

Case Nos. 85525 & 85656

In the Supreme Court of Nevada

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

Appellants,

vs.

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

Respondents.

Electronically Filed
Apr 18 2023 10:50 PM
Elizabeth A. Brown
Clerk of Supreme Court

Case No. 85525

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

Petitioners,

vs.

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

Respondents,

vs.

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

Real Parties in Interest.

Case No. 85656

**APPELLANTS' APPENDIX
VOLUME 73
PAGES 18,001-18,250**

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

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

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

Attorneys for Appellants/Petitioners

CHRONOLOGICAL TABLE OF CONTENTS TO APPENDIX

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

Tab	Document	Date	Vol.	Pages
18.	Defendants' Opposition to Plaintiffs' Amended Motion to Remand	01/29/20	2	349–485
19.	Reply in Support of Amended Motion to Remand	02/05/20	2 3	486–500 501–518
20.	Order	02/20/20	3	519–524
21.	Order	02/24/20	3	525–542
22.	Notice of Entry of Order Re: Remand	02/27/20	3	543–552
23.	Defendants' Motion to Dismiss	03/12/20	3	553–698
24.	Notice of Intent to Take Default as to: (1) Defendant UnitedHealth Group, Inc. on All Claims; and (2) All Defendants on the First Amended Complaint's Eighth Claim for Relief	03/13/20	3 4	699–750 751
25.	Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	752–783
26.	Appendix of Exhibits in Support of Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	784–908
27.	Recorder's Transcript of Proceedings Re: Motions	04/03/20	4	909–918
28.	Defendants' Reply in Support of Motion to Dismiss	05/07/20	4	919–948
29.	Recorder's Transcript of Proceedings Re: Pending Motions	05/14/20	4	949-972
30.	First Amended Complaint	05/15/20	4 5	973–1000 1001–1021
31.	Recorder's Transcript of Hearing All Pending Motions	05/15/20	5	1022–1026
32.	Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint	05/26/20	5	1027–1172

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

Tab	Document	Date	Vol.	Pages
43.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/09/20	7	1591–1605
44.	Joint Case Conference Report	07/17/20	7	1606–1627
45.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	07/23/20	7	1628–1643
46.	Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1644–1663
47.	Amended Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1664–1683
48.	Errata	08/04/20	7	1684
49.	Plaintiffs' Motion to Compel Defendants' Production of Claims File for At-Issue Claims, or, in the Alternative, Motion in Limine on Order Shortening Time	08/28/20	7 8	1685–1700 1701–1845
50.	Defendants' Opposition to Plaintiffs' Motion to Compel Defendants' Production of Claims File for At-Issue Claims, Or, in The Alternative, Motion in Limine on Order Shortening Time	09/04/20	8	1846–1932
51.	Recorder's Transcript of Proceedings Re: Pending Motions	09/09/20	8	1933–1997
52.	Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/21/20	8 9	1998–2000 2001–2183
53.	Notice of Entry of Order Granting, in Part Plaintiffs' Motion to Compel Defendants' Production of Claims for At-Issue Claims,	09/28/20	9	2184–2195

Tab	Document	Date	Vol.	Pages
	Or, in The Alternative, Motion in Limine			
54.	Errata to Plaintiffs' Motion to Compel Defendants' List of Witnesses Production of Documents and Answers to Interrogatories	09/28/20	9	2196–2223
55.	Plaintiffs' Opposition to Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/29/20	9-10	2224–2292
56.	Defendants' Opposition to Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents, and Answers to Interrogatories on Order Shortening Time	10/06/20	10	2293–2336
57.	Reply in Support of Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures	10/07/20	10	2337–2362
58.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/08/20	10	2363–2446
59.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	10/22/20	10	2447–2481
60.	Defendants' Objections to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/23/20	10 11	2482–2500 2501–2572
61.	Defendants' Objections to Plaintiffs to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/26/20	11	2573–2670

Tab	Document	Date	Vol.	Pages
62.	Notice of Entry of Order Denying Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on Order Shortening Time	10/27/20	11	2671–2683
63.	Notice of Entry of Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/27/20	11	2684–2695
64.	Defendants' Objections to Plaintiffs' Order Denying Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiffs' to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	11/02/20	11	2696–2744
65.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	11/04/20	11 12	2745–2750 2751–2774
66.	Notice of Entry of Order Setting Defendants' Production & Response Schedule Re: Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	11/09/20	12	2775–2785
67.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/23/20	12	2786–2838
68.	Recorder's Transcript of Proceedings Re: Motions (via Blue Jeans)	12/30/20	12	2839–2859
69.	Notice of Entry of Stipulated Electronically Stored Information Protocol Order	01/08/21	12	2860–2874

Tab	Document	Date	Vol.	Pages
70.	Appendix to Defendants' Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/08/21	12 13 14	2875–3000 3001–3250 3251–3397
71.	Defendants' Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/11/21	14	3398–3419
72.	Plaintiffs' Opposition to Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/12/21	14	3420–3438
73.	Recorder's Partial Transcript of Proceedings Re: Motions (Unsealed Portion Only)	01/13/21	14	3439–3448
74.	Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14	3449–3465
75.	Appendix to Defendants' Reply in Support of Motion to Compel Plaintiffs' Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/19/21	14 15	3466–3500 3501–3658
76.	Recorder's Transcript of Proceedings Re: Motions	01/21/21	15	3659–3692
77.	Notice of Entry of Order Granting Defendants' Motion for Appointment of Special Master	02/02/21	15	3693–3702
78.	Notice of Entry of Order Denying Defendants' Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	02/04/21	15	3703–3713
79.	Motion for Reconsideration of Order Denying Defendants' Motion to Compel	02/18/21	15 16	3714–3750 3751–3756

Tab	Document	Date	Vol.	Pages
	Plaintiffs Responses to Defendants' First and Second Requests for Production			
80.	Recorder's Transcript of Proceedings Re: Motions	02/22/21	16	3757–3769
81.	Recorder's Transcript of Proceedings Re: Motions	02/25/21	16	3770–3823
82.	Recorder's Transcript of Hearing Defendants' Motion to Extend All Case Management Deadlines and Continue Trial Setting on Order Shortening Time (Second Request)	03/03/21	16	3824–3832
83.	Plaintiffs' Opposition to Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/04/21	16	3833–3862
84.	Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	16	3863–3883
85.	Errata to Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/12/21	16	3884–3886
86.	Notice of Entry of Report and Recommendation #1	03/16/21	16	3887–3894
87.	Reply in Support of Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/16/21	16	3895–3909
88.	Recorder's Transcript of Hearing All Pending Motions	03/18/21	16	3910–3915

Tab	Document	Date	Vol.	Pages
89.	Defendants' Opposition to Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not be Held in Contempt and for Sanctions	03/22/21	16	3916–3966
90.	Recorder's Transcript of Hearing All Pending Motions	03/25/21	16	3967–3970
91.	Notice of Entry of Report and Recommendation #2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order	03/29/21	16	3971–3980
92.	Recorder's Transcript of Hearing Motion to Associate Counsel on OST	04/01/21	16	3981–3986
93.	Recorder's Transcript of Proceedings Re: Motions	04/09/21	16 17	3987–4000 4001–4058
94.	Defendants' Objection to the Special Master's Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order	04/12/21	17	4059–4079
95.	Notice of Entry of Report and Recommendation #3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time	04/15/21	17	4080–4091
96.	Recorder's Transcript of Hearing All Pending Motions	04/21/21	17	4092–4095
97.	Notice of Entry of Order Denying Motion for Reconsideration of Court's Order Denying Defendants' Motion to Compel Responses to	04/26/21	17	4096–4108

Tab	Document	Date	Vol.	Pages
	Defendants' First and Second Requests for Production			
98.	Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	04/28/21	17	4109–4123
99.	Defendants' Errata to Their Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production	05/03/21	17	4124–4127
100.	Defendants' Objections to Plaintiffs' Proposed Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	05/05/21	17	4128–4154
101.	Recorder's Transcript of Hearing Motion for Leave to File Opposition to Defendants' Motion to Compel Responses to Second Set of Requests for Production on Order Shortening Time in Redacted and Partially Sealed Form	05/12/21	17	4155–4156
102.	Notice of Entry of Order of Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Question	05/26/21	17	4157–4165
103.	Recorder's Transcript of Proceedings Re: Motions	05/28/21	17	4166–4172
104.	Notice of Entry of Report and Recommendation #7 Regarding Defendants'	06/03/21	17	4173–4184

Tab	Document	Date	Vol.	Pages
	Motion to Compel Plaintiffs' Responses to Defendants' Amended Third Set of Requests for Production of Documents			
105.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/03/21	17	4185–4209
106.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/04/21	17	4210–4223
107.	Recorder's Transcript of Hearing Motion for Leave to File Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Second Set of Request for Production on Order Shortening Time in Redacted and Partially Sealed Form	06/09/21	17	4224–4226
108.	Defendants' Objections to Special Master Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Requests for Production of Documents	06/17/21	17	4227–4239
109.	Recorder's Transcript of Proceedings Re: Motions Hearing	06/23/21	17 18	4240–4250 4251–4280
110.	Plaintiffs' Response to Defendants' Objection to Special Master's Report and Recommendation #7 Regarding Defendants' Motion to Compel Responses to Amended Third Set of Request for Production of Documents	06/24/21	18	4281–4312
111.	Notice of Entry Report and Recommendations #9 Regarding Pending Motions	07/01/21	18	4313–4325
112.	United's Reply in Support of Motion to Compel Plaintiffs' Production of Documents	07/12/21	18	4326–4340

Tab	Document	Date	Vol.	Pages
	About Which Plaintiffs' Witnesses Testified on Order Shortening Time			
113.	Recorder's Transcript of Proceedings Re: Motions Hearing	07/29/21	18	4341–4382
114.	Notice of Entry of Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	08/03/21	18	4383–4402
115.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order and Overruling Objection	08/09/21	18	4403–4413
116.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4414–4424
117.	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order and Overruling Objection	08/09/21	18	4425–4443
118.	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Second Set of Requests for Production on Order Shortening Time and	08/09/21	18	4444–4464

Tab	Document	Date	Vol.	Pages
	Overruling Objection			
119.	Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Violating Protective Order	08/10/21	18	4465–4486
120.	Notice of Entry of Report and Recommendation #11 Regarding Defendants’ Motion to Compel Plaintiffs’ Production of Documents About Which Plaintiffs’ Witnesses Testified	08/11/21	18	4487–4497
121.	Recorder’s Transcript of Proceedings Re: Motions Hearing (Unsealed Portion Only)	08/17/21	18 19	4498–4500 4501–4527
122.	Plaintiffs’ Opposition to United’s Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Allegedly Violating Protective Order	08/24/21	19	4528–4609
123.	Recorder’s Transcript of Proceedings Re: Motions Hearing	09/02/21	19	4610–4633
124.	Reply Brief on “Motion for Order to Show Cause Why Plaintiffs Should Not Be Hold in Contempt and Sanctioned for Violating Protective Order”	09/08/21	19	4634–4666
125.	Recorder’s Partial Transcript of Proceedings Re: Motions Hearing	09/09/21	19	4667–4680
126.	Recorder’s Partial Transcript of Proceedings Re: Motions Hearing (Via Blue Jeans)	09/15/21	19	4681–4708
127.	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 6 Regarding Defendants’ Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions and Overruling Objection	09/16/21	19	4709–4726

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

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

Tab	Document	Date	Vol.	Pages
	in Limine No. 1: to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges			
142.	Notice of Entry of Order Regarding Defendants' Objection to Special Master's Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents about which Plaintiffs' Witnesses Testified on Order Shortening Time	09/29/21	21	5104–5114
143.	Plaintiffs' Opposition to Defendants' Motion in Limine Nos. 3, 4, 5, 6 Regarding Billed Charges	09/29/21	21	5115–5154
144.	Plaintiffs' Opposition to Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	09/29/21	21	5155–5169
145.	Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/04/21	21	5170–5201
146.	Transcript of Proceedings Re: Motions (Via Blue Jeans)	10/06/21	21	5202–5234
147.	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/07/21	21	5235–5245
148.	Second Amended Complaint	10/07/21	21 22	5246–5250 5251–5264
149.	Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and-or Argument Regarding the Fact that Plaintiffs Have	10/08/21	22	5265–5279

Tab	Document	Date	Vol.	Pages
	Dismissed Certain Claims and Parties on Order Shortening Time			
150.	Defendants' Answer to Plaintiffs' Second Amended Complaint	10/08/21	22	5280–5287
151.	Defendants' Objections to Plaintiffs' NRCP 16.1(a)(3) Pretrial Disclosures	10/08/21	22	5288–5294
152.	Plaintiffs' Objections to Defendants' Pretrial Disclosures	10/08/21	22	5295–5300
153.	Opposition to Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Regarding the Fact that Plaintiffs have Dismissed Certain Claims and Parties on Order Shortening Time	10/12/21	22	5301–5308
154.	Notice of Entry of Order Denying Defendants' Motion for Order to Show Cause Why Plaintiffs Should not be Held in Contempt for Violating Protective Order	10/14/21	22	5309–5322
155.	Defendants' Opposition to Plaintiffs' Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants' Reply in Support of Motion for Partial Summary Judgment	10/18/21	22	5323–5333
156.	Media Request and Order Allowing Camera Access to Court Proceedings (Legal Newslane)	10/18/21	22	5334–5338
157.	Transcript of Proceedings Re: Motions	10/19/21	22 23	5339–5500 5501–5561
158.	Amended Transcript of Proceedings Re: Motions	10/19/21	23 24	5562–5750 5751–5784
159.	Amended Transcript of Proceedings Re: Motions	10/20/21	24	5785–5907
160.	Transcript of Proceedings Re: Motions	10/22/21	24	5908–6000

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

Tab	Document	Date	Vol.	Pages
	Relating to Defendants' Agreements with Other Market Players and Related Negotiations			
173.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 3 to Allow Reference to Plaintiffs' Decision Making Processes Regarding Setting Billed Charges	11/01/21	29	7064–7075
174.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Processes and Reasonableness of Billed Charges if Motion in Limine No. 3 is Denied	11/01/21	29	7076–7087
175.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 12, Paired with Motion in Limine No. 11, to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement	11/01/21	29	7088–7099
176.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 5 Regarding Argument or Evidence that Amounts TeamHealth Plaintiffs Billed for Services are Reasonable [An Alternative Motion to Motion in Limine No. 6]	11/01/21	29	7100–7111
177.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 7 to Authorize Defendants to Offer Evidence of the Costs of the Services that Plaintiffs Provided	11/01/21	29	7112–7123
178.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the	11/01/21	29	7124–7135

Tab	Document	Date	Vol.	Pages
	Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided			
179.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 10 to Exclude Evidence of Defendants' Corporate Structure (Alternative Motion to be Considered Only if Court Denies Defendants' Counterpart Motion in Limine No. 9)	11/01/21	29	7136–7147
180.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 11, Paired with Motion in Limine No. 12, to Authorize Defendants to Discuss Plaintiffs' Conduct and Deliberations in Negotiating Reimbursement	11/01/21	29	7148–7159
181.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 13 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Collection Practices for Healthcare Claims	11/01/21	29	7160–7171
182.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 14: Motion Offered in the Alternative MIL No. 13 to Preclude Plaintiffs from Contesting Defendants' Defenses Relating to Claims that were Subject to a Settlement Agreement Between CollectRx and Data iSight; and Defendants' Adoption of Specific Negotiation Thresholds for Reimbursement Claims Appealed or Contested by Plaintiffs	11/01/21	29	7172–7183
183.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 15 to Preclude Reference and Testimony	11/01/21	29	7184–7195

Tab	Document	Date	Vol.	Pages
	Regarding the TeamHealth Plaintiffs Policy not to Balance Bill			
184.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 18 to Preclude Testimony of Plaintiffs' Non-Retained Expert Joseph Crane, M.D.	11/01/21	29	7196–7207
185.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 20 to Exclude Defendants' Lobbying Efforts	11/01/21	29	7208–7219
186.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	11/01/21	29	7220–7231
187.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 27 to Preclude Evidence of Complaints Regarding Defendants' Out-Of-Network Rates or Payments	11/01/21	29	7232–7243
188.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 29 to Preclude Evidence Only Relating to Defendants' Evaluation and Development of a Company that Would Offer a Service Similar to Multiplan and Data iSight	11/01/21	29 30	7244–7250 7251–7255
189.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 32 to Exclude Evidence or Argument Relating to Materials, Events, or Conduct that Occurred on or After January 1, 2020	11/01/21	30	7256–7267
190.	Notice of Entry of Order Denying Defendants' Motion in Limine to Preclude Certain Expert Testimony and Fact Witness Testimony by Plaintiffs' Non-Retained	11/01/21	30	7268–7279

Tab	Document	Date	Vol.	Pages
	Expert Robert Frantz, M.D.			
191.	Notice of Entry of Order Denying Defendants' Motion in Limine No. 38 to Exclude Evidence or Argument Relating to Defendants' use of MultiPlan and the Data iSight Service, Including Any Alleged Conspiracy or Fraud Relating to the use of Those Services	11/01/21	30	7280–7291
192.	Notice of Entry of Order Granting Plaintiffs' Motion in Limine to Exclude Evidence, Testimony And-Or Argument Regarding the Fact that Plaintiff have Dismissed Certain Claims	11/01/21	30	7292–7354
193.	Notice of Entry of Order Denying Defendants' Motion to Strike Supplement Report of David Leathers	11/01/21	30	7355–7366
194.	Plaintiffs' Notice of Amended Exhibit List	11/01/21	30	7367–7392
195.	Plaintiffs' Response to Defendants' Objection to Media Requests	11/01/21	30	7393–7403
196.	Recorder's Transcript of Jury Trial – Day 5	11/01/21	30 31	7404–7500 7501–7605
197.	Recorder's Transcript of Jury Trial – Day 6	11/02/21	31 32	7606–7750 7751–7777
198.	Defendants' Deposition Designations and Objections to Plaintiffs' Deposition Counter-Designations	11/03/21	32	7778–7829
199.	Defendants' Objections to Plaintiffs' Proposed Order Granting in Part and Denying in Part Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	11/03/21	32	7830–7852
200.	Notice of Entry of Order Affirming and	11/03/21	32	7853–7874

Tab	Document	Date	Vol.	Pages
	Adopting Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified			
201.	Recorder's Transcript of Jury Trial – Day 7	11/03/21	32 33	7875–8000 8001–8091
202.	Notice of Entry of Order Granting Defendants' Motion in Limine No. 17	11/04/21	33	8092–8103
203.	Notice of Entry of Order Granting Defendants' Motion in Limine No. 25	11/04/21	33	8104–8115
204.	Notice of Entry of Order Granting Defendants' Motion in Limine No. 37	11/04/21	33	8116–8127
205.	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 9	11/04/21	33	8128–8140
206.	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 21	11/04/21	33	8141–8153
207.	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 22	11/04/21	33	8154–8165
208.	Plaintiffs' Notice of Deposition Designations	11/04/21	33 34	8166–8250 8251–8342
209.	1st Amended Jury List	11/08/21	34	8343
210.	Recorder's Transcript of Jury Trial – Day 8	11/08/21	34 35	8344–8500 8501–8514
211.	Recorder's Amended Transcript of Jury Trial – Day 9	11/09/21	35	8515–8723
212.	Recorder's Transcript of Jury Trial – Day 9	11/09/21	35 36	8724–8750 8751–8932
213.	Recorder's Transcript of Jury Trial – Day 10	11/10/21	36	8933–9000

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

Tab	Document	Date	Vol.	Pages
	Remedies			
226.	General Defense Verdict	11/16/21	40	9807–9809
227.	Plaintiffs’ Proposed Verdict Form	11/16/21	40	9810–9819
228.	Recorder’s Transcript of Jury Trial – Day 13	11/16/21	40 41	9820–10,000 10,001–10,115
229.	Reply in Support of Trial Brief Regarding Evidence and Argument Relating to Out-Of-State Harms to Non-Parties	11/16/21	41	10,116–10,152
230.	Response to Plaintiffs’ Trial Brief Regarding Specific Price Term	11/16/21	41	10,153–10,169
231.	Special Verdict Form	11/16/21	41	10,169–10,197
232.	Trial Brief Regarding Jury Instructions on Formation of an Implied-In-Fact Contract	11/16/21	41	10,198–10,231
233.	Trial Brief Regarding Jury Instructions on Unjust Enrichment	11/16/21	41	10,232–10,248
234.	3rd Amended Jury List	11/17/21	41	10,249
235.	Defendants’ Motion for Judgment as a Matter of Law	11/17/21	41 42	10,250 10,251–10,307
236.	Plaintiffs’ Supplemental Jury Instruction (Contested)	11/17/21	42	10,308–10,313
237.	Recorder’s Transcript of Jury Trial – Day 14	11/17/21	42 43	10,314–10,500 10,501–10,617
238.	Errata to Source on Defense Contested Jury Instructions	11/18/21	43	10,618–10,623
239.	Recorder’s Transcript of Jury Trial – Day 15	11/18/21	43 44	10,624–10,750 10,751–10,946
240.	Defendants’ Supplemental Proposed Jury Instructions (Contested)	11/19/21	44	10,947–10,952

Tab	Document	Date	Vol.	Pages
241.	Errata	11/19/21	44	10,953
242.	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants' Reply in Support of Motion for Partial Summary Judgment	11/19/21	44	10,954–10,963
243.	Plaintiffs' Proposed Special Verdict Form	11/19/21	44	10,964–10,973
244.	Recorder's Transcript of Jury Trial – Day 16	11/19/21	44 45	10,974–11,000 11,001–11,241
245.	Response to Plaintiffs' Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/19/21	45 46	11,242–11,250 11,251–11,254
246.	Plaintiffs' Second Supplemental Jury Instructions (Contested)	11/20/21	46	11,255–11,261
247.	Defendants' Supplemental Proposed Jury Instruction	11/21/21	46	11,262–11,266
248.	Plaintiffs' Third Supplemental Jury Instructions (Contested)	11/21/21	46	11,267–11,272
249.	Recorder's Transcript of Jury Trial – Day 17	11/22/21	46 47	11,273–11,500 11,501–11,593
250.	Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,594–11,608
251.	Defendants' Opposition to Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,609–11,631
252.	4th Amended Jury List	11/23/21	47	11,632
253.	Recorder's Transcript of Jury Trial – Day 18	11/23/21	47 48	11,633–11,750 11,751–11,907

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

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

Tab	Document	Date	Vol.	Pages
	Entry of Judgment			
280.	Appendix in Support of Plaintiffs' Opposition to Defendants' Motion to Apply Statutory Cap on Punitive Damages and Plaintiffs' Cross Motion for Entry of Judgment	01/20/22	52	12,791–12,968
281.	Notice of Entry of Order Granting Plaintiffs' Proposed Schedule for Submission of Final Redactions	01/31/22	52	12,969–12,979
282.	Notice of Entry of Stipulation and Order Regarding Schedule for Submission of Redactions	02/08/22	52	12,980–12,996
283.	Defendants' Opposition to Plaintiffs' Cross-Motion for Entry of Judgment	02/10/22	52 53	12,997–13,000 13,001–13,004
284.	Defendant' Reply in Support of Their Motion to Apply the Statutory Cap on Punitive Damages	02/10/22	53	13,005–13,028
285.	Notice of Entry of Order Shortening Time for Hearing Re: Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits	02/14/22	53	13,029–13,046
286.	Defendants' Response to Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits on Order Shortening Time	02/15/22	53	13,047–13,053
287.	Plaintiffs' Reply in Support of Cross Motion for Entry of Judgment	02/15/22	53	13,054–13,062
288.	Defendants' Index of Trial Exhibit Redactions in Dispute	02/16/22	53	13,063–13,073
289.	Notice of Entry of Stipulation and Order Regarding Certain Admitted Trial Exhibits	02/17/22	53	13,074–13,097
290.	Transcript of Proceedings Re: Motions Hearing	02/17/22	53	13,098–13,160

Tab	Document	Date	Vol.	Pages
291.	Objection to Plaintiffs' Proposed Judgment and Order Denying Motion to Apply Statutory Cap on Punitive Damages	03/04/22	53	13,161–13,167
292.	Notice of Entry of Judgment	03/09/22	53	13,168–13,178
293.	Notice of Entry of Order Denying Defendants' Motion to Apply Statutory Cap on Punitive Damages	03/09/22	53	13,179–13,197
294.	Health Care Providers' Verified Memorandum of Cost	03/14/22	53	13,198–13,208
295.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 1	03/14/22	53 54	13,209–13,250 13,251–13,464
296.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 2	03/14/22	54 55	13,465–13,500 13,501–13,719
297.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 3	03/14/22	55 56	13,720–13,750 13,751–13,976
298.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 4	03/14/22	56 57	13,977–14,000 14,001–14,186
299.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 5	03/14/22	57 58	14,187–14,250 14,251–14,421
300.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 6	03/14/22	58 59	14,422–14,500 14,501–14,673
301.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 7	03/14/22	59 60	14,674–14,750 14,751–14,920
302.	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of	03/14/22	60 61	14,921–15,000 15,001–15,174

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

Tab	Document	Date	Vol.	Pages
315.	Notice of Appeal	04/06/22	67	16,678–16,694
316.	Case Appeal Statement	04/06/22	67 68	16,695–16,750 16,751–16,825
317.	Plaintiffs’ Opposition to Defendants’ Rule 62(b) Motion for Stay	04/07/22	68	16,826–16,831
318.	Reply on “Defendants’ Rule 62(b) Motion for Stay Pending Resolution of Post-Trial Motions” (<i>on Order Shortening Time</i>)	04/07/22	68	16,832–16,836
319.	Transcript of Proceedings Re: Motions Hearing	04/07/22	68	16,837–16,855
320.	Opposition to Defendants’ Motion to Retax Costs	04/13/22	68	16,856–16,864
321.	Appendix in Support of Opposition to Defendants’ Motion to Retax Costs	04/13/22	68 69	16,865–17,000 17,001–17,035
322.	Defendants’ Opposition to Plaintiffs’ Motion for Attorneys’ Fees	04/20/22	69	17,036–17,101
323.	Transcript of Proceedings Re: Motions Hearing	04/21/22	69	17,102–17,113
324.	Notice of Posting <i>Supersedeas</i> Bond	04/29/22	69	17,114–17,121
325.	Defendants’ Reply in Support of Motion to Retax Costs	05/04/22	69	17,122–17,150
326.	Health Care Providers’ Reply in Support of Motion for Attorneys’ Fees	05/04/22	69	17,151–17,164
327.	Plaintiffs’ Opposition to Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	05/04/22	69	17,165–17,178
328.	Plaintiffs’ Opposition to Defendants’ Motion for New Trial	05/04/22	69 70	17,179–17,250 17,251–17,335
329.	Plaintiffs’ Opposition to Defendants’ Renewed Motion for Judgment as a Matter	05/05/22	70	17,336–17,373

Tab	Document	Date	Vol.	Pages
	of Law			
330.	Reply in Support of Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	06/22/22	70	17,374–17,385
331.	Reply in Support of Defendants’ Renewed Motion for Judgment as a Matter of Law	06/22/22	70	17,386–17,411
332.	Reply in Support of Motion for New Trial	06/22/22	70	17,412–17,469
333.	Notice of Supplemental Attorneys Fees Incurred After Submission of Health Care Providers’ Motion for Attorneys Fees	06/24/22	70 71	17,470–17,500 17,501–17,578
334.	Defendants’ Response to Improper Supplement Entitled “Notice of Supplemental Attorney Fees Incurred After Submission of Health Care Providers’ Motion for Attorneys Fees”	06/28/22	71	17,579–17,593
335.	Notice of Entry of Order Granting Plaintiffs’ Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	06/29/22	71	17,594–17,609
336.	Transcript of Proceedings Re: Motions Hearing	06/29/22	71	17,610–17,681
337.	Order Amending Oral Ruling Granting Defendants’ Motion to Retax	07/01/22	71	17,682–17,688
338.	Notice of Entry of Order Denying Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	07/19/22	71	17,689–17,699
339.	Defendants’ Objection to Plaintiffs’ Proposed Order Approving Plaintiffs’ Motion for Attorneys’ Fees	07/26/22	71	17,700–17,706
340.	Notice of Entry of Order Approving Plaintiffs’ Motion for Attorney’s Fees	08/02/22	71	17,707–17,725

Tab	Document	Date	Vol.	Pages
341.	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion to Retax Costs	08/02/22	71	17,726–17,739
342.	Amended Case Appeal Statement	08/15/22	71 72	17,740–17,750 17,751–17,803
343.	Amended Notice of Appeal	08/15/22	72	17,804–17,934
344.	Reply in Support of Supplemental Attorney's Fees Request	08/22/22	72	17,935–17,940
345.	Objection to Plaintiffs' Proposed Orders Denying Renewed Motion for Judgment as a Matter of Law and Motion for New Trial	09/13/22	72	17,941–17,950
346.	Recorder's Transcript of Hearing Re: Hearing	09/22/22	72	17,951–17,972
347.	Limited Objection to "Order Unsealing Trial Transcripts and Restoring Public Access to Docket"	10/06/22	72	17,973–17,978
348.	Defendants' Motion to Redact Portions of Trial Transcript	10/06/22	72	17,979–17,989
349.	Plaintiffs' Opposition to Defendants' Motion to Redact Portions of Trial Transcript	10/07/22	72	17,990–17,993
350.	Transcript of Proceedings re Status Check	10/10/22	72 73	17,994–18,000 18,001–18,004
351.	Notice of Entry of Order Approving Supplemental Attorney's Fee Award	10/12/22	73	18,005–18,015
352.	Notice of Entry of Order Denying Defendants' Motion for New Trial	10/12/22	73	18,016–18,086
353.	Notice of Entry of Order Denying Defendants' Renewed Motion for Judgment as a Matter of Law	10/12/22	73	18,087–18,114
354.	Notice of Entry of Order Unsealing Trial Transcripts and Restoring Public Access to	10/12/22	73	18,115–18,125

Tab	Document	Date	Vol.	Pages
	Docket			
355.	Notice of Appeal	10/12/22	73 74	18,126–18,250 18,251–18,467
356.	Case Appeal Statement	10/12/22	74 75	18,468–18,500 18,501–18,598
357.	Notice of Entry of Order Denying “Motion to Redact Portions of Trial Transcript”	10/13/22	75	18,599–18,608
358.	Notice of Entry of Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits	10/18/22	75 76	18,609–18,750 18,751–18,755
359.	Recorder’s Transcript of Hearing Status Check	10/20/22	76	18,756–18,758
360.	Notice of Entry of Stipulation and Order Regarding Expiration of Temporary Stay for Sealed Redacted Transcripts	10/25/22	76	18,759–18,769
361.	Notice of Filing of Writ Petition	11/17/22	76	18,770–18855
362.	Trial Exhibit D5502		76 77	18,856–19,000 19,001–19,143
491.	Appendix of Exhibits in Support of Plaintiffs’ Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	145 146	35,813–36,062 36,063–36,085
492.	Transcript Re: Proposed Jury Instructions	11/21/21	146	36,086–36,250

Filed Under Seal

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

364.	Plaintiffs' Reply in Support of Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	04/01/21	78	19,157–19,176
365.	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	04/01/21	78	19,177–19,388
366.	Plaintiffs' Response to Defendants Objection to the Special Master's Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order	04/19/21	78 79	19,389–19,393 19,394–19,532
367.	Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	05/05/21	79	19,533–19,581
368.	Appendix to Defendants' Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 & #3 on Order Shortening Time	05/21/21	79 80 81	19,582–19,643 19,644–19,893 19,894–20,065
369.	Plaintiffs' Opposition to Defendants' Motion to Supplement the Record Supporting Objections to Reports and Recommendations #2 and #3 on Order Shortening Time	06/01/21	81 82	20,066–20,143 20,144–20,151
370.	Defendants' Objection to the Special Master's Report and Recommendation No. 5 Regarding Defendants' Motion for Protective Order Regarding Confidentiality	06/01/21	82	20,152–20,211

	Designations (Filed April 15, 2021)			
371.	Plaintiffs' Response to Defendants' Objection to Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions	06/16/21	82	20,212–20,265
372.	United's Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	06/24/21	82	20,266–20,290
373.	Appendix to Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	06/24/21	82 83 84	20,291–20,393 20,394–20,643 20,644–20,698
374.	Plaintiffs' Opposition to Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time	07/06/21	84	20,699–20,742
375.	Defendants' Motion for Leave to File Defendants' Objection to the Special Master's Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Under Seal	07/15/21	84	20,743–20,750
376.	Plaintiffs' Response to Defendants' Objection to Special Master Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Questions	07/22/21	84	20,751–20,863
377.	Objection to R&R #11 Regarding United's Motion to Compel Documents About Which Plaintiffs' Witnesses Testified	08/25/21	84 85	20,864–20,893 20,894–20,898

378.	Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	09/21/21	85	20,899–20,916
379.	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders	09/21/21	85	20,917–21,076
380.	Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges	09/21/21	85	21,077–21,089
381.	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges	09/21/21	85 86	21,090–21,143 21,144–21,259
382.	Motion in Limine No. 3 to Allow References to Plaintiffs' Decision Making Process Regarding Settling Billing Charges	09/21/21	86	21,260–21,313
383.	Defendants' Motion in Limine No. 5 Regarding Arguments or Evidence that Amounts TeamHealth Plaintiffs billed for Services are Reasonable [an Alternative to Motion in Limine No. 6]	09/21/21	86	21,314–21,343
384.	Defendants' Motion in Limine No. 6 Regarding Argument or Evidence That Amounts Teamhealth Plaintiffs Billed for Services are Reasonable	09/21/21	86	21,344–21,368
385.	Appendix to Defendants' Motion in Limine No. 13 (Volume 1 of 6)	09/21/21	86 87	21,369–21,393 21,394–21,484

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

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

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

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

436.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 1	12/14/21	111 112	27,506–27,643 27,644–27,767
437.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 2	12/14/21	112 113	27,768–27,893 27,894–27,981
438.	Appendix of Exhibits to Defendants' Omnibus Offer of Proof for Second Phase of Trial – Volume 3	12/14/21	113 114	27,982–28,143 28,144–28,188
439.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 1 of 18	12/24/21	114	28,189–28,290
440.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 2 of 18	12/24/21	114 115	28,291–28,393 28,394–28,484
441.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 3 of 18	12/24/21	115 116	28,485–28,643 28,644–28,742
442.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 4 of 18	12/24/21	116 117	28,743–28,893 28,894–28,938
443.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 5 of 18	12/24/21	117	28,939–29,084
444.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 6 of 18	12/24/21	117 118	29,085–29,143 29,144–29,219
445.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 7 of 18	12/24/21	118	29,220–29,384
446.	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 8 of 18	12/24/21	118 119	29,385–29,393 29,394–29,527

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

	Exhibits		127	31,394–31,500
459.	Transcript of Proceedings Re: Motions	01/12/22	127	31,501–31,596
460.	Transcript of Proceedings Re: Motions	01/20/22	127 128	31,597–31,643 31,644–31,650
461.	Transcript of Proceedings Re: Motions	01/27/22	128	31,651–31,661
462.	Defendants’ Index of Trial Exhibit Redactions in Dispute	02/10/22	128	31,662–31,672
463.	Transcript of Proceedings Re: Motions Hearing	02/10/22	128	31,673–31,793
464.	Transcript of Proceedings Re: Motions Hearing	02/16/22	128	31,794–31,887
465.	Joint Status Report and Table Identifying the Redactions to Trial Exhibits That Remain in Dispute	03/04/22	128 129	31,888–31,893 31,894–31,922
466.	Transcript of Proceedings re Hearing Regarding Unsealing Record	10/05/22	129	31,923–31,943
467.	Transcript of Proceedings re Status Check	10/06/22	129	31,944–31,953
468.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume 1)	10/07/22	129 130	31,954–32,143 32,144–32,207
469.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume 2)	10/07/22	130 131	32,208–32,393 32,394–32,476
470.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume 3)	10/07/22	131 132	32,477–32,643 32,644–32,751
471.	Appendix B to Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain Confidential Trial Exhibits (Volume	10/07/22	132 133	32,752–32,893 32,894–33,016

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

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

ALPHABETICAL TABLE OF CONTENTS TO APPENDIX

Tab	Document	Date	Vol.	Pages
209	1st Amended Jury List	11/08/21	34	8343
219	2nd Amended Jury List	11/15/21	38	9426
234	3rd Amended Jury List	11/17/21	41	10,249
252	4th Amended Jury List	11/23/21	47	11,632
342	Amended Case Appeal Statement	08/15/22	71 72	17,740–17,750 17,751–17,803
17	Amended Motion to Remand	01/15/20	2	310–348
343	Amended Notice of Appeal	08/15/22	72	17,804–17,934
117	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 2 Regarding Plaintiffs’ Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order and Overruling Objection	08/09/21	18	4425–4443
118	Amended Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants’ Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4444–4464
158	Amended Transcript of Proceedings Re: Motions	10/19/21	23 24	5562–5750 5751–5784
159	Amended Transcript of Proceedings Re: Motions	10/20/21	24	5785–5907
47	Amended Transcript of Proceedings, Plaintiff’s Motion to Compel Defendants’ Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1664–1683

Tab	Document	Date	Vol.	Pages
468	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 1) (Filed Under Seal)	10/07/22	129 130	31,954–32,143 32,144–32,207
469	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 2) (Filed Under Seal)	10/07/22	130 131	32,208–32,393 32,394–32,476
470	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 3) (Filed Under Seal)	10/07/22	131 132	32,477–32,643 32,644–32,751
471	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 4) (Filed Under Seal)	10/07/22	132 133	32,752–32,893 32,894–33,016
472	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 5) (Filed Under Seal)	10/07/22	133 134	33,017–33,143 33,144–33,301
473	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 6) (Filed Under Seal)	10/07/22	134 135	33,302–33,393 33,394–33,529
474	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 7) (Filed Under Seal)	10/07/22	135 136	33,530–33,643 33,644–33,840
475	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 8) (Filed Under Seal)	10/07/22	136 137	33,841–33,893 33,894–34,109
476	Appendix B to Order Granting in Part and	10/07/22	137	34,110–34,143

Tab	Document	Date	Vol.	Pages
	Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 9) (Filed Under Seal)		138	34,144–34,377
477	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 10) (Filed Under Seal)	10/07/22	138 139 140	34,378–34,393 34,394–34,643 34,644–34,668
478	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 11) (Filed Under Seal)	10/07/22	140 141	34,669–34,893 34,894–34,907
479	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 12) (Filed Under Seal)	10/07/22	141 142	34,908–35,143 35,144–35,162
480	Appendix B to Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits (Volume 13) (Filed Under Seal)	10/07/22	142	35,163–35,242
321	Appendix in Support of Opposition to Defendants' Motion to Retax Costs	04/13/22	68 69	16,865–17,000 17,001–17,035
280	Appendix in Support of Plaintiffs' Opposition to Defendants' Motion to Apply Statutory Cap on Punitive Damages and Plaintiffs' Cross Motion for Entry of Judgment	01/20/22	52	12,791–12,968
306	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 1	03/30/22	62 63	15,398–15,500 15,501–15,619
307	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 2	03/30/22	63 64	15,620–15,750 15,751–15,821
308	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees	03/30/22	64 65	15,822–16,000 16,001–16,053

Tab	Document	Date	Vol.	Pages
	Volume 3			
309	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 4	03/30/22	65	16,054–16,232
310	Appendix of Exhibits in Support of Health Care Providers' Motion for Attorneys' Fees Volume 5	03/30/22	65 66	16,233–16,250 16,251–16,361
295	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 1	03/14/22	53 54	13,209–13,250 13,251–13,464
296	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 2	03/14/22	54 55	13,465–13,500 13,501–13,719
297	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 3	03/14/22	55 56	13,720–13,750 13,751–13,976
298	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 4	03/14/22	56 57	13,977–14,000 14,001–14,186
299	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 5	03/14/22	57 58	14,187–14,250 14,251–14,421
300	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 6	03/14/22	58 59	14,422–14,500 14,501–14,673
301	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 7	03/14/22	59 60	14,674–14,750 14,751–14,920
302	Appendix of Exhibits in Support of Health Care Providers' Verified Memorandum of Cost Volume 8	03/14/22	60 61	14,921–15,000 15,001–15,174
303	Appendix of Exhibits in Support of Health	03/14/22	61	15,175–15,250

Tab	Document	Date	Vol.	Pages
	Care Providers' Verified Memorandum of Cost Volume 9		62	15,251–15,373
486	Appendix of Exhibits in Support of Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time (Filed Under Seal)	09/28/20	143	35,447–35,634
423	Appendix of Exhibits in Support of Plaintiffs' Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants' Reply in Support of Motion for Partial Summary Judgment (Filed Under Seal)	10/17/21	108 109	26,674–26,893 26,894–26,930
379	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence Subject to the Court's Discovery Orders (Filed Under Seal)	09/21/21	85	20,917–21,076
381	Appendix of Exhibits in Support of Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges (Filed Under Seal)	09/21/21	85 86	21,090–21,143 21,144–21,259
26	Appendix of Exhibits in Support of Plaintiffs' Opposition to Defendants' Motion to Dismiss	03/26/20	4	784–908
491	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	145 146	35,813–36,062 36,063–36,085
365	Appendix of Exhibits in Support of Plaintiffs' Renewed Motion for Order to	04/01/21	78	19,177–19,388

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

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

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

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

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

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

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

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

Tab	Document	Date	Vol.	Pages
339	Defendants' Objection to Plaintiffs' Proposed Order Approving Plaintiffs' Motion for Attorneys' Fees	07/26/22	71	17,700–17,706
273	Defendants' Objection to Plaintiffs' Proposed Order Denying Defendants' Motion for Judgment as a Matter of Law	01/04/22	51	12,707–12,717
94	Defendants' Objection to the Special Master's Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order	04/12/21	17	4059–4079
98	Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time	04/28/21	17	4109–4123
370	Defendants' Objection to the Special Master's Report and Recommendation No. 5 Regarding Defendants' Motion for Protective Order Regarding Confidentiality Designations (Filed April 15, 2021) (Filed Under Seal)	06/01/21	82	20,152–20,211
61	Defendants' Objections to Plaintiffs to Plaintiffs' Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/26/20	11	2573–2670
151	Defendants' Objections to Plaintiffs' NRCP 16.1(a)(3) Pretrial Disclosures	10/08/21	22	5288–5294
64	Defendants' Objections to Plaintiffs' Order Denying Defendants' Motion to Compel	11/02/20	11	2696–2744

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

Tab	Document	Date	Vol.	Pages
	Motion for Entry of Judgment		53	13,001–13,004
322	Defendants’ Opposition to Plaintiffs’ Motion for Attorneys’ Fees	04/20/22	69	17,036–17,101
155	Defendants’ Opposition to Plaintiffs’ Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants’ Reply in Support of Motion for Partial Summary Judgment	10/18/21	22	5323–5333
141	Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 1: to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges	09/29/21	21	5081–5103
417	Defendants’ Opposition to Plaintiffs’ Motion in Limine No. 3: To Exclude Evidence Subject to the Court’s Discovery Orders (Filed Under Seal)	09/29/21	104 105	25,869–25,893 25,894–25,901
50	Defendants’ Opposition to Plaintiffs’ Motion to Compel Defendants’ Production of Claims File for At-Issue Claims, Or, in The Alternative, Motion in Limine on Order Shortening Time	09/04/20	8	1846–1932
56	Defendants’ Opposition to Plaintiffs’ Motion to Compel Defendants’ List of Witnesses, Production of Documents, and Answers to Interrogatories on Order Shortening Time	10/06/20	10	2293–2336
251	Defendants’ Opposition to Plaintiffs’ Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,609–11,631
89	Defendants’ Opposition to Plaintiffs’ Renewed Motion for Order to Show Cause	03/22/21	16	3916–3966

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

Tab	Document	Date	Vol.	Pages
	Supplemental Attorney Fees Incurred After Submission of Health Care Providers’ Motion for Attorneys Fees”			
286	Defendants’ Response to Plaintiffs’ Motion to Unlock Certain Admitted Trial Exhibits on Order Shortening Time	02/15/22	53	13,047–13,053
225	Defendants’ Response to TeamHealth Plaintiffs’ Trial Brief Regarding Defendants’ Prompt Pay Act Jury Instruction Re: Failure to Exhaust Administrative Remedies	11/16/21	40	9799–9806
12	Defendants’ Statement of Removal	05/30/19	1	123–126
33	Defendants’ Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs’ First Amended Complaint Addressing Plaintiffs’ Eighth Claim for Relief	05/26/20	5	1173–1187
247	Defendants’ Supplemental Proposed Jury Instruction	11/21/21	46	11,262–11,266
240	Defendants’ Supplemental Proposed Jury Instructions (Contested)	11/19/21	44	10,947–10,952
48	Errata	08/04/20	7	1684
241	Errata	11/19/21	44	10,953
402	Errata to Defendants’ Motion in Limine No. 11 (Filed Under Seal)	09/22/21	96	23,824–23,859
404	Errata to Defendants’ Motion in Limine No. 12 (Filed Under Seal)	09/22/21	96 97	23,880–23,893 23,894–23,897
54	Errata to Plaintiffs’ Motion to Compel Defendants’ List of Witnesses Production of Documents and Answers to Interrogatories	09/28/20	9	2196–2223
85	Errata to Plaintiffs’ Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for	03/12/21	16	3884–3886

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

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

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

Tab	Document	Date	Vol.	Pages
	Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order and Overruling Objection			
116	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time and Overruling Objection	08/09/21	18	4414–4424
127	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions and Overruling Objection	09/16/21	19	4709–4726
128	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 7 Regarding Defendants' Motion to Compel Responses to Defendants' Amended Third Set of Request for Production of Documents and Overruling Objection	09/16/21	19	4727–4747
129	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed No to Answer and Overruling Objection	09/16/21	19 20	4748–4750 4751–4769
200	Notice of Entry of Order Affirming and Adopting Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified	11/03/21	32	7853–7874

Tab	Document	Date	Vol.	Pages
340	Notice of Entry of Order Approving Plaintiffs' Motion for Attorney's Fees	08/02/22	71	17,707–17,725
351	Notice of Entry of Order Approving Supplemental Attorney's Fee Award	10/12/22	73	18,005–18,015
357	Notice of Entry of Order Denying "Motion to Redact Portions of Trial Transcript"	10/13/22	75	18,599–18,608
40	Notice of Entry of Order Denying Defendants' (1) Motion to Dismiss First Amended Complaint; and (2) Supplemental Brief in Support of Their Motion to Dismiss Plaintiffs' First Amended Complaint Addressing Plaintiffs' Eighth Claim for Relief	06/24/20	6 7	1472–1500 1501–1516
274	Notice of Entry of Order Denying Defendants' Motion for Judgement as a Matter of Law	01/06/22	51	12,718–12,738
352	Notice of Entry of Order Denying Defendants' Motion for New Trial	10/12/22	73	18,016–18,086
154	Notice of Entry of Order Denying Defendants' Motion for Order to Show Cause Why Plaintiffs Should not be Held in Contempt for Violating Protective Order	10/14/21	22	5309–5322
161	Notice of Entry of Order Denying Defendants' Motion for Partial Summary Judgment	10/25/21	25	6116–6126
338	Notice of Entry of Order Denying Defendants' Motion for Remittitur and to Alter or Amend the Judgment	07/19/22	71	17,689–17,699
171	Notice of Entry of Order Denying Defendants' Motion in Limine No. 1 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Agreements with Other Market Players and Related Negotiations	11/01/21	29	7040–7051

Tab	Document	Date	Vol.	Pages
172	Notice of Entry of Order Denying Defendants' Motion in Limine No. 2: Motion Offered in the Alternative to MIL No. 1, to Preclude Plaintiffs from Offering Evidence Relating to Defendants' Agreements with Other Market Players and Related Negotiations	11/01/21	29	7052–7063
173	Notice of Entry of Order Denying Defendants' Motion in Limine No. 3 to Allow Reference to Plaintiffs' Decision Making Processes Regarding Setting Billed Charges	11/01/21	29	7064–7075
174	Notice of Entry of Order Denying Defendants' Motion in Limine No. 4 to Preclude References to Defendants' Decision Making Processes and Reasonableness of Billed Charges if Motion in Limine No. 3 is Denied	11/01/21	29	7076–7087
175	Notice of Entry of Order Denying Defendants' Motion in Limine No. 12, Paired with Motion in Limine No. 11, to Preclude Plaintiffs from Discussing Defendants' Approach to Reimbursement	11/01/21	29	7088–7099
176	Notice of Entry of Order Denying Defendants' Motion in Limine No. 5 Regarding Argument or Evidence that Amounts TeamHealth Plaintiffs Billed for Services are Reasonable [An Alternative Motion to Motion in Limine No. 6]	11/01/21	29	7100–7111
177	Notice of Entry of Order Denying Defendants' Motion in Limine No. 7 to Authorize Defendants to Offer Evidence of the Costs of the Services that Plaintiffs Provided	11/01/21	29	7112–7123
178	Notice of Entry of Order Denying	11/01/21	29	7124–7135

Tab	Document	Date	Vol.	Pages
	Defendants' Motion in Limine No. 8, Offered in the Alternative to MIL No. 7, to Preclude Plaintiffs from Offering Evidence as to the Qualitative Value, Relative Value, Societal Value, or Difficulty of the Services they Provided			
179	Notice of Entry of Order Denying Defendants' Motion in Limine No. 10 to Exclude Evidence of Defendants' Corporate Structure (Alternative Motion to be Considered Only if Court Denies Defendants' Counterpart Motion in Limine No. 9)	11/01/21	29	7136–7147
180	Notice of Entry of Order Denying Defendants' Motion in Limine No. 11, Paired with Motion in Limine No. 12, to Authorize Defendants to Discuss Plaintiffs' Conduct and Deliberations in Negotiating Reimbursement	11/01/21	29	7148–7159
181	Notice of Entry of Order Denying Defendants' Motion in Limine No. 13 Motion to Authorize Defendants to Offer Evidence Relating to Plaintiffs' Collection Practices for Healthcare Claims	11/01/21	29	7160–7171
182	Notice of Entry of Order Denying Defendants' Motion in Limine No. 14: Motion Offered in the Alternative MIL No. 13 to Preclude Plaintiffs from Contesting Defendants' Defenses Relating to Claims that were Subject to a Settlement Agreement Between CollectRx and Data iSight; and Defendants' Adoption of Specific Negotiation Thresholds for Reimbursement Claims Appealed or Contested by Plaintiffs	11/01/21	29	7172–7183
183	Notice of Entry of Order Denying	11/01/21	29	7184–7195

Tab	Document	Date	Vol.	Pages
	Defendants' Motion in Limine No. 15 to Preclude Reference and Testimony Regarding the TeamHealth Plaintiffs Policy not to Balance Bill			
184	Notice of Entry of Order Denying Defendants' Motion in Limine No. 18 to Preclude Testimony of Plaintiffs' Non-Retained Expert Joseph Crane, M.D.	11/01/21	29	7196–7207
185	Notice of Entry of Order Denying Defendants' Motion in Limine No. 20 to Exclude Defendants' Lobbying Efforts	11/01/21	29	7208–7219
186	Notice of Entry of Order Denying Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	11/01/21	29	7220–7231
187	Notice of Entry of Order Denying Defendants' Motion in Limine No. 27 to Preclude Evidence of Complaints Regarding Defendants' Out-Of-Network Rates or Payments	11/01/21	29	7232–7243
188	Notice of Entry of Order Denying Defendants' Motion in Limine No. 29 to Preclude Evidence Only Relating to Defendants' Evaluation and Development of a Company that Would Offer a Service Similar to Multiplan and Data iSight	11/01/21	29 30	7244–7250 7251–7255
189	Notice of Entry of Order Denying Defendants' Motion in Limine No. 32 to Exclude Evidence or Argument Relating to Materials, Events, or Conduct that Occurred on or After January 1, 2020	11/01/21	30	7256–7267
191	Notice of Entry of Order Denying Defendants' Motion in Limine No. 38 to Exclude Evidence or Argument Relating to	11/01/21	30	7280–7291

Tab	Document	Date	Vol.	Pages
	Defendants' use of MultiPlan and the Data iSight Service, Including Any Alleged Conspiracy or Fraud Relating to the use of Those Services			
190	Notice of Entry of Order Denying Defendants' Motion in Limine to Preclude Certain Expert Testimony and Fact Witness Testimony by Plaintiffs' Non-Retained Expert Robert Frantz, M.D.	11/01/21	30	7268–7279
293	Notice of Entry of Order Denying Defendants' Motion to Apply Statutory Cap on Punitive Damages	03/09/22	53	13,179–13,197
62	Notice of Entry of Order Denying Defendants' Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on Order Shortening Time	10/27/20	11	2671–2683
78	Notice of Entry of Order Denying Defendants' Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	02/04/21	15	3703–3713
193	Notice of Entry of Order Denying Defendants' Motion to Strike Supplement Report of David Leathers	11/01/21	30	7355–7366
353	Notice of Entry of Order Denying Defendants' Renewed Motion for Judgment as a Matter of Law	10/12/22	73	18,087–18,114
97	Notice of Entry of Order Denying Motion for Reconsideration of Court's Order Denying Defendants' Motion to Compel Responses to Defendants' First and Second Requests for Production	04/26/21	17	4096–4108

Tab	Document	Date	Vol.	Pages
77	Notice of Entry of Order Granting Defendants' Motion for Appointment of Special Master	02/02/21	15	3693–3702
269	Notice of Entry of Order Granting Defendants' Motion for Leave to File Defendants' Preliminary Motion to Seal Attorneys' Eyes Only Documents Used at Trial Under Seal	12/27/21	50	12,312–12,322
202	Notice of Entry of Order Granting Defendants' Motion in Limine No. 17	11/04/21	33	8092–8103
203	Notice of Entry of Order Granting Defendants' Motion in Limine No. 25	11/04/21	33	8104–8115
204	Notice of Entry of Order Granting Defendants' Motion in Limine No. 37	11/04/21	33	8116–8127
205	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 9	11/04/21	33	8128–8140
206	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 21	11/04/21	33	8141–8153
207	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion in Limine No. 22	11/04/21	33	8154–8165
341	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion to Retax Costs	08/02/22	71	17,726–17,739
358	Notice of Entry of Order Granting in Part and Denying in Part Defendants' Motion to Seal Certain Confidential Trial Exhibits	10/18/22	75 76	18,609–18,750 18,751–18,755
215	Notice of Entry of Order Granting in Part and Denying in Part Plaintiffs' Motion in Limine to Exclude Evidence Subject to the	11/12/21	37	9162–9173

Tab	Document	Date	Vol.	Pages
	Court's Discovery Orders			
147	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/07/21	21	5235–5245
242	Notice of Entry of Order Granting Plaintiffs' Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants' Reply in Support of Motion for Partial Summary Judgment	11/19/21	44	10,954–10,963
192	Notice of Entry of Order Granting Plaintiffs' Motion in Limine to Exclude Evidence, Testimony And-Or Argument Regarding the Fact that Plaintiff have Dismissed Certain Claims	11/01/21	30	7292–7354
63	Notice of Entry of Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	10/27/20	11	2684–2695
335	Notice of Entry of Order Granting Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	06/29/22	71	17,594–17,609
281	Notice of Entry of Order Granting Plaintiffs' Proposed Schedule for Submission of Final Redactions	01/31/22	52	12,969–12,979
114	Notice of Entry of Order Granting Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	08/03/21	18	4383–4402
53	Notice of Entry of Order Granting, in Part Plaintiffs' Motion to Compel Defendants'	09/28/20	9	2184–2195

Tab	Document	Date	Vol.	Pages
	Production of Claims for At-Issue Claims, Or, in The Alternative, Motion in Limine			
102	Notice of Entry of Order of Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Question	05/26/21	17	4157–4165
22	Notice of Entry of Order Re: Remand	02/27/20	3	543–552
142	Notice of Entry of Order Regarding Defendants' Objection to Special Master's Report and Recommendation No. 11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents about which Plaintiffs' Witnesses Testified on Order Shortening Time	09/29/21	21	5104–5114
66	Notice of Entry of Order Setting Defendants' Production & Response Schedule Re: Order Granting Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time	11/09/20	12	2775–2785
285	Notice of Entry of Order Shortening Time for Hearing Re: Plaintiffs' Motion to Unlock Certain Admitted Trial Exhibits	02/14/22	53	13,029–13,046
354	Notice of Entry of Order Unsealing Trial Transcripts and Restoring Public Access to Docket	10/12/22	73	18,115–18,125
86	Notice of Entry of Report and Recommendation #1	03/16/21	16	3887–3894
120	Notice of Entry of Report and Recommendation #11 Regarding Defendants' Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs'	08/11/21	18	4487–4497

Tab	Document	Date	Vol.	Pages
	Witnesses Testified			
91	Notice of Entry of Report and Recommendation #2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order	03/29/21	16	3971–3980
95	Notice of Entry of Report and Recommendation #3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Requests for Production on Order Shortening Time	04/15/21	17	4080–4091
104	Notice of Entry of Report and Recommendation #7 Regarding Defendants' Motion to Compel Plaintiffs' Responses to Defendants' Amended Third Set of Requests for Production of Documents	06/03/21	17	4173–4184
41	Notice of Entry of Stipulated Confidentiality and Protective Order	06/24/20	7	1517–1540
69	Notice of Entry of Stipulated Electronically Stored Information Protocol Order	01/08/21	12	2860–2874
289	Notice of Entry of Stipulation and Order Regarding Certain Admitted Trial Exhibits	02/17/22	53	13,074–13,097
360	Notice of Entry of Stipulation and Order Regarding Expiration of Temporary Stay for Sealed Redacted Transcripts	10/25/22	76	18,759–18,769
282	Notice of Entry of Stipulation and Order Regarding Schedule for Submission of Redactions	02/08/22	52	12,980–12,996
111	Notice of Entry Report and Recommendations #9 Regarding Pending Motions	07/01/21	18	4313–4325

Tab	Document	Date	Vol.	Pages
490	Notice of Filing of Expert Report of Bruce Deal, Revised on November 14, 2021 (Filed Under Seal)	04/18/23	144	35,714–35,812
361	Notice of Filing of Writ Petition	11/17/22	76	18,770–18855
24	Notice of Intent to Take Default as to: (1) Defendant UnitedHealth Group, Inc. on All Claims; and (2) All Defendants on the First Amended Complaint's Eighth Claim for Relief	03/13/20	3 4	699–750 751
324	Notice of Posting <i>Supersedeas</i> Bond	04/29/22	69	17,114–17,121
10	Notice of Removal to Federal Court	05/14/19	1	42–100
333	Notice of Supplemental Attorneys Fees Incurred After Submission of Health Care Providers' Motion for Attorneys Fees	06/24/22	70 71	17,470–17,500 17,501–17,578
291	Objection to Plaintiffs' Proposed Judgment and Order Denying Motion to Apply Statutory Cap on Punitive Damages	03/04/22	53	13,161–13,167
345	Objection to Plaintiffs' Proposed Orders Denying Renewed Motion for Judgment as a Matter of Law and Motion for New Trial	09/13/22	72	17,941–17,950
377	Objection to R&R #11 Regarding United's (Filed Under Seal) Motion to Compel Documents About Which Plaintiffs' Witnesses Testified (Filed Under Seal)	08/25/21	84 85	20,864–20,893 20,894–20,898
320	Opposition to Defendants' Motion to Retax Costs	04/13/22	68	16,856–16,864
153	Opposition to Plaintiffs' Motion in Limine to Exclude Evidence, Testimony and/or Argument Regarding the Fact that Plaintiffs have Dismissed Certain Claims and Parties on Order Shortening Time	10/12/21	22	5301–5308

Tab	Document	Date	Vol.	Pages
20	Order	02/20/20	3	519–524
21	Order	02/24/20	3	525–542
337	Order Amending Oral Ruling Granting Defendants’ Motion to Retax	07/01/22	71	17,682–17,688
2	Peremptory Challenge of Judge	04/17/19	1	18–19
415	Plaintiffs’ Combined Opposition to Defendants Motions in Limine 1, 7, 9, 11 & 13 (Filed Under Seal)	09/29/21	104	25,786–25,850
416	Plaintiffs’ Combined Opposition to Defendants’ Motions in Limine No. 2, 8, 10, 12 & 14 (Filed Under Seal)	09/29/21	104	25,851–25,868
145	Plaintiffs’ Motion for Leave to File Second Amended Complaint on Order Shortening Time	10/04/21	21	5170–5201
422	Plaintiffs’ Motion for Leave to File Supplemental Record in Opposition to Arguments Raised for the First Time in Defendants’ Reply in Support of Motion for Partial Summary Judgment (Filed Under Seal)	10/17/21	108	26,664–26,673
378	Plaintiffs’ Motion in Limine to Exclude Evidence Subject to the Court’s Discovery Orders (Filed Under Seal)	09/21/21	85	20,899–20,916
380	Plaintiffs’ Motion in Limine to Exclude Evidence, Testimony and/or Argument Relating to (1) Increase in Insurance Premiums (2) Increase in Costs and (3) Decrease in Employee Wages/Benefits Arising from Payment of Billed Charges (Filed Under Seal)	09/21/21	85	21,077–21,089
149	Plaintiffs’ Motion in Limine to Exclude Evidence, Testimony and-or Argument	10/08/21	22	5265–5279

Tab	Document	Date	Vol.	Pages
	Regarding the Fact that Plaintiffs Have Dismissed Certain Claims and Parties on Order Shortening Time			
363	Plaintiffs' Motion to Compel Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on Order Shortening Time (Filed Under Seal)	09/28/20	78	19,144–19,156
49	Plaintiffs' Motion to Compel Defendants' Production of Claims File for At-Issue Claims, or, in the Alternative, Motion in Limine on Order Shortening Time	08/28/20	7 8	1685–1700 1701–1845
250	Plaintiffs' Motion to Modify Joint Pretrial Memorandum Re: Punitive Damages on Order Shortening Time	11/22/21	47	11,594–11,608
194	Plaintiffs' Notice of Amended Exhibit List	11/01/21	30	7367–7392
208	Plaintiffs' Notice of Deposition Designations	11/04/21	33 34	8166–8250 8251–8342
152	Plaintiffs' Objections to Defendants' Pretrial Disclosures	10/08/21	22	5295–5300
328	Plaintiffs' Opposition to Defendants' Motion for New Trial	05/04/22	69 70	17,179–17,250 17,251–17,335
420	Plaintiffs' Opposition to Defendants' Motion for Partial Summary Judgment (Filed Under Seal)	10/05/21	107	26,498–26,605
327	Plaintiffs' Opposition to Defendants' Motion for Remittitur and to Alter or Amend the Judgment	05/04/22	69	17,165–17,178
144	Plaintiffs' Opposition to Defendants' Motion in Limine No. 24 to Preclude Plaintiffs from Referring to Themselves as Healthcare Professionals	09/29/21	21	5155–5169
143	Plaintiffs' Opposition to Defendants' Motion	09/29/21	21	5115–5154

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

Tab	Document	Date	Vol.	Pages
	Complaint Addressing Plaintiffs' Eighth Claim for Relief			
83	Plaintiffs' Opposition to Motion for Reconsideration of Order Denying Defendants' Motion to Compel Plaintiffs Responses to Defendants' First and Second Requests for Production	03/04/21	16	3833–3862
55	Plaintiffs' Opposition to Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures on an Order Shortening Time	09/29/20	9-10	2224–2292
72	Plaintiffs' Opposition to Motion to Compel Responses to Defendants' First and Second Requests for Production on Order Shortening Time	01/12/21	14	3420–3438
122	Plaintiffs' Opposition to United's Motion for Order to Show Cause Why Plaintiffs Should Not Be Held in Contempt and Sanctioned for Allegedly Violating Protective Order	08/24/21	19	4528–4609
270	Plaintiffs' Opposition to United's Motion to Seal	12/29/21	50	12,323–12,341
222	Plaintiffs' Proposed Jury Instructions (Contested)	11/15/21	38 39	9496–9500 9501–9513
260	Plaintiffs' Proposed Second Phase Jury Instructions and Verdict Form	12/06/21	49	12,064–12,072
243	Plaintiffs' Proposed Special Verdict Form	11/19/21	44	10,964–10,973
227	Plaintiffs' Proposed Verdict Form	11/16/21	40	9810–9819
84	Plaintiffs' Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions	03/08/21	16	3863–3883

Tab	Document	Date	Vol.	Pages
287	Plaintiffs' Reply in Support of Cross Motion for Entry of Judgment	02/15/22	53	13,054–13,062
364	Plaintiffs' Reply in Support of Renewed Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt and for Sanctions (Filed Under Seal)	04/01/21	78	19,157–19,176
366	Plaintiffs' Response to Defendants Objection to the Special Master's Report and Recommendation No. 2 Regarding Plaintiffs' Objection to Notice of Intent to Issue Subpoena Duces Tecum to TeamHealth Holdings, Inc. and Collect Rx, Inc. Without Deposition and Motion for Protective Order (Filed Under Seal)	04/19/21	78 79	19,389–19,393 19,394–19,532
195	Plaintiffs' Response to Defendants' Objection to Media Requests	11/01/21	30	7393–7403
371	Plaintiffs' Response to Defendants' Objection to Report and Recommendation #6 Regarding Defendants' Motion to Compel Further Testimony from Deponents Instructed Not to Answer Questions (Filed Under Seal)	06/16/21	82	20,212–20,265
376	Plaintiffs' Response to Defendants' Objection to Special Master Report and Recommendation No. 9 Regarding Defendants' Renewed Motion to Compel Further Testimony from Deponents Instructed not to Answer Questions (Filed Under Seal)	07/22/21	84	20,751–20,863
110	Plaintiffs' Response to Defendants' Objection to Special Master's Report and Recommendation #7 Regarding Defendants' Motion to Compel Responses to Amended	06/24/21	18	4281–4312

Tab	Document	Date	Vol.	Pages
	Third Set of Request for Production of Documents			
367	Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Motion to Compel Responses to Defendants' Second Set of Request for Production on Order Shortening Time (Filed Under Seal)	05/05/21	79	19,533–19,581
426	Plaintiffs' Response to Defendants' Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties (Filed Under Seal)	11/08/21	109	26,965–26,997
246	Plaintiffs' Second Supplemental Jury Instructions (Contested)	11/20/21	46	11,255–11,261
261	Plaintiffs' Supplement to Proposed Second Phase Jury Instructions	12/06/21	49	12,072–12,077
236	Plaintiffs' Supplemental Jury Instruction (Contested)	11/17/21	42	10,308–10,313
248	Plaintiffs' Third Supplemental Jury Instructions (Contested)	11/21/21	46	11,267–11,272
216	Plaintiffs' Trial Brief Regarding Defendants' Prompt Payment Act Jury Instruction Re: Failure to Exhaust Administrative Remedies	11/12/21	37	9174–9184
223	Plaintiffs' Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/15/21	39	9514–9521
218	Plaintiffs' Trial Brief Regarding Specific Price Term	11/14/21	38	9417–9425
428	Preliminary Motion to Seal Attorneys' Eyes Documents Used at Trial (Filed Under Seal)	11/11/21	109	27,004–27,055
211	Recorder's Amended Transcript of Jury Trial – Day 9	11/09/21	35	8515–8723

Tab	Document	Date	Vol.	Pages
73	Recorder's Partial Transcript of Proceedings Re: Motions (Unsealed Portion Only)	01/13/21	14	3439–3448
125	Recorder's Partial Transcript of Proceedings Re: Motions Hearing	09/09/21	19	4667–4680
126	Recorder's Partial Transcript of Proceedings Re: Motions Hearing (Via Blue Jeans)	09/15/21	19	4681–4708
31	Recorder's Transcript of Hearing All Pending Motions	05/15/20	5	1022–1026
88	Recorder's Transcript of Hearing All Pending Motions	03/18/21	16	3910–3915
90	Recorder's Transcript of Hearing All Pending Motions	03/25/21	16	3967–3970
96	Recorder's Transcript of Hearing All Pending Motions	04/21/21	17	4092–4095
82	Recorder's Transcript of Hearing Defendants' Motion to Extend All Case Management Deadlines and Continue Trial Setting on Order Shortening Time (Second Request)	03/03/21	16	3824–3832
101	Recorder's Transcript of Hearing Motion for Leave to File Opposition to Defendants' Motion to Compel Responses to Second Set of Requests for Production on Order Shortening Time in Redacted and Partially Sealed Form	05/12/21	17	4155–4156
107	Recorder's Transcript of Hearing Motion for Leave to File Plaintiffs' Response to Defendants' Objection to the Special Master's Report and Recommendation No. 3 Regarding Defendants' Second Set of Request for Production on Order Shortening Time in Redacted and Partially Sealed Form	06/09/21	17	4224–4226
92	Recorder's Transcript of Hearing Motion to Associate Counsel on OST	04/01/21	16	3981–3986

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

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

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

Tab	Document	Date	Vol.	Pages
	Cause Why Plaintiffs Should Not Be Hold in Contempt and Sanctioned for Violating Protective Order”			
19	Reply in Support of Amended Motion to Remand	02/05/20	2 3	486–500 501–518
330	Reply in Support of Defendants’ Motion for Remittitur and to Alter or Amend the Judgment	06/22/22	70	17,374–17,385
57	Reply in Support of Defendants’ Motion to Compel Production of Clinical Documents for the At-Issue Claims and Defenses and to Compel Plaintiff to Supplement Their NRCP 16.1 Initial Disclosures	10/07/20	10	2337–2362
331	Reply in Support of Defendants’ Renewed Motion for Judgment as a Matter of Law	06/22/22	70	17,386–17,411
332	Reply in Support of Motion for New Trial	06/22/22	70	17,412–17,469
87	Reply in Support of Motion for Reconsideration of Order Denying Defendants’ Motion to Compel Plaintiffs Responses to Defendants’ First and Second Requests for Production	03/16/21	16	3895–3909
344	Reply in Support of Supplemental Attorney’s Fees Request	08/22/22	72	17,935–17,940
229	Reply in Support of Trial Brief Regarding Evidence and Argument Relating to Out-Of-State Harms to Non-Parties	11/16/21	41	10,116–10,152
318	Reply on “Defendants’ Rule 62(b) Motion for Stay Pending Resolution of Post-Trial Motions” (<i>on Order Shortening Time</i>)	04/07/22	68	16,832–16,836
245	Response to Plaintiffs’ Trial Brief Regarding Punitive Damages for Unjust Enrichment Claim	11/19/21	45 46	11,242–11,250 11,251–11,254

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

Tab	Document	Date	Vol.	Pages
	Under Seal)			
170	Supplement to Defendants' Objection to Media Requests	10/31/21	29	7019–7039
439	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 1 of 18 (Filed Under Seal)	12/24/21	114	28,189–28,290
440	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 2 of 18 (Filed Under Seal)	12/24/21	114 115	28,291–28,393 28,394–28,484
441	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 3 of 18 (Filed Under Seal)	12/24/21	115 116	28,485–28,643 28,644–28,742
442	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 4 of 18 (Filed Under Seal)	12/24/21	116 117	28,743–28,893 28,894–28,938
443	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 5 of 18 (Filed Under Seal)	12/24/21	117	28,939–29,084
444	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 6 of 18 (Filed Under Seal)	12/24/21	117 118	29,085–29,143 29,144–29,219
445	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 7 of 18 (Filed Under Seal)	12/24/21	118	29,220–29,384
446	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 8 of 18 (Filed Under Seal)	12/24/21	118 119	29,385–29,393 29,394–29,527
447	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 9 of 18 (Filed Under Seal)	12/24/21	119 120	29,528–29,643 29,644–29,727
448	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial	12/24/21	120 121	29,728–29,893 29,894–29,907

Tab	Document	Date	Vol.	Pages
	Exhibits – Volume 10 of 18 (Filed Under Seal)			
449	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 11 of 18 (Filed Under Seal)	12/24/21	121	29,908–30,051
450	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 12 of 18 (Filed Under Seal)	12/24/21	121 122	30,052–30,143 30,144–30,297
451	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 13 of 18 (Filed Under Seal)	12/24/21	122 123	30,298–30,393 30,394–30,516
452	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 14 of 18 (Filed Under Seal)	12/24/21	123 124	30,517–30,643 30,644–30,677
453	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 15 of 18 (Filed Under Seal)	12/24/21	124	30,678–30,835
454	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 16 of 18 (Filed Under Seal)	12/24/21	124 125	30,836–30,893 30,894–30,952
455	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 17 of 18 (Filed Under Seal)	12/24/21	125	30,953–31,122
456	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 18 of 18 (Filed Under Seal)	12/24/21	125 126	30,123–31,143 31,144–31,258

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

Tab	Document	Date	Vol.	Pages
464	Transcript of Proceedings Re: Motions Hearing (Filed Under Seal)	02/16/22	128	31,794–31,887
38	Transcript of Proceedings, All Pending Motions	06/05/20	6	1350–1384
39	Transcript of Proceedings, All Pending Motions	06/09/20	6	1385–1471
46	Transcript of Proceedings, Plaintiff's Motion to Compel Defendants' Production of Unredacted MultiPlan, Inc. Agreement	07/29/20	7	1644–1663
482	Transcript of Status Check (Filed Under Seal)	10/10/22	142	35,248–35,258
492	Transcript Re: Proposed Jury Instructions	11/21/21	146	36,086–36,250
425	Trial Brief Regarding Evidence and Argument Relating to Out-of-State Harms to Non-Parties (Filed Under Seal)	10/31/21	109	26,953–26,964
232	Trial Brief Regarding Jury Instructions on Formation of an Implied-In-Fact Contract	11/16/21	41	10,198–10,231
233	Trial Brief Regarding Jury Instructions on Unjust Enrichment	11/16/21	41	10,232–10,248
484	Trial Exhibit D5499 (Filed Under Seal)		142 143	35,264–35,393 35,394–35,445
362	Trial Exhibit D5502		76 77	18,856–19,000 19,001–19,143
485	Trial Exhibit D5506 (Filed Under Seal)		143	35,446
372	United's Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified on Order Shortening Time (Filed Under Seal)	06/24/21	82	20,266–20,290
112	United's Reply in Support of Motion to Compel Plaintiffs' Production of Documents About Which Plaintiffs' Witnesses Testified	07/12/21	18	4326–4340

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

CERTIFICATE OF SERVICE

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

Electronic notification will be sent to the following:

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

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

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

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

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

Attorneys for Respondents (case no. 85525)

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

Attorneys for Amicus Curiae (case no. 85656)

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

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

Respondent (case no. 85656)

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

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

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

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

1 appropriate.

2 THE COURT: Okay.

3 Last word?

4 MR. SMITH: Your Honor, I mean, I hear Mr.
5 McManis's, quote/unquote, -- what basically is a
6 substantive objection why he thinks that the Motion should
7 be denied. I do disagree with the characterization. I
8 mean, we did have discussions at the beginning of the trial
9 that made it clear that whatever we lost on in terms of the
10 Exhibits being unsealed would apply equally to the
11 transcripts.

12 And we're not asking to stay the unsealing of the
13 other -- you know, the 21 page -- the 21 days of trial,
14 and, then, everything except for those five pages. I don't
15 think it's an unreasonable request.

16 However, I didn't hear a basis for overturning the
17 automatic stay that we would be entitled to under Rule
18 62(b) -- or 62(a). In the event that Your Honor is going
19 to deny the Motion to Seal, I believe we should still be
20 entitled to the temporary stay.

21 Look, if we're wrong, the Supreme Court disagrees
22 with us, it doesn't extend the stay, then it all goes out -
23 - you know, even those five pages go out to the public.
24 But, to deny us that opportunity for appellate review
25 simply because he disagrees with our position, I think

1 would be inappropriate.

2 THE COURT: All right. So, with regard to the
3 limited objection to the Order unsealing trial transcripts,
4 the objection's overruled. And I'll get that Order entered
5 today.

6 With regard to the Defendant's Motion to Redact
7 Portions of the Trial Script -- Transcript, that will be
8 denied. Based on the merits today, you are entitled to the
9 stay under the rules. And, so, that should be included in
10 the Order.

11 MR. SMITH: Thank you, Your Honor.

12 THE COURT: All right.

13 MR. POLSENBERG: Thank you, Your Honor.

14 THE COURT: Anything else today? Thank you both
15 for your --

16 MR. MCMANIS: I don't think --

17 THE COURT: No? Did I cut you off?

18 MR. MCMANIS: I was just going to say, I don't
19 think -- I don't think we have anything else substantively.
20 But I did submit the two Orders and United's Objections on
21 the 5th. I just wanted to make sure the Court received
22 that.

23 THE COURT: I've reviewed them all. And I'll be
24 entering Orders this afternoon.

25 MR. SMITH: Great. Thank you, Your Honor.

1 MR. POLSENBERG: Thank you, Your Honor.

2 MR. MCMANIS: Thank you.

3 MR. POLSENBERG: Have a nice day.

4

5 PROCEEDING CONCLUDED AT 1:10 P.M.

6 * * * * *

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATION

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER

351

351

NEOJ

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER
APPROVING SUPPLEMENTAL
ATTORNEYS' FEE AWARD**

018005

PLEASE TAKE NOTICE that an Order Approving Supplemental Attorneys' Fee Award was entered on October 10, 2022, a copy of which is attached hereto.

DATED this 10th day of October, 2022.

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

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

AHMAD, ZAVITSANOS & MENSING, P.C.

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

Attorneys for Plaintiffs

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:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

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

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

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis

Heather S. Hume

CLERK OF THE COURT

ORDG

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

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

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

Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER APPROVING
SUPPLEMENTAL ATTORNEYS'
FEE AWARD**

Hearing Date: September 22, 2022
Hearing Time: 10:00 a.m.

This matter came before the Court on September 22, 2022 on Plaintiffs' Notice of
Supplemental Fees Incurred After Submission of Health Care Providers' Motion for Attorneys' Fees

(the “Notice) in connection with the Motion for Attorneys’ Fees filed on March 30, 2022 (the “Motion”) by Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine (collectively the “Plaintiffs”).

Pat Lundvall, McDonald Carano LLP; and Joe Ahmad, Kevin Leyendecker and Jason McManis of Ahmad, Zavitsanos & Mensing, P.C., appeared on behalf the Plaintiffs.

Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC, appeared on behalf of defendants United Healthcare Insurance Company; United Health Care Services Inc., dba UnitedHealthcare; UMR, Inc., dba United Medical Resources; Sierra Health and Life Insurance Company, Inc. and Health Plan of Nevada, Inc. (collectively “Defendants”).

The Court, having considered the Notice and the Motion, the Defendants’ Oppositions and Plaintiffs’ Replies thereto, the evidence cited in the pleadings, the Court’s background and familiarity with this matter, the Court’s August 1, 2022 Order Approving \$11,414,739.97 in Fees and the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

1. The Court’s August 1, 2022 Order Approving \$11,414,739.97 Fees is adopted and incorporated herein fully because such Order contains the Court’s findings, analysis, reasoning and rationale for approving both the Motion and the supplemental fees requested by Plaintiffs in the Notice.

2. Specifically, the Court intends that with respect to its August 1, 2022 Order, all of the Court’s findings, analysis, reasoning and rationale with respect to the fees requested in the Motion apply equally to the fees requested in the Notice.

3. For example, as with the Motion, the Court finds that the Notice filed on June 24, 2022, which the Court is treating as a motion under Rule 54(d), was timely pursuant to NRCP 54(d)(2)(B)(i) and further finds that the content met the requirements of NRCP 54(d)(2)(B)(ii-v).

4. Likewise, the Court confirms that, as with the invoices underlying the Motion, the Court studied every page of the invoices submitted by Plaintiffs in the Notice and looked at a number of issues, including hourly rates, who was doing the work, incremental billing times, duplication of

1 effort, block billing and redactions. The Court did look specifically to see if Plaintiffs' counsel was
2 pyramiding services such that the lower rate services reflected the bulk of the time spent and the
3 higher rate services reflected a minority of the time spent. Such evidence demonstrates Plaintiffs'
4 counsel staffed and worked the case and issues in a reasonable and necessary fashion.

5 5. In light of the extensive review conducted by the Court of the Plaintiffs' invoices
6 submitted with the Notice, the prevailing rates discussed in the Court's August 1, 2022 Order, the
7 defense put forth both before and during and after the trial, the complexity and uniqueness of the
8 case, the quality of the lawyering, the rigorous nature of the trial and the results obtained, the *full*
9 \$835,041 in attorneys' fees requested by Plaintiffs (less the \$2,126 acknowledged by Plaintiffs'
10 counsel during the hearing as having been mistakenly included), including the rates requested for
11 each of the timekeepers involved, is reasonable under the circumstances.

12 6. However, in light of the number of timekeepers involved and the few instances where
13 the Court found the time invoiced was a little too sparsely described, a reduction of 10% in the
14 amount of requested attorneys' fees is appropriate.

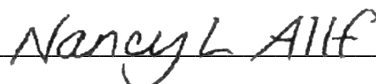
15 7. Consequently, the sum of \$749,623.50 reflects the reasonable and necessary fees
16 incurred by Plaintiffs and the Court awards and orders Defendants pay such amount in addition to
17 the \$11,414,739.97 awarded Plaintiffs as reflected in the Court's August 1, 2022 Order Approving
18 Fees.

19 8. Finally, and in light of the finding in paragraph 7 above, the Court hereby enters
20 judgment in favor of Plaintiffs and against Defendants for their reasonable and necessary attorneys'
21 fees in the total amount of \$12,164,363.47, which judgment shall bear interest at the post-judgment
22 legal rate.

23 **ORDER**

24 IT IS SO ORDERED.

25 Dated this 10th day of October, 2022

26 
27

28 **22A 09C C2C4 62BE**
Nancy Alf
District Court Judge

Submitted by:

Approved/Disapproved as to form and content:

McDONALD CARANO LLP

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

By: /s/ P. Kevin Leyendecker

By: /s/ APPROVED

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

D. Lee Roberts, Jr. (NSBN 8877)
Colby L. Balkenbush (NSBN 13066)
Brittany M. Llewellyn (NSBN 13527)
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com

P. Kevin Leyendecker (admitted pro hac vice)
John Zavitsanos (admitted pro hac vice)
Joseph Y. Ahmad (admitted pro hac vice)
Jason S. McManis (admitted pro hac vice)
Jane L. Robinson (admitted pro hac vice)
Ahmad, Zavitsanos & Mensing
1221 McKinney Street, Suite 2500
Houston, Texas 77010

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

Justin C. Fineberg (admitted pro hac vice)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331

Attorneys for Plaintiffs

K. Lee Blalack, II, Esq.
(admitted pro hac vice)
Jeffrey E. Gordon, Esq.
(admitted pro hac vice)
O'Melveny & Myers LLP
1625 Eye St. N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com

Paul J. Wooten, Esq.
(admitted pro hac vice)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
Attorneys for Defendants

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 10/10/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Pat Lundvall	plundvall@mcdonaldcarano.com
22 Kristen Gallagher	kgallagher@mcdonaldcarano.com
23 Cindy Bowman	cbowman@wwhgd.com
24 D. Lee Roberts	lroberts@wwhgd.com
25 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
26	
27	
28	

1	Colby Balkenbush	cbalkenbush@wwhgd.com
2	Daniel Polsenberg	dpolsenberg@lewisroca.com
3	Joel Henriod	jhenriod@lewisroca.com
4	Abraham Smith	asmith@lewisroca.com
5	Brittany Llewellyn	bllewellyn@wwhgd.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Kimberly Kirn	kkirn@mcdonaldcarano.com
11	Justin Fineberg	jfineberg@lashgoldberg.com
12	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
13	Virginia Boies	vboies@lashgoldberg.com
14	Martin Goldberg	mgoldberg@lashgoldberg.com
15	Rachel LeBlanc	rleblanc@lashgoldberg.com
16	Jonathan Feuer	jfeuer@lashgoldberg.com
17	Jason Orr	jorr@omm.com
18	Phillip Smith, Jr.	psmithjr@wwhgd.com
19	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
20	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
21	Jessica Helm	jhelm@lewisroca.com
22	Cynthia Kelley	ckelley@lewisroca.com
23	Emily Kapolnai	ekapolnai@lewisroca.com
24		
25		
26		
27		
28		

1	Maxine Rosenberg	Mrosenberg@wwhgd.com
2	Mara Satterthwaite	msatterthwaite@jamsadr.com
3	Adam Levine	alevine@omm.com
4	Jeff Gordon	jgordon@omm.com
5	Hannah Dunham	hdunham@omm.com
6	Paul Wooten	pwooten@omm.com
7	Dimitri Portnoi	dportnoi@omm.com
8	Lee Blalack	lblalack@omm.com
9	David Ruffner	druffner@lashgoldberg.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

tteegarden@mcdonaldcarano.com

errol.King@phelps.com

352

352

NEOJ

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

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

018016

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.

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

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

AHMAD, ZAVITSANOS & MENSING, P.C.

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

Attorneys for Plaintiffs

McDONALD CARANO

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

018017

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:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

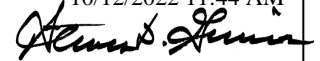
Judge David Wall, Special Master
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

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

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

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis



CLERK OF THE COURT

ORDD

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

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

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

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**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

018019

018019

1 Health and Life Insurance Co., Inc. (“SHL”); and Health Plan of Nevada, Inc. (“HPN”)
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.
26
27
28

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).

- 1 vii. References to the cost of the Bellagio. *Id.* at 70–71 (citing 11/3/21 at
2 65:16–25).
- 3 b. **No objection during opening and closing.** For the below complaints, United
4 cites these sections of the trial transcript, which contain no objections:
- 5 i. Alleged limine violations during closing regarding emotional personal
6 medical stories, references to Plaintiffs as “doctors,” United’s “greed,”
7 and reimbursement rates before 2016. *Id.* at 78 (citing 11/23/21 Tr. at
8 136:9–138:1, 138:2–12, 140:20–21, 140:22–24, 142:21, 154:4–9).
- 9 ii. Alleged limine violations for referring to the Plaintiffs as “doctors.” *Id.*
10 at 58–59 (citing 11/23/21 Tr. at 137:2–4, 139:25–140:1, 257:10–23).
- 11 iii. Reference to conduct that “anybody living in this state ought to be
12 embarrassed about.” *Id.* at 62 (citing 11/23/21 Tr. at 166:11–21).
- 13 iv. Comments that saving lives is “not selling stadium seating,” comments
14 on the impact of this case on patients, or comments that United is
15 “screwing” Plaintiffs and patients. *Id.* at 64 (citing 11/23/21 Tr. at
16 150:5–10, 153:25–154:13).
- 17 v. Comment that the jury is wasting its time if it talks to United in a
18 “whisper.” *Id.* at 84–85 (citing 12/7/21 Tr. at 107:14–15).
- 19 c. **Objecting on basis other than attorney misconduct.** Defendants cite these
20 sections of the trial transcript, which either include no objection or an objection
21 other than attorney misconduct (some of which the Court has already addressed
22 above). Also, Defendants complain about a lack of admonishing instructions.
23 But Defendants cite sections in which they did not request instructions:
- 24 i. Referring to United’s misconduct as “ramrodding” (objection: form,
25 argumentative). Mot. at 67 (citing 11/8/21 Tr. at 58:5–10). The Court
26 sustained the objection. Defendants did not seek an instruction. *Id.*
- 27 ii. Later Wizard of Oz and Toto comments (objections: argumentative,
28 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.*

- 1 vi. Value of human life compared to cost of airfare (objection: relevance).
2 *Id.* at 63 (citing 11/2/21 Tr. at 132:22–133:15).
- 3 vii. Stock buybacks (objections: none for certain questions, relevance, facts
4 not in evidence, foundation, compound, asked and answered). *Id.* at 81–
5 83 (citing 12/7/21 Tr. at 13:18–18:6, 108:3–9). The questions during the
6 punitive-damages phase were relevant to the jury’s consideration of
7 deterrence. *See* Jury Instruction 43 (“In arriving at any award of punitive
8 damages, you are to consider the following: 1. The reprehensibility of
9 the conduct of the defendant; 2. The amount of punitive damages which
10 will serve the purposes of punishment and deterrence, taking into
11 account the defendant’s financial condition.”); *see* Nev. J.I. 12.1 (2018).
- 12 viii. TeamHealth as “biggest kid in school yard” (objection: facts not in
13 evidence). *Id.* at 62 (citing 11/23/21 Tr. at 145:25–146:9).
- 14 ix. Use of United’s word “egregious” (objection: none for certain questions,
15 argumentative; compound). *Id.* at 63 (citing 11/2/21 Tr. at 124:16–
16 125:18) and 66 (citing 11/8/21 at 46:17–24).
- 17 x. The Blob (objections: none for some questions, compound,
18 argumentative). *Id.* at 67 (citing 11/3/21 Tr. at 196:6–22; 11/9/21 Tr. at
19 142:15–20).
- 20 xi. Questions regarding the fact that United pays itself more than it pays ER
21 doctors for life-saving treatment (objections: asked and answered,
22 misstates testimony, argumentative). *Id.* at 68 (citing 11/15/21 Tr. at
23 192:6–193:11, 203:3–205:2).
- 24 xii. Effect of United’s misconduct on “mom and pop” providers (objection:
25 speculation). *Id.* at 72–73 (citing 11/12/21 Tr. at 111).
- 26 xiii. Cross examination of Mr. Deal (objections: none for some questions,
27 compound, asked and answered, assumes facts not in evidence, improper
28 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-R CJ-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. NRCPP 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. NRCPP 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.

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
28

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.

1 198. Defendants argue they produced over 200,000 pages of administrative records.
2 But this does not change the fact that Defendants did not produce the plan documents (i.e.,
3 “summary plan descriptions” or “administrative services agreements”) for all the claims at issue
4 in the case. While Defendants produced many administrative records in discovery, Defendants
5 improperly refused to produce the most relevant portion of those administrative records.

6 199. At trial, Defendants relied on the plan documents to rebut Plaintiffs’ claims and
7 argue to the jury that Defendants had to reimburse Plaintiffs based on the payment obligations
8 outlined in the plan documents. *See, e.g.*, 11/2/21 Tr. at 78:21–23 (“Like every other type of
9 health insurance, the plan document, the contract between the employer and the administrator or
10 the health insurer determines what the benefit is”). Defendants produced some of the plans but
11 withheld a majority of them. This is important because, as Defendants argued in opening, the
12 plan documents are different based on the employer. *See id.* at 78:24–25 (“And those plan
13 documents can be different because different employers pick different benefits and different
14 plans”). Left without the plan documents, Plaintiffs were unable to directly show the jury that
15 Defendants’ argument was false and that, in fact, Defendants had not followed the plan but instead
16 reimbursed based on their own randomly calculated amounts.

17 200. The Court disagrees that its August 3, 2021 Order (forming the basis of the adverse
18 inference instruction) did not contain a request that would include the administrative records. *See*
19 Mot. at 141–142. The Court compelled Defendants and further granted the order to show cause
20 as it relates to RFP 6, 7, and 18:

21 **REQUEST FOR PRODUCTION NO. 6:**

22 Produce any and all Documents and/or Communications relating to Your decision to
23 reduce payment for any CLAIM.

24 **REQUEST FOR PRODUCTION NO. 7:**

25 Produce any and all Documents and/or Communications supporting or relating to Your
26 contention or belief that You are entitled to pay or allow less than Fremont’s full billed charges
27 for any of the CLAIMS.
28

1 **REQUEST FOR PRODUCTION NO. 18:**

2 All documents and/or communications regarding the rational, basis, or justification for
3 the reduced rates for emergency services proposed to Fremont in or around 2017 to Present.

4 See August 3, 2021 Order to Show Cause at 7; Resp. Ex. 3 (First Set of RFPs). Each request seeks
5 documents that form the basis for why Defendants paid Plaintiffs less than the billed charge. At
6 trial, Defendants relied on the plan documents, so Defendants should have produced the plan
7 documents: (1) in discovery, (2) after the Court ordered them to, and (3) after the Court granted
8 Plaintiffs Renewed Motion for an Order to Show Cause regarding these requests.

9 201. The Court also rejects Defendants' argument that it would have been burdensome
10 to produce all the administrative records. For the adverse inference, Plaintiffs' focus was the plan
11 documents, not all the administrative records. Once the focus is on just the plan documents, the
12 world of documents Defendants refused to produce is much smaller.

13 **B. The jury was correctly instructed on the rebuttable presumption under NRS**
14 **47.250(3) and the law supports such an instruction.**

15 202. The Court disagrees with Defendants' characterization of the standard for a
16 rebuttable presumption under NRS 47.250(3). First, Defendants are incorrect that there must be
17 a loss or destruction of evidence before a rebuttable presumption can be given. Second, Plaintiffs
18 established that Defendants willfully suppressed evidence. Third, the jury does not need to decide
19 willfulness.

20 203. Defendants cite *Bass-Davis v. Davis*, 122 Nev. 442, 448, 134 P.3d 103, 106 (Nev.
21 2006) for the proposition that the party seeking the benefit of a rebuttable presumption instruction
22 must demonstrate evidence was lost or destroyed.³ But NRS 47.250(3) only refers to the
23 suppression of evidence. It does not refer to destruction or loss anywhere within the plain
24 statutory language. Moreover, consistent with the plain language of the statute, in *Bass-Davis* the
25 Nevada Supreme Court discussed "willful suppression **or** destruction, which triggers the

26
27 ³ Defendants also rely on *Samsara Investments LLC Series #4 v. Carrington Mort. Servs.,*
28 *LLC*, 488 P.3d 678, 2021 WL 2493878, *3 (Nev. Ct. App. 2021) (unpublished disposition) for
 a similar proposition. This case is distinguishable because there was no motion to compel filed
 by the party seeking the instruction. Under that framework, suppression simply was not an
 issue.

1 rebuttable presumption under NRS 47.250(3) . . .” *Bass-Davis*, 122 Nev. at 452, 134 P.3d at 109
2 (emphasis added). In fact, the court in *Bass-Davis* later only referred to “destruction” instead of
3 “suppression” because that case involved destruction of evidence, not because the court was
4 contrasting the two concepts. The Court’s August 3, 2021 Order met the criteria of NRS
5 47.250(3) when it held that Defendants had suppressed evidence by failing to produce documents
6 by 5 P.M. on April 15, 2021.

7 204. *Rives v. Farris*, 506 P.3d 1064, 138 Nev. Adv. Op. 17 (Mar. 31, 2022) is similarly
8 unavailing. In *Rives*, the Nevada Supreme Court concluded that the adverse inference instruction
9 should not have been given because the allegedly suppressed evidence was irrelevant, and even
10 if it had a modicum of relevance, the probative value of such evidence would be substantially
11 outweighed by the danger of unfair prejudice. In other words, the Nevada Supreme Court
12 concluded that inadmissible evidence cannot be admitted as a discovery sanction. The court
13 reached this conclusion independently of the issue of whether the evidence had been lost or
14 destroyed. Moreover, in *Rives*, the evidence that the defendant initially withheld or suppressed
15 was actually produced months before trial; thus, the facts are also distinguishable.

16 205. The Court likewise rejects Defendants’ argument that Plaintiffs must demonstrate
17 Defendants “willfully” suppressed evidence. In its August 3, 2021 Order, this Court already held
18 that it found Defendants’ conduct to be willful. *MDB Trucking, LLC v. Versa Prods. Co., Inc.*,
19 136 Nev. 626, 632, 475 P.3d 397, 404 (Nev. 2020) is unavailing. The standard applied in *MDB*
20 *Trucking* is a higher standard applicable only to case-ending sanctions. *Id.* at 631. Case-ending
21 sanctions are not at issue here.

22 206. Defendants’ final argument is that the Court improperly took the willfulness
23 determination out of the hands of the jury. Defendants cite to *Bass-Davis* and *Boland v. Nev.*
24 *Rock & Sand Co.*, 111 Nev. 608, 613, 894 P.2d 988, 991 (1995) to support their position. But
25 *Bass-Davis* supports the conclusion that a judge **can** determine willfulness. In fact, the court
26 recognized that, “if the district court, in rendering its discretionary ruling on whether to given an
27 adverse inference instruction, has examined the relevant facts, applied a proper standard of law,
28 and, utilizing a demonstratively rational process, reached a conclusion that a reasonable judge

1 could reach, affirmance is appropriate.” 122 Nev. at 447–448, 134 P.3d at 106–107. *Boland*
2 stands for the same proposition and the Nevada Supreme Court upheld the district court’s
3 determination on willfulness. It was thus proper for this Court to determine willfulness.

4 207. In its August 3, 2021 Order, this Court concluded that Defendants willfully failed
5 to produce documents responsive to requests served by Plaintiffs and compelled by the Court to
6 be produced by 5 P.M. on April 15, 2021. The Court went further to explain Defendants’ pattern
7 of noncompliance and efforts to keep Plaintiffs from discovering information relevant to the case.
8 As such, the Court found the conduct: (1) was willful and (2) done to suppress evidence from
9 Plaintiffs such that a rebuttable presumption instruction was warranted. The Court made this
10 determination after the examination of the facts and by applying the proper standard of law. As
11 such, the rebuttable presumption instruction given by the Court was proper under the applicable
12 case law. Defendants are not entitled to a new trial on this ground.

13 **XI. Cumulative error**

14 208. To obtain a new trial for cumulative error, Defendants would have to prove that
15 the Court’s cumulative errors are the sole explanation for the verdict. *See Gunderson*, 130 Nev.
16 at 78, 319 P.3d at 613–14. Defendants cannot meet this burden. First, as explained herein,
17 Defendants have not shown that the Court abused its discretion or committed any other relevant
18 error. Second, substantial evidence supports the jury’s verdict and no alleged error is material or
19 affects Defendants’ substantial rights, especially in light of the jury awarding only part of
20 Plaintiffs’ requested damages. Accordingly, Defendants are not entitled to a new trial for
21 cumulative error.

22 **XII. Conclusion**

23 209. Any of Defendants’ other arguments in their Motion for New Trial not specifically
24 addressed herein are likewise found to be without merit. The Court considered all of the defenses
25 raised, the arguments made, and the evidence. Defendants are not entitled to a new trial on any
26 ground.

ORDER

IT IS HEREBY ORDERED that the Defendants' Motion for New Trial is denied.

Dated this 12th day of October, 2022

Nancy L Allf
MA

0BB 4CE F102 1505

Nancy Allf

District Court Judge

Submitted by:

Disapproved as to form and content:

/s/ Jane Langdell Robinson

Joseph Y. Ahmad
John Zavitsanos
Jason S. McManis
Michael Killingsworth
Louis Liao
Jane L. Robinson
P. Kevin Leyendecker
AHMAD, ZAVITSANOS & MENSING
1221 McKinney Street, Suite 2500
Houston, Texas 77010
joeahmad@azalaw.com
jzavitsanos@azalaw.com
jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com
(admitted *pro hac vice*)

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

Justin C. Fineberg
LASH & GOLDBERG LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331
jfineberg@lashgoldberg.com
(admitted *pro hac vice*)

Attorneys for Plaintiffs

/s/ Abraham Smith

D. Lee Roberts, Jr.
Colby L. Balkenbush
Brittany M. Llewellyn
Phillip N. Smith, Jr.
Marjan Hajimirzaee
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

1 kfeder@omm.com
2 (admitted *pro hac vice*)

3 Paul J. Wooten
4 Amanda Genovese
5 Philip E. Legendy
6 O'Melveny & Myers LLP
7 Times Square Tower,
8 Seven Times Square,
9 New York, New York 10036
10 pwooten@omm.com
11 agenovese@omm.com
12 plegendy@omm.com
13 (admitted *pro hac vice*)

14 Daniel F. Polsenberg, Esq.
15 Joel D. Henriod, Esq.
16 Abraham G. Smith, Esq.
17 LEWIS ROCA ROTHGERBER CHRISTIE LLP
18 3993 Howard Hughes Parkway, Suite 600
19 Las Vegas, Nevada 89169
20 dpolsenberg@lewisroca.com
21 jhenriod@lewisroca.com
22 asmith@lewisroca.com

23 *Attorneys for Defendants*
24
25
26
27
28

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 10/12/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Pat Lundvall	plundvall@mcdonaldcarano.com
24 Kristen Gallagher	kgallagher@mcdonaldcarano.com
25 Amanda Perach	aperach@mcdonaldcarano.com
26	
27	
28	

1	Beau Nelson	bnelson@mcdonaldcarano.com
2	Marianne Carter	mcarter@mcdonaldcarano.com
3	Karen Surowiec	ksurowiec@mcdonaldcarano.com
4	Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
6	Colby Balkenbush	cbalkenbush@wwhgd.com
7	Daniel Polsenberg	dpolsenberg@lewisroca.com
8	Joel Henriod	jhenriod@lewisroca.com
9	Abraham Smith	asmith@lewisroca.com
10	Brittany Llewellyn	bllewellyn@wwhgd.com
11	Phillip Smith, Jr.	psmithjr@wwhgd.com
12	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
14	Justin Fineberg	jfineberg@lashgoldberg.com
15	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
16	Virginia Boies	vboies@lashgoldberg.com
17	Martin Goldberg	mgoldberg@lashgoldberg.com
18	Rachel LeBlanc	rleblanc@lashgoldberg.com
20	Jonathan Feuer	jfeuer@lashgoldberg.com
21	Jason Orr	jorr@omm.com
22	Adam Levine	alevine@omm.com
23	Jeff Gordon	jgordon@omm.com
24	Hannah Dunham	hdunham@omm.com
25	Paul Wooten	pwooten@omm.com
26	Dimitri Portnoi	dportnoi@omm.com
27		
28		

1	Lee Blalack	lblalack@omm.com
2	David Ruffner	druffner@lashgoldberg.com
3	Kimberly Kirn	kkirn@mcdonaldcarano.com
4	Emily Pincow	epincow@lashgoldberg.com
5	Cheryl Johnston	Cheryl.Johnston@phelps.com
6	Jonathan Siegelau	jsiegelau@lashgoldberg.com
7	Philip Legendy	plegendy@omm.com
8	Andrew Eveleth	aeveleth@omm.com
9	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
10	Jessica Helm	jhelm@lewisroca.com
11	Cynthia Kelley	ckelley@lewisroca.com
12	Emily Kapolnai	ekapolnai@lewisroca.com
13	Maxine Rosenberg	Mrosenberg@wwhgd.com
14	Mara Satterthwaite	msatterthwaite@jamsadr.com
15	Tara Teegarden	tteegarden@mcdonaldcarano.com
16	Errol King	errol.King@phelps.com
17	Kevin Feder	kfeder@omm.com
18	Nadia Farjood	nfarjood@omm.com
19	Jason Yan	jyan@omm.com
20	AZAlaw AZAlaw	TMH010@azalaw.com
21	Beau Nelson	beaunelsonmc@gmail.com
22	Marianne Carter	mcarter.mc2021@gmail.com
23	Dexter Pagdilao	dpagdilao@omm.com
24		
25		
26		
27		
28		

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

Hollis Donovan

hdonovan@omm.com

Craig Caesar

Craig.Caesar@phelps.com

353

353

NEOJ

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

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

018087

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.

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

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

AHMAD, ZAVITSANOS & MENSING, P.C.

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

Attorneys for Plaintiffs

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:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

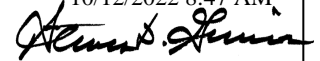
Judge David Wall, Special Master
Mara Satterthwaite & Michelle Samaniego
JAMS
3800 Howard Hughes Parkway, 11th Floor
Las Vegas, NV 89123
msatterthwaite@jamsadr.com
msamaniego@jamsadr.com

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

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

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis



CLERK OF THE COURT

ORDD

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

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

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

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER DENYING DEFENDANTS'
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

018090

018090

018090

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'
28

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 NRS 686A.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.

49. The Court need not determine whether Defendants are correct that the Health Care Providers must show harm from the claims process itself. The Health Care Providers introduced evidence that each of the Defendants developed reimbursement methodologies that were calculated to systematically underpay the Health Care Providers' claims. This is a harm from the claims process itself.

50. *Yusko v. Horace Mann Servs. Corp.*, No. 2:11-cv-00278-RLH-GWF, 2012 WL 458471 (D. Nev. Feb. 10, 2012) is distinguishable from this case. In *Yusko*, a casualty insurance case, the defendant insurance company had already paid the policy limits to the insured. Therefore, the court found that no wrongful processing or other bad conduct by the defendant could have harmed the plaintiff, because she was not entitled to anything else under the policy.

51. The jury's findings of Defendants' liability under the Unfair Claims Practices Act are supported by the evidence. Defendants are not entitled to judgment as a matter of law on this cause of action.

Punitive Damages

52. For the reasons set out above, UHS and UMR are subject to the Unfair Claims Practices Act and therefore are not exempt from punitive damages on this cause of action.

53. Although the Nevada Supreme Court has held that punitive damages are not available for breach of contract claims, it has not imposed that restriction on the Unfair Claims Practices Act. See *Ins. Co. of the West v. Gibson Title Co., Inc.*, 122 Nev. 455, 464, 134 P.3d 698, 703 (2006) ("[T]he award of punitive damages cannot be based upon a cause of action sounding *solely* in contract.") (emphasis added). The gravamen of unfair claims practices is not just the breach of an obligation, but the failure to treat the plaintiff fairly. See NRS 686A.310. That is particularly true in the context of a relationship with unequal bargaining power, such as in this case. This unequal power distinguishes this situation from ordinary contracting scenarios.

54. In this Court's previous order denying the Motion to Dismiss the First Amended Complaint, this Court observed that if the Nevada Supreme Court were to determine that a contractual relationship would be required to have standing to assert a claim for Unfair Claims Practices, such a claim had been asserted in this case. Order Denying Motion to Dismiss FAC

¶ 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.

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

3

4
5
6
7
8
9
10
11
12
13

14
15
16

17
18
19
20
21
22
23
24
25
26
27

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


MA

9A9 2D5 868D 58EF

Nancy Alf

Disapproved as to form and content:
District Court Judge

Submitted by:

/s/ Jane Langdell Robinson

Joseph Y. Ahmad
John Zavitsanos
Jason S. McManis
Michael Killingsworth
Louis Liao
Jane L. Robinson
P. Kevin Leyendecker
AHMAD, ZAVITSANOS & MENSING
1221 McKinney Street, Suite 2500
Houston, Texas 77010
joeahmad@azalaw.com
jzavitsanos@azalaw.com

/s/ Abraham Smith

D. Lee Roberts, Jr.
Colby L. Balkenbush
Brittany M. Llewellyn
Phillip N. Smith, Jr.
Marjan Hajimirzaee
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com

1 jmcmanis@azalaw.com
 2 mkillingsworth@azalaw.com
 3 lliao@azalaw.com
 4 jrobinson@azalaw.com
 5 kleyendecker@azalaw.com
 6 (admitted *pro hac vice*)

7 Pat Lundvall (NSBN 3761)
 8 Kristen T. Gallagher (NSBN 9561)
 9 Amanda M. Perach (NSBN 12399)
 10 McDONALD CARANO LLP
 11 2300 West Sahara Avenue, Suite 1200
 12 Las Vegas, Nevada 89102
 13 plundvall@mcdonaldcarano.com
 14 kgallagher@mcdonaldcarano.com
 15 aperach@mcdonaldcarano.com

16 Justin C. Fineberg
 17 LASH & GOLDBERG LLP
 18 Weston Corporate Centre I
 19 2500 Weston Road Suite 220
 20 Fort Lauderdale, Florida 33331
 21 jfineberg@lashgoldberg.com
 22 (admitted *pro hac vice*)

23 *Attorneys for Plaintiffs*

psmithjr@wwhgd.com
 mhajimirzaee@wwhgd.com

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

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

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

Daniel F. Polsenberg, Esq.
 Joel D. Henriod, Esq.
 Abraham G. Smith, Esq.
 LEWIS ROCA ROTHGERBER CHRISTIE LLP
 3993 Howard Hughes Parkway, Suite 600
 Las Vegas, Nevada 89169
 dpolsenberg@lewisroca.com
 jhenriod@lewisroca.com
 asmith@lewisroca.com

Attorneys for Defendants

1 **CSERV**

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8
9 United Healthcare Insurance
Company, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 10/12/2022

16 Michael Infuso minfuso@greeneinfusolaw.com

17 Keith Barlow kbarlow@greeneinfusolaw.com

18 Frances Ritchie fritchie@greeneinfusolaw.com

19 Greene Infuso, LLP filing@greeneinfusolaw.com

20 Audra Bonney abonney@wwhgd.com

21 Pat Lundvall plundvall@mcdonaldcarano.com

22 Kristen Gallagher kgallagher@mcdonaldcarano.com

23 Cindy Bowman cbowman@wwhgd.com

24 D. Lee Roberts lroberts@wwhgd.com

25 Raiza Anne Torrenueva rtorrenueva@wwhgd.com

1	Colby Balkenbush	cbalkenbush@wwhgd.com
2	Daniel Polsenberg	dpolsenberg@lewisroca.com
3	Joel Henriod	jhenriod@lewisroca.com
4	Abraham Smith	asmith@lewisroca.com
5	Brittany Llewellyn	bllewellyn@wwhgd.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Kimberly Kirn	kkirn@mcdonaldcarano.com
11	Justin Fineberg	jfineberg@lashgoldberg.com
12	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
13	Virginia Boies	vboies@lashgoldberg.com
14	Martin Goldberg	mgoldberg@lashgoldberg.com
15	Rachel LeBlanc	rleblanc@lashgoldberg.com
16	Jonathan Feuer	jfeuer@lashgoldberg.com
17	Jason Orr	jorr@omm.com
18	Phillip Smith, Jr.	psmithjr@wwhgd.com
19	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
20	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
21	Jessica Helm	jhelm@lewisroca.com
22	Cynthia Kelley	ckelley@lewisroca.com
23	Emily Kapolnai	ekapolnai@lewisroca.com
24		
25		
26		
27		
28		

1	Maxine Rosenberg	Mrosenberg@wwhgd.com
2	Mara Satterthwaite	msatterthwaite@jamsadr.com
3	Adam Levine	alevine@omm.com
4	Jeff Gordon	jgordon@omm.com
5	Hannah Dunham	hdunham@omm.com
6	Paul Wooten	pwooten@omm.com
7	Dimitri Portnoi	dportnoi@omm.com
8	Lee Blalack	lblalack@omm.com
9	David Ruffner	druffner@lashgoldberg.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

Tara Teegarden	tteegarden@mcdonaldcarano.com
Errol KIng	errol.King@phelps.com

354

354

NEOJ

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

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

018115

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.

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

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

AHMAD, ZAVITSANOS & MENSING, P.C.

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

Attorneys for Plaintiffs

McDONALD CARANO

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

018116

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:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

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

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

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis

Heaven S. Hume

CLERK OF THE COURT

ORD

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

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

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

Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER 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.

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

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

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

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

ORDER

IT IS SO ORDERED.

Dated this 10th day of October, 2022

Nancy L Alf

26A A7E 290C C4E3
Nancy Alf
District Court Judge

Submitted by:

McDONALD CARANO LLP

By: /s/ Jason McManis

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

P. Kevin Leyendecker (admitted pro hac vice)
John Zavitsanos (admitted pro hac vice)
Joseph Y. Ahmad (admitted pro hac vice)
Jason S. McManis (admitted pro hac vice)
Jane L. Robinson (admitted pro hac vice)
Ahmad, Zavitsanos, Anaipakos, Alavi &
Mensing
1221 McKinney Street, Suite 2500
Houston, Texas 77010

Justin C. Fineberg (admitted pro hac vice)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331

Attorneys for Plaintiffs

Approved/Disapproved as to form and content:

LEWIS ROCA ROTHGERBER CHRISTIE
LLP

By: DISAPPROVED

Daniel F. Polsenberg (SBN 2376)
Joel D. Henriod (SBN 8492)
Abraham G. Smith (SBN 13,250)
3993 Howard Hughes Parkway
Suite 600
Las Vegas, Nevada 89169
(702) 949-8200

D. Lee Roberts, Jr. (NSBN 8877)
Colby L. Balkenbush (NSBN 13066)
Brittany M. Llewellyn (NSBN 13527)
Weinberg, Wheeler, Huggins,
Gunn & Dial, LLP
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com

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

K. Lee Blalack, II, Esq.
(admitted pro hac vice)
Jeffrey E. Gordon, Esq.
(admitted pro hac vice)
O'Melveny & Myers LLP
1625 Eye St. N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com

Paul J. Wooten, Esq.
(admitted pro hac vice)

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

Amanda Genovese, Esq.
(admitted *pro hac vice*)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
Attorneys for Defendants

1 **CSERV**

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8
9 United Healthcare Insurance
Company, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 10/10/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Pat Lundvall	plundvall@mcdonaldcarano.com
22 Kristen Gallagher	kgallagher@mcdonaldcarano.com
23 Cindy Bowman	cbowman@wwhgd.com
24 D. Lee Roberts	lroberts@wwhgd.com
25 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
26	
27	
28	

1	Colby Balkenbush	cbalkenbush@wwhgd.com
2	Daniel Polsenberg	dpolsenberg@lewisroca.com
3	Joel Henriod	jhenriod@lewisroca.com
4	Abraham Smith	asmith@lewisroca.com
5	Brittany Llewellyn	bllewellyn@wwhgd.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Kimberly Kirn	kkirn@mcdonaldcarano.com
11	Justin Fineberg	jfineberg@lashgoldberg.com
12	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
13	Virginia Boies	vboies@lashgoldberg.com
14	Martin Goldberg	mgoldberg@lashgoldberg.com
15	Rachel LeBlanc	rleblanc@lashgoldberg.com
16	Jonathan Feuer	jfeuer@lashgoldberg.com
17	Jason Orr	jorr@omm.com
18	Phillip Smith, Jr.	psmithjr@wwhgd.com
19	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
20	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
21	Jessica Helm	jhelm@lewisroca.com
22	Cynthia Kelley	ckelley@lewisroca.com
23	Emily Kapolnai	ekapolnai@lewisroca.com
24		
25		
26		
27		
28		

1	Maxine Rosenberg	Mrosenberg@wwhgd.com
2	Mara Satterthwaite	msatterthwaite@jamsadr.com
3	Adam Levine	alevine@omm.com
4	Jeff Gordon	jgordon@omm.com
5	Hannah Dunham	hdunham@omm.com
6	Paul Wooten	pwooten@omm.com
7	Dimitri Portnoi	dportnoi@omm.com
8	Lee Blalack	lblalack@omm.com
9	David Ruffner	druffner@lashgoldberg.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

Tara Teegarden

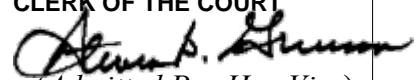
tteegarden@mcdonaldcarano.com

Errol KIng

errol.King@phelps.com

355

355



NOAS

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

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

Attorneys for Defendants

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

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

NOTICE OF APPEAL

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

10 Defendants.

11 **NOTICE OF APPEAL**

12 Please take notice that defendants United Healthcare Insurance Company (“UHIC”),
 13 United Health Care Services Inc. (“UHS”, which does business as UnitedHealthcare or “UHC”
 14 and through UHIC), UMR, Inc. (“UMR”), Sierra Health and Life Insurance Company (“SHL”),
 15 and Health Plan of Nevada, Inc. (“HPN”) hereby appeal to the Supreme Court of Nevada from:

- 16 1. All judgments and orders in this case;
- 17 2. “Judgment,” filed on March 9, 2022, notice of entry of which was served
 18 electronically on March 9, 2022 (Exhibit A);
- 19 3. “Order Denying Defendants’ Motion for Remittitur and to Alter or Amend the
 20 Judgment,” filed on July 18, 2022, notice of entry of which was served electronically on July 19,
 21 2022 (Exhibit B);
- 22 4. “Order Granting in Part and Denying in Part Defendants’ Motion to Retax Costs,”
 23 filed on July 28, 2022, notice of entry of which was served electronically on August 2, 2022
 24 (Exhibit C);
- 25 5. “Order Approving Plaintiffs’ Motion for Attorneys’ Fees,” filed on August 1,
 26 2022, notice of entry of which was served electronically on August 2, 2022 (Exhibit D);
- 27 6. “Order Approving Supplemental Attorneys’ Fee Award,” filed on October 10,
 28 2022, notice of entry of which was served electronically on October 12, 2022 (Exhibit E);
7. “Order Granting in Part and Denying in Part Defendants’ Motion to Seal Certain
 Confidential Trial Exhibits,” filed on October 10, 2022 (Exhibit F);

018127

018127

8. “Order Unsealing Trial Transcripts and Restoring Public Access to Docket,” filed October 10, 2022, notice of entry of which was served electronically on October 12, 2022 (Exhibit G);

9. “Order Denying Defendants’ Renewed Motion for Judgment as a Matter of Law,” filed on October 12, 2022, notice of entry of which was served electronically on October 12, 2022 (Exhibit H);

10. “Order Denying Defendants’ Motion for New Trial,” filed on October 12, 2022, notice of entry of which was served electronically on October 12, 2022 (Exhibit I);

11. “Order Denying ‘Motion to Redact Portions of Trial Transcript,’” filed October 12, 2022 (Exhibit J); and

12. All rulings and interlocutory orders made appealable by any of the foregoing.

Dated this 12th day of October, 2022.

/s/ Abraham G. Smith

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway
Suite 600
Las Vegas, Nevada 89169-5996
Telephone: (702) 949-8200

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

Attorneys for Defendants

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

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

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

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of October, 2022, a true and correct copy of the foregoing "Notice of Appeal" was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

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

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

Michael V. Infuso, Esq.
Keith W. Barlow, Esq.
Sean B. Kirby, Esq.
Greene Infuso, LLP
3030 S. Jones Blvd., Suite 101
Las Vegas, NV 89146
minfuso@greeneinfusolaw.com
kbarlow@greeneinfusolaw.com
skirby@greeneinfusolaw.com

Errol J. King, Esq.
Phelps Dunbar LLP
II City Plaza, 400 Convention St., Suite 1100
Baton Rouge, LA 70802
errol.king@phelps.com

Attorneys for Non Party Multiplan, Inc.

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

018129

018129

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

6 *Attorneys for Plaintiffs*

7 /s/ Emily D. Kapolnai
8 An employee of Lewis Roca Rothgerber Christie LLP
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

018130

018130

EXHIBIT A

018131

018131

EXHIBIT A

NJUD

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants

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

**NOTICE OF ENTRY OF
JUDGMENT**

Please take notice that a Judgment was entered on March 9, 2022, a copy of which is
attached hereto.

1 DATED this 9th day of March, 2022.

2 McDONALD CARANO LLP

3 By: /s/ Kristen T. Gallagher

4 Pat Lundvall (NSBN 3761)
5 Kristen T. Gallagher (NSBN 9561)
6 Amanda M. Perach (NSBN 12399)
7 2300 West Sahara Avenue, Suite 1200
8 Las Vegas, Nevada 89102
9 plundvall@mcdonaldcarano.com
10 kgallagher@mcdonaldcarano.com
11 aperach@mcdonaldcarano.com

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

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 9th day of March, 2022, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF JUDGMENT** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

/s/ Marianne Carter

An employee of McDonald Carano LLP

JUDG

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

vs.

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

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

JUDGMENT

This action came on for trial before the Court and a jury, the Honorable Nancy L. Allf, District Court Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdicts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Fremont Emergency Services (Mandavia) Ltd. recover a total of \$23,169,133.81 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice of this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$478,686.26	\$157,046.68	\$4,500,000	\$5,135,732.94
United Health Care Services Inc.	\$771,406.35	\$251,359.37	\$4,500,000	\$5,522,765.72
UMR, Inc.	\$168,949.51	\$49,891.88	\$2,000,000	\$2,218,841.39

Sierra Health and Life Insurance Company Inc.	\$1,007,374.49	\$254,978.14	\$5,000,000	\$6,262,352.63
Health Plan of Nevada Inc.	\$23,765.68	\$5,675.45	\$4,000,000	\$4,029,441.13

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Team Physicians of Nevada-Mandavia P.C. recover a total of \$20,111,844.85 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$42,803.36	\$13,836.81	\$4,500,000	\$4,556,640.17
United Health Care Services Inc.	\$40,607.19	\$10,875.36	\$4,500,000	\$4,551,482.55
UMR, Inc.	\$485.37	\$137.83	\$2,000,000	\$2,000,623.20
Sierra Health and Life Insurance Company Inc.	\$1,783.85	\$512.04	\$5,000,000	\$5,002,295.89
Health Plan of Nevada Inc.	\$598.83	\$204.21	\$4,000,000	\$4,000,803.04

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Crum Stefanko and Jones Ltd. dba Ruby Crest Emergency Medicine recover a total of \$20,148,895.30 from the Defendants listed below, in the respective amounts listed below, with post-judgment interest thereon as provided by law from the date of written notice of this Judgment being entered until paid, together with its costs of action and attorneys' fees, if any, in amounts to be determined hereafter.

Defendant	Actual Damages	Prompt Pay Damages	Punitive Damages	Judgment
United Healthcare Insurance Company	\$32,972.03	\$10,442.16	\$4,500,000	\$4,543,414.19
United Health Care Services Inc.	\$69,447.39	\$20,845.46	\$4,500,000	\$4,590,292.85
UMR, Inc.	\$7,911.57	\$2,353.04	\$2,000,000	\$2,010,264.61
Sierra Health and Life Insurance Company Inc.	\$3,438.63	\$1,089.67	\$5,000,000	\$5,004,528.30
Health Plan of Nevada Inc.	\$281.49	\$113.87	\$4,000,000	\$4,000,395.36

IT IS SO ORDERED.

Dated this 9th day of March, 2022.

Dated this 9th day of March, 2022

Nancy L Allf

TW

519 56D 37C6 D5AF
Nancy Allf
District Court Judge

018137

018137

CERTIFICATE OF SERVICE

I certify that on this 4th day of March, 2022, I caused a true and correct copy of the foregoing to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER
CHRISTIE LLP
3993 Howard Hughes Parkway, Suite
600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

/s/

Kevin Leyendecker

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 3/9/2022

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

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

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

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

6
7 If indicated below, a copy of the above mentioned filings were also served by mail
8 via United States Postal Service, postage prepaid, to the parties listed below at their last
9 known addresses on 3/10/2022

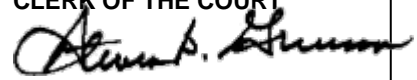
9	D Roberts	6385 S Rainbow BLVD STE 400 Las Vegas, NV, 89118
10	Patricia Lundvall	McDonald Carano Wilson LLP c/o: Pat Lundvall 2300 W. Sahara Avenue, Suite 1200 Las Vegas, NV, 89102

EXHIBIT B

018143

018143

EXHIBIT B



NEOJ

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

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

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

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

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS'
MOTION FOR REMITTITUR AND
TO ALTER OR AMEND THE
JUDGMENT**

corporation; SIERRA HEALTH AND LIFE
INSURANCE COMPANY, INC., a Nevada
corporation; HEALTH PLAN OF NEVADA, INC.,
a Nevada corporation,

Defendants.

Please take notice that an Order Denying Defendants' Motion for Remittitur and to
Alter or Amend the Judgment was entered on July 18, 2022, in the above-captioned matter.
A copy is attached hereto.

Dated this 19th day of July, 2022.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

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

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

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

McDONALD CARANO

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

CERTIFICATE OF SERVICE

I CERTIFY that I am an employee of McDonald Carano LLP, and on this 19th day of July, 2022, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS' MOTION FOR REMITTITUR AND TO ALTER OR AMEND THE JUDGMENT** to be filed and served via this Court's Electronic Filing system in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Daniel F. Polsenberg, Esq.
Joel D. Henriad, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriad@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

Attorneys for Defendants

/s/ Marianne Carter
An employee of McDonald Carano LLP

ODM

**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,

Plaintiff(s)

vs.

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

Defendant(s).

CASE NO.: A-19-792978-B

DEPARTMENT 27

**ORDER DENYING DEFENDANTS' MOTION FOR REMITTITUR AND TO
ALTER OR AMEND THE JUDGMENT**

On June 29, 2022, a hearing was held before the Court on Defendants' Motion for Remittitur and to Alter or Amend the Judgment. This matter was taken under advisement. The Court, having considered the Motion, the Opposition, and the Reply, as well as the exhibits thereto, and argument of counsel, orders as follows:

ORDER.

COURT FINDS after review that if an award of damages is excessive, the Court may order remittitur damnum to reduce the damages or, alternatively, a new trial. *Canterino v. The Mirage Casino-Hotel*, 117 Nev. 19, 22 (Nev. 2001). An award of compensatory damages must be overturned if the “award is so excessive that it appears to have been given under the influence of passion or prejudice.” *Bahena v. Goodyear Tire & Rubber Co.*, 235 P.3d 592, 601 (Nev. 2010). Although the size of the award alone is not conclusive of passion or prejudice, the Court should reduce or disallow the award if “its judicial conscience is shocked.” *Guaranty Nat’l Ins. Co., v. Potter*, 112 Nev. 199, 207 (Nev. 1996).

COURT FURTHER FINDS after review that with regard to special damages, while the amount of damages does not need to be mathematically exact, there must be “an evidentiary basis for determining an amount that is reasonably accurate.” *Bahena*, 235 P.3d at 601; *see also Canterino*, 117 Nev. at 24. The District Court has significant discretion in ruling upon a motion for remittitur. *Canterino*, 117 Nev. at 22. Indeed, on appeal, the Nevada Supreme Court will “accord deference to the trial judge’s decision and reject a challenge to the judge’s discretion if there is a material conflict of evidence regarding the extent of the damages.” *Id.*

COURT FURTHER FINDS after review that to determine whether a punitive damage award violates a party’s due process rights a court must consider (1) “the degree of reprehensibility of the defendant’s conduct,” (2) the ratio of the punitive damage award to the “actual harm inflicted on the plaintiff,” and (3) how the punitive damages award compares to other civil or criminal penalties “that could be imposed for comparable misconduct.” *Bongiovi v. Sullivan*, 122 Nev. 556, 582, 138 P.3d 433, 452 (2006).

COURT FURTHER FINDS after review that “[t]he most important indicium of reasonableness of a punitive damages award is the degree of reprehensibility of the defendant’s conduct.” *State Farm Mut. Auto. Ins. Co. v. Campbell*, 123 S.Ct. 1513, 538 US 408, 419 (2003).

1 The reprehensibility factors considered are: 1) the type of the harm caused; 2) the indifference to
2 or a reckless disregard of the health or safety of others; 3) whether the target of the conduct is
3 financially vulnerability; 4) if the conduct involved repeated actions or was an isolated incident;
4 and 5) the harm was the result of intentional malice, trickery, or deceit, or mere accident. *Id.* at
5 1521, 538 US at 419. The existence of any one of these factors weighing in favor of a plaintiff
6 may not be sufficient to sustain a punitive damages award; and the absence of all of them renders
7 any award suspect. *Id.*

9 **COURT FURTHER FINDS** after review when defendants' actions were intentional and
10 repetitive, resulting in economic harm to plaintiffs, this can warrant an award of punitive damages.
11 *In Re USA Commercial Mortg. Co.*, 2013 WL 3944184 (D. Nevada 2013). When assessing
12 reprehensibility, the court can consider the risk of harm to others when the conduct at issue was
13 putting them at risk too. *Merrick v. Paul Revere Life Ins. Co.*, 594 F.Supp.2d 1168, 1186 (D. Nev.
14 2008). During the trial, evidence was presented that supported the jury's finding of repeated
15 wrongdoing, which harm was caused by oppression, intentional malice, and/or fraud.

17 **COURT FURTHER FINDS** after review and consideration of the entire record, that with
18 respect to the reprehensibility factors, the evidence supports the jury's decision on punitive
19 damages.

20 **COURT FURTHER FINDS** after review that "because there are no rigid benchmarks that
21 a punitive damages award may not surpass, ratios greater than those we have previously upheld
22 may comport with due process where a particularly egregious act has resulted in only a small
23 amount of economic damages The converse is also true, however. When compensatory
24 damages are substantial, then a lesser ratio, perhaps only equal to compensatory damages, can
25 reach the outermost limit of the due process guarantee." *Campbell*, 123 S.Ct. at 1524, 538 US at
26 424-25.
27
28

COURT FURTHER FINDS after review that “[t]he precise award in any case, of course, must be based upon the facts and circumstances of the defendant's conduct and the harm to the plaintiff.” *Campbell*, 123 S.Ct. at 1524, 538 U.S. at 425. Therefore, constitutionality of the punitive damages is a factually charged analysis and is not a bright line rule.

COURT FURTHER FINDS after review that given the degree of reprehensibility of the Defendants’ conduct, as found by the jury, the evidence supported a finding that the ratio of punitive damages to the economic ones is appropriate.

COURT FURTHER FINDS after review that this jury verdict was based on careful deliberation and examination of testimony, supported by substantial evidence, and the jury’s determination should be ultimately deemed appropriate.

THEREFORE, COURT ORDERS for good cause appearing and after review that Defendants’ Motion for Remittitur and to Alter or Amend the Judgment is hereby **DENIED**.

Dated: July 18, 2022

Dated this 18th day of July, 2022

Nancy L Allf

TW

FB8 341 7820 8293
Nancy Allf
District Court Judge

CERTIFICATE OF SERVICE

I hereby certify that on or about the date efiled, a copy of the ORDER DENYING DEFENDANTS’ MOTION FOR REMITTITUR AND TO ALTER OR AMEND THE JUDGMENT to be electronically served pursuant to EDCR 8.05(a) and 8.05(f) through the Eighth Judicial District Court's Electronic Filing Program.

If indicated below, a copy of the foregoing was also:

___ Mailed by United States Postal Service, Postage prepaid, to the proper parties listed below at their last known address(es) :

_____/s/_____
Karen Lawrence
Judicial Executive Assistant

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 7/18/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Cindy Bowman	cbowman@wwhgd.com
22 D. Lee Roberts	lroberts@wwhgd.com
23 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
24 Pat Lundvall	plundvall@mcdonaldcarano.com
25 Kristen Gallagher	kgallagher@mcdonaldcarano.com
26	
27	
28	

1	Amanda Perach	aperach@mcdonaldcarano.com
2	Beau Nelson	bnelson@mcdonaldcarano.com
3	Marianne Carter	mcarter@mcdonaldcarano.com
4	Karen Surowiec	ksurowiec@mcdonaldcarano.com
5	Kimberly Kirn	kkirn@mcdonaldcarano.com
6	Colby Balkenbush	cbalkenbush@wwhgd.com
7	Daniel Polsenberg	dpolsenberg@lewisroca.com
8	Joel Henriod	jhenriod@lewisroca.com
9	Abraham Smith	asmith@lewisroca.com
10	Brittany Llewellyn	bllewellyn@wwhgd.com
11	Phillip Smith, Jr.	psmithjr@wwhgd.com
12	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
13	Kelly Gaez	kgaez@wwhgd.com
14	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
15	Justin Fineberg	jfineberg@lashgoldberg.com
16	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
17	Virginia Boies	vboies@lashgoldberg.com
18	Martin Goldberg	mgoldberg@lashgoldberg.com
19	Rachel LeBlanc	rleblanc@lashgoldberg.com
20	Jonathan Feuer	jfeuer@lashgoldberg.com
21	Jason Orr	jorr@omm.com
22	Adam Levine	alevine@omm.com
23	Jeff Gordon	jgordon@omm.com
24		
25		
26		
27		
28		

1	Hannah Dunham	hdunham@omm.com
2	Paul Wooten	pwooten@omm.com
3	Dimitri Portnoi	dportnoi@omm.com
4	Lee Blalack	lblalack@omm.com
5	David Ruffner	druffner@lashgoldberg.com
6	Emily Pincow	epincow@lashgoldberg.com
7	Cheryl Johnston	Cheryl.Johnston@phelps.com
8	Jonathan Siegelau	jsiegelau@lashgoldberg.com
9	Philip Legendy	plegendy@omm.com
10	Andrew Eveleth	aeveleth@omm.com
11	Kevin Feder	kfeder@omm.com
12	Nadia Farjood	nfarjood@omm.com
13	Jason Yan	jyan@omm.com
14	AZAlaw AZAlaw	TMH010@azalaw.com
15	Beau Nelson	beaunelsonmc@gmail.com
16	Marianne Carter	mcarter.mc2021@gmail.com
17	Jessica Helm	jhelm@lewisroca.com
18	Cynthia Kelley	ckelley@lewisroca.com
19	Emily Kapolnai	ekapolnai@lewisroca.com
20	Maxine Rosenberg	Mrosenberg@wwhgd.com
21	Mara Satterthwaite	msatterthwaite@jamsadr.com
22	Tara Teegarden	tteegarden@mcdonaldcarano.com
23	Errol King	errol.King@phelps.com
24		
25		
26		
27		
28		

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

Dexter Pagdilao	dpagdilao@omm.com
Hollis Donovan	hdonovan@omm.com
Craig Caesar	Craig.Caesar@phelps.com

EXHIBIT C

018155

018155

EXHIBIT C

Steven D. Grierson

NEOJ

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

droberts@wwhgd.com

Colby L. Balkenbush, Esq.

Nevada Bar No. 13066

cbalkenbush@wwhgd.com

Brittany M. Llewellyn, Esq.

Nevada Bar No. 13527

bllewellyn@wwhgd.com

Phillip N. Smith, Jr., Esq.

Nevada Bar No. 10233

psmithjr@wwhgd.com

Marjan Hajimirzaee, Esq.

Nevada Bar No. 11984

mhajimirzaee@wwhgd.com

WEINBERG, WHEELER, HUDGINS,

GUNN & DIAL, LLC

6385 South Rainbow Blvd., Suite 400

Las Vegas, Nevada 89118

Telephone: (702) 938-3838

Daniel F. Polsenberg, Esq.

Nevada Bar No. 2376

dpolsenberg@lewisroca.com

Joel D. Henriod, Esq.

Nevada Bar No. 8492

jhenriod@lewisroca.com

Abraham G. Smith, Esq.

Nevada Bar No. 13250

asmith@lewisroca.com

Lewis Roca Rothgerber Christie LLP

3993 Howard Hughes Parkway, Suite 600

Las Vegas, Nevada 89169-5996

Telephone: (702) 949-8200

Attorneys for Defendants

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

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

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

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

O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

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

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

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

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

O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006
Telephone: (202) 383-5374

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

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

O'Melveny & Myers LLP
Times Square Tower, Seven Times Square
New York, NY 10036
Telephone: (212) 728-5857

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE

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

**NOTICE OF ENTRY OF ORDER
GRANTING IN PART AND DENYING
IN PART DEFENDANTS' MOTION TO
RETAX COSTS**



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.

YOU WILL PLEASE TAKE NOTICE that an Order Granting In Part and Denying In Part Defendants' Motion To Retax Costs was filed July 28, 2022, in the above-captioned matter. A copy is attached hereto.

Dated this 2nd day of August, 2022.

/s/ Brittany M. Llewellyn

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996

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

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

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

Attorneys for Defendants



CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of August, 2022, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTION TO RETAX COSTS** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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

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

Justin C. Fineberg
 Lash & Goldberg LLP
 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331
 jfineberg@lashgoldberg.com

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

/s/ Cynthia S. Bowman

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



Adam G. Levine
CLERK OF THE COURT

OGM

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

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

Attorneys for Defendants

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

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

**ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANTS'
MOTION TO RETAX COSTS**



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

10 Defendants.

11 Defendants UnitedHealthcare Insurance Company; United HealthCare Services, Inc.;
 12 UMR, Inc.; Sierra Health and Life Insurance Company, Inc.; and Health Plan of Nevada, Inc.
 13 (collectively "Defendants") Motion to Retax Costs (the "Motion") came before the Court on June
 14 29, 2022. Colby L. Balkenbush of Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC, Jeffrey E.
 15 Gordon of O'Melveny & Myers LLP, and Daniel F. Polsenberg of Lewis Roca Rothgerber Christie
 16 LLP appeared on behalf of Defendants. Pat K. Lundvall of McDonald Carano LLP and P. Kevin
 17 Leyendecker, Jane Robinson, Jason S. McManis, and Joseph Y. Ahmad of Ahmad, Zavitsanos &
 18 Mensing appeared on behalf of Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team
 19 Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba
 20 Ruby Crest Emergency Medicine ("Ruby Crest") (collectively the "Plaintiffs").

21 The Court, having considered Defendants' Motion, the Plaintiffs' Opposition, and the
 22 arguments of counsel at the hearing on this matter, and good cause appearing, finds and orders as
 23 follows:

24 **THE COURT FINDS** that Plaintiffs are entitled to costs as the prevailing parties pursuant
 25 to NRS 18.110, the Court's March 9, 2022 Judgment and 18.020(3), as they sought recovery of
 26 money or damages in excess of \$2,500 in this action.

27 **THE COURT FURTHER FINDS** that the Health Care Providers Verified Memorandum
 28 of Costs was timely submitted pursuant to NRS 18.110(1).

THE COURT FURTHER FINDS that NRS 18.110(1) provides that a party seeking costs
 must provide a memorandum of costs setting forth the recoverable costs that have been necessarily
 incurred. A party seeking costs bears the burden of establishing that the claimed costs are



1 reasonable as well as demonstrating how the fees were necessary to and incurred in the present
2 action. *The Cadle Company v. Woods & Erickson, LLP*, 131 Nev. 114, 120, 345 P.3d 1049, 1054
3 (2015). NRS 18.005 sets forth and defines the costs that are recoverable.

4 **THE COURT FURTHER FINDS** that each requested cost in the Health Care Providers
5 Verified Memorandum of Costs is authorized by NRS 18.005, except as provided herein.

6 **THE COURT FURTHER FINDS** NRS 18.110(4) provides that an adverse party may
7 move the Court to retax and settle the costs contained in a Memorandum of Costs.

8 **THE COURT FURTHER FINDS** that it has the discretion to determine the allowable
9 costs under NRS 18.020.

10 **THE COURT FURTHER FINDS** that, with regard to costs submitted for parking fees
11 and parking tickets, these costs are not recoverable under NRS 18.005.

12 **THE COURT FURTHER FINDS** that with regard to costs of \$22,938.40 submitted for
13 "business meals" under 18.005(17), the recoverable costs are limited to \$5,734.60.

14 **THE COURT FURTHER FINDS** that, with regard to travel, costs for first class airline
15 tickets are not reasonable and necessary under NRS 18.005(15). All first class flight costs shall be
16 reduced to what the price of a coach ticket would have been, amounting to a total reduction of
17 \$959.69.

18 **THE COURT FURTHER FINDS** that, with regard to lodging, hotel costs exceeding a
19 total nightly rate of \$325.00 shall be reduced and billed at the Circa rate of \$325.00/night. Meals
20 billed as "travel" costs are to be reduced by fifty percent (50%). Parking billed as "travel" is to be
21 deducted, as these costs are not recoverable under NRS 18.005. Plaintiffs' travel and lodging
22 expenses are therefore reduced by \$89,421.83 to \$269,178.54.

23 **THE COURT FURTHER FINDS** that, with regard to Plaintiffs' request for expert
24 witness fees under NRS 18.005(5) in the amount of \$264,050.83, good cause exists for reducing
25 the requested amount by twenty percent (20%), for a total reduction of \$52,810.16, to \$211,240.67
26 in recoverable costs

27 **THE COURT FURTHER FINDS** that, with regard to E-discovery fees, such fees will be
28 allowed under 18.005(17), due to the circumstances of the case and the necessity to process a large



amount of information in a short amount of time.

HE COURT FURTHER FINDS after review that the costs for photocopies, \$10,788.90 for McDonald Carano and \$50,714.32 for Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing P.C., indicated on the record on June 29, 2022, were incorrect, as they reflected an amount exceeding the one requested in the Memorandum of Costs submitted by Pat Lundvall.

THE COURT FURTHER FINDS after sua sponte review of the Motion to Retax, that the amount requested by Plaintiff for photocopies, in the amount of \$46,304.27, is hereby DEDUCTED from the total costs requested.

ORDER

IT IS HEREBY ORDERED that Defendants' Motion to Retax is **GRANTED IN PART** and **DENIED IN PART** for the reasons stated on the record, thereafter in the Court's Order Amending Oral Ruling Granting Defendants' Motion to Retax and in this written Order.

IT IS FURTHER ORDERED THAT Plaintiffs costs are retaxed, with total costs allowed as follows:

COST TYPE	ALLOWED
NRS 18.005(1). Clerk's Fees	\$6,742.19
NRS 18.005(2). Reporters' fees for depositions, including a reporter's fee for one copy of each deposition.	\$139,941.94
NRS 18.005(3). Jurors' fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.	\$7,035.93
NRS 18.005(4). Fees for witnesses at trial, pretrial hearings and deposing witnesses	\$1,517.00
NRS 18.005(5). Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.	\$211,240.67





NRS 18.005(7). The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action.	\$12,220.10
NRS 18.005(8). Compensation for the official reporter or reporter pro tempore.	\$35,502.12
NRS 18.005(12). Reasonable costs for photocopies.	\$0
NRS 18.005(13). Reasonable costs for long distance telephone calls.	\$898.58
NRS 18.005(14). Reasonable costs for postage	\$9,381.67
NRS 18.005(15). Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.	\$269,178.54
NRS 18.005(17). Other expenses incurred in connection with the action: E-Discovery Fees: \$78,315.20 Courier Mileage Fees: \$15,388.27 Westlaw: \$49,935.28 Parking: \$0 Recording Fees: \$237.54 Business Meals: \$5,734.60 Special Master: \$15,350.00 NV State Bar Fees (pro hac): \$11,419.88 Out of State Deposition Fees: \$7,272.52 Videotaped Depositions: \$6,183.00 Investigation Fees: \$3,263.49	\$193,099.78
Total Recoverable Costs	\$886,758.52

IT IS SO ORDERED.

Dated this 28th day of July, 2022

Nancy L. Alf
Hon. Nancy L. Alf

6FA F87 725E 13D5
Nancy Alf
District Court Judge

Submitted by:

Approved as to form/content:

/s/ Colby L. Balkenbush

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118

/s/ Patrick K. Leyendecker

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

Dimitri D. Portnoi, Esq. (*Admitted Pro Hac Vice*)
Adam G. Levine, Esq. (*Admitted Pro Hac Vice*)
Hannah Dunham, Esq. (*Admitted Pro Hac Vice*)
Nadia L. Farjood, Esq. (*Admitted Pro Hac Vice*)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Joseph Y. Ahmad (*Admitted pro hac vice*)
John Zavitsanos (*Admitted pro hac vice*)
Jason S. McManis (*Admitted pro hac vice*)
Michael Killingsworth (*Admitted pro hac vice*)
Louis Liao (*Admitted pro hac vice*)
Jane L. Robinson (*Admitted pro hac vice*)
Patrick K. Leyendecker (*Admitted pro hac vice*)
Ahmad, Zavitsanos & Mensing
1221 McKinney Street, Suite 2500
Houston, Texas 77010

K. Lee Blalack, II, Esq. (*Admitted Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (*Admitted Pro Hac Vice*)
Kevin D. Feder, Esq. (*Admitted Pro Hac Vice*)
Jason Yan, Esq. (*Admitted Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006
Telephone: (202) 383-5374

Attorneys for Plaintiffs

Paul J. Wooten, Esq. (*Admitted Pro Hac Vice*)
Amanda L. Genovese (*Admitted Pro Hac Vice*)
Philip E. Legendy (*Admitted Pro Hac Vice*)
O'Melveny & Myers LLP
Times Square Tower
Seven Times Square
New York, NY 10036
Telephone: (212) 728-5857

Attorneys for Defendants

018164

WEINBERG WHEELER
HUDGINS GUNN & DIAL



018164

Bowman, Cindy S.

From: Kevin Leyendecker <kleyendecker@AZALAW.COM>
Sent: Thursday, July 28, 2022 4:04 PM
To: Balkenbush, Colby
Cc: Pat Lundvall; Jason McManis; dpolsenberg@lewisroca.com
Subject: RE: Proposed Order on Fees

This Message originated outside your organization.

thx

From: Balkenbush, Colby <CBalkenbush@wwhgd.com>
Sent: Thursday, July 28, 2022 6:04 PM
To: Kevin Leyendecker <kleyendecker@AZALAW.COM>
Cc: Pat Lundvall <plundvall@mcdonaldcarano.com>; Jason McManis <jmcmanis@AZALAW.COM>; dpolsenberg@lewisroca.com
Subject: RE: Proposed Order on Fees

I am good with these changes. We will get this submitted. Thanks.

From: Kevin Leyendecker <kleyendecker@AZALAW.COM>
Sent: Thursday, July 28, 2022 3:26 PM
To: Balkenbush, Colby <CBalkenbush@wwhgd.com>
Cc: Pat Lundvall <plundvall@mcdonaldcarano.com>; Jason McManis <jmcmanis@AZALAW.COM>; dpolsenberg@lewisroca.com
Subject: RE: Proposed Order on Fees

This Message originated outside your organization.

Couple of minor edits. If you make these, I'm good with your signing my name

thx

From: Balkenbush, Colby <CBalkenbush@wwhgd.com>
Sent: Thursday, July 28, 2022 1:21 PM
To: Kevin Leyendecker <kleyendecker@AZALAW.COM>
Cc: Pat Lundvall <plundvall@mcdonaldcarano.com>; Jason McManis <jmcmanis@AZALAW.COM>; dpolsenberg@lewisroca.com
Subject: RE: Proposed Order on Fees

Following up on this. May I attach your e-signature and submit the order?

From: Balkenbush, Colby
Sent: Tuesday, July 26, 2022 1:06 PM
To: Kevin Leyendecker <kleyendecker@AZALAW.COM>
Cc: Pat Lundvall <plundvall@mcdonaldcarano.com>; Jason McManis <jmcmanis@AZALAW.COM>;

1 **CSERV**

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

7 vs.

DEPT. NO. Department 27

8
9 United Healthcare Insurance
Company, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 7/28/2022

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

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

1	Jonathan Feuer	jfeuer@lashgoldberg.com
2	Jason Orr	jorr@omm.com
3	Adam Levine	alevine@omm.com
4	Jeff Gordon	jgordon@omm.com
5	Hannah Dunham	hdunham@omm.com
6	Paul Wooten	pwooten@omm.com
7	Dimitri Portnoi	dportnoi@omm.com
8	Lee Blalack	lblalack@omm.com
9	David Ruffner	druffner@lashgoldberg.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

Mara Satterthwaite	msatterthwaite@jamsadr.com
Tara Teegarden	tteegarden@mcdonaldcarano.com
Errol KIng	errol.King@phelps.com

EXHIBIT D

018170

018170

EXHIBIT D

NEOJ

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

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

Attorneys for Plaintiffs

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE
SERVICES INC., dba
UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS, INC.,
a Delaware corporation; SIERRA HEALTH
AND LIFE INSURANCE COMPANY, INC., a
Nevada corporation; SIERRA HEALTH-CARE

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

**NOTICE OF ENTRY OF ORDER
APPROVING PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES**

1 OPTIONS, INC., a Nevada corporation;
 2 HEALTH PLAN OF NEVADA, INC., a Nevada
 3 corporation; DOES 1-10; ROE ENTITIES 11-
 20,

4 Defendants.

5 Please take notice that the Order Approving Plaintiffs' Motion For Attorneys' Fees was
 6 entered on August 1, 2022, a copy of which is attached hereto.

7 Dated this 2nd day of August, 2022.

8 McDONALD CARANO LLP

9 By: /s/ Pat Lundvall

10 Pat Lundvall (NSBN 3761)
 11 Kristen T. Gallagher (NSBN 9561)
 12 Amanda M. Perach (NSBN 12399)
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102

13 P. Kevin Leyendecker (admitted pro hac vice)
 14 John Zavitsanos (admitted pro hac vice)
 15 Joseph Y. Ahmad (admitted pro hac vice)
 16 Jason S. McManis (admitted pro hac vice)
 17 Michael Killingsworth (admitted pro hac vice)
 18 Louis Liao (admitted pro hac vice)
 Jane L. Robinson (admitted pro hac vice)
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010

19 Justin C. Fineberg (admitted pro hac vice)
 20 Rachel H. LeBlanc (admitted pro hac vice)
 21 Jonathan E. Siegelau (admitted pro hac vice)
 Lash & Goldberg LLP
 22 Weston Corporate Centre I
 2500 Weston Road Suite 220
 Fort Lauderdale, Florida 33331

23 *Attorneys for Plaintiffs*

CERTIFICATE OF SERVICE

I certify that I am an employee of McDonald Carano LLP, and that on this 2nd day of August, 2022, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER APPROVING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER
CHRISTIE LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com
Attorneys for Defendants

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

/s/ Beau Nelson

An employee of McDonald Carano LLP

Heather S. Linn

CLERK OF THE COURT

ORDG

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

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

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

Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER APPROVING PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES**

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

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

018174

018174

1 This matter came before the Court on June 29, 2022 on the Motion for Attorneys' Fees (the
2 "Motion") filed by Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of
3 Nevada-Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine
4 (collectively the "Plaintiffs").

5 Pat Lundvall, McDonald Carano LLP; and Joe Ahmad, Jane Robinson, Kevin Leyendecker
6 and Jason McManis, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C., appeared on behalf
7 the Plaintiffs.

8 Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC; Jeffrey E. Gordon,
9 O'Melveny & Myers LLP; and Dan Polsenberg Lewis Roca Rothgerber Christie LLP appeared on
10 behalf of defendants United Healthcare Insurance Company; United Health Care Services Inc., dba
11 UnitedHealthcare; UMR, Inc., dba United Medical Resources; Sierra Health And Life Insurance
12 Company, Inc. and Health Plan Of Nevada, Inc. (collectively "Defendants").

13 The Court, having considered the Motion, the Defendants' Opposition, Plaintiffs' Reply,
14 the evidence cited in the pleadings, the Court's background and familiarity with this matter, and
15 the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders
16 as follows:

- 17 1. The Motion was timely pursuant to NRCP 54(d)(2)(B)(i).
- 18 2. The contents of the Motion met the requirements of NRCP 54(d)(2)(B)(ii-v).
- 19 3. Each law firm retained by Plaintiffs worked on an agreed-upon hourly basis and the
20 attorneys' fees sought were actually incurred and paid by the Plaintiffs.
- 21 4. Plaintiffs utilized a program known as CounselLink to review all invoices,
22 including auditing such invoices for duplicative or redundant billing entries.
- 23 5. All invoices were submitted in accord with agreed-upon rates for agreed-upon
24 timekeepers.
- 25 6. All invoices fell within the scope of the Plaintiffs' outside counsel guidelines.
- 26 7. After CounselLink reviewed each invoice, Plaintiffs' in-house counsel reviewed
27 each invoice for accuracy and reasonableness as well as any comments generated by CounselLink
28 before processing, adjusting as necessary and paying the invoice if the total amount invoiced was

1 less than \$75,000.

2 8. In instances where an invoice exceeded \$75,000, Plaintiffs employed a third-level
3 of review by another in-house counsel before the invoice was ultimately submitted, adjusted as
4 necessary and paid.

5 9. The Plaintiffs' chosen law firms, attorneys and paralegals possessed the requisite
6 qualities, including ability, training, education, experience, professional standing and skill,
7 necessary for this case.

8 10. The character of the work required by this case was extensive and complex in its
9 difficulty, intricacy and importance.

10 11. The work performed by the attorneys and paralegals was required by this case.

11 12. The results achieved were successful and represent an exceptional result for the
12 Plaintiffs.

13 13. Rule 54 of the Nevada Rules of Civil Procedure establishes the procedure for
14 recovering attorneys' fees. *Thomas v. City of N. Las Vegas*, 122 Nev. 82, 94, 127 P.3d 1057, 1065
15 (2006) (stating that attorney fees may be provided for by statute, rule, or contract). These
16 procedures require the Court to find that the party requesting attorneys' fees was the prevailing
17 party.

18 14. A party can prevail under NRS 18.010(1) if it succeeds on any significant issue in
19 litigation which achieves some of the benefit it sought in bringing the suit, counterclaim, or
20 motion. *Blom v. Floodsuckers, LLC*, 3:12-cv-570-RCJ-WGC, 2013 WL 3463260 (D. Nev. July 9,
21 2013) (citing *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005)). The
22 Supreme Court of Nevada has held that "[a] plaintiff may be considered the prevailing party for
23 attorney's fee purposes if it succeeds on any significant issue in litigation which achieves some of
24 the benefit is sought in bringing the suit." *Hornwood v. Smith's Food King*, 105 Nev. 188, 192, 772
25 P.2d 1284 (1989). Courts have stated that the term "prevailing party" is a legal term of art which
26 Black's Law Dictionary 1145 (7th ed. 1999) defines as "[a] party in whose favor a judgment is
27 rendered, regardless of the amount of damages awarded ..." *Cleverley v. Ballantyne*, 2:12-CV-
28 00444-GMN-GWF, 2014 WL 317775, at *3 (D. Nev. Jan. 28, 2014) (citing *Buckhannon Bd. v.*

1 *West Virginia D.H.H.R.*, 532 U.S. 598, 603, 121 S. Ct. 1835, 1839 (2001)).

2 15. Plaintiffs were the prevailing parties in this matter. The Court has entered judgment
3 in their favor, including as a result of the jury's unanimous Special Verdict finding in favor of
4 Plaintiffs on all claims tried, including their Prompt Pay Act cause of action (specifically NRS
5 683A.0879(5)). The Prompt Pay Act specifically provides: "A court shall award costs and
6 reasonable attorneys fees to the prevailing party in an action brought pursuant to this section."
7 Plaintiffs were the prevailing party under their Prompt Pay Act claims.

8 16. For the reasons discussed herein, generally the fees requested by Plaintiffs satisfy
9 the reasonable factors or standards set forth in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345,
10 455 P.2d 31 (1969). Those standards for the Court's review for reasonableness include:

- 11 • the qualities of the advocate: his/[her] ability, his/[her]
12 training, education, experience, professional standing, and
13 skill;
- 14 • the character of the work to be done: its difficulty, its
15 intricacy, its importance, time and skill required, the
16 responsibility imposed and the prominence and character
17 of the parties where they affect the importance of the
18 litigation;
- 19 • the work actually performed by the lawyer: the skill, time,
and attention given to the work; and
- the result: whether the attorney was successful and what
benefits were derived.

20 *Brunzell* at 349, 455 P.2d at 33. The Nevada Supreme Court notes that while a district court may
21 choose "any method rationally designed to calculate a reasonable amount" for an attorney fee
22 award, the district court "must continue its analysis by considering" the *Brunzell* factors. *Shuette*
23 *v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65, 124 P.3d 530, 549 (2005).

24 17. No one *Brunzell* factor should predominate or be given undue weight as the Court
25 evaluates the reasonableness of Plaintiffs' request for an award of attorneys' fees.

26 18. The Court studied every page of the invoices submitted by Plaintiffs and looked at
27 number of issues, including hourly rates, who was doing the work, incremental billing times,
28

1 duplication of effort, block billing and redactions. The Court did look specifically to see if
 2 Plaintiffs' counsel was pyramiding services such that the lower rate services reflected the bulk of
 3 the time spent and the higher rate services reflected a minority of the time spent. As a result of
 4 such review, the Court found that 70 to 80 percent of the work was done at the lower level rates,
 5 leaving about 20 to 30 percent of the work done at the higher rates. Such evidence demonstrates
 6 Plaintiffs' counsel staffed and worked the case and issues in a reasonable and necessary fashion.

7 19. In reviewing the Plaintiffs' invoices, the Court considered its view of the defense
 8 proffered by the Defendants. In particular, Defendants put up the most impressive defense the
 9 Court has seen, including creating a record and raising every potential issue that had a possibility
 10 for appeal, and in some instances multiple times. The effect of that impressive defense, however,
 11 necessarily caused Plaintiffs to spend additional time and effort than would have otherwise been
 12 spent pursuing the Plaintiffs' claims.

13 20. The Court notes that Defendants objected to the rates request by Plaintiffs on the
 14 basis that such rates do not reflect the prevailing rates in southern Nevada. The Court disagrees.

15 21. The rates requested by Plaintiffs reflect the prevailing rates in Las Vegas for a
 16 number of reasons. First, the rates requested compare favorably to the rates charged by Nevada
 17 attorneys of comparable skill, experience, reputation and work on similarly complex cases. A
 18 review of available other attorneys' applications or orders thereon for reimbursement of attorneys'
 19 fees in other sophisticated and complex cases also reveals that the rates at issue herein are more
 20 than reasonable. Comparable lead attorneys, practicing in cases of comparable sophistication and
 21 complexity, are known to have charged the following rates:

- 22 • Jim Pisanelli \$650 (2015 rates) - \$1,000¹
- 23 • Todd Bice \$650 (2015 rates) - \$1,000²

24
 25
 26 ¹ See *Wynn Resorts Ltd. v. Okada et. al.*, Case No. A-12-656710-B, Declaration of James J.
 27 Pisanelli Esq. In Support of the Award of Attorneys Fees Related to the Wynn Parties' Motion for
 Sanctions for Violations of the Protective Order (Jan. 7, 2016).

28 ² See *Wynn Resorts Ltd. v. Okada et. al.*, Case No. A-12-656710-B, Declaration of James J.
 Pisanelli Esq. In Support of the Award of Attorneys Fees Related to the Wynn Parties' Motion for
 Sanctions for Violations of the Protective Order (Jan. 7, 2016).

- Dennis Kennedy \$1,000³
- Dan Polsenberg \$785⁴
- Debra Spinelli \$550 (2015 rates) - \$750⁵
- Colby Williams \$750⁶
- Donald Campbell \$750⁷

22. Moreover, district court judges both in state court and federal court, evaluating the Plaintiffs' law firm's attorneys fee applications have found rates comparable to the partners, associates and paralegal rates at issue in this case to be reasonable on other of their cases. *See for example, Pardee Homes of Nev. Corp. v. AGRW-Canyons, LLC*, No. 2:16-cv-01952-JAD-PAL, 2018 WL 10455160, at *4 (D. Nev. Mar. 27, 2018)(“Lundvall declares that her hourly rate during this case was \$625 . . . I find that Pardee has demonstrated that the billing rates for the one partner (\$625) and three associate attorneys (\$300, \$275 and \$235) who worked on this case are reasonable.”); *Winecup Gamble Inc. v. Gordon Ranch LP*, No. 3:17-CV-00163-RJC-WCG, 2020 U.S. Dist. LEXIS 23380, at *13 (D. Nev. Feb. 8, 2021)(“The Court finds that the hourly rates charged by Defendant’s counsel [Lundvall \$625 - \$675, Rory Kay \$300 - \$350, Diane Welch \$350] were largely customary. Plaintiff contends that Ms. Lundvall’s hourly rate which averaged

³ Personal knowledge.

⁴ *See Boca Park Marketplace Syndications Grp., LLC v. Ross Dress for Less, Inc.*, No. 02:16-CV-1197-RFB-PAL, 2020 WL 2892586, at *3 (D. Nev. May 31, 2020) (granting a motion for attorney fees at the rate of \$750 per hour for attorney Dan Polsenberg); *see also*, Affidavit of John E. Bragonje In Support of Lewis and Roca Motion for Attorney Fees and Cost, at 4-5, *Boca Park*, 2020 WL 2892586, ECF No. 157-9 (listing the following rates for its supporting attorneys and paralegals: Partner Dan Polsenberg - \$785, Partner Schaffer - \$550, Partner Bragonje - \$445, Partner Henriod - \$485, Partner Fountain - \$470, Associate Thorpe - \$295, Associate Brantley - Lomeli - \$295, Associate Foley - \$295, Paralegal Helm - \$140).

⁵ *See Wynn Resorts Ltd. v. Okada et. al.*, Case No. A-12-656710-B, Declaration of James J. Pisanelli Esq. In Support of the Award of Attorneys Fees Related to the Wynn Parties’ Motion for Sanctions for Violations of the Protective Order (Jan. 7, 2016).

⁶ *See Mark Hunt v. Zuffa, LLC*, 528 F. Supp. 3d 1180, 1188 (D. Nev. 2021) (granting a motion for attorney fees at the rate of \$750 per hour for attorney Colby Williams); *see also*, Declaration of J. Colby Williams, at *4, *Hunt*, 528 F. Supp. 3d 1188, ECF No. 193-1.

⁷ *See Mark Hunt v. Zuffa, LLC*, 528 F. Supp. 3d 1180, 1188 (D. Nev. 2021) (granting a motion for attorney fees at the rate of \$750 per hour for attorney Colby Williams); *see also*, Declaration of J. Colby Williams, at *4, *Hunt*, 528 F. Supp. 3d 1188, ECF No. 193-1.

\$641 was unreasonable but the Court disagrees ... this rate is reasonable based on the fact Ms. Lundvall has more than thirty years litigation experience in Nevada.”); *Pool v. Gail Wiley Landscaping, Inc.*, No. 3:16-CV-0019-HDM-VPC, 2017 WL 343640, at *1 (D. Nev. Jan. 23, 2017) (“It is customary for attorneys to bill an hourly rate for legal services provided . . . The Court finds both of these hourly rates [charged by a McDonald Carano LLP partner and associate] to be reasonable and comparable to hourly rates attorneys practicing before this court routinely charge.”); *Maiss v. Fitz*, No. CV18-02309, 2020 Nev. Dist. LEXIS 139, at *6 (J. Egan Walker presiding) (McDonald Carano LLP’s rates for partners, associates and paralegal found to be reasonable under Nevada standards and substantiated and therefore recoverable); *WLNS Investments, LLC v. Fayad.*, No. A-20-813011-B, at **3 (Nev. Dist. Ct. Feb. 15, 2022, April 6, 2022 (J. Allf presiding) (twice, the Court awarded attorneys fees after specifically finding “[McDonald Carano LLP attorneys and paralegals] were charging below market rates [.]”); *Aevoe Corp. v. Shenzhen Membrane Precise Electron Ltd.*, No. 2:12-CV-00054-GMN-PAL, 2012 WL 2244262, at *5 (D. Nev. June 15, 2012) (“The fees and costs charged by the McDonald Carano Wilson law firm are the rates that reflect the customary rate charged to the firm’s clients for similar litigation, and are comparable to the rates charged by attorneys at similarly situated Nevada based firms. McDonald Carano Wilson has received national recognition as one of the top law firms in the country.”); *Saticoy Bay v. Tapestry at Town Center Homeowners Ass’n*, No. A-19-789111-C, 2020 (J. Allf presiding) Nev. Dist. LEXIS 600, at **5-6 (Court found the rates charged by McDonald Carano LLP’s attorneys and paralegals Ogilvie \$550, Sifers \$275 to be reasonable, awarding all requested fees and costs); *Signature Fin. LLC v. Nisley*, No. A-18-785296-C (Nev. Dist. Ct. Oct. 17, 2019 (J. Bare, presiding) (order granting attorney fees based on rates charged by McDonald Carano LLP’s attorneys Ryan Works (\$550) and Amanda Perach (\$400) and paralegal Brian Grubb (\$185) found to be reasonable and awarded); *ACS Primary Care Physicians Sw. PA v. Molina Healthcare of Texas Inc.*, No. 2017-77084, (Tex. Dist. Ct. December 11, 2021) (J. Rabeea S. Collier presiding) (judgment awarded reasonable attorneys and paralegal fees sought by the law firm of Ahmad Zavitsanos Anaipakos Alavi & Mensing P.C. (“AZA”) at the following rates: Zavitsanos \$750, Robinson \$595, Leyendecker \$595, Killingsworth \$320, Liao \$320, Peter \$250,

1 Flores \$250, Rivers \$250).

2 23. Defendants concede, as they must, that the “Court may also rely on its own
3 familiarity with the rates in the community to analyze those sought in the pending case.”
4 Opposition 5:23-25, citing *United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403, 407
5 (9th Cir. 1990). In that regard the Court has previously found the following rates to be reasonable
6 for the Plaintiffs’ Nevada law firm: *Saticoy Bay v. Tapestry at Town Center Homeowners Ass’n*,
7 No. A-19-789111-C, 2020 (J. Allf presiding) Nev. Dist. LEXIS 600, at **5-6 (court found the
8 rates charged by McDonald Carano LLP’s attorneys and paralegals (Ogilvie \$550, Sifers \$275) to
9 be reasonable, awarding all requested fees and costs); *WLNS Investments, LLC v. Fayad.*, No. A-
10 20-813011-B, at **3 Nev. Dist. Ct. Feb. 15, 2022, April 6, 2022 (J. Allf presiding)) (twice this
11 Court awarded attorneys fees after specifically finding “[McDonald Carano LLP attorneys and
12 paralegals] were charging below market rates[.]”). The Court specifically finds the rates charged
13 by Plaintiffs’ attorneys and paralegals to be both prevailing and reasonable.

14 24. Defendants object to counsel’s intermittent use of block billing and contend that
15 Nevada prohibits block billing. The Court disagrees.

16 25. Nevada’s seminal case for evaluating requests for attorneys’ fees is *Brunzell*. Under
17 *Brunzell*, the guiding principle is always the reasonableness of the attorney’s fees requested rather
18 than any specific method or approach in reaching that result. *See Haley v. Dist. Ct.*, 128 Nev.
19 Advance. Op. 16, 273 P.3d 855, 860 (2012) (noting the Court’s analysis may include “any method
20 rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed
21 in light of the factors set forth in *Brunzell*.”).

22 26. Instead of analyzing *Brunzell*, Defendants suggest the Court should reduce the
23 requested attorneys fees by 70% because the Ninth Circuit disapproves of block billing, which
24 Plaintiffs’ counsel used on a portion of the invoices in this case. Opposition 14:14-22:8. In
25 arguing this, Defendants exclusively rely on Ninth Circuit cases, particularly *Welch v. Metro Life,*
26 *Ins. Co.* and *Lahiri v. Universal Music & Video Distribution Corp.* *See* 480 F.3d 942 (9th Cir.
27 2007) and 606 F.3d 1216 (9th Cir. 2010), respectively.

28 27. But *Welch* and *Lahiri* are not Nevada cases and thus have no application to the

1 Court's analysis under *Brunzell* or other cases from the Nevada Supreme Court. In both *Welch*
 2 *and Lahiri*, the Ninth Circuit noted that the trial courts in those cases relied on a report from the
 3 California State Bar's Committee on Mandatory Fee Arbitration in concluding block billing was
 4 inappropriate for those cases. *See* 480 F.3d at 948; 606 F.3d at 1222-23. Although the California
 5 State Bar's reports may be given deference in California actions, they are not due such deference
 6 in Nevada actions. Of note, Defendants did not present the Court with the California State Bar's
 7 report, and thus neither the parties nor the Court can test the report's conclusions or methodology.
 8 Simply put, *Welch* and *Lahiri*'s reliance on the California State Bar report has no application to
 9 this case.

10 28. Instead, what does have application to this case is the Nevada Supreme Court's
 11 holding that "block-billed time entries are generally amenable to consideration under the *Brunzell*
 12 factors, and a district court must consider block-billed time entries when awarding attorney's fees."
 13 *In re Margaret Mary Adams 2006 Trust*, No. 6710, 2015 WL 1423378 at *2 (Mar. 26, 2015)
 14 (internal citations omitted); *see also Branch Banking*, 2016 WL 4644477 at *5 (quoting *In re*
 15 *Margaret* in allowing recovery for block billed attorney's fees). Thus, only "where a district court
 16 determines that none of the task entries comprising the block billing were necessary or reasonable
 17 may a district court categorically exclude all of the block-billed time entries." *In re Margaret*, No.
 18 6710, 2015 WL 1423378 at *2 (emphasis added).

19 29. Here, counsel's time entries are all capable of analysis under *Brunzell*, and the
 20 billing descriptions are more than sufficient to justify an award of reasonable attorney's fees.
 21 Nevada caselaw required Defendants to identify any block-billed entry in which *none* of the task
 22 entries were allegedly unnecessary or unreasonable. In this regard, Defendants did not bring a
 23 single one to the Court's attention. Therefore, the Court may not categorically exclude any of the
 24 block-billed entries either in whole or in part.

25 30. Put simply, although some jurisdictions may criticize block billing, the Court's
 26 review of the invoices in question, and the periodic use of block billing, did not preclude an
 27 analysis of the reasonableness or necessity of the tasks performed. Consequently, under *Brunzell*,
 28 there is no basis to reduce the Plaintiffs' fee request due to the use of block billing.

31. Nevada law is clear that apportionment is not required or mandatory and the Court does not abuse its discretion to award all fees or costs requested when the facts and claims founded upon those facts are too intertwined to separate and assign to separate claims. *Mayfield v. Koroghli*, 124 Nev. 343, 353, 184 P.3d 362, 369 (2008) (citing *Abdallah v. United Savings Bank*, 43 Ca. App. 4th 1101, 51 Cal Rptr. 286, 293 (1996), and concluding apportionment is not mandatory if the claims are too intertwined to separate).

32. Here, Plaintiffs sought discovery on and tried their case on a single set of facts. Those facts supported multiple legal theories - including the imposition of punitive damages. But no one fact was solely applicable to one claim versus another. All were inextricably intertwined. Defendants made no effort to apportion any of the requested fees.

33. The factual predicate to all claims for which discovery was sought and for all claims tried was so inextricably intertwined that it would be impossible to separate and assign some attorneys' fees to some claims but not to others

34. In light of the extensive review conducted by the Court of the Plaintiffs' invoices, the prevailing rates discussed herein, the defense put forth both before and during and after the trial, the complexity and uniqueness of the case, the quality of the lawyering, the rigorous nature of the trial and the results obtained, the *full* \$12,683,044.41 in attorneys' fees requested by Plaintiffs, including the rates requested for each of the timekeepers involved, is reasonable under the circumstances.

35. However, in light of the number of timekeepers involved and the few instances where the Court found the time invoiced was a little too sparsely described, a reduction of 10% in the amount of requested attorneys' fees is appropriate.

36. Consequently, the sum of \$11,414,739.97 reflects the reasonable and necessary fees incurred by Plaintiffs and the Court awards and orders Defendants pay such amount in addition to the amounts awarded Plaintiffs in the previously entered Final Judgment.

37. Finally, the Court notes that after filing the Motion, Plaintiffs filed a Notice of Supplemental Fees together with a supporting Affidavit. The Court intends to take up that Notice and the supplemental request for fees in due course after Defendants have had an opportunity to

file a response thereto.

ORDER

IT IS SO ORDERED.

Dated this 1st day of August, 2022

Nancy L Allf TW

F4B F1C C161 CD09
Nancy Allf
District Court Judge

Submitted by:

Approved/Disapproved as to form and content:

McDONALD CARANO LLP

WEINBERG, WHEELER, HUDGINS,
 GUNN & DIAL, LLC

By: /s/

Pat Lundvall (NSBN 3761)
 Kristen T. Gallagher (NSBN 9561)
 Amanda M. Perach (NSBN 12399)
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102

By: /s/

D. Lee Roberts, Jr. (NSBN 8877)
 Colby L. Balkenbush (NSBN 13066)
 Brittany M. Llewellyn (NSBN 13527)
 6385 South Rainbow Blvd., Suite 400
 Las Vegas, Nevada 89118
 lroberts@wwhgd.com
 cbalkenbush@wwhgd.com
 bllewellyn@wwhgd.com

P. Kevin Leyendecker (admitted pro hac vice)
 John Zavitsanos (admitted pro hac vice)
 Joseph Y. Ahmad (admitted pro hac vice)
 Jason S. McManis (admitted pro hac vice)
 Michael Killingsworth (admitted pro hac vice)
 Louis Liao (admitted pro hac vice)
 Jane L. Robinson (admitted pro hac vice)
 Ahmad, Zavitsanos, Anaipakos, Alavi &
 Mensing
 1221 McKinney Street, Suite 2500
 Houston, Texas 77010

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

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

K. Lee Blalack, II, Esq.
 (admitted pro hac vice)
 Jeffrey E. Gordon, Esq.
 (admitted pro hac vice)
 O'Melveny & Myers LLP
 1625 Eye St. N.W.

Attorneys for Plaintiffs

McDONALD CARANO

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

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

Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com

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

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 8/1/2022

16 Michael Infuso minfuso@greeneinfusolaw.com

17 Keith Barlow kbarlow@greeneinfusolaw.com

18 Frances Ritchie fritchie@greeneinfusolaw.com

19 Greene Infuso, LLP filing@greeneinfusolaw.com

20 Audra Bonney abonney@wwhgd.com

21 Cindy Bowman cbowman@wwhgd.com

22 Pat Lundvall plundvall@mcdonaldcarano.com

23 Kristen Gallagher kgallagher@mcdonaldcarano.com

24 Amanda Perach aperach@mcdonaldcarano.com

25 Beau Nelson bnelson@mcdonaldcarano.com

1	Marianne Carter	mcarter@mcdonaldcarano.com
2	D. Lee Roberts	lroberts@wwhgd.com
3	Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
4	Colby Balkenbush	cbalkenbush@wwhgd.com
5	Daniel Polsenberg	dpolsenberg@lewisroca.com
6	Joel Henriod	jhenriod@lewisroca.com
7	Abraham Smith	asmith@lewisroca.com
8	Brittany Llewellyn	bllewellyn@wwhgd.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Kimberly Kirn	kkirn@mcdonaldcarano.com
11	Justin Fineberg	jfineberg@lashgoldberg.com
12	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
13	Virginia Boies	vboies@lashgoldberg.com
14	Martin Goldberg	mgoldberg@lashgoldberg.com
15	Rachel LeBlanc	rleblanc@lashgoldberg.com
16	Jonathan Feuer	jfeuer@lashgoldberg.com
17	Jason Orr	jorr@omm.com
18	Adam Levine	alevine@omm.com
19	Jeff Gordon	jgordon@omm.com
20	Hannah Dunham	hdunham@omm.com
21	Paul Wooten	pwooten@omm.com
22	Dimitri Portnoi	dportnoi@omm.com
23	Lee Blalack	lblalack@omm.com
24		
25		
26		
27		
28		

1	Phillip Smith, Jr.	psmithjr@wwhgd.com
2	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
3	Kelly Gaez	kgaez@wwhgd.com
4	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
5	Jessica Helm	jhelm@lewisroca.com
6	Cynthia Kelley	ckelley@lewisroca.com
7	Emily Kapolnai	ekapolnai@lewisroca.com
8	Maxine Rosenberg	Mrosenberg@wwhgd.com
9	Mara Satterthwaite	msatterthwaite@jamsadr.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

David Ruffner	druffner@lashgoldberg.com
Tara Teegarden	tteegarden@mcdonaldcarano.com
Errol KIng	errol.King@phelps.com

EXHIBIT E

018190

018190

EXHIBIT E

NEOJ

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

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

Attorneys for Plaintiffs

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER
APPROVING SUPPLEMENTAL
ATTORNEYS' FEE AWARD**

018191

PLEASE TAKE NOTICE that an Order Approving Supplemental Attorneys' Fee Award was entered on October 10, 2022, a copy of which is attached hereto.

DATED this 10th day of October, 2022.

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

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

AHMAD, ZAVITSANOS & MENSING, P.C.

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

Attorneys for Plaintiffs

McDONALD CARANO

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

018192

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:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Phillip N. Smith, Jr., Esq.
Marjan Hajimirzaee, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com
psmithjr@wwhgd.com
mhajimirzaee@wwhgd.com

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

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

Attorneys for Defendants

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

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE
LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com
asmith@lewisroca.com

Attorneys for Defendants

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

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

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

Attorneys for Non-Party MultiPlan, Inc.

/s/ Jason S. McManis

Heather S. Hume

CLERK OF THE COURT

ORDG

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

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

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

Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

**ORDER APPROVING
SUPPLEMENTAL ATTORNEYS'
FEE AWARD**

Hearing Date: September 22, 2022
Hearing Time: 10:00 a.m.

This matter came before the Court on September 22, 2022 on Plaintiffs' Notice of
Supplemental Fees Incurred After Submission of Health Care Providers' Motion for Attorneys' Fees

(the “Notice) in connection with the Motion for Attorneys’ Fees filed on March 30, 2022 (the “Motion”) by Plaintiffs Fremont Emergency Services (Mandavia), Ltd.; Team Physicians of Nevada-Mandavia, P.C.; Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine (collectively the “Plaintiffs”).

Pat Lundvall, McDonald Carano LLP; and Joe Ahmad, Kevin Leyendecker and Jason McManis of Ahmad, Zavitsanos & Mensing, P.C., appeared on behalf the Plaintiffs.

Colby Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC, appeared on behalf of defendants United Healthcare Insurance Company; United Health Care Services Inc., dba UnitedHealthcare; UMR, Inc., dba United Medical Resources; Sierra Health and Life Insurance Company, Inc. and Health Plan of Nevada, Inc. (collectively “Defendants”).

The Court, having considered the Notice and the Motion, the Defendants’ Oppositions and Plaintiffs’ Replies thereto, the evidence cited in the pleadings, the Court’s background and familiarity with this matter, the Court’s August 1, 2022 Order Approving \$11,414,739.97 in Fees and the argument of counsel at the hearing on this matter, and good cause appearing, finds and orders as follows:

1. The Court’s August 1, 2022 Order Approving \$11,414,739.97 Fees is adopted and incorporated herein fully because such Order contains the Court’s findings, analysis, reasoning and rationale for approving both the Motion and the supplemental fees requested by Plaintiffs in the Notice.

2. Specifically, the Court intends that with respect to its August 1, 2022 Order, all of the Court’s findings, analysis, reasoning and rationale with respect to the fees requested in the Motion apply equally to the fees requested in the Notice.

3. For example, as with the Motion, the Court finds that the Notice filed on June 24, 2022, which the Court is treating as a motion under Rule 54(d), was timely pursuant to NRCP 54(d)(2)(B)(i) and further finds that the content met the requirements of NRCP 54(d)(2)(B)(ii-v).

4. Likewise, the Court confirms that, as with the invoices underlying the Motion, the Court studied every page of the invoices submitted by Plaintiffs in the Notice and looked at a number of issues, including hourly rates, who was doing the work, incremental billing times, duplication of

1 effort, block billing and redactions. The Court did look specifically to see if Plaintiffs' counsel was
 2 pyramiding services such that the lower rate services reflected the bulk of the time spent and the
 3 higher rate services reflected a minority of the time spent. Such evidence demonstrates Plaintiffs'
 4 counsel staffed and worked the case and issues in a reasonable and necessary fashion.

5 5. In light of the extensive review conducted by the Court of the Plaintiffs' invoices
 6 submitted with the Notice, the prevailing rates discussed in the Court's August 1, 2022 Order, the
 7 defense put forth both before and during and after the trial, the complexity and uniqueness of the
 8 case, the quality of the lawyering, the rigorous nature of the trial and the results obtained, the *full*
 9 \$835,041 in attorneys' fees requested by Plaintiffs (less the \$2,126 acknowledged by Plaintiffs'
 10 counsel during the hearing as having been mistakenly included), including the rates requested for
 11 each of the timekeepers involved, is reasonable under the circumstances.

12 6. However, in light of the number of timekeepers involved and the few instances where
 13 the Court found the time invoiced was a little too sparsely described, a reduction of 10% in the
 14 amount of requested attorneys' fees is appropriate.

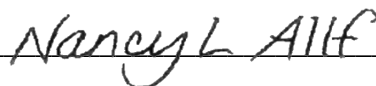
15 7. Consequently, the sum of \$749,623.50 reflects the reasonable and necessary fees
 16 incurred by Plaintiffs and the Court awards and orders Defendants pay such amount in addition to
 17 the \$11,414,739.97 awarded Plaintiffs as reflected in the Court's August 1, 2022 Order Approving
 18 Fees.

19 8. Finally, and in light of the finding in paragraph 7 above, the Court hereby enters
 20 judgment in favor of Plaintiffs and against Defendants for their reasonable and necessary attorneys'
 21 fees in the total amount of \$12,164,363.47, which judgment shall bear interest at the post-judgment
 22 legal rate.

23 ORDER

24 IT IS SO ORDERED.

25 Dated this 10th day of October, 2022

26 
 27 _____

28 22A 09C C2C4 62BE
 Nancy Alf
 District Court Judge

Submitted by:

Approved/Disapproved as to form and content:

McDONALD CARANO LLP

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

By: /s/ P. Kevin Leyendecker

By: /s/ APPROVED

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

D. Lee Roberts, Jr. (NSBN 8877)
Colby L. Balkenbush (NSBN 13066)
Brittany M. Llewellyn (NSBN 13527)
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
lroberts@wwhgd.com
cbalkenbush@wwhgd.com
bllewellyn@wwhgd.com

P. Kevin Leyendecker (admitted pro hac vice)
John Zavitsanos (admitted pro hac vice)
Joseph Y. Ahmad (admitted pro hac vice)
Jason S. McManis (admitted pro hac vice)
Jane L. Robinson (admitted pro hac vice)
Ahmad, Zavitsanos & Mensing
1221 McKinney Street, Suite 2500
Houston, Texas 77010

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

Justin C. Fineberg (admitted pro hac vice)
Lash & Goldberg LLP
Weston Corporate Centre I
2500 Weston Road Suite 220
Fort Lauderdale, Florida 33331

Attorneys for Plaintiffs

K. Lee Blalack, II, Esq.
(admitted pro hac vice)
Jeffrey E. Gordon, Esq.
(admitted pro hac vice)
O'Melveny & Myers LLP
1625 Eye St. N.W.
Washington, D.C. 20006
lblalack@omm.com
jgordon@omm.com

Paul J. Wooten, Esq.
(admitted pro hac vice)
O'Melveny & Myers LLP
Times Square Tower,
Seven Times Square,
New York, New York 10036
pwooten@omm.com
agenovese@omm.com
Attorneys for Defendants

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 10/10/2022

16 Michael Infuso	minfuso@greeneinfusolaw.com
17 Keith Barlow	kbarlow@greeneinfusolaw.com
18 Frances Ritchie	fritchie@greeneinfusolaw.com
19 Greene Infuso, LLP	filing@greeneinfusolaw.com
20 Audra Bonney	abonney@wwhgd.com
21 Pat Lundvall	plundvall@mcdonaldcarano.com
22 Kristen Gallagher	kgallagher@mcdonaldcarano.com
23 Cindy Bowman	cbowman@wwhgd.com
24 D. Lee Roberts	lroberts@wwhgd.com
25 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
26	
27	
28	

1	Colby Balkenbush	cbalkenbush@wwhgd.com
2	Daniel Polsenberg	dpolsenberg@lewisroca.com
3	Joel Henriod	jhenriod@lewisroca.com
4	Abraham Smith	asmith@lewisroca.com
5	Brittany Llewellyn	bllewellyn@wwhgd.com
6	Amanda Perach	aperach@mcdonaldcarano.com
7	Beau Nelson	bnelson@mcdonaldcarano.com
8	Marianne Carter	mcarter@mcdonaldcarano.com
9	Karen Surowiec	ksurowiec@mcdonaldcarano.com
10	Kimberly Kirn	kkirn@mcdonaldcarano.com
11	Justin Fineberg	jfineberg@lashgoldberg.com
12	Yvette Yzquierdo	yyzquierdo@lashgoldberg.com
13	Virginia Boies	vboies@lashgoldberg.com
14	Martin Goldberg	mgoldberg@lashgoldberg.com
15	Rachel LeBlanc	rleblanc@lashgoldberg.com
16	Jonathan Feuer	jfeuer@lashgoldberg.com
17	Jason Orr	jorr@omm.com
18	Phillip Smith, Jr.	psmithjr@wwhgd.com
19	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
20	Marjan Hajimirzaee	mhajimirzaee@wwhgd.com
21	Jessica Helm	jhelm@lewisroca.com
22	Cynthia Kelley	ckelley@lewisroca.com
23	Emily Kapolnai	ekapolnai@lewisroca.com
24		
25		
26		
27		
28		

1	Maxine Rosenberg	Mrosenberg@wwhgd.com
2	Mara Satterthwaite	msatterthwaite@jamsadr.com
3	Adam Levine	alevine@omm.com
4	Jeff Gordon	jgordon@omm.com
5	Hannah Dunham	hdunham@omm.com
6	Paul Wooten	pwooten@omm.com
7	Dimitri Portnoi	dportnoi@omm.com
8	Lee Blalack	lblalack@omm.com
9	David Ruffner	druffner@lashgoldberg.com
10	Emily Pincow	epincow@lashgoldberg.com
11	Cheryl Johnston	Cheryl.Johnston@phelps.com
12	Jonathan Siegelau	jsiegelau@lashgoldberg.com
13	Philip Legendy	plegendy@omm.com
14	Andrew Eveleth	aeveleth@omm.com
15	Kevin Feder	kfeder@omm.com
16	Nadia Farjood	nfarjood@omm.com
17	Jason Yan	jyan@omm.com
18	AZAlaw AZAlaw	TMH010@azalaw.com
19	Beau Nelson	beaunelsonmc@gmail.com
20	Marianne Carter	mcarter.mc2021@gmail.com
21	Dexter Pagdilao	dpagdilao@omm.com
22	Hollis Donovan	hdonovan@omm.com
23	Craig Caesar	Craig.Caesar@phelps.com
24		
25		
26		
27		
28		

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

Tara Teegarden tteegarden@mcdonaldcarano.com
Errol KIng errol.King@phelps.com

EXHIBIT F

018202

018202

EXHIBIT F

Heather S. Hume

CLERK OF THE COURT

ORDR

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

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

Attorneys for Defendants

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

K. Lee Blalack, II, Esq. *(Admitted Pro Hac Vice)*
lblalack@omm.com
Jeffrey E. Gordon, Esq. *(Admitted Pro Hac Vice)*
jgordon@omm.com
Kevin D. Feder, Esq. *(Admitted Pro Hac Vice)*
kfeder@omm.com
Jason Yan, Esq. *(Admitted Pro Hac Vice)*
jyan@omm.com
O'Melveny & Myers LLP
1625 Eye St., N.W.
Washington, D.C. 20006
Telephone: (202) 383-5374

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

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
17 interests such as trade secrets as defined in NRS 600A.030(5);

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

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

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

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

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

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

- 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:

LEWIS ROCA ROTHBERGER CHRISTIE LLP

McDONALD CARANO LLP

/s/ Abraham G. Smith

/s/ Pat Lundvall

Daniel F. Polsenberg, Esq.
Joel D. Henriod, Esq.
Abraham G. Smith, Esq.
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway
Suite 600
Las Vegas, Nevada 89169-5996
Telephone: (702) 949-8200

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

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118

Joseph Y. Ahmad (Admitted *pro hac vice*)
John Zavitsanos (Admitted *pro hac vice*)
Jason S. McManis (Admitted *pro hac vice*)
Michael Killingsworth (Admitted *pro hac vice*)
Louis Liao (Admitted *pro hac vice*)
Jane L. Robinson (Admitted *pro hac vice*)
Patrick K. Leyendecker (Admitted *pro hac vice*)
1221 McKinney Street, Suite 2500
Houston, Texas 77010

Dimitri D. Portnoi, Esq. (Admitted *Pro Hac Vice*)
Adam G. Levine, Esq. (Admitted *Pro Hac Vice*)
Hannah Dunham, Esq. (Admitted *Pro Hac Vice*)
Nadia L. Farjood, Esq. (Admitted *Pro Hac Vice*)
O'Melveny & Myers LLP
400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Attorneys for Plaintiffs

K. Lee Blalack, II, Esq. (Admitted *Pro Hac Vice*)
Jeffrey E. Gordon, Esq. (Admitted *Pro Hac Vice*)
Kevin D. Feder, Esq. (Admitted *Pro Hac Vice*)
Jason Yan, Esq. (Admitted *Pro Hac Vice*)
O'Melveny & Myers LLP
1625 Eye St. NW
Washington, DC 20006
Telephone: (202) 383-5374

Attorneys for Defendants

Appendix A

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w sensitive financial figures
P001	P001.0027			UNITED-DEF-0003593	Motion Denied, except w sensitive financial figures
P001	P001.0028			UNITED-DEF-0003594	Granted

018210

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018211

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w key contractual provision 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

018212

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018213

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
P008	P008.0044			DEF001431	Motion Denied, except w benchmarking rates and/c

018214

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018215

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018216

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018217

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018218

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018219

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018220

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018221

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w other geographic place na
P023	P023.0011			DEF299764	Motion Denied, except w other geographic place na

018222

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018223

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w other geographic place na
P053	P053.0008			DEF290956	Denied in full
P053	P053.0009			DEF290957	Page not subject to motion
P053	P053.0010			DEF290958	Motion Denied, except w health information (PHI) identifiable information (
P053	P053.0011			DEF290959	Motion Denied, except w health information (PHI) identifiable information (
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 pa Jury.
P066	P066.0003			DEF328862	Denied in full
P066	P066.0004			DEF328863	Denied in full
P066	P066.0005			DEF328864	Motion Denied, except w other geographic place na financial figures.
P066	P066.0006			DEF328865	Motion Denied, except w sensitive financial figures and/or percentages.
P066	P066.0007			DEF328866	Granted
P066	P066.0008			DEF328867	Denied in full

018224

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w other geographic place na financial figures; forward analysis.
P066	P066.0014			DEF328873	Denied in full
P066	P066.0015			DEF328874	Motion Denied, except w other geographic place na market analysis; mergers
P066	P066.0016			DEF328875	Granted
P066	P066.0017			DEF328876	Granted
P066	P066.0018			DEF328877	Motion Denied, except w sensitive financial figures financial projections and/ looking market analysis.
P066	P066.0019			DEF328878	Granted
P066	P066.0020			DEF328879	Granted
P066	P066.0021			DEF328880	Motion Denied, except w other geographic place na market analysis.
P066	P066.0022			DEF328881	Motion Denied, except w sensitive financial figures
P066	P066.0023			DEF328882	Motion Denied, except w other geographic place na financial figures; forward projections and/or analys
P066	P066.0024			DEF328883	Motion Denied, except w other geographic place na

018225

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018226

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
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 w other geographic place na
P073	P073.0003			DEF098420	Denied in full
P073	P073.0004			DEF098421	Motion Denied, except w other geographic place na
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

018227

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
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 w other geographic place na
P076	P076.0012			DEF417427	Denied in full
P076	P076.0013			DEF417428	Motion Denied, except w customer names.

018228

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018229

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018230

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018231

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018232

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018233

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018234

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018235

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
P089	P089.0092			DEF330250	Denied in full
P089	P089.0093			DEF330251	Motion Denied, except w other geographic place na market analysis.
P089	P089.0094			DEF330252	Motion Denied, except w other geographic place na market analysis; provider
P089	P089.0095			DEF330253	Motion Denied, except w other geographic place na market analysis; provider
P089	P089.0096			DEF330254	Motion Denied, except w other geographic place na market analysis; provider
P089	P089.0097			DEF330255	Motion Denied, except w other geographic place na market analysis; provider
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 w other geographic place na market analysis; provider
P089	P089.0105			DEF330263	Motion Denied, except w other geographic place na market analysis; provider
P089	P089.0106			DEF330264	Motion Denied, except w other geographic place na market analysis.
P089	P089.0107			DEF330265	Granted

018236

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018237

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
P089	P089.0125			DEF330283	Granted
P089	P089.0126			DEF330284	Granted
P089	P089.0127			DEF330285	Denied in full
P089	P089.0128			DEF330286	Motion Denied, except w looking market analysis;
P089	P089.0129			DEF330287	Granted
P089	P089.0130			DEF330288	Motion Denied, except w looking market analysis.
P089	P089.0131			DEF330289	Motion Denied, except w names.
P089	P089.0132			DEF330290	Granted
P089	P089.0133			DEF330291	Motion Denied, except w names.
P089	P089.0134			DEF330292	Granted
P089	P089.0135			DEF330293	Granted
P089	P089.0136			DEF330294	Motion Denied, except w looking market analysis.
P089	P089.0137			DEF330295	Granted
P089	P089.0138			DEF330296	Granted
P089	P089.0139			DEF330297	Motion Denied, except w other geographic place na
P089	P089.0140			DEF330298	Motion Denied, except w other geographic place na
P089	P089.0141			DEF330299	Granted
P089	P089.0142			DEF330300	Motion Denied, except w other geographic place na
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 motio
P092	P092.0002			DEF437550	Page not subject to motio

018238

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

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

018239

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
P094	P094.0002			DEF103757	Page not subject to motion
P094	P094.0003			DEF103758	Motion Denied, except w looking financial projecti forward-looking market a
P094	P094.0004			DEF103759	Denied in full
P094	P094.0005			DEF103760	Motion Denied, except w benchmarking rates and/c
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 w other geographic place na
P094	P094.0010			DEF103765	Motion Denied, except w benchmarking rates and/c
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

018240

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
P127	P127.0006			UNITED-DEF-0003667	Motion Denied, except w benchmarking rates and/c
P132	P132.0001	DEF458941	DEF458954	DEF458941	Page not subject to motio
P132	P132.0002			DEF458942	Page not subject to motio
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 motio
P132	P132.0008			DEF458948	Page not subject to motio
P132	P132.0009			DEF458949	Motion Denied, except w other geographic place na
P132	P132.0010			DEF458950	Denied in full
P132	P132.0011			DEF458951	Page not subject to motio
P132	P132.0012			DEF458952	Page not subject to motio
P132	P132.0013			DEF458953	Page not subject to motio
P132	P132.0014			DEF458954	Page not subject to motio
P144	P144.0001	DEF306721	DEF306732	DEF306721	Page not subject to motio
P144	P144.0002			DEF306722	Granted
P144	P144.0003			DEF306723	Page not subject to motio
P144	P144.0004			DEF306724	Page not subject to motio
P144	P144.0005			DEF306725	Page not subject to motio
P144	P144.0006			DEF306726	Granted
P144	P144.0007			DEF306727	Page not subject to motio
P144	P144.0008			DEF306728	Page not subject to motio
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 motio
P147	P147.0001	UNITED-DEF-0001302	UNITED-DEF-0001356	UNITED-DEF-0001302	Granted
P147	P147.0002			UNITED-DEF-0001303	Page not subject to motio

018241

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
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

018242

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
P148	P148.0007			UNITED-DEF-0003626	Granted
P148	P148.0008			UNITED-DEF-0003627	Granted

018243

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c customer names.
P149	P149.0004			UNITED-DEF-0003841	Motion Denied, except w sizes to qualify for differ
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

018244

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w benchmarking rates and/c
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

018245

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018246

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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

018247

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
P170A	P170A.0001	DEF272428	DEF272428	DEF272428	Page not subject to motion
P170A	P170A.0002	Doc produced natively		DEF272428	Motion Denied, except w other geographic place na
P170A	P170A.0003			DEF272428	Motion Denied, except w other geographic place na
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 w other geographic place na
P170A	P170A.0009			DEF272428	Motion Denied, except w other geographic place na
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 w other geographic place na
P170A	P170A.0026			DEF272428	Page not subject to motion
P170A	P170A.0027			DEF272428	Granted

018248

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w 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 w other geographic place na
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

018249

Appendix A to Order Granting In Part and Denying In Part Defendants' Motion to Seal Certain Confidential T

Trial Exhibit Number	Trial Exhibit Page Number	ProdBegBates	ProdEndBates	ProdBegBates Page Number	Ruling on
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 w other geographic place na
P212	P212.0003			DEF274787	Denied in full
P212	P212.0004			DEF274788	Motion Denied, except w other geographic place na
P212	P212.0005			DEF274789	Motion Denied, except w other geographic place na
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

018250