its discretion
13 in admitting these exhibits with these witnesses. In fact, all but one of these exhibits were
14 produced by Defendants and were labeled with a Defendants’ Bates number. PX 25; PX 53; PX
15 55; PX 67; PX 92; PX 273; PX 354; PX 361; PX 426; PX 462; PX 470; PX 478; 11/9/21 Tr. at
16 170:12–15, 170:22–171:2, 171:13–172:7. The other is a MultiPlan document that purports to
17 describe Data iSight. *See* PX 413. Similarly, Defendants have not shown that, as a matter of law,
18 no reasonable juror could have concluded that both lacked personal knowledge on these topics.

19 137. In addition, substantial evidence supports the jury’s verdict and no alleged error is
20 material or affects Defendants’ substantial rights. Defendants are not entitled to a new trial on
21 these grounds.

22 **E. Punitive-damages evidence**

23 138. During discovery, Plaintiffs served a request for production seeking the impact of
24 Defendants’ out-of-network reimbursement rates on Defendants’ profits. *See* Resp. Ex. 3, Pls.’
25 1st RFP, at No. 34. This request for production was served more than a year before the trial in
26 this matter began. On numerous occasions, Defendants supplemented their response to Plaintiffs’
27 request, with the last supplementation occurring on October 30, 2020 (also a year before trial
28 began). In their last supplement, Defendants stated that they had “not located documents
responsive to this request. United’s efforts to identify such documents, if any exist, are
continuing.” Resp. Ex. 4, United’s 9th Supplemental Responses. Defendants never produced a

1 single document responsive to the request. Accordingly, Plaintiffs requested audited financial
2 statements because these demonstrate profits at a certain level.

3 139. Defendants did not offer to produce a different set of documents that demonstrated
4 the profit impact of out-of-network reimbursements. Instead, Defendants contested the need to
5 produce any financial documents at all. Ultimately, Defendants produced the documents. *See*
6 12/7/21 Tr. at 52:17-21. The audited financials were responsive documents providing the
7 necessary profit information. Regardless, the documents are accurate reflections of the profits of
8 the various Defendants. Accordingly, the financial documents were properly produced and were
9 directly responsive to requests served during the discovery period.

10 140. The Court rejects Defendants' argument that the audited financials were
11 inadmissible because they contained information outside the state of Nevada. Defendants chose
12 not to provide Plaintiffs Nevada-only financials. Defendants also could have cured any potential
13 confusion at trial by breaking down the financial information attributable to other states versus
14 only Nevada. Any harm attributable to the inclusion of non-Nevada numbers is attributable to
15 Defendants.

16 141. With respect to Limine No. 40, Defendants rely on the faulty premise that the
17 financial condition of Defendants was introduced solely for the purpose of exploiting the jury's
18 emotions and bias against wealthy defendants. That is not the purpose for which Plaintiffs
19 introduced the financial information. Instead, Plaintiffs introduced the Defendants' financial
20 information to demonstrate the reprehensibility of Defendants' conduct. *See Ace Truck & Equip.*
21 *Rentals, Inc. v. Kahn*, 103 Nev. 503, 506, 746 P.2d 132, 134 (1987), abrogated by *Bongiovi v.*
22 *Sullivan*, 122 Nev. 556, 138 P.3d 433 (2006). Specifically, Plaintiffs sought to introduce the
23 financial information to demonstrate the profitability of the Defendants due to the scheme they
24 employed as part of their shared-savings programs and systematic targeting of Plaintiffs as part
25 of a plan to reduce reimbursements to emergency-room doctors. This is the exact type of evidence
26 that is admissible during the punitive damages phase of trial.

27 142. Also, the purpose of punitive damages is to deter future misconduct. *State Farm*
28 *Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 416 (2003). For a jury to deter a party from future

1 misconduct, it must first have the context to understand what size of award is required to deter
2 the defendant. Here, the financial information introduced was probative of the amount of punitive
3 damages necessary to make Defendants listen to the jury's verdict.

4 143. All relevant evidence is to some extent prejudicial. *McRae*, 593 F.2d at 707. Here,
5 as the Court found, Defendants did not demonstrate that any unfairly prejudicial effect of these
6 financial documents substantially outweighed their probative value. Defendants also
7 acknowledged the probative value of this evidence for punitive damages by agreeing to Limine
8 No. 36, which prevented financial-condition information from being admitted until the punitive
9 damage stage. *See* October 7, 2021 Order in Limine No. 36. The Court does not find grounds
10 for new trial in this argument.

11 144. With respect to foundation, the Court rejects Defendants' argument that Ms.
12 Paradise did not possess the requisite foundation to attest to the financial documents introduced
13 as PX 1001–04 and PX 519. Foundation is a low bar that is easily met. *See Gutierrez de Lopez*,
14 761 F.3d at 1133 (10th Cir. 2014); *MMR Corp. (LA)*, 907 F.2d at 496. Ms. Paradise testified that
15 she has oversight over the West Region (which includes Nevada) because she has oversight over
16 the entire nation. *See* 12/7/21 Tr. at 21:25–22:15. Hence, Ms. Paradise has specific knowledge
17 as to the financial performance of the out-of-network programs and that impact from a regional
18 standpoint. It does not matter whether Ms. Paradise had seen the specific document before—that
19 is not the test for foundation. Because the jury could rationally have concluded that Ms. Paradise
20 had personal knowledge sufficient to identify Defendants' documents and to discuss how these
21 documents relate to Defendants' operations she oversees, the Court did not abuse its discretion in
22 admitting PX 1001–1004 and PX 519 with Ms. Paradise.

23 145. Moreover, it is undisputed that the financial documents are what they purport to
24 be. Rather than challenging these matters, Defendants challenge the foundation for authenticity
25 and argue that authenticity requires the testimony of a witness with personal knowledge of the
26 entire document and how the document was made and kept. Mot. at 112. The Court disagrees.

27 146. Witness testimony is not required for authentication. NRS 52.175; Fed. R. Evid.
28 903 Advisory Committee Notes; NRS 52.025–52.105, 52.115–52.175; NRS 52.015(1).

1 “Documentary evidence may be authenticated through circumstantial evidence, including the
2 document’s own distinctive characteristics and the circumstances surrounding its discovery,”
3 including that the document is the opponent’s document, the opponent produced the document,
4 and the document reflects the opponent’s letterhead or logo. *Ideal Electric*, 2006 WL 8441868,
5 at *1–2. Accordingly, Defendants are not entitled to a new trial on this ground either.

6 147. With respect to the Form 10-K, the Court rejects Defendants’ argument that the
7 document should not have been admitted at trial during the punitive phase. First, Defendants did
8 not make an objection under NRS 48.035, but instead made only a relevance objection at trial.
9 *See* 12/7/21 Trial Tr. at 14:24–15:4. The confusion and misleading objection Defendants now
10 make was waived and, therefore, the Court disregards it. Second, Defendants state that there is
11 no case law to support admitting a parent company’s net worth. But Defendants likewise cite no
12 case law that it is improper to admit the Form 10-K. Third, one of the Defendants makes up more
13 than 80% of the parent company’s total revenue and expenses. Fourth, Defendants do not
14 demonstrate how the introduction of such evidence was unfairly prejudicial or how any unfair
15 prejudice substantially outweighed the probative value. And Defendants do not demonstrate how
16 the introduction of such evidence would have changed the outcome of the trial.

17 148. Defendants next argue that the admission of PX 89 during the punitive-damages
18 phase of the case is tantamount to improperly arguing liability during the punitive damages stage
19 of the case. But this is not what Plaintiffs did. Instead, Plaintiffs introduced PX 89 to show the
20 jury the market share Defendants possessed in Nevada. *See* 12/7/21 Tr. at 22:25–23:7. Market
21 share is relevant to the need for deterrence and the level of deterrence, which lies at the heart of
22 punitive damages. Importantly, this was the first time such market-share evidence had been
23 introduced to the jury. Defendants argue the introduction of such evidence is “relitigating the
24 conduct with new evidence,” but do not explain how. *See* Mot. at 113. The Court rejects this
25 argument.

26 149. The amount of punitive damages decided by a jury is a direct function of what is
27 necessary to deter future conduct and punishment for past conduct. To make that determination,
28 the jury must have context for what it will take to deter future conduct and what it will take to

1 punish the plaintiff. Introducing evidence of Defendants' market share in Nevada provides this
2 context.

3 150. Moreover, Defendants do not contest the authenticity of PX 89 and the market-
4 share evidence. Instead, Defendants once again challenge whether there was proper foundation
5 to introduce such evidence. As shown above, Ms. Paradise oversaw all out-of-network programs
6 for the entire United States. Ms. Paradise is thus aware of which providers are out-of-network
7 and the entire market breakdowns as a result. Therefore, a reasonable jury could conclude Ms.
8 Paradise had personal knowledge regarding Defendants' own document regarding information
9 that is within Paradise's job description. *See Gutierrez de Lopez*, 761 F.3d at 1133. The Court
10 therefore rejects Defendants' foundation argument.

11 151. In summary, none of these arguments provide grounds for a new trial. Further,
12 substantial evidence supports the jury's verdict and no alleged error is material or affects
13 Defendants' substantial rights.

14 VII. Depositions

15 152. Defendants identify no error and no prejudice regarding Plaintiffs' use of
16 deposition testimony at trial.

17 153. **Deposition Designations.** Plaintiffs properly provided deposition designations
18 for substantive, "impeachment," and "rebuttal" witness testimony. NRCP 16.1(a)(3)(A)(ii).
19 Defendants do not contest this point or point to an abuse of discretion in the Court's rulings
20 regarding deposition designations. Mot. at 115–16. Instead, Defendants complain about the
21 volume of deposition testimony Plaintiffs designated. *Id.* But designating a lot of testimony does
22 not violate the rules. NRCP 32(a) (providing broad latitude to use depositions at trial for
23 substantive evidence, impeachment, against party opponents, and for unavailable witnesses).
24 Plaintiffs argue that they designated so much testimony because Defendants refused to confirm
25 which witnesses Defendants would make available live at trial. Finally, Defendants cite to no
26 material impact on their substantial rights at trial as a result of Plaintiffs' limited use of deposition
27 testimony for any specific witness. *See* Mot. at 115–16. As for Defendant's argument that it read
28

1 depositions at the last minute, Defendants were present for each deposition and knew the contents
2 of the depositions long before trial. *See id.*

3 154. **Using Parts of a Deposition.** For the complaints in pages 116–18 of the Motion,
4 Defendants do not identify a witness: (a) whose testimony Plaintiffs presented by deposition, (b)
5 for whom Plaintiffs created a “misleading impression . . . by taking matters out of context,” (c)
6 for whom, at the time Plaintiffs introduced the testimony via deposition, Defendants invoked
7 optional completeness to present deposition testimony that is substantially related to the specific
8 testimony Plaintiffs introduced, (d) whose specific deposition testimony Defendants wanted to
9 offer at the same time as Plaintiffs but could not, and (e) whose specific testimony was admissible
10 under other rules. *See* Mot. at 116–18; *Rueda-Denvers v. State*, 128 Nev. 931, 381 P.3d 658,
11 2012 WL 642346 *2 n.6 (2012) (unpublished disposition); *Perez v. State*, 127 Nev. 1166, 373
12 P.3d 950, 2011 WL 4527520, at *3 (2011) (unpublished disposition). Because Defendants do not
13 make this showing, their abstract arguments do not establish an abuse of discretion. Similarly,
14 Defendants present no reason why they were unable to present specific deposition testimony
15 during their own presentation of the evidence.

16 155. **Haben Impeachment.** With respect to Mr. Haben, Defendants do not specify: (a)
17 any error in excluding Mr. Haben from testifying about legislative changes, or (b) the “misleading
18 impression” created “by taking matters out of context” by impeaching Mr. Haben as to the effects
19 of alleged egregious billing without covering Mr. Haben’s unrelated and nonresponsive
20 interjections regarding legislative changes. Mot. at 118–19. Defendants point to no offer of
21 deposition testimony or offer of proof regarding the legislative testimony Defendants wanted to
22 elicit from Haben. *Id.* Accordingly, the Court finds that these issues were waived.

23 156. Finally, substantial evidence supports the jury’s verdict, and no alleged error is
24 material or affects Defendants’ substantial rights. *See Domingues v. State*, 112 Nev. 683, 694,
25 917 P.2d 1364, 1372 (1996) (holding that error in applying NRS 47.120 was harmless because
26 evidence supported the verdict). Defendants are not entitled to a new trial on these grounds.
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28

VIII. David Leathers' expert opinion

157. **Factual Background: Plaintiffs' Disclosure and Supplementation.** In their response, Plaintiffs detail the factual background leading to the disclosure at issue. *See Resp.* at 40–42. These issues were already addressed by the Court when ruling on Defendants' motion to strike Mr. Leathers' opinions. Defendants' motion does not show that the Court's prior ruling was an abuse of discretion.

158. Defendants moved to strike Mr. Leathers' opinions on September 22, 2021. The Court held a hearing on Defendants' motion to strike on October 19. On November 1, the Court denied Defendants' motion. Order Denying Defendants' Motion to Strike Supplemental Report of Leathers. In order to cure any potential prejudice, the Court granted Defendants' requested relief for the option to submit a rebuttal report from Defendants' experts. *Id.*

159. During the days leading up to and the beginning of trial, counsel for Plaintiffs and Defendants conferred to arrive at a final medical claims list, in part because counsel for Defendants took issue with certain medical claims included in the initial claims file. During the conferral process, counsel for Defendants stated, “[i]f we can reach agreement on these last groups of claims, then I think we have a final list of disputed claims for trial and we can have our respective experts update their analysis based on this final list.” *Resp. Ex. 1.* After agreeing on the final claims list, Plaintiffs' expert Mr. Leathers and Defendants' expert Mr. Deal produced their respective updated reports on November 14, 2021.

160. Defendants must demonstrate the impact of the alleged prejudice on the trial. *Pizarro-Ortega*, 133 Nev. at 266, 396 P.3d at 788. But the Motion fails to show how the trial would have changed, how the outcome would have changed, how the opinions attested to by each party's experts would have changed, or that Defendants were unable to contest the opinions of David Leathers. The Leathers disclosures Defendants complain about are harmless because Defendants: (1) cross-examined Mr. Leathers, (2) presented their own experts to contradict and attack Mr. Leathers, and (3) did not conduct an offer of proof or provide other evidence demonstrating how Defendants' strategy would have changed had they had more time to review

1 the testimony or analysis. Accordingly, under the relevant legal framework, Defendants'
2 arguments regarding Mr. Leathers fail. *See id.*

3 161. Defendants correctly point out that Plaintiffs served Mr. Leathers' supplemental
4 report after the August 31st deadline. They also correctly point out that Mr. Leathers conceded
5 his supplemental report could fairly be characterized as both a supplemental and rebuttal report.
6 Mot. at 121–22.

7 162. But the Court disagrees with Defendants' argument that they suffered prejudice
8 because there was "insufficient time" between the disclosure and associated work papers and the
9 start of Mr. Leathers' deposition. Defendants complain that had a timely disclosure been made
10 "Defendants, including their experts, would have had 15-days to review, dissect, and develop
11 lines of examination and impeachment before deposing Mr. Leathers. Instead, Defendants had
12 six days." *Id.* at 122. But Defendants do not explain why they were unfairly prejudiced by this,
13 given that Defendants afforded Plaintiffs only three days to review Mr. Deal's rebuttal
14 workpapers. Moreover, the Court is reluctant to punish Plaintiffs for promptly supplementing
15 their disclosures upon receipt of new information provided to or received from their experts.

16 163. In addition, the workpapers contained no new methodology. Instead, they simply
17 recalculated Plaintiffs' damages based on 36 fewer disputed claims and made a straightforward
18 comparison to FAIR Health data contained in the rebuttal report of Defendants' other expert—
19 Alex Mizenko (a FAIR Health employee).

20 164. Defendants had ample time to prepare for Mr. Leathers' deposition and were
21 invited to take as much time as they needed to complete the examination. Defendants did not
22 complain of prejudice during the deposition and appear to have asked all the questions they
23 wanted to ask. Therefore, the Court concludes Defendants have failed to show that they suffered
24 prejudice as a result of Plaintiffs' failure to comply with the August 31st rebuttal expert report
25 deadline.

26 165. During the hearing on the motion to strike, the Court provided Defendants the
27 opportunity to seek whatever relief Defendants wanted, such as to depose Mr. Leathers a second
28 time with respect to the supplemental report. *See* 10/19/21 Hearing Tr. at 122:14–22; November

1 1, 2021 Order Denying Mot. Exclude Leathers; Mot. at 123. However, Defendants declined the
2 opportunity, and instead opted to file a supplemental expert opinion from Mr. Deal. *See id*;
3 10/22/21 Hearing Tr. at 204:4–23. Defendants ultimately did not serve the supplemental report
4 to address Mr. Leathers’ supplemental report. The fact that Defendants chose not to act on this
5 available relief weighs against any finding of prejudice or harm to Defendants or an abuse of
6 discretion by the Court.

7 166. At trial, counsel for Defendants ably cross-examined Mr. Leathers to undercut
8 opinions he disclosed in his affirmative and supplemental reports. *See generally*, 11/17/21 Tr. at
9 52–199, 220–225, 230–232. Defendants elicited testimony from Mr. Leathers that identified his
10 methodology, *id.* at 102:23–103:1, attempted to undermine his FAIR Health opinion, *id.* at
11 113:20–124:22, attempted to undercut his analysis in his supplemental report regarding what
12 Defendants paid other out-of-network providers in Nevada, *id.* at 149:12–150:20, and attempted
13 to undercut his ultimate damages opinion, *id.*, *e.g.*, at 151:2–155:17, 165:25–169:12, 173:3–25.
14 Mr. Deal also provided opinions attempting to undermine and contradict Mr. Leathers’ opinions.
15 *See, e.g.*, 11/18/21 Tr. at 45:1–7 (admitting he is responding to Leathers), 174:24–175:11
16 (rebutting Leathers’ methodology), 181:5–186:2 (rebutting Leathers’ FAIR Health opinion), and
17 191:3–194:13 (providing alternative damages model of \$3.3 million based on Leathers’
18 comparison to what United paid other out-of-network emergency providers).

19 167. Defendants argue they were unable to introduce invoices of Scott Phillips solely
20 because the Court allowed Mr. Leathers to testify consistent with his supplemental report.
21 However, this argument bears no weight on whether Mr. Leathers could testify at trial.
22 Defendants cannot demonstrate that presenting such invoices to the jury would have had any
23 impact on the outcome.

24 168. Reviewing all of these considerations, the Court determines that Defendants
25 suffered no prejudice. *See Pizzaro-Ortega*, 133 Nev. at 266, 396 P.3d at 788 (holding that late
26 disclosed expert testimony is fine if the disclosure is harmless). To the extent any prejudice
27 existed at the time of trial, the Court gave Defendants an opportunity to cure it through a
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1 deposition of Mr. Leathers, a supplemental report by Mr. Deal, or any other means Defendants
2 deemed necessary.

3 169. The supplement of Mr. Leathers' report on November 14, 2021 did not include
4 new opinions but instead simply updated his report after an agreement by counsel as to the final
5 list of medical claims. Defendants filed a motion for summary judgment as to certain medical
6 claims in the operative claims list at the time of the motion. Plaintiffs' counsel reviewed the
7 summary judgment and the medical claims Defendants took issue with, then worked with
8 Defendants to remove certain claims subject to the summary judgment. During the process of
9 reaching an agreement on the removal of claims, counsel for Defendants stated that both Messrs.
10 Leathers and Deal would update their expert reports based on the finalized and operative list of
11 medical claims. See Resp. Ex. 1.

12 170. Both Mr. Leathers and Mr. Deal updated their expert reports on November 14,
13 2021. Despite reaching an agreement to update the expert reports, Defendants now complain that
14 such a supplementation was improper, contained new opinions, and caused prejudice. The Court
15 rejects these arguments.

16 171. First, the update simply reduced the number of medical claims at issue in the case,
17 thereby reducing the overall damages. This reduction in claims was the very relief Defendants
18 sought in their motion for summary judgment.

19 172. Second, there were no new opinions in this supplement. Defendants' principal
20 complaint alleges that Mr. Leathers' supplement for the first time disclosed a damages
21 methodology that is based on the billed charge less the allowed amount, including in his "DML"
22 work papers. Mot. at 126–127. But during his deposition on September 15, 2021, Mr. Leathers
23 specifically noted that, as part of his non-RICO analysis, his work papers reflected the difference
24 between the billed charge and the allowed amount. Exhibit 8 to Pl.'s Response to Defs.' Mot. to
25 Strike, Excerpts from Dep. Tr. of David Leathers (Sept. 14, 2021), at 131:2–4. Mr. Leathers'
26 affirmative report did disclose the total billed charges for the claims in the case at the time of his
27 report and the total allowed amounts for the claims in the case. Opening Expert Report of David
28 Leathers (July 30, 2021) at 10. Accordingly, the information necessary to reach Mr. Leathers'

1 opinion as to damages has been disclosed since his July 30, 2021 report. Plaintiffs informed the
2 Court of this fact to rebut Defendants' claim that the supplement contained a "new damages
3 methodology." *See* 11/17/21 Tr. at 278:9–25.

4 173. The Court then provided Defendants the opportunity to examine Mr. Leathers
5 about their allegations outside the presence of the jury. During that examination, Mr. Leathers
6 testified that: (1) he did a basic calculation of the difference between the billed charge and the
7 allowed amount in his first affirmative report, and (2) in his supplemental report, he looked at the
8 difference between the billed charge and the allowed amount. *Id.* at 287:17–25, 289:25–291:2.
9 Mr. Leathers further testified that Exhibit 4 ("DML") from his workpapers—the exhibit
10 Defendants complain about—is the same workpaper from his initial affirmative report, except
11 with the Data iSight-related information removed (since the RICO claim was dropped prior to
12 trial). *Id.* at 294:16–295:3. Finally, Mr. Leathers testified that he told counsel for Defendants
13 during his deposition that he would come to trial and testify as to the difference between the billed
14 charge and allowed amount. *Id.* at 295:4–14.

15 174. A damages model based on the difference between the billed charge and the
16 allowed amount is simple arithmetic. The operative claims file entered into evidence as PX 473
17 had every billed charge and allowed amount for the medical claims in the case. All that is
18 necessary to do this calculation is to add up the totals of each and subtract the two totals. This is
19 not a complex methodology.

20 175. The Court disagrees with Defendants' contention that Mr. Leathers disclosed a
21 new methodology for calculating damages in his supplemental report update. Instead, such
22 information has been disclosed since his affirmative report, including in his initial workpapers,
23 and was discussed and disclosed during his deposition. The Court did not abuse its discretion
24 when it allowed Mr. Leathers testify.

25 176. Third, Defendants allege that Mr. Leathers provided a new methodology and
26 opinion relating to FAIR Health two days prior to taking the stand at trial. However, Mr. Leathers
27 disclosed his FAIR Health opinion in the workpapers to his supplemental report, and Defendants
28 questioned him about this opinion in his deposition. *See, e.g.,* Resp. Ex. 12., 9/15/21 Leathers

1 Depo. Tr., at 297–300. This is the same opinion Mr. Leathers provided at trial. Accordingly,
2 there was no new opinion disclosed.

3 177. Moreover, Defendants suffered no prejudice or harm because Defendants had an
4 expert on FAIR Health, Mr. Mizenko (an employee of FAIR Health), who provided a similar,
5 although contradicting, opinion. Mr. Mizenko provided an expert report that laid out how often
6 the Plaintiffs’ billed charges exceeded the 80th percentile of FAIR Health. This was a traditional
7 “battle of the experts.”

8 178. At trial, Defendants called Mr. Mizenko to testify with regard to his expert report.
9 *See generally*, 11/19/21 Tr. at 149–190, 233–248. And Defendants cross-examined Mr. Leathers
10 with Mr. Mizenko’s findings to undermine Mr. Leathers’ FAIR Health opinion. *See, e.g.*,
11 11/17/21 Tr. at 113–117.

12 179. In their motion, Defendants do not demonstrate that they have suffered prejudice
13 or any demonstration that the testimony at trial or the outcome of the trial would have changed.
14 The Defendants have not shown that the Court abused its discretion.

15 180. In addition, substantial evidence supports the jury’s verdict and no alleged error is
16 material or affects Defendants’ substantial rights. Defendants are not entitled to a new trial on
17 this ground.

18 IX. Jury instructions

19 181. A district court’s decision to give or decline a proposed jury instruction is reviewed
20 for abuse of discretion. *Atkinson v. MGM Grand Hotel, Inc.*, 120 Nev. 639, 642, 98 P.3d 678,
21 680 (2004). A party is entitled to have the jury instructed on case theories that are supported by
22 the evidence. *Id.* However, even if supported by the evidence, a specific proffered instruction
23 must also be consistent with existing law. *Silver State Disposal Co. v. Shelley*, 105 Nev. 309,
24 311, 774 P.2d 1044, 1045 (1989). And “even though it might embody a correct rule of law, the
25 trial court may still refuse [a proffered instruction] if it has a tendency to mislead the jury.” *Id.*

26 182. **Condition precedent.** A condition precedent is different from a covenant. A
27 covenant is a contractual promise, that is, the type of promise that is exchanged to form a contract.
28 *See Rimini Street, Inc. v. Oracle Int’l Corp.*, 473 F. Supp. 3d 1158, 1208 (D. Nev. 2020)

1 (interpreting California law but applying general contract principles). A condition precedent is
2 not a covenant; rather, it is an event that must occur for the contractual covenants to become
3 effective, unless its non-occurrence is excused. *See id.*; Restatement (Second) of Contracts § 224
4 (1981); *McCorquodale v. Holiday, Inc.*, 90 Nev. 67, 69, 518 P.2d 1097, 1098 (1974) (“A
5 promisor’s purpose in attaching a condition precedent to his promise and the legal effect in doing
6 so is to narrow the promisor’s obligation so that he will not have to perform if the event fails and
7 can never happen.”).

8 183. The Restatement provides the following example of a condition: “A contracts to
9 sell and B to buy goods pursuant to a writing which provides . . . that ‘the obligations of the parties
10 are conditional on B obtaining from X Bank by June 30 a letter of credit’ on stated terms.”
11 Restatement (Second) of Contracts § 224, Cmt. a. B obtaining the letter of credit by June 30 is a
12 condition; once it is satisfied, A will have the obligation to sell the goods to B and B will have
13 the obligation to buy them. *Id.* The Restatement uses the term “condition” generally to include
14 what used to be termed “conditions precedent” and “conditions subsequent.” *Id.*, Reporter’s Note.

15 184. This Court refused Defendants’ proffered instruction because the instruction
16 addressed conditions precedent, a legal concept that was not at issue in this case. The implied
17 contract that the jury found here was simple: Plaintiffs provided emergency care to United’s
18 members, and in return, Defendants were obligated to reimburse Plaintiffs at a reasonable rate for
19 that care. Those were the contractual covenants. Providing care to a United member was not a
20 condition precedent to the existence of contractual obligations.

21 185. Even if the covenants in this case could be restated as conditions precedent,
22 Defendants’ instruction was confusing, unnecessary, and was not supported by the evidence. The
23 parties’ position throughout trial was clear: Plaintiffs were not asking the jury to award damages
24 for services rendered to patients who were not members of Defendants. The fact that the parties
25 disputed the evidence regarding whether a subset of claims were for members of Defendants does
26 not change the fundamental presentation and theory of the case.

27 186. Defendants’ basis for offering this instruction was that if Plaintiffs provided care
28 to someone for whom Defendants were not financially responsible, they should not be liable for

1 that care. That proposition was already clear to the jury from the presentation and instructions in
2 the case, and Defendants' proposed instruction confused the issue by injecting irrelevant matter
3 that was not supported by evidence. Specifically, the proposed instruction provided that "any
4 acts that must be performed pursuant to a condition precedent may but need not be performed if
5 they are waived, excused or if the party asserting the condition voluntarily prevented or made the
6 occurrence of the condition impossible." 11/15/21 Defs' Contested Jury Instructions at 20.
7 Defendants provided no evidence of a situation where the requirement that they be financially
8 responsible for the member was "waived, excused, or [Defendants] voluntarily prevented or made
9 the occurrence of the condition impossible."

10 187. Defendants' instruction regarding conditions precedent was not supported by the
11 evidence, was not a legal theory that applied to the case and would have served only to mislead
12 or confuse the jury. Therefore, the Court did not abuse its discretion by rejecting the proffered
13 instruction.

14 188. **Definition of "insurer" under the Unfair Claims Practices Act.** The Court
15 properly refused Defendants' instruction purporting to define "insurer" under the Unfair Claims
16 Practices Act. NRS 686A.020 establishes that all persons are prohibited from engaging in "any
17 practice which is defined in NRS 686A.010 to 686A.310, inclusive, as, or determined pursuant to
18 NRS 686A.170 to be, an unfair method of competition or an unfair or deceptive act or practice in
19 the business of insurance." The statute does not carve out liability for third-party administrators.
20 This issue was extensively briefed before the court and is covered again in the Court's order
21 denying Defendants' renewed motion for judgment as a matter of law; that discussion and the
22 Court's prior orders on this subject are incorporated herein by reference.

23 189. Even if supported by the evidence, a proffered instruction must also be consistent
24 with existing law. *Silver State*, 105 Nev. at 311, 774 P.2d at 1045. Because third-party
25 administrators are subject to the Unfair Claims Practices Act, the Court did not abuse its discretion
26 by refusing Defendants' instruction.

27 190. **Exhaustion of administrative remedies under the Prompt Pay Act.** Similar to
28 the definition of "insurer" discussed above, the Court did not abuse its discretion by declining to

1 instruct the jury regarding exhaustion of administrative remedies because that legal requirement
2 does not apply to this case. This issue is addressed in the Court’s order denying Defendants’
3 renewed motion for judgment as a matter of law, and that discussion and the Court’s prior orders
4 on this subject are incorporated herein by reference.

5 191. The Prompt-Pay statutes applicable to this case each provide that “[a] court shall
6 award costs and reasonable attorney’s fees to the prevailing party in an action brought pursuant
7 to this section.” NRS 683A.0879; NRS 689A.410; NRS 689B.255; NRS 689C.485; NRS
8 695C.185. The inclusion of this language indicates a specific intention to allow court action by
9 a claimant. *See Arora v. Eldorado Resorts Corp.*, No. 2:15-cv-00751-RFB-PAL, 2016 WL
10 5867415, at *8 (D. Nev. Oct. 5, 2016) (“the provision within the [wage] statute for the payment
11 of ‘attorney fee[s]’ further supports an implied private right of action. There would be no need
12 for such allowance within the language of the statute if a private right of action were not
13 implied.”); *Neville v. Eighth Judicial District Court*, 133 Nev. 777, 783, 406 P.3d 499, 504 (2017)
14 (stating it would be absurd to think that the Legislature intended a private cause of action to obtain
15 attorney fees for an unpaid wages suit but no private cause of action to bring the suit itself).

16 192. By contrast, in *Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 571, 170 P.3d 989, 993
17 (2007), on which Defendants rely, the relevant casualty prompt-pay statute did not include
18 language specifically contemplating court action. Based on the casualty-insurance statute in that
19 case, which does not apply here, the court held that the Division of Insurance had exclusive
20 jurisdiction over claims brought pursuant to that statute. *Id.* at 575–76.

21 193. Because Defendants’ instruction did not accurately reflect the law and was not
22 supported by the evidence, the Court did not abuse its discretion in declining it.

23 X. Rebuttable presumption instruction

24 194. The parties and the Court have debated this issue repeatedly over the past year and
25 more. Defendants do not till new ground in their motion. The Court incorporates by reference its
26 several prior rulings and orders on this subject.
27
28

A. A rebuttable presumption was warranted due to Defendants’ refusal to produce client requests and plan documents.

195. Defendants argue they produced documents demonstrating customer demand and list a number of examples. Mot. at 137. But Defendants concede that the documents are United-created documents that purportedly summarize or “distill” customer feedback and desires. *Id.* at 138. The documents do not provide the actual client feedback, requests, and/or complaints. In other words, the documents leave Plaintiffs in the position to simply trust Defendants’ word. During trial, Defendants stated more than once that their clients requested these out-of-network programs and, specifically, shared savings due to “egregious” billers and out-of-network medical spend. 11/2/21 Tr. at 87:11–15; 11/3/21 Tr. at 121:18–19 and 178:17; 11/4/21 Tr. at 27:5–6; 134:2; 154:25–155:2, 160:12–13; 11/9/21 Tr. at 73:2–3, 82:22, 158:13–14; and 11/10/21 Tr. at 136:20–21.

196. Even though the “client demands” or “client requests” were a central part of Defendants’ defense, Defendants did not produce any documents where the client made such requests or demands, nor could Defendants explain where the documentation of complaints and requests from the clients was. *See, e.g.*, 11/3/21 Tr. at 178:18–21. The Plaintiffs requested such documents and the Court compelled them during the discovery process, *see* Resp. Ex. 3 at 7 (RFP 6, 7, 18, and 32). Moreover, Defendants were required to produce such documents under NRCP 16.1 without awaiting a discovery request because Defendants relied on them as an essential part of their defense.

197. The Court rejects Defendants’ attempt to shift blame on this issue to the Plaintiffs. Defendants argue Plaintiffs should have subpoenaed third parties to get the communications between Defendants and their third-party clients. But if documents can be obtained from a party to the lawsuit, then those documents should be sought from that party, not a third party. *See* NRCP 45. Because Defendants would have received the complaint or request from the client, Defendants would possess the documents. As such, Defendants, not the third-party client, are the parties responsible for producing the documents.