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9 *Attorneys for Home Warranty Administrator of Nevada, Inc.  
dba Choice Home Warranty*

10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR CARSON CITY**

12 HOME WARRANTY ADMINISTRATOR OF  
13 NEVADA, INC. dba CHOICE HOME  
14 WARRANTY, a Nevada corporation,

15 Petitioner,

16 v.

17 STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY-DIVISION OF  
18 INSURANCE, a Nevada administrative  
agency,

19 Respondent.

REC'D & FILED

2019 DEC -6 PM 4:36

AUDREY ROYLATT  
CLERK

BY: [Signature]

DEPUTY

Electronically Filed  
Dec 13 2019 03:13 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 17 OC 00269 1B  
Dept. No. I

**NOTICE OF APPEAL**

20 Petitioner Home Warranty Administrator of Nevada, Inc., dba Choice Home Warranty  
21 ("HWAN"), by and through its counsel of record, Holland & Hart LLP, hereby files its Notice of  
22 Appeal of the First Judicial District Court Order Affirming in Part, and Modifying in Part,  
23 Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final Order of the  
24 Commissioner in Cause No. 17.0050 in the Matter of Home Warranty Administrator of Nevada,  
25 Inc., dba Choice Home Warranty (the "Order") entered on November 25, 2019.<sup>1</sup> The Order  
26 affirmed in part and modified in part the State of Nevada Department of Business and Industry –  
27

28 <sup>1</sup> Exhibit 1. The Notice of Entry was served on November 26, 2019 and filed on November 27, 2019.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of December, 2019, a true and correct copy of the foregoing **NOTICE OF APPEAL** was served by the following method(s):

- ☒ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Richard Yien  
Deputy Attorney General  
STATE OF NEVADA  
Office of Attorney General  
100 N. Carson St.  
Carson City, Nevada 89701  
[ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

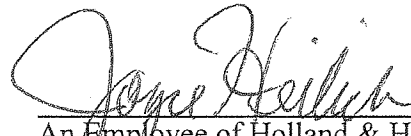
Joanna Grigoriev  
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Office of Attorney General  
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*Attorneys for State of Nevada, Department  
Of Business and Industry – Division of  
Insurance*

*Attorneys for State of Nevada, Department  
Of Business and Industry – Division of  
Insurance*

- ☒ Email: by electronically delivering a copy via email to the following e-mail address:

[jgrigoriev@ag.nv.gov](mailto:jgrigoriev@ag.nv.gov)  
[ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

  
An Employee of Holland & Hart LLP

INDEX OF EXHIBITS

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HOLLAND & HART LLP  
9555 HILLWOOD DRIVE, 2ND FLOOR  
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# EXHIBIT 1

Order and Notice of Entry

# EXHIBIT 1

Order and Notice of Entry

1 AARON D. FORD  
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2 RICHARD PAILI YIEN, Bar No. 13035  
Deputy Attorney General  
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7 *Attorney for the Division of Insurance*

8 IN THE FIRST JUDICIAL DISTRICT COURT OF  
9 THE STATE OF NEVADA IN AND FOR CARSON CITY

10 HOME WARRANTY ADMINISTRATOR OF  
11 NEVADA, INC., DBA CHOICE HOME  
WARRANTY, a Nevada Corporation

12 Petitioner,

13 vs.

14 STATE OF NEVADA, DEPARTMENT OF  
15 BUSINESS AND INDUSTRY DIVISION OF  
INSURANCE, a Nevada administrative agency,

16 Respondent.

Case No. 17-OC-00269-1B

Dept. No. I

17 NOTICE OF ENTRY OF ORDER

18 Please take notice that the ORDER AFFIRMING IN PART, AND MODIFYING IN  
19 PART, FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING  
20 OFFICER, AND FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN  
21 THE MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA  
22 CHOICE HOME WARRANTY was signed by Judge James T. Russell on November 25,  
23 2019, a conformed copy of which is attached hereto as Exhibit 1.

24 DATED November 26, 2019

25 AARON D. FORD  
Attorney General

26 By:

  
27 RICHARD PAILI YIEN

Deputy Attorney General

28 *Attorney for the Division of Insurance*


REC'D & FILED  
2019 NOV 27 AM 10:43  
AUBREY ROWLATT  
CLERK  
BY P. O'KEEFE  
DEPUTY

CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Attorney General, State of Nevada, and that on November 26, 2019, I deposited for mailing in the United States Mail, first-class postage prepaid, at Carson City, Nevada a true and correct copy of the NOTICE OF ENTRY OF ORDER, addressed to the following:

Constance L. Akridge, Esq.  
Sydney R. Gambee, Esq.  
Brittany L. Walker, Esq.  
Holland & Hart, LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

DATED November 26, 2019

  
Susan Messina, An Employee of the  
Office of the Attorney General

# EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	NO. OF PAGES (Excluding tabs)
1	Order Affirming In Part, And Modifying In Part, Findings Of Fact, Conclusions Of Law, Order Of The Hearing Officer, And Final Order Of The Commissioner In Cause No. 17.0050 In The Matter Of Home Warranty Administrator Of Nevada, Inc Dba Choice Home Warranty	4

# EXHIBIT 1

# EXHIBIT 1

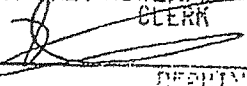


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6 Nevada Bar No. 13035  
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8 E-mail: ryien@ag.nv.gov  
*Attorneys for Respondent*  
9 *Nevada Division of Insurance*

REC'D & FILED

2019 NOV 25 AM 7:47

AUDREY ROWLATT  
CLERK

BY   
DEPUTY

10 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
11 IN AND FOR CARSON CITY

12 HOME WARRANTY ADMINISTRATOR OF  
13 NEVADA, INC. dba CHOICE HOME  
14 WARRANTY, a Nevada corporation,  
Petitioner,

Case No.: 17 OC 00269 1B

Dept. No.: 1

15 vs.

16 STATE OF NEVADA, DEPARTMENT OF  
17 BUSINESS AND INDUSTRY, DIVISION  
18 OF INSURANCE, a Nevada administrative  
agency,

19 Respondents.

20 ORDER AFFIRMING IN PART, AND MODIFYING IN PART, FINDINGS OF  
21 FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING OFFICER, AND  
22 FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN THE  
23 MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA  
CHOICE HOME WARRANTY

24 This matter came on for hearing on November 7, 2019 on Home Warranty  
25 Administrator of Nevada, Inc. dba Choice Home Warranty's ("Petitioner") Petition for Judicial  
26 Review of the Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final  
27 Order of the Commissioner in Administrative Cause 17.0050 ("Administrative Order  
28 17.0050"), filed by the Petitioner on December 22, 2017.

1       A.     Standard of Review

2       The standard of review of an administrative decision is codified in NRS 238B.135. It  
3       provides in pertinent parts:

4             ...  
5             2.   The final decision of the agency shall be deemed reasonable and  
6             lawful until reversed or set aside in whole or in part by the court. The  
7             burden of proof is on the party attacking or resisting the decision to show  
8             that the final decision is invalid pursuant to subsection 3.

9             3.   The court shall not substitute its judgment for that of the agency  
10            as to the weight of evidence on a question of fact. The court may remand or  
11            affirm the final decision or set it aside in whole or in part if substantial  
12            rights of the petitioner have been prejudiced because the final decision of  
13            the agency is:

- 14            (a) In violation of constitutional or statutory provisions;  
15            (b) In excess of the statutory authority of the agency;  
16            (c) Made upon unlawful procedure;  
17            (d) Affected by other error of law;  
18            (e) Clearly erroneous in view of the reliable, probative and substantial  
19            evidence on the whole record; or  
20            (f) Arbitrary or capricious or characterized by abuse of discretion.

21            4.   As used in this section, "substantial evidence" means evidence  
22            which a reasonable mind might accept as adequate to support a conclusion.

23       *Id.*

24       When an administrative decision is challenged, the role of the reviewing court is "to  
25       review the evidence presented to the [hearing officer] and ascertain whether [the hearing  
26       officer] acted arbitrarily or capriciously, thus 'abusing [his or her] discretion.'" *O'Keefe v. State,*  
27       *Dep't of Motor Vehicles*, 134 Nev. Adv. Op. 92, at \*5, 431 P.3d 350, 353 (2018). "[F]actual  
28       findings will only be overturned if they are not supported by substantial evidence, which, we  
29       have explained, is evidence that a reasonable mind could accept as adequately supporting the  
30       agency's conclusions. *Nassiri v Chiropractic Physicians' Bd.*, 130 Nev.245, 248, 327 P.3d 487,  
31       489 (2014). (citations omitted). "We review issues pertaining to statutory construction de  
32       novo. We nonetheless defer to an agency's interpretation of its governing statutes or  
33       regulations if the interpretation is within the language of the statute." *Dutchess Bus. Servs.*  
34       *v. State, Bd. of Pharm.*, 124 Nev. 701, 709, 191 P.3d 1159, 1165 (2008) (internal citations  
35       omitted).

1 The Court, having considered the pleadings, record, and other documents in the  
2 matter, the law applicable to the issues and the arguments of counsel at the hearing, and  
3 being fully advised finds as follows:

4 **B. Findings of Fact and Conclusions of Law**

5 1. The Findings of Fact and Conclusions of Law in the Administrative Order 17.0050  
6 are hereby AFFIRMED in part, and MODIFIED in part as follows:

7 a. The Hearing Officer's finding of six (6) violations by the Petitioner  
8 of NRS 686A.070 for making false entries of material fact in record or  
9 statement is supported by substantial evidence and is hereby  
10 AFFIRMED.

11 The total fine of \$30,000, at \$5,000 per violation, as allowed under NRS  
12 686A.183(1)(a), is AFFIRMED.

13 b. The Hearing Officer's finding of one violation by the Petitioner of  
14 NRS 690C.320(2) for failure to make its records available to the  
15 Commissioner upon request is supported by substantial evidence and is  
16 hereby AFFIRMED.

17 The fine of \$500, as authorized pursuant to NRS 690C.325(1) is  
18 AFFIRMED,

19 c. The Hearing Officer's finding of 23,889 instances of conducting  
20 business in an unsuitable manner, in violation of NRS 690C.325(1)(b) and  
21 NRS 679B.125(2), by allowing an unregistered entity to issue, sell and  
22 offer for sale service contracts in Nevada is hereby AFFIRMED. The Court  
23 finds that NRS 690C.150 requires anyone, including a service contract  
24 administrator, who wishes to issue, sell, or offer for sale service contracts  
25 in Nevada, to possess a certificate of registration under Chapter 690C of  
26 the NRS.

27 The fine of \$50 for each of the 23,889 violations, is AFFIRMED; however,  
28 the Court finds that the aggregate cap of \$10,000 for violations of a similar

1 nature, codified in NRS 690C.330, applies. The Court hereby MODIFIES  
2 the fine of \$1,194,450 to be capped at \$10,000 total.

3 2. Petitioner interpleaded \$1,224,950 with the County Clerk's Trust Fund pending final  
4 decision of this Court on Petitioner's Petition for Judicial Review pursuant to the Stipulation  
5 and Order for interpleading of Fines Pending Final Decision filed herein on March 15, 2018.  
6 The Clerk of the Court will distribute the total fine of \$40,500 from Petitioner's interpleaded  
7 funds to the Respondent, and refund the remaining balance to Petitioner.

8 3. The Court finds that the doctrine of estoppel does not apply in this case. The Court  
9 finds in favor of the Respondent on this issue.

10 4. The Court finds that Petitioner was not denied due process. Petitioner had received  
11 sufficient notice and opportunity to prepare, and there was no unfair surprise. The Court  
12 finds in favor of the Respondent on this issue.

13 5. The Court further orders that contingent upon Petitioner's compliance with NRS  
14 690C.150 and other requirements of chapter 690C of the NRS, Petitioner's Certificate of  
15 Registration be reinstated. In particular, Petitioner is prohibited from using an  
16 administrator to perform the duties of selling, issuing, or offering for sale service contracts in  
17 Nevada, unless said administrator has been granted a certificate of registration pursuant to  
18 NRS 690C and consistent with this Order.

19 IT IS SO ORDERED

20 DATED this 25<sup>th</sup> day of November, 2019.

21  
22   
DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 AARON D. FORD  
25 Attorney General

26 By: 

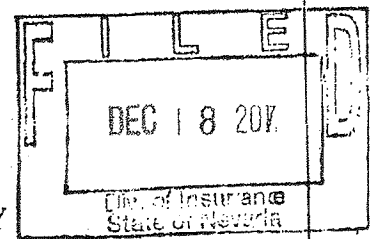
26 Richard P. Yien (Bar No. 13035)  
27 Deputy Attorney General  
28 Joanna N. Grigoriev (Bar No. 5649)  
Senior Deputy Attorney General

# EXHIBIT 2

**Findings of Fact, Conclusions of Law, Order of  
Hearing Officer and Final Order of Commissioner**

# EXHIBIT 2

**Findings of Fact, Conclusions of Law, Order of  
Hearing Officer and Final Order of Commissioner**



STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE

IN THE MATTER OF

CAUSE NO. 17.0050

HOME WARRANTY ADMINISTRATOR  
OF NEVADA, INC. dba CHOICE HOME  
WARRANTY,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS OF LAW,  
ORDER OF HEARING OFFICER,  
AND FINAL ORDER OF THE COMMISSIONER<sup>1</sup>**

This matter is before the Nevada Division of Insurance ("Division") on an Order to Show Cause issued by the Commissioner of Insurance ("Commissioner") on May 11, 2017, against Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty. The Commissioner, as head of the Division, is charged with regulating the business of insurance in Nevada. NRS 232.820, -.825.2; NRS 679B.120. The Division alleges that Respondent violated various provisions of the Nevada Revised Statutes ("NRS") title 57 ("Insurance Code") and of insurance regulations found under the Nevada Administrative Code ("NAC"). A hearing was scheduled for August 1, 2017, and continued to September 12, 2017. A prehearing conference was held on September 8, 2017, at the office of the Division in Carson City. The hearing was held on September 12, 13, and 14, 2017, at the office of the Division in Carson City. At the close of the hearing, the Parties were ordered to file briefs on a legal issue due on October 30, 2017, and written closing arguments due on November 15, 2017. On November 7, 2017, Respondent filed a motion to strike portions of the Division's brief. The motion was denied, but the Parties were granted five extra pages for their written closing arguments to address any issues from the briefs, and the due date for the written closings was extended to November 17, 2017.

<sup>1</sup> See NRS 679B.360.2-.3 (explaining that "the Commissioner shall make an order on hearing covering matters involved in such hearing" and enumerating what is required in the order); NRS 679B.330.1 (authorizing the Commissioner to appoint a person as a hearing officer for a hearing); and NAC 679B.411 ("The hearing officer shall file a copy of his or her order with the Division" and "[i]f

## I. FINDINGS OF FACT<sup>2</sup>

### A. HWAN Applications

1. CHW Group, Inc. ("CHW Group") was incorporated in the State of New Jersey in May 2009. Victor Mandalawi ("Mandalawi") and Victor Hakim ("Hakim") set up the company to provide service contracts. Both Hakim and Mandalawi are officers for CHW Group: Hakim is the chief executive officer and Mandalawi is the president. The company operates under the name "Choice Home Warranty," which is registered as a fictitious name in New Jersey. CHW Group uses the brand Choice Home Warranty, to include the website www.ChoiceHomeWarranty.com. CHW Group owns the website, through which all service contracts are sold and administered. Hakim has final say or approval on all content on the website. CHW Group's employees handle sales, marketing, claims, finance. CHW Group's sales, marketing, and finance occur at its office located at 1090 King Georges Post Road in Edison, New Jersey; CHW Group's operations, or claims handling, occurs at 2 Executive Drive in Somerset, New Jersey. CHW Group is not registered to do business in Nevada. (Ex. A; Test. Mandalawi; Test. Hakim; Test. Ramirez.)

2. Under the name Choice Home Warranty, CHW Group sold service contracts online, so sales reached consumers nationally, and consumers were purchasing the service contract in states where CHW Group was not licensed. Mandalawi and Hakim were not aware that other states required a license in order to sell this type of product. Choice Home Warranty was named in administrative actions in different states. As a result, Mandalawi created the Home Warranty Administrators name for states that require licensure. Home Warranty Administrator of Nevada, Inc. ("HWAN") was incorporated in Nevada on July 23, 2010. Mandalawi is the only employee for each of the Home Warranty Administrators companies. HWAN's address is 90 Washington Valley Road in Bedminster, New Jersey. (Test. Mandalawi.)

3. On or about July 29, 2010, Mandalawi signed a service contract provider application on

the hearing officer is not the Commissioner, the Commissioner will indicate on the order his or her concurrence or disagreement with the order of the hearing officer").

<sup>2</sup> The hearing transcripts are distinguished by day, not volume number or consecutively numbered pages. Accordingly, the transcripts are distinguished in the citations as "Tr.1" for the hearing transcript

1 behalf of Home Warranty Administrator of Nevada, Inc., which was received by the Division on or  
2 about September 2, 2010. (Ex. 22; Ex. P.) Mandalawi is noted on the application as president of  
3 HWAN. (Ex. 22; Ex. P at 12-14; Ex. C; Test. Mandalawi.)

4 4. On July 29, 2010, HWAN entered into an independent service provider agreement  
5 ("Agreement") with CHW Group. Through the Agreement, CHW Group handles sales, marketing,  
6 operations (claims), and advertising for HWAN service contracts, while HWAN handles regulatory  
7 compliance. CHW Group maintains the service contracts sold to Nevada consumers. According to the  
8 Agreement, CHW Group is responsible for providing the following services:

- 9 • Communicating with potential clients (the "Clients") seeking Warranties and negotiating  
10 the signing of contracts, the form of which shall be previously approved by HWA[N],  
between Clients and HWA[N].
- 11 • Collecting any and all amounts paid by the Clients for the Warranties and distributing  
same to HW[AN] pursuant to the terms of Article 2 hereof;
- 12 • Keeping records of all Warranties
- 13 • Providing customer service to Clients; and
- Inspecting any claims made by Clients regarding goods under a Warranty and, if  
possible, repairing same or causing same to be replaced.

14 (Ex. E.) CHW Group sells service contracts on behalf of HWAN per the Agreement. When CHW  
15 Group sells a contract, CHW Group collects the payment from the consumer, and that money is  
16 eventually paid to HWAN. (Test. Mandalawi; Test. Hakim.)

17 5. According to the 2010 application, an administrator was not designated to be responsible  
18 for the administration of Nevada contracts. (Ex. 22; Ex. P at 1.)

19 6. According to the application's Section II, neither the applicant nor any of the officers  
20 listed in Section I had ever been refused a license or registration or had an existing license suspended or  
21 revoked by any state, nor had the applicant or any of the officers listed in Section I been fined by any  
22 state or governmental agency or authority in any matter regarding service contracts. (Ex. 22; Ex. P at  
23 2; Test. Mandalawi.)

24 7. As part of the application, HWAN submitted its proposed contract. (Test. Mandalawi.)

25 8. On November 30, 2010, the Division issued HWAN a letter, along with a certificate of  
26 registration ("COR") with Company ID No. 113194 and with an anniversary date of November 18 of  
27

28 on September 12, 2017, "Tr.2" for the hearing transcript on September 13, 2017, and "Tr.3" for the  
hearing transcript on September 14, 2017.



1 each year. (Ex. U; Ex. 22; Test. Mandalawi.) In the letter, the Division noted that it had reviewed the  
2 service contract #HWAADMIN-8/2/10 that was submitted with the application, and that it was  
3 approved for use. (Ex. U at I.)

4 9. In 2011, HWAN submitted another service contract for approval. The Division  
5 approved the service contract under the form number HWA-NV-0711. (Test. Mandalawi; Test. Ghan.)

6 10. The service contract shows the Home Warranty Administrators' logo at the top right of  
7 the first page. Under it is the name Choice Home Warranty followed by the text "America's Choice in  
8 Home Warranty Protection," and under the text in finer print it says "Obligor: Home Warranty  
9 Administrator of Nevada, Inc." This first page is a sample letter to the consumer. The first two lines of  
10 the letter says, "Welcome to Choice Home Warranty! You made a wise decision when you chose to  
11 protect your home with a home warranty." The consumer is asked to read the coverage. The letter  
12 includes a toll-free number, (888)-531-5403, and a website, www.ChoiceHomeWarranty.com. Under  
13 the letter in finer print, it states that the contract explains the coverage, limitations, and exclusions.  
14 Then there are two boxes: the box on the left identifies the contract number, contract term, covered  
15 property, property type, rate, and service call fee; the box on the right identifies the coverage plan,  
16 included items, and optional coverage. Under the two boxes is the name Choice Home Warranty and  
17 the address, 510 Thornall Street, Edison, NY 08837, along with the toll-free number (888) 531-5403.  
18 The bottom right of the page contains "HWA-NV-0711" in a finer print, which indicates approval by  
19 the Division in July 2011, and is applied to each page. (Ex. 35; Ex. EE; Test. Ghan; Test. Jain; Test.  
20 Mandalawi.)

21 11. According to Mandalawi, there are no contracts sold to Nevada consumers other than the  
22 Nevada contract authorized in 2011. (Test. Mandalawi.)

23 12. For the registration years 2011 through 2016, HWAN filed renewal applications. (Ex. 2,  
24 4, 5, 7, 12, 21; Ex. I; Test. Mandalawi.)

25 13. The renewal applications asked the applicant to identify the pre-approved service  
26 contract form name and form numbers that applicant sells in Nevada. On each application, HWAN  
27 identified form HWA-NV-0711. (Ex. 2, 4, 5, 7, 12, 21; Ex. I.)

28 ///

1 14. The renewal applications for the years 2011, 2012, and 2013 asked the following  
2 questions:

- 3 • "Have there been any changes in the executive officers or in the officers responsible  
4 for service contract business since your last application?"
- 5 • "Have you made any changes in the administrator or designated a new administrator  
6 since your last application? Current administrator is listed as:"
- 7 • "Since the last application, has applicant or any of the officers listed in question 1  
ever ... (c) Been refused a license or registration ... or had an existing one  
8 suspended or revoked by any state ... [or] (d) Been fined by any state or  
9 governmental agency or authority in any matter regarding service contracts?"

10 On behalf of HWAN, Mandalawi answered "No" to each of the questions. For the current  
11 administrator, Mandalawi wrote "Self." (Ex. 2, 4, 5; Ex. I; Test. Dennis; Test. Mandalawi.)

12 15. The renewal applications for years 2011, 2012, and 2013 were approved. (Ex. Y, Z,  
13 AA; Test. Mandalawi.)

14 16. The renewal applications also ask how many service contracts were sold to Nevada  
15 residents, other information related to revenue, claims paid, and customer complaints, and information  
16 about how complaints are handled. Mandalawi responded to these questions for the renewal  
17 applications for years 2011, 2012, and 2013. (Ex. 2, 4, 5; Ex. I.)

18 17. In 2013, the Division initiated an investigation into Choice Home Warranty, and began  
19 monitoring complaints. The Division also discovered that a company called Choice Home Warranty  
20 had administrative actions against it in several states. (Test. Jain.)

21 18. In email correspondence with Mandalawi related to a consumer complaint, Elena  
22 Ahrens, then-Chief of the Property and Casualty Section, indicated that she wanted to work with  
23 Mandalawi "regarding having an official dba of Choice Home Warranty." She said that she had  
24 stopped the issuance of a cease and desist, and wanted to remedy the situation from occurring in the  
25 future. (Ex. T at 1.) The Division asked HWAN to register the dba Choice Home Warranty because  
26 the Division "thought it was confusing for consumers having just the name Home Warranty of  
Nevada." (Test. Mandalawi.) Mandalawi registered the dba "Choice Home Warranty" under HWAN.  
(Ex. T at 7-11; Ex. B; Ex. 30-32; Test. Mandalawi.)

27 19. The Division issued a memo to then-Commissioner Scott J. Kipper from Derick Dennis,  
28 Management Analyst, indicating that Mandalawi notified the Division that HWAN filed the dba name,

1 "Choice Home Warranty," in Carson City and Washoe County. A handwritten note on the memo  
2 states, "7/8/14 This was at the request of the Division, recommend approval" with Ahrens' initials "ea."  
3 (Ex. 23 at 3; Ex. Q.) The Division issued a new Certificate of Registration dated July 14, 2014, under  
4 HWAN's same Company ID No. 113194, for Home Warranty Administrator of Nevada, Inc. dba  
5 Choice Home Warranty. (Ex. 23; Ex. T at 39, 51-53; Test. Mandalawi.)

6 20. For the registration years beginning 2014, 2015, and 2016, HWAN filed renewal  
7 applications. The applicant was listed as "Home Warranty Administrator of Nevada, Inc. dba Choice  
8 Home Warranty." (Ex. 7, 12, 21; Ex. I; Test. Mandalawi.)

9 21. The renewal applications for the years 2014, 2015, and 2016 asked the same following  
10 questions:

- 11 • "Have there been any changes in the executive officers or in the officers responsible  
12 for service contract business since your last application?"
- 13 • "Have you made any changes in the administrator or designated a new administrator  
14 since your last application? Current administrator is listed as:"
- 15 • "Since the last application, has applicant or any of the officers listed in question 1  
ever... (c) Been refused a license or registration... or had an existing one  
14 suspended or revoked by any state... [or] (d) Been fined by any state or  
15 governmental agency or authority in any matter regarding service contracts?"

16 On behalf of HWAN, Mandalawi answered "No" to each of the questions. (Ex. 7, 12, 21; Test.  
17 Mandalawi.) For the current administrator, Mandalawi wrote "Self." (Ex. 21)

18 22. The renewal application for 2014, 2015, and 2016 added a request that the applicant  
19 "List all aliases or names under which the company conducts business (Doing Business As). Provide  
20 supporting documentation." On behalf of HWAN, Mandalawi answered "NA" because he believed the  
21 question related to additional fictitious names. (Ex. 7, 12, 21; Ex. I at 12, 16, 20; Test. Mandalawi.)

22 23. The renewal applications for 2014, 2015, and 2016 also ask how many service contracts  
23 were sold to Nevada residents, other information related to revenue, claims paid, and customer  
24 complaints, and information about how complaints are handled. For years 2014, 2015, and 2016,  
25 Mandalawi responded to some of these questions, but left blank the number of customer complaints by  
26 Nevada residents and the question asking how complaints are handled. (Ex. 7, 12, 21; Ex. I at 14, 18,  
27 23.)

28 ///

1       24.    The renewal applications for years 2014 and 2015 were approved. (Ex. BB, CC; Test.  
2 Mandalawi.)

3       25.    At the time the Division received HWAN's 2016 renewal application, the Division  
4 requested additional information because the application was deemed incomplete. Specifically, the  
5 statutory security deposit was not sufficient and questions on the application were left blank. The  
6 Division's requests for information were ignored. As of the date of the hearing, the Division had not  
7 received all of the information requested. (Ex. 33; Ex. L; Ex. DD; Test. Jain.)

8       26.    As a result of this matter, Mandalawi learned that HWAN's COR was inactive. Mary  
9 Strong, Management Analyst III, emailed HWAN on July 21, 2017, explaining that HWAN's COR had  
10 expired and that the 2016 renewal application was denied. No additional explanation was provided. A  
11 printout of HWAN's licensing status with the Division shows that HWAN dba Choice Home Warranty  
12 is inactive as of 11/18/2016. (Ex. O, DD; Test. Mandalawi.)

13       **B. Complaints**

14       27.    In 2009, the Division began receiving complaints about Choice Home Warranty, which  
15 was not registered to sell service contracts in Nevada. (Ex. 28 at 2; Ex. J at 2.)

16       28.    On January 4, 2014, the Division received a complaint from a technician who provided  
17 services to a consumer on behalf of Choice Home Warranty, but "CHW (CHOICE HOME  
18 WARRANTY, CHW GROUP)" refused to pay them the \$20,000 alleged to be owed. The Division  
19 worked out a settlement between Choice Home Warranty and the technician for \$7,296. (Ex. 25; Test.  
20 Kuhlman.)

21       29.    On July 16, 2014, the Division received a consumer complaint against Choice Home  
22 Warranty alleging that Choice Home Warranty failed to pay a valid claim for a broken air conditioning  
23 ("A/C") unit under the service contract (policy number 628975268). The consumer was forced to pay  
24 \$1,025 for an A/C compressor that the consumer believed should have been covered by the service  
25 contract. The consumer requested the claim denial in writing, but was told by the Choice Home  
26 Warranty employee claimed that it was against company policy to issue a denial in writing. (Ex. 11;  
27 Test. Kuhlman.)

28       ///

1           30.    On November 19, 2014, the Division received a consumer complaint against Choice  
2 Home Warranty alleging Choice Home Warranty improperly denied a claim when the consumer's pipe  
3 broke the same day he had purchased the service contract (policy number 465308123). The consumer  
4 paid \$826 for repair of a broken pipe. The consumer also complained because he felt Choice Home  
5 Warranty's advertisement was deceitful and misleading by claiming that the consumer could get  
6 coverage "today," when the contract requires a thirty-day waiting period. The Division worked out a  
7 settlement between Choice Home Warranty and the consumer for \$500. (Ex. 11; Test. Kuhlman.)

8           31.    On July 12, 2016, the Division received a consumer complaint against Choice Home  
9 Warranty alleging Choice Home Warranty improperly denied a claim for a broken A/C unit. The  
10 consumer filed a claim with Choice Home Warranty on June 27, 2016, and Choice Home Warranty  
11 sent a technician, who replaced the capacitor. The A/C unit failed again within a few hours. The  
12 technician returned to look at the unit three times and provided all the information Choice had  
13 requested. The A/C unit still had not been fixed. The consumer called Choice Home Warranty  
14 numerous times and was put on hold on every call for extensive periods and, after 45 minutes, the call  
15 would fail. The consumer was told that the claim was rejected because the consumer did not maintain  
16 the unit. The consumer sent Choice Home Warranty proof that he did maintain the unit. The consumer  
17 explained that the situation was a "life or death situation" because his significant other, who is disabled,  
18 suffered from heatstroke because she and their little dog have been left in the house with temperatures  
19 exceeding 100-plus degrees. On or about July 25, 2016, the Division worked out a settlement between  
20 Choice Home Warranty and the consumer for \$1,500. (Ex. 38; Test. Kuhlman.)

21           32.    On October 4, 2016, the Division received a consumer complaint against Choice Home  
22 Warranty alleging Choice Home Warranty improperly denied a claim for a broken A/C unit. The  
23 consumer filed a claim with Choice Home Warranty on June 8, 2016, and Choice Home Warranty sent  
24 eight technicians and four A/C companies, and all agreed that the A/C compressor and coil needed to  
25 be replaced. Choice Home Warranty denied the claim explaining that it had a photo of the unit from  
26 August 17, 2016 showing that no maintenance had been done on the unit. The consumer asked for a  
27 copy of the photo, but Choice Home Warranty did not provide the photo. The consumer faxed her  
28 maintenance records for the A/C unit, but was told that Choice Home Warranty could not read the

1 records. At the time of the complaint, the consumer was alleged to have endured ten weeks without  
2 A/C in Las Vegas. (Ex. 24; Test. Kuhlman.)

3 33. In all, the Division had received approximately 80 complaints about Choice Home  
4 Warranty. Eliminating duplicates, the total was 62. At the time the Complaint, only 2 complaints were  
5 open. All other complaints had been closed. The Division's concern was that Choice Home Warranty  
6 had a higher ratio of complaints than any other of the 170-plus service contract providers licensed in  
7 Nevada. (Ex. 28; Ex. J, W; Test. Jain.)

8 34. The Division conducted a general search on Choice Home Warranty online, and  
9 discovered numerous complaints by consumers on different websites. (Test. Jain.)

10 35. The Business Consumer Alliance rated Choice Home Warranty with an "F". It notes the  
11 company's website as [www.choicehomewarranty.com](http://www.choicehomewarranty.com), DBAs are CHW Group, Inc., Victor Mandalawi as  
12 president, and Victor Hakim as principal. (Ex. 9.)

13 36. On October 31, 2016, Mike from Henderson, Nevada posted a complaint on the Ripoff  
14 Report claiming Choice Home Warranty in Edison, New Jersey, was attempting to withdraw money  
15 from the consumer's bank account after the contract period ended. (Ex. 14.)

16 37. On July 7, 2016, Stardust from Henderson, Nevada posted a complaint on the Ripoff  
17 Report claiming Choice Home Warranty refused to replace a pool pump because it was not correctly  
18 installed. (Ex. 15.)

19 38. On April 20, 2016, Ira B. from Las Vegas, Nevada, a technician, posted a complaint on  
20 Ripoff Report advising people to stay away from Choice Home Warranty because Choice Home  
21 Warranty does not pay its vendors, and requires vendors to use repair parts according to their terms.  
22 (Ex. 16.)

23 39. On January 14, 2016, laappliance from Las Vegas, Nevada posted a complaint on Ripoff  
24 Report that Choice Home Warranty is a huge scam among contractors. The company had completed  
25 200 jobs for Choice Home Warranty, but Choice Home Warranty had not yet paid them. (Ex. 17.)

26 40. On October 12, 2016, David N. of Las Vegas, Nevada posted a complaint on Yelp.com  
27 that Choice Home Warranty improperly denied his claims on two occasions. The second claim denial  
28 was after a technician came and inspected the microwave and took photos. The consumer included in

1 his complaint the he received an email from Choice Home Warranty that said, "CHW strives to be rated  
2 #1 in the home warranty industry. Help us succeed with your positive feedback and you will receive 1  
3 FREE month of coverage." (Ex. 18 at 2.)

4 41. Choice Home Warranty has been the subject of complaints in other cities—Houston,  
5 Texas, Chicago, Illinois, Overland Park, Kansas, and Titusville, Florida. According to the reports,  
6 Choice Home Warranty in New Jersey denies claims on the basis that the consumers did not maintain  
7 their units, even after consumers provide proof of maintenance. (Ex. 19, 19a, 20, 20a, 39, 40, and 40a.)

8 42. In reviewing complaints, Mandalawi has CHW Group employees participate in the  
9 resolution. Mandalawi distinguishes claims as problems with a system or appliance, and a complaint as  
10 a consumer who is dissatisfied with the claim or outcome. When complaints are received, they are  
11 handled by CHW Group employees. If they are escalated, Mandalawi gets involved. Mandalawi has  
12 final authority on complaints and "want[s] to be sure that CHW Group is adhering to the terms and  
13 conditions of the policy and make[s] sure they are in compliance." Complaint resolution activity is  
14 done at Executive Drive, CHW Group's Somerset location; sales and marketing is done at the King  
15 Georges Post Road in Edison. Mandalawi spends most of his time at the Somerset location. (Test.  
16 Mandalawi; Test. Ramirez.)

17 43. At a meeting of the Parties pending this proceeding, Mandalawi and Hakim reviewed the  
18 records of HWAN to determine how many complaints they have received from the Division since  
19 HWAN's inception. (Test. Mandalawi; Test. Hakim.)

20 44. CHW Group handled the claims for the consumer complaints filed with the Division.  
21 CHW Group documents its communications with the consumers. CHW Group concluded that the  
22 consumers' claims were not covered by the service contracts. (Test. Ramirez.)

23 45. HWAN presented what it named "Customer Testimonials NV DOI Status of HWAN,"  
24 which is 867 pages of positive testimonials of Choice Home Warranty consumers from around the  
25 country, including Nevada. (Ex. M.)

### 26 **C. Regulatory Actions**

27 46. On July 23, 2010, California issued a cease and desist order against Choice Home  
28 Warranty and its officers, along with notices related to a monetary penalty and right to hearing for

1 acting as a provider of home protection contracts without a license. (Ex. 1 at 1-4 of 16.) A final order  
2 was entered on August 19, 2010. On October 12, 2010, the California Insurance Commissioner found  
3 that Choice Home Warranty acted as a home protection company without a license from October 25,  
4 2008 through October 1, 2010, and fined Choice Home Warranty \$3,530,000. In December 2010,  
5 Mandalawi, as president of Choice Home Warranty, entered into an agreement with California agreeing  
6 to take certain actions with regard to their business, and pay a \$10,000 fine. The agreement was  
7 adopted by the California Commissioner on January 6, 2011. (Ex. 1; Ex. G.)

8 47. On July 29, 2010, Oklahoma issued a cease and desist against Choice Home Warranty  
9 for engaging in service warranty contracts without authorization. Despite the order, Choice Home  
10 Warranty continued to engage in the business. The matter was settled on January 2, 2012, with a fine  
11 of \$15,000, and Choice Home Warranty was permitted to continue servicing existing contracts. (Ex. 3;  
12 Ex. H.)

13 48. On February 7, 2014, the Oklahoma Commissioner issued an order alleging that Choice  
14 Home Warranty continued to engage in the business "in a course of unfair and deceptive conduct while  
15 circumventing regulatory authority." (Ex. 3 at 2.) Choice Home Warranty was fined \$10,000. (Ex. 3.)  
16 On October 21, 2010, the Insurance Commissioner of the State of Washington issued an Order to Cease  
17 and Desist against CHW Group, Inc. doing business as Choice Home Warranty and  
18 www.ChoiceHomeWarranty.com, Victor Mandalawi, President of CHW Group, Inc. (incorporated in  
19 both New York and New Jersey), and others. The Order demanded that all named parties, who are  
20 unlicensed in Washington, cease transacting in the unauthorized business of insurance in Washington,  
21 seeking business in Washington, and soliciting Washington residents to buy unauthorized products  
22 based on the sale of at least 92 service contracts. On January 27, 2011, the Washington Commissioner  
23 issued a Final Order Terminating Proceeding after the named parties filed a stipulation withdrawing  
24 their hearing demand. The Final Order indicated that the Order to Cease and Desist would remain in  
25 effect indefinitely. (Ex. 8 at 3 of 32.)

26 49. On June 9, 2015, CHW Group, Inc. dba Choice Home Warranty, Victor Mandalawi, and  
27 Victor Hakim agreed to a Final Consent Judgment with the New Jersey Attorney General's Office for  
28 allegations of using deceptive means to deny claims after the New Jersey Division of Consumer Affairs



1 received 1,085 complaints about Choice Home Warranty. The Judgment requires Choice Home  
2 Warranty, Mandalawi, and Hakim to address issues related to improper advertisements, sales  
3 representatives' misrepresentations, terms and conditions of the contract, properly licensed technicians,  
4 fair review of claims, timely payment to technicians, payment in lieu of replacement, refunds, training  
5 of employees handling sales and claims, and future consumer complaints. Choice Home Warranty,  
6 Mandalawi, and Hakim were required to pay a \$779,913.93 fine including consumer restitution, revise  
7 their business practices, pay for an independent compliance monitor to oversee compliance with the  
8 terms of the Judgment, and execute confessions of judgment in the event of a default on the Judgment.  
9 (Ex. 6; Ex. F, X.)

10 **D. Other Evidence Presented at Hearing**

11 50. In 2016, Home Warranty Administrator of Florida, Inc. and Choice Home Warranty  
12 were named defendants in a civil action in New Jersey. That same year, CHW Group, Inc. dba Choice  
13 Home Warranty and Victor Mandalawi were named defendants in a civil complaint in South Carolina.  
14 (Ex. 9, 29; Test. Mandalawi.)

15 51. As part of the Division's investigation, it obtained a copy of Home Warranty  
16 Administrator of South Carolina, Inc.'s application with the State of South Carolina submitted by  
17 Mandalawi. The application included a biographical affidavit, which requested information about  
18 Mandalawi's background. To the question, "Are you operating, acting, or have acted as a controlling  
19 person for any other service contract provider or service contract related company?", Mandalawi  
20 responded yes. To the question, "Have you or a service contract provider or service contract related  
21 company in which you were, or are a controlling person, ever been disciplined by a state regulatory  
22 body?", Mandalawi responded yes. To the question, "Have you or a service contract provider or  
23 service contract related company for which you were, or are a controlling person, ever been subject to a  
24 cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial,  
25 administrative, regulatory or disciplinary action?", Mandalawi responded yes.

26 Attached to the biographical affidavit is Mandalawi's résumé. According to it, Mandalawi is  
27 the President of Home Warranty Administrators, which "is currently licensed / registered in Arizona,  
28 Florida, Illinois, New York, Nevada, Oklahoma, and Texas." Mandalawi has held this position since

1 2010. The résumé also shows that Mandalawi is also President of Choice Home Warranty, and has  
2 held this position since 2008. (Ex. 41 at 14.)

3 Mandalawi presented a letter to the South Carolina Department of Insurance explaining his  
4 "Yes" responses to the questions on the biographical affidavit. In the letter, Mandalawi introduces  
5 himself as president of Home Warranty Administrator of South Carolina, Inc., and all of its affiliates,  
6 which includes HWAN, and president of Choice Home Warranty. Through the letter, Mandalawi  
7 explains that

8 Choice Home Warranty (CHW) was the subject of a cease and desist letter in California,  
9 Oklahoma, and Washington. In California, CHW entered into a consent order, in  
10 Oklahoma, Home Warranty Administrator of Oklahoma, Inc. is [sic] now holds a Service  
Warranty License, and in Washington CHW is complying with all terms of the cease and  
desist.

11 CHW has been doing business for roughly two years and our home state of New Jersey  
12 does not require companies, such as ours, to be licensed. During the course of its  
13 activities, CHW discovered that all states are not created equal when it came to licensing  
14 requirements for service contracts. In fact, the very definition of the words "service  
contracts" changes from state to state. To address this newly discovered issue, CHW  
developed the Home Warranty administrators ("HWA") brand. That is, in order to  
address every state's particular requirements, a separate HWA was created for that state.

15 (Ex. 41 at 15-16; Test. Mandalawi.)

16 52. Choice Home Warranty has a landing page, which is a webpage that consumers land on  
17 when they click a particular email or internet link to Choice Home Warranty. The landing page is part  
18 of Choice Home Warranty's internet advertising. A potential consumer would enter his/her zip code.  
19 Choice Home Warranty provides some general information and invites people to call them at (888)  
20 531-5403. The advertisement is copyrighted 2017 Choice Home Warranty, and includes its address,  
21 1090 King Georges Post Rd. Edison, NJ 08837, and phone number (888) 531-5403. In finer print at the  
22 bottom of the advertisement are links to Choice Home Warranty's limits of liability and exclusions,  
23 other terms, and the privacy policy. (Ex. 26; Test. Jain; Test. Hakim.)

24 53. On August 21, 2017, Felecia Casci, Supervising Legal Secretary at the Division,  
25 received an email from "CHOICE Warranty (enews@choicehomewarranty.com)" with the subject,  
26 "VIP Offer: \$50 Off & 1 Month Free" in her personal email account. Choice Home Warranty,  
27 identified at the top of the email, invites Casci to "Never Pay for Covered Home Repairs Again,"  
28 offering \$50 off and one month free. According to the email, Choice Home Warranty plans are subject

1 to terms and conditions. Choice Home Warranty identifies its address as 1090 King Georges Post Rd,  
2 Edison, NJ 08837, and phone number as 800-814-4206. The advertisement is copyrighted to Choice  
3 Home Warranty in 2017. Nothing in the solicitation identified HWAN as the party selling the service  
4 contract. (Ex. 27; Test. Casci.)

5 54. On August 16, 2017, Casci received another email from "CHOICE Warranty  
6 (enews@choicehomewarranty.com)" with the subject, "We Appreciate You Felecia" in her personal  
7 email account. Choice Home Warranty, identified at the top of the email, invites Casci to "Never Pay  
8 for Covered Home Repairs Again," offering \$75 off and one month free. According to the email,  
9 Choice Home Warranty plans are subject to terms and conditions. Choice Home Warranty identifies its  
10 address as 1090 King Georges Post Rd, Edison, NJ 08837, and phone number as 800-814-4206. The  
11 advertisement is copyrighted to Choice Home Warranty in 2017. (Ex. 27; Test. Casci.)

12 55. The Division discovered that some service contracts issued by HWAN were not  
13 approved for use. In the unapproved service contract's letter to the consumer, the first two lines of the  
14 letter says, "Welcome to Choice Home Warranty! You made a wise decision when you chose to protect  
15 your home with a CHW Warranty." Again in the second paragraph, there is a reference to CHW  
16 Warranty. Under the two boxes is the name Choice Home Warranty and the address, 1090 King  
17 Georges Post Road, Edison, NJ 08837, along with the toll-free number (888) 531-5403. There is no  
18 service contract form number on the bottom of the page indicating approval by the Division. The font  
19 of the contract is reduced such that the contract is 4 pages long instead of the 5 ½ pages in the approved  
20 service contract. (Ex. 37; Test. Ghan.)

21 56. When Hakim acknowledged that CHW Group is not licensed to sell, solicit, or offer for  
22 sale service contracts in Nevada, he explained that "Pursuant to section 690C.120.2, administrators are  
23 not required to be licensed to sell service contracts in Nevada." (Test. Hakim.)

24 57. The setup for HWAN in Nevada is the same setup Mandalawi uses for all of the Home  
25 Warranty Administrators companies. All of these entities have a contract with CHW Group, and all of  
26 the entities use the website www.choicehomewarranty.com to sell their service contracts. All of the  
27 entities use substantially the same contract and terms of service. All of the businesses use CHW  
28 Group's services as provided in agreements similar to the Agreement HWAN has with CHW Group.

1 This creates efficiencies in managing the product being sold across the country, with the nuances of  
2 different states' requirements identified in the service contract sent to consumers. (Test. Mandalawi.)

3 58. Since HWAN became licensed in Nevada, CHW Group has continually provided  
4 services to HWAN through the Agreement. CHW Group has tracked its claims statistics. According  
5 to its claims statistics, 23,889 customers have purchased a service contract through Choice Home  
6 Warranty in Nevada since 2011. (Ex. K; Test. Hakim.)

7 59. In some years, the Division communicated with Mandalawi by telephone or email when  
8 items were not provided with HWAN's applications. (Test. Mandalawi.)

## 9 II. CONCLUSIONS OF LAW

10 In its Amended Complaint, the Division seeks administrative action against Respondent for  
11 (1) falsifying material facts in its applications; (2) engaging in unfair practices in settling claims;  
12 (3) conducting business in an unsuitable manner; and (4) failing to make records available to the  
13 Commissioner upon request. The Division also seeks a cease and desist order because the Commissioner  
14 refused to renew Respondent's 2016 COR. The Division bears the burden of showing, by a preponderance  
15 of the evidence, that Respondent violated these provisions of the Insurance Code. In hearings for the  
16 Division, "The hearing officer shall liberally construe the pleadings and disregard any defects which do not  
17 affect the substantial rights of any party." NAC 679B.245.

### 18 A. Jurisdiction

19 The Commissioner is charged with regulating the business of service contracts, which includes  
20 but is not limited to promulgating regulations, reviewing provider records, investigating complaints and  
21 alleged violations of law, and conducting examinations. NRS 679B.120.3 & -.5, 690C.300, -.310 & -  
22 .320. Service contracts are regulated under the Insurance Code pursuant to chapter 690C.

### 23 B. Statement of Law

24 In Nevada, "A provider shall not issue, sell or offer for sale service contracts in this state unless  
25 the provider has been issued a certificate of registration pursuant to the provisions of [NRS chapter  
26 690C]." NRS 690C.150. A provider "means a person who is obligated to a holder pursuant to the  
27 terms of a service contract to repair, replace or perform maintenance on, or to indemnify the holder for  
28 the costs of repairing, replacing or performing maintenance on, goods." NRS 690C.070. A holder is a  
Nevada resident who may enforce the rights under a service contract. NRS 690C.060. An  
administrator "means a person who is responsible for administering a service contract that is issued,  
sold or offered for sale by a provider." NRS 690C.020.

1 Generally, no other provision of the Insurance Code applies except as otherwise provided in  
2 NRS chapter 690C. NRS 690C.120. Provisions that specifically apply to service contracts include  
3 trade practices, examinations, hearings, certain prohibitions, process, and advertising.  
4 NRS 690C.120.1. Also, "[a] provider, person who sells service contracts, administrator or any other  
5 person is not required to obtain a certificate of authority from the Commissioner pursuant to chapter  
6 680A of NRS to issue, sell, offer for sale or administer service contracts." NRS 690C.120.2.

7 The Commissioner is authorized to observe the conduct of a service contract provider to ensure  
8 that "business is not conducted in an unsuitable manner." NRS 679B.125.2.

9 "[U]nsuitable manner" means conducting [] business in a manner which:

- 10 1. Results in a violation of any statute or regulation of this State relating to insurance;  
11 2. Results in an intentional violation of any other statute or regulation of this State; or  
3. Causes injury to the general public,  
- with such frequency as to indicate a general business practice.

12 NAC 679B.0385.

### 13 C. Respondent

14 In order to address the Division's allegations, the Hearing Officer must make a determination  
15 about the parties involved in this matter because many of the issues presented in this hearing hang on  
16 who the service contract provider is. Relying on the use of the different names by Respondent's  
17 witnesses, who interact with or on behalf of Respondent through a contract, and who would most be  
18 familiar with the entities, the Hearing Officer relies on the names used in the hearing as follows:

- 19 • Home Warranty Administrator of Nevada, Inc. is HWAN  
20 • Choice Home Warranty is CHW Group, Inc., CHW, and Choice Home Warranty  
21 • Home Warranty Administrators is an affiliate of companies with the name Home  
Warranty Administrator of [State]

22 In this case, HWAN is the legal entity that has been authorized to be a service contract provider  
23 in Nevada. HWAN contracted with CHW Group, or Choice Home Warranty, as administrator of  
24 HWAN's service contracts. In 2014, the Division requested HWAN to register the fictitious name,  
25 Choice Home Warranty.

26 The evidence is clear that Choice Home Warranty is CHW Group. Respondents have argued  
27 this throughout the case. (Resp't's Prehr'g Stmt 3-4.) During the hearing, Mandalawi, Hakim, and  
28 Ramirez referred to CHW Group as Choice Home Warranty. Mandalawi and Hakim both testified that

1 HWAN's administrator is CHW Group, and that HWAN and CHW Group engaged in a contract for  
2 such services. Choice Home Warranty is owned and controlled by CHW Group. CHW Group owns  
3 the website www.ChoiceHomeWarranty.com, through which various service contracts are sold and  
4 administered, and the employees handling sales, marketing, claims, finance, etc. are all CHW Group  
5 employees. Finally, according to Mandalawi's résumé submitted to the State of South Carolina in  
6 2011, Mandalawi was the president of Home Warranty Administrators and the president of Choice  
7 Home Warranty. The names are listed in his résumé as two separate companies. At the time the South  
8 Carolina application was filed, which included Mandalawi's résumé, Choice Home Warranty was not  
9 registered as a dba for HWAN. This leads to the conclusion that Choice Home Warranty is CHW  
10 Group, Inc.

11 When an entity registers a dba, or fictitious name, the entity creates a name under which it will  
12 operate. This does not create a new company or change the entity's legal status. Registering a dba  
13 cannot make one company liable for the acts of another company, even if the two companies share the  
14 same name—it is a legal impossibility. Further, NRS 690C.200.1(b) prohibits a provider from using a  
15 name that is the name of another provider. Choice Home Warranty, under CHW Group, is another  
16 provider even if it is not a Nevada-registered provider. Why the Division requested HWAN to register  
17 the dba Choice Home Warranty is unknown, as it makes the arrangement of these businesses confusing  
18 at best. Registering Choice Home Warranty as HWAN's dba did not make HWAN and CHW Group  
19 one legal entity for purposes of regulation. Accordingly, it is the Hearing Officer's position that Choice  
20 Home Warranty as discussed in this matter should not be treated as a fictitious name of HWAN, but  
21 instead as a separate company under CHW Group. For purposes of this Order, the Hearing Officer  
22 relies on this distinction between HWAN and Choice Home Warranty: HWAN is one legal entity, and  
23 Choice Home Warranty is CHW Group, an incorporated entity that is separate from HWAN.

#### 24 **D. The Division Claims Respondent Made False Entries of Material Facts in Its Applications**

##### 25 **1. Administrative Actions Against Choice Home Warranty**

26 The Division claims that by failing to disclose other states' administrative actions against  
27 Choice Home Warranty on its Nevada renewal applications, Respondent engaged in acts that constitute  
28 the unlawful making of false entry of material fact in violation of NRS 686A.070. The Hearing Officer

1 disagrees.

2 Respondent argues that it is legally and factually impossible for HWAN to have made false  
3 misrepresentations in its renewal applications because the *renewal* applications do not ask for  
4 regulatory information about any of the officers of the applicant, and the Hearing Officer agrees. The  
5 Division's questions in each of the renewal applications do not ask whether any of the applicant's  
6 officers have had actions taken against them; rather, the questions ask whether any of the *new* officers  
7 identified in the renewal application have had actions taken against them. If the Division wanted to  
8 know whether any of applicant's officers had administrative actions taken against them in other states,  
9 the Division should have asked that question. The Division's intent regarding the questions on its own  
10 renewal application is not clear, and it would be improper to hold applicants responsible for failing to  
11 disclose information about which the Division never asked.

12 For the renewal applications submitted for 2011, 2012, and 2013, the service contract provider  
13 that submitted the applications with the Division is Home Warranty Administrators of Nevada, Inc.  
14 HWAN is incorporated in Nevada, creating an independent legal entity. As its own legal entity,  
15 HWAN is responsible for the acts of its business. At no time during this period was HWAN named in  
16 any administrative action in any other state. Therefore, it cannot be said that HWAN made a false entry  
17 on the renewal applications for these years by not reporting administrative actions against Choice  
18 Home Warranty.

19 For the renewal applications submitted for 2014 and 2015, the service contract provider that  
20 submitted the applications with the Division is Home Warranty Administrators of Nevada, Inc. dba  
21 Choice Home Warranty. As explained in Section C above, however, Choice Home Warranty is CHW  
22 Group. It is a legal impossibility for HWAN to also be CHW Group even if HWAN registered a dba  
23 called Choice Home Warranty. HWAN did not violate Nevada law by failing to disclose  
24 administrative actions taken against CHW Group in other states. CHW Group is HWAN's  
25 administrator, and none of the applications asked whether the administrator or its officers have been the  
26 subject of administrative actions in other states. To that end, HWAN was not required to report  
27 administrative actions against Choice Home Warranty in its 2014 and 2015 renewal applications.

28 ///

## 2. Applications Filed with the Division

With the Hearing Officer's determination that HWAN and Choice Home Warranty are separate entities, the evidence shows that Respondent did make a false entry of material fact in its applications. All the applications presented at the hearing ask the applicant to disclose the name of the administrator. For all of the renewal applications Mandalawi submitted on behalf of HWAN, the administrator is noted as "self," and this was not true. "Self" means that the service contract provider—HWAN in this case—was administering all of the claims. According to the testimony of Mandalawi, Hakim, and Ramirez, Choice Home Warranty (which is CHW Group) is the administrator for HWAN. Respondent argues that this fact was disclosed in HWAN contract HWA-NV-0711, which was provided to the Division in 2011. Even if the disclosure is sufficient to say the Division was on notice in 2011 (when the HWAN contract was approved) that Choice Home Warranty was the administrator, every renewal application submitted indicated the contrary. When asked on the renewal applications whether there were any changes to the administrator or a newly designated administrator, in each renewal application, Mandalawi responded that there was no change—the administrator was "self," which is HWAN. If CHW Group was the administrator, then "self" was not an accurate response to the question on the applications. Claims administration is a material part of service contracts and, therefore, a material fact, required by NRS 690C.160.3. As such, HWAN misstated a material fact in its application. For each application year starting in 2011 that HWAN reported "self" as the administrator, is one violation of NRS 686A.070. (Five counts.)

Additionally, HWAN indicated in its applications filed starting in 2011 that it was using the service contract HWA-NV-0711 that was approved by the Division. On at least one occasion, there is evidence that HWAN used a service contract that, in fact, was not approved by the Division. Service contracts must comply with certain provisions of the Insurance Code and, therefore, must be approved before they are used. The application year 2015 did not disclose the use of an unapproved form. The service contract is a material part of the service contract provider application and, therefore, a material fact of the application. As such, HWAN misstated another material fact in its 2015 renewal application, in violation of NRS 686A.070. (One count.)

///



1           **E. The Division Claims Respondent Has Engaged in Unfair Practices in Settling Claims**

2           The Division alleges that the number of complaints against Respondent show that Respondent  
3 has engaged in unfair practices in settling claims in violation of NRS 686A.310 and had, thereby, acted  
4 in an unsuitable manner. NRS 679B.125.2. Respondent argues that the number of complaints does not  
5 amount to unfair practices in settling claims, and that it believes it provides Nevada customers sterling  
6 service.

7           In this case, the evidence shows that the Division received at least 63 individual consumer  
8 complaints about HWAN, and 25 consumer complaints against Choice Home Warranty. Of the  
9 complaints, five were presented at the hearing: three complaints from 2014 and two complaints from  
10 2016. The complaints allege that Choice Home Warranty did not cover appliances that consumers  
11 believed were covered, or that Choice Home Warranty did not pay the technician who provided  
12 services on the appliance. When the Division got involved, HWAN agreed to cover or settle the  
13 complaints. The Division's evidence says the claims were covered; Respondent's evidence says the  
14 claims were not covered. Respondent's agreeing to pay the claims as a result of the Division's  
15 involvement does not mean that Respondent admitted that the claims were covered. As presented, the  
16 Division's evidence was insufficient to show that Respondent engaged in unfair practices in settling  
17 claims.

18           **F. The Division Claims Respondent Has Failed to Make Its Records Available**

19           The Division claims that Respondent failed to make available information requested by the  
20 Commissioner in violation of NRS 690C.320.2. The Division sought information about HWAN's  
21 claims and open contracts in Nevada. Respondent argues that the Division presented no evidence to  
22 support this claim.

23           The evidence shows that the Division made several requests of Respondent through Mandalawi,  
24 including to Mandalawi's email address of record. Respondent acknowledges having communicated  
25 with the Division via email or telephone on other occasions, as evident through the testimony and  
26 exhibits. The parties both state that the requested information was produced, but only after a subpoena  
27 was issued, which was at least six months after the renewal application was received. Moreover, this  
28 information relating to how many open contracts and claims Respondent had in Nevada was requested

1 fictitious name, the Division released the legal right to initiate an adversarial action that HWAN and  
2 CHW Group are the same entity. How a fictitious name registration amounts to detrimental reliance is  
3 unclear. The Commissioner's obligation under the Insurance Code is to protect Nevadans in the  
4 business of service contracts. The Commissioner cannot ignore her charge under the law—when an  
5 entity is violating a law that harms Nevadans, the Commissioner must act.

6 Respondent claims that the Division is estopped from taking action against Respondent because  
7 the Division made express representations to HWAN relative to HWAN's relationship with CHW  
8 Group, and that HWAN relied on these in conducting its operations. There is no evidence in the record  
9 that HWAN had to or did change its operations as a result of the dba registered in Nevada. More  
10 importantly, there is no evidence that the Division knew that Choice Home Warranty was CHW Group  
11 or of the contract between HWAN and CHW Group. Even if in 2011 the Division approved a contract  
12 in 2011 that indicated that Choice Home Warranty was administering the contract, contract  
13 administration is not approval to issue, sell, or offer for sale service contracts. Moreover, after that  
14 contract was approved in 2011, Respondent indicated that it was itself administering its service  
15 contracts, which was not true.

16 Based on the presentation of Mandalawi and Hakim, CHW Group, Inc. is the legal entity that  
17 controls and operates all the content, data, contracts, information, processing, management, claims,  
18 marketing, advertising, and sales of all products sold through HWAN, while HWAN manages  
19 regulatory compliance. Respondent claims this creates efficiencies in managing the product being sold  
20 across the country, with the nuances of different states' requirements identified in the service contract  
21 issued to consumers. According to Hakim, an administrator is permitted to issue, sell, and offer for sale  
22 or administer service contracts without a certificate of registration pursuant to NRS 690C.120.2.  
23 Hakim is incorrect.

24 Nevada law clearly prohibits the issuance, sale, or offering for sale service contracts unless the  
25 provider has been issued a certificate of registration. NRS 690C.150. The provision Hakim incorrectly  
26 relies on, NRS chapter 690C section 120 subsection 2, involves a certificate of authority issued  
27 pursuant to NRS chapter 680A, which is a certificate issued to *insurance companies* to operate in  
28 Nevada. A certificate of registration and a certificate of authority are two different things. What NRS

1 690C.120.2 says is that a certificate of authority is not required in the business of service contracts and,  
2 so, anyone involved in service contracts is not required to obtain a certificate of authority. It most  
3 certainly does not say that an administrator may issue, sell, or offer to sell service contracts without  
4 proper registration pursuant to NRS 690C.150. Such a reading would make the entirety of NRS chapter  
5 690C a nullity.

6 By definition, an administrator should not be engaged in issuing, selling, or offering to sell  
7 service contracts. Hakim, Mandalawi, and Ramirez all testified that Choice Home Warranty handles all  
8 sales, advertising, and marketing for HWAN. As Hakim stated, his interest in HWAN is that HWAN  
9 continue to operate, "because if [HWAN is] not operating in the State of Nevada, then Choice Home  
10 Warranty is not operating in the State of Nevada." (Tr3. 98:9-16.) This is a reflection of CHW  
11 Group's intent to operate in Nevada using HWAN for "regulatory compliance." This intent is further  
12 reflected in the service contract that was sold in Nevada that identified CHW Warranty as the  
13 company—a service contract that was not approved for use in Nevada.

14 Based on the evidence, it is clear that "regulatory compliance" as stated by Mandalawi means  
15 that HWAN holds the certificate of registration in Nevada, and nothing more. Since receiving its COR,  
16 HWAN has been merely a figurehead, enabling an unlicensed entity to engage in the business of  
17 service contracts in Nevada under HWAN's license. CHW Group has engaged in the business of  
18 service contracts without a license, which is a violation of NRS 690C.150, and skirted regulation by the  
19 Division, which is a danger to the public. This activity has been occurring since at least 2010, when  
20 HWAN was first licensed. With the sale of over 69,000 service contracts, it is undeniable that it is  
21 Respondent's practice to allow CHW Group to issue, sell, and offer for sale service contracts in  
22 Nevada, thereby avoiding regulation for each contract sold in Nevada. HWAN's practice has occurred  
23 with such frequency as to indicate a general business practice, which amounts to conducting business in  
24 an unsuitable manner, in violation of NRS 690C.325 and 679B.125.

25 **H. The Division Requests a Cease and Desist Order to Prevent Respondent from Engaging in**  
26 **the Business of Service Contracts Without a Certificate of Registration**

27 In the Amended Complaint, the Division indicates that Respondent filed a renewal application  
28 for 2016, and that the Commissioner is authorized to refuse to renew a provider's certificate of

1 registration ("COR"). The Division requested a cease and desist be issued. In arguing that  
2 Respondent's 2016 COR was properly denied the Division appears to be claiming that Respondent is  
3 improperly engaging in the business of service contracts. Respondent argues that it had no notice of the  
4 facts underlying the Division's position that it did not appropriately renew its COR in 2016.  
5 Mandalawi believed that the issue of the 2016 renewal application would be considered in this hearing  
6 and that, until then, HWAN could continue operating in Nevada. (Test. Mandalawi.) The Hearing  
7 Officer finds that the Division did not properly notify Respondent that the 2016 renewal application  
8 was denied.

9 In Nevada, certificates of registration for service contract providers expire one year after the  
10 COR is issued. NRS 690C.160.3. Nothing in Nevada law grants the Division authority to allow a  
11 provider to continue operating after the expiration of a COR, but a provider may submit a renewal  
12 application to receive a new COR to continue operating. It is unclear how the automatic expiration of a  
13 COR after one year would require notice to the provider for due process purposes when the law clearly  
14 makes the COR available for one year and no longer. However, when a provider timely submits a  
15 renewal application that is denied, then the Division must issue a notice to the provider about the  
16 denial, providing an explanation for the denial and an opportunity for the provider to request a hearing  
17 on the propriety of the denial. A hearing on such denials are heard within 30 days.

18 In this case, Respondent timely filed a renewal application on or about November 7, 2016, to  
19 obtain a new COR. When the Division found the renewal application to be incomplete, the Division  
20 should have promptly notified Respondent that the renewal application was not complete and,  
21 therefore, denied so that Respondent would know that it was not approved to continue operating in  
22 Nevada. Notice of the denial was finally provided on or about July 21, 2017, almost eight months after  
23 HWAN submitted the application. The denial also provided no information as to why the renewal  
24 application was denied, nor did it notify Respondent that it could appeal the decision through a hearing  
25 request. Thus, the Hearing Officer finds that for the service contracts sold up until the date of this  
26 Order, Respondent cannot be found to have sold without a valid COR in violation of Nevada law since  
27 the Division did not properly notify Respondent of the denial with an explanation of the denial or of the  
28 opportunity for a hearing on the denial, which would have been adjudicated within 30 days of a hearing

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served the **FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF HEARING OFFICER, AND FINAL ORDER OF THE COMMISSIONER**, in **CAUSE NO. 17.0050**, via electronic mail and by mailing a true and correct copy thereof, properly addressed with postage prepaid, certified mail return receipt requested, to the following:

Kirk B. Lenhard, Esq.  
Brownstein Hyatt Farber Schreck, LLP  
100 North City Parkway, Suite 1600  
Las Vegas, NV 89106  
E-MAIL: [klenhard@bhfs.com](mailto:klenhard@bhfs.com)  
CERTIFIED MAIL NO. 7017 1070 0000 8962 9357

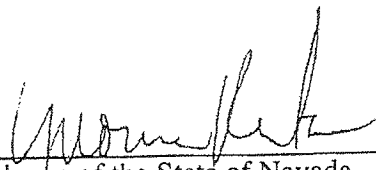
Travis F. Chance, Esq.  
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Lori Grifa, Esq.  
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Hackensack, NJ 07601  
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and copies of the foregoing were sent via electronic mail to:

Richard Yien, Deputy Attorney General  
Nevada Attorney General's Office  
E-MAIL: [ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

DATED this 18<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

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*Attorneys for Home Warranty Administrator of Nevada, Inc.  
dba Choice Home Warranty*

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CARSON CITY**

HOME WARRANTY ADMINISTRATOR OF  
NEVADA, INC. dba CHOICE HOME  
WARRANTY, a Nevada corporation,

Petitioner,

v.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY-DIVISION OF  
INSURANCE, a Nevada administrative  
agency,

Respondent.

Case No. 17 OC 00269 1B  
Dept. No. I

**CASE APPEAL STATEMENT**

**1. Name of appellant filing this case appeal statement:**


Home Warranty Administrator of Nevada, Inc., dba Choice Home Warranty, a Nevada corporation.

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

The Honorable James T Russell, First Judicial District Court of the State of Nevada in and for Carson City.

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

REC'D & FILED  
2018 DEC -6 PM 4:36

AUREY ROWLATT  
CLERK  
BY  DEPUTY

1 Appellant: Home Warranty Administrator of Nevada, Inc., dba Choice Home Warranty, a  
2 Nevada corporation.

3 Counsel for Appellant:

4  
5 Constance L. Akridge  
6 Sydney R. Gambée  
7 Brittany L. Walker  
8 Holland & Hart LLP  
9 9555 Hillwood Drive, 2nd Floor  
10 Las Vegas, NV 89134

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

14 Respondent: State of Nevada, Department of Business and Industry Division of Insurance,  
15 a Nevada administrative agency.

16 Counsel for Respondents:

17 Richard Yien  
18 Deputy Attorney General  
19 State of Nevada  
20 Office of Attorney General  
21 100 N. Carson St.  
22 Carson City, Nevada 89701

23 Joanna Grigoriev  
24 Senior Deputy Attorney General  
25 State of Nevada  
26 Office of Attorney General  
27 555 E. Washington Avenue, Suite 3900  
28 Las Vegas, Nevada 89101

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

All attorneys identified in questions 3 and 4 are licensed to practice law in Nevada.

///

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

3           Appellant was represented by retained counsel in the district court.

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

6           Appellant is represented by retained counsel on appeal.

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

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

10          9.       **Indicate the date the proceedings commenced in the district court (e.g., date**  
11 **complaint, indictment, information, or petition was filed):**

12          The petition for judicial review was filed on December 22, 2017.

13          10.       **Provide a brief description of the nature of the action and result in the district**  
14 **court, including the type of judgment or order being appealed and the relief granted by the**  
15 **district court:**

16          Petitioner filed this petition seeking judicial review of the State of Nevada Department of  
17 Business and Industry – Division of Insurance’s (the “Division”) Findings of Fact, Conclusions of  
18 Law, Order of the Hearing Officer, and Final Order of the Commissioner filed on December 18,  
19 2017, in Cause No. 17.0050 in the Matter of Home Warranty Administrator of Nevada, Inc., DBA  
20 Choice Home Warranty Order (the “Final Decision”). The Final Decision ordered:

- 21  
22           1. Respondent be fined \$30,000, the maximum fine of \$5,000  
23           allowed under NRS 686A.183.1(a), for each of six violations of  
24           making a false entry of material fact in a record or statement in  
25           violation of NRS 686A.070;  
26           2. Respondent be fined \$500, an administrative fine authorized  
27           pursuant to NRS 690C.325.1 in lieu of a revocation, for failing to  
28           make its records available to the Commissioner upon request;  
            3. Respondent be fined \$50 for each act or violation, for conducting  
            business in an unsuitable manner by allowing an unregistered entity  
            to issue and offer service contracts in Nevada, and to sell 23,889



1 service contracts in Nevada through Respondent's certificate of  
2 registration, for a total of \$1,194,450.<sup>1</sup>

3 Final Decision at 27.

4 The district court entered an order Affirming in Part, and Modifying in Part, Findings of  
5 Fact, Conclusions of Law, Order of the Hearing Officer, and Final Order of the Commissioner in  
6 Cause No. 17.0050 in the Matter of Home Warranty Administrator of Nevada, Inc., dba Choice  
7 Home Warranty (the "Order") on November 25, 2019.<sup>2</sup>

8 The district court granted relief by granting the petition for judicial review and affirming  
9 in part and modifying the Final Decision as follows:

10 a. The Hearing Officer's finding of six (6) violations by the  
11 Petitioner of NRS 686A.070 for making false entries of material  
12 fact in record or statement is supported by substantial evidence and  
13 is hereby AFFIRMED.

14 The total fine of \$30,000 at \$5,000 per violation, as allowed under  
15 NRS 686A.183(1)(a), is AFFIRMED.

16 b. The Hearing Officer's finding of one violation by the  
17 Petitioner of NRS 690C.320(2) for failure to make its records  
18 available to the Commissioner upon request is supported by  
19 substantial evidence and is hereby AFFIRMED.

20 The fine of \$500, as authorized pursuant to NRS 690C.325(1) is  
21 AFFIRMED.

22 c. The Hearing Officer's finding of 23,889 instances of  
23 conducting business in an unsuitable manner, in violation of NRS  
24 690C.325(1)(b) and NRS 679B.125(2), by allowing an unregistered  
25 entity to issue, sell and offer for sale service contracts in Nevada is  
26 hereby AFFIRMED. The Court finds that NRS 690C.150 requires  
27 anyone, including a service contract administrator, who wishes to  
28 issue, sell, or offer for sale service contracts in Nevada, to possess  
a certificate of registration under Chapter 690C of the NRS.

The fine of \$50 for each of the 23,889 violations, is AFFIRMED;  
however the Court finds that the aggregate cap of \$10,000 for  
violations of a similar nature, codified in NRS 690C.330, applies.  
The Court hereby MODIFIES the fine of \$1,194,450 to be capped  
at \$10,000 total.

Order at 3-4.

<sup>1</sup> The Hearing Officer specified in a footnote that the \$50 fines for each act or violation, totaling \$1,194,450, was pursuant to NRS 690C.325.1, which allows a maximum administrative fine of \$1,000 per act or violation.

<sup>2</sup> Notice of Entry was served on November 26, 2019 and filed on November 27, 2019.

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

4           This case has not previously been the subject of an appeal to or original writ proceeding in  
5 the Supreme Court.

6           12.     Indicate whether this appeal involves child custody or visitation:

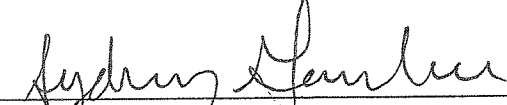
7           No.

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

10          Settlement of this case is not possible.

11          DATED this 6th day of December, 2019.

12                   HOLLAND & HART LLP

13                   

14                   Constance L. Akridge

15                   Nevada Bar No. 3353

16                   Sydney R. Gambee

17                   Nevada Bar No. 14201

18                   Brittany L. Walker

19                   Nevada Bar No. 14641

20                   9555 HILLWOOD DRIVE, 2ND FLOOR

21                   LAS VEGAS, NV 89134

22                   Attorneys for Home Warranty Administrator of  
23 Nevada, Inc.  
24 dba Choice Home Warranty  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of December, 2019, a true and correct copy of the foregoing **CASE APPEAL STATEMENT** was served by the following method(s):

- ☒ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Richard Yien  
Deputy Attorney General  
STATE OF NEVADA  
Office of Attorney General  
100 N. Carson St.  
Carson City, Nevada 89701  
[ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

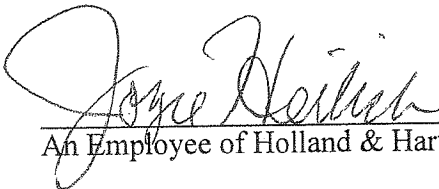
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*Attorneys for State of Nevada, Department  
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Insurance*

*Attorneys for State of Nevada, Department  
Of Business and Industry – Division of  
Insurance*

- ☒ Email: by electronically delivering a copy via email to the following e-mail address:

[jgrigoriev@ag.nv.gov](mailto:jgrigoriev@ag.nv.gov)  
[ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

  
An Employee of Holland & Hart LLP

HOLLAND & HART LLP  
9555 HILLWOOD DRIVE, 2ND FLOOR  
LAS VEGAS, NV 89134

Judge: RUSSELL, JUDGE JAMES  
TODD

Case No. 17 OC 00269 1B

Ticket No.  
CTN:HOME WARRANTY ADMINISTRATOR  
OF NEVADA, INC.

By:

DEPT. OF BUSINESS &  
INDUSTRY DIVISION OF  
INSURANCE

DRSPND

-vs-

By: LAXALT, ADAM PAUL

100 NORTH CARSON STREET  
CARSON CITY, NV 89701Dob:  
Lic:  
STATE OF NEVADASex:  
Sid:  
DRSPNDBy: LAXALT, ADAM PAUL  
100 NORTH CARSON STREET  
CARSON CITY, NV 89701Dob:  
Lic:Sex:  
Sid:Plate#:  
Make:  
Year:  
Type:  
Venue:  
Location:

Accident:

HOME WARRANTY  
ADMINISTRATOR OF NEVADA,  
INC.

PLNTPET

Bond:  
Type:Set:  
Posted:

## Charges:

Ct.	Offense Dt:	Cvr:
	Arrest Dt:	
	Comments:	

Ct.	Offense Dt:	Cvr:
	Arrest Dt:	
	Comments:	

## Sentencing:

No.	Filed	Action	Operator	Fine/Cost	Due
1	12/10/19	REQUEST FOR SUBMISSION	1BCFRANZ	0.00	0.00
2	12/10/19	REPLY IN SUPPORT OF MOTION FOR ORDER SHORTENING TIME FOR BRIEFING AND DECISION OF MOTION FOR STAY PENDING APPEAL PURSUANT TO NRCP 62(D)	1BCFRANZ	0.00	0.00
3	12/10/19	NOTICE OF DEFICIENCY IN NOTICE OF APPEAL	1BCCOOPER	0.00	0.00
4	12/09/19	OPPOSITION TO PETITIONERS MOTION FOR ORDER SHORTENING TIME FOR BRIEFING AND DECISION ON MOTION FOR STAY PENDING APPEAL PURSUANT TO NRCP 62 (D)	1BCCOOPER	0.00	0.00
5	12/09/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
6	12/09/19	ORDER DENYING PETITIONERS MOTION FOR LEAVE OF COURT FOR LIMITED RECONSIDERATION OF COURTS FINDINGS ON HWANS PETITION FOR JUDICIAL REVIEW	1BCCOOPER	0.00	0.00
7	12/06/19	MOTION FOR ORDER SHOTENING TIME FOR BRIEFING AND DECISION OF MOTION FOR STAY PENDING APPEAL PURSUANT TO NRCP 62(D)	1BCCOOPER	0.00	0.00
8	12/06/19	MOTION FOR STAY PENDING APPEAL PURSUANT TO NRCP 62(D)	1BCCOOPER	0.00	0.00
9	12/06/19	CASE APPEAL STATEMENT	1BCCOOPER	0.00	0.00
10	12/06/19	NOTICE OF APPEAL Receipt: 63278 Date: 12/11/2019	1BCCOOPER	24.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
11	12/06/19	RECEIPT	1BPOKEEFE	0.00	0.00
12	12/06/19	COURT ORDER REFUND Check Issued: 12/06/19 Check #6528 \$1,184,450.00 Payable to: HOLLAND & HART.	1BPOKEEFE	1,184,450.00	0.00
13	12/04/19	RECEIPT	1BJULIEH	0.00	0.00
14	12/04/19	REQUEST FOR SUBMISSION	1BJULIEH	0.00	0.00
15	12/04/19	REPLY IN SUPPORT OF MOTION FOR LEAVE OF COURT PURSUANT TO FJDCR 15(10) AND DCR 13(7) FOR LIMITED RECONSIDERATION OF FINDINGS PERTAINING TO HWAN'S PETITION FOR JUDICIAL REVIEW	1BJULIEH	0.00	0.00
16	12/03/19	COURT ORDER REFUND Check Issued: 12/03/19 Check #6525 \$1,184,450.00 Payable to: BROWNSTEIN HYATT FARBER SCHRECK, LLP. Voided on 12/04/2019.	1BJULIEH	0.00	0.00
17	12/03/19	COURT ORDER REFUND Check Issued: 12/03/19 Check #6524 \$40,500.00 Payable to: STATE OF NEVADA.	1BJULIEH	40,500.00	0.00
18	11/27/19	RESPONDENT'S OPPOSITION TO PETITIONER'S MOTION FOR LEAVE OF COURT FOR LIMITED RECONSIDERATION OF COURT'S FINDINGS ON HWAN'S PETITION FOR JUDICIAL REVIEW	1BJULIEH	0.00	0.00
19	11/27/19	NOTICE OF ENTRY OF ORDER	1BJULIEH	0.00	0.00
20	11/25/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
21	11/25/19	ORDER AFFIRMING IN PART, AND MODIFYING IN PART, FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING OFFICER, AND FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN THE MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA CHOICE HOME WARRANTY	1BJHIGGINS	0.00	0.00
22	11/22/19	NOTICE OF SUBMISSION OF COMPETING PROPOSED ORDER	1BCFRANZ	0.00	0.00
23	11/15/19	MOTION FOR LEAVE OF COURT PURSUANT TO FJDCR 15(10) AND DCR 13(7) FOR LIMITED RECONSIDERATION OF FINDINGS PERTAINING TO HWAN'S PETITION FOR JUDICIAL REVIEW	1BCFRANZ	0.00	0.00
24	11/07/19	HEARING HELD: The following event: PETITION HEARING scheduled for 11/07/2019 at 1:30 pm has been resulted as follows:  Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BCFRANZ	0.00	0.00
25	11/06/19	LEGISLATIVE HISTORY STATEMENT REGARDING NRS 690C.325(1) AND NRS 690C.330	1BPOKEEFE	0.00	0.00
26	11/06/19	RESPONDENTS STATEMENT OF LEGISLATIVE HISOTRY OF NRS 690C.325	1BCCOOPER	0.00	0.00
27	08/28/19	TRIAL DATE MEMO	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
28	08/15/19	NOTICE TO SET	1BCCOOPER	0.00	0.00
29	08/15/19	REQUEST FOR HEARING ON PETITION FOR JUDICIAL REVIEW PURSUANT TO NRS 233B.133(4)	1BCCOOPER	0.00	0.00
30	08/15/19	PETITIONERS REPLY IN SUPPORT OF ITS SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133	1BCCOOPER	0.00	0.00
31	08/08/19	RESPONDENTS' RESPONSE TO PETITIONER'S SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133	1BVANESSA	0.00	0.00
32	07/10/19	NOTICE OF ENTRY OF ORDER GRANTING PETITIONERS MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BCTORRES	0.00	0.00
33	06/18/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
34	06/18/19	ORDER GRANTING PETITIONERS MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BCCOOPER	0.00	0.00
35	06/06/19	NOTICE OF ENTRY OF ORDER ON JOINT MOTION FOR CLARIFICATION AND/OR RECONSIDERATION OF THE MAY 8, 2019 ORDER DENYING REQUEST FOR SUBMISSION	1BJULIEH	0.00	0.00
36	06/05/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
37	06/05/19	ORDER ON JOINT MOTION FOR CLARIFICATION AND/OR RECONSIDERATION FO THE MAY 8, 2019 ORDER DENYING REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
38	05/31/19	REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
39	05/30/19	JOINT MOTION FOR CLARIFICATION AND/OR RECONSIDERATION OF THE MAY 8, 2019 ORDER DENYING REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
40	05/28/19	PETITIONERS SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133	1BCCOOPER	0.00	0.00
41	05/28/19	NOTICE OF AMENDMENT TO RECORD ON APPEAL	1BCCOOPER	0.00	0.00
42	05/21/19	NOTICE OF ENTRY OF ORDER DENYING REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
43	05/21/19	NOTICE OF ENTRY OF ORDER GRANTING PETITONERS MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BCCOOPER	0.00	0.00
44	05/08/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
45	05/08/19	ORDER DENYING REQUEST FOR SUBMISSION (STRICKEN PER ORDER DATED JUNE 9, 2019)	1BJULIEH	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
46	05/06/19	REQUEST FOR SUBMISSION	1BCTORRES	0.00	0.00
47	04/15/19	REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PETITIONER'S MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BCTORRES	0.00	0.00
48	04/01/19	NOTICE OF ENTRY OF ORDER FOR WITHDRAWING NOTICE OF NON OPPOSITION AND REQUEST OR SUBMISSION OF MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL AND EXTENDING THE TIME FOR OPPOSITION TO AND REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BCCOOPER	0.00	0.00
49	03/25/19	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSA	0.00	0.00
50	03/25/19	STIPULATION AND ORDER (1) WITHDRAWING NOTICE OF NON OPPOSITION AND REQUEST FOR SUBMISSION OF MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B. 133 AND AMEND THE RECORD ON APPEAL AND (2) EXTENDING THE TIME FOR OPPOSITION TO AND REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B. 133 AND AMEND THE RECORD ON APPEAL	1BVANESSA	0.00	0.00
51	03/13/19	ORDER GRANTING PETITIONER'S MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PUSUANT TO NRS 233B.13 AND AMEND THE RECORD ON APPEAL (STRICKEN PER ORDER DATED JUNE 5, 2019)	1BCTORRES	0.00	0.00
52	03/12/19	REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
53	03/12/19	NOTICE OF NON-OPPOSITION TO PETITIONERS MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUAN TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL AND NOTICE OF SUBMISSION OF PROPOSED ORDER	1BCCOOPER	0.00	0.00
54	02/22/19	MOTION FOR LEAVE TO FILE SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES PURSUANT TO NRS 233B.133 AND AMEND THE RECORD ON APPEAL	1BVANESSA	0.00	0.00
55	02/01/19	NOTICE OF AMENDMENT TO RECORD ON APPEAL	1BJULIEH	0.00	0.00
56	01/28/19	NOTICE OF FILING HEARING OFFICER'S ADMINSTRATIVE ORDER	1BCTORRES	0.00	0.00
57	01/25/19	SUBSTITUTION OF ATTORNEY	1BCTORRES	0.00	0.00
58	01/24/19	COVER LETTER	1BCTORRES	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
59	09/06/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
60	09/06/18	ORDER GRANTING PETITIONER'S MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE	1BJHIGGINS	0.00	0.00
61	08/06/18	HEARING HELD: The following event: MOTION HEARING - FAMILY scheduled for 08/06/2018 at 2:30 pm has been resulted as follows:  Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BJHIGGINS	0.00	0.00
62	06/06/18	TRIAL DATE MEMO	1BCCOOPER	0.00	0.00
63	05/22/18	CERTIFICATE OF SERVICE	1BJULIEH	0.00	0.00
64	05/16/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
65	05/16/18	ORDER TO SET FOR HEARING	1BCCOOPER	0.00	0.00
66	05/14/18	REQUEST FOR SUBMISSION OF PETITIONER'S MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE AND PETITIONER'S REQUEST FOR HEARING ON ITS MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE	1BJHIGGINS	0.00	0.00
67	05/14/18	REPLY IN SUPPORT OF PETITIONER'S MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE	1BJHIGGINS	0.00	0.00
68	05/04/18	OPPOSITION TO MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE	1BCTORRES	0.00	0.00
69	04/19/18	MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE	1BCFRANZ	0.00	0.00
70	04/11/18	REPLY BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	1BCCOOPER	0.00	0.00
71	03/28/18	RECEIPT	1BJHIGGINS	0.00	0.00
72	03/28/18	CERTIFICATE OF SERVICE OF STIPULATION AND ORDER FOR INTERPLEADING OF FINES PENDING FINAL DECISION	1BJHIGGINS	0.00	0.00
73	03/28/18	COURT ORDER DEPOSIT (RECEIVED FROM BROWNSTEIN HYATT FARBER SCHRECK ON BEHALF OF CHOICE HOME WARRANTY) Receipt: 54384 Date: 03/28/2018	1BCTORRES	1,224,950.00	0.00
74	03/19/18	RESPONDENT'S ANSWERING BRIEF	1BJHIGGINS	0.00	0.00
75	03/15/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
76	03/15/18	STIPULATION AND ORDER FOR INTERPLEADING OF FINES PENDING FINAL DECISION	1BJULIEH	0.00	0.00
77	02/16/18	PETITIONER'S OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	1BCTORRES	0.00	0.00
78	02/16/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCTORRES	0.00	0.00
79	02/16/18	NOTICE OF ENTRY OF ORDER DENYING MOTION FOR STAY	1BCTORRES	0.00	0.00
80	02/14/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00



No.	Filed	Action	Operator	Fine/Cost	Due
81	02/14/18	ORDER GRANTING MOTION TO ASSOCIATE COUNSEL	1BCCOOPER	0.00	0.00
82	02/14/18	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
83	02/14/18	ORDER DENYING MOTION FOR STAY	1BCCOOPER	0.00	0.00
84	02/08/18	REQUEST FOR SUBMISSION OF MOTION TO ASSOCIATE COUNSEL	1BVANESSA	0.00	0.00
85	02/08/18	REQUEST FOR SUBMISSION OF MOTION FOR STAY OF FINAL ADMINISTRATIVE DECISION PURSUANT TO NRS 233B.140	1BVANESSA	0.00	0.00
86	02/08/18	REPLY IN SUPPORT OF MOTION FOR STAY OF FINAL ADMINISTRATIVE DECISION PURSUANT TO NRS 233B.140	1BVANESSA	0.00	0.00
87	01/31/18	SUPPLEMENT TO DIVISIONS OPPOSITION TO MOTION FOR STAY OF FINAL ADMINISTRATIVE DECISION PURSUANT TO NRS 233B.140	1BCCOOPER	0.00	0.00
88	01/30/18	DIVISION'S OPPOSITION TO MOTION FOR STAY OF FINAL ADMINISTRATIVE DECISION PURSUANT TO NRS 233B. 140	1BVANESSA	0.00	0.00
89	01/19/18	STATEMENT OF INTENT TO PARTICIPATE	1BVANESSA	0.00	0.00
90	01/18/18	FILE RETURNED AFTER SUBMISSION - NO ACTION TAKEN	1BCTORRES	0.00	0.00
91	01/16/18	MOTION FOR STAY OF FINAL ADMINISTRATIVE DECISION PURSUANT TO NRS 233B.140	1BCTORRES	0.00	0.00
92	01/12/18	RECORD ON APPEAL - VOLUME 1 THROUGH 10	1BCCOOPER	0.00	0.00
93	01/12/18	ADMINISTRATIVE RECORD	1BCCOOPER	0.00	0.00
94	01/09/18	MOTION TO ASSOCIATE COUNSEL	1BJHIGGINS	0.00	0.00
95	12/26/17	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSA	0.00	0.00
96	12/26/17	ORDER FOR BRIEFING SCHEDULE	1BVANESSA	0.00	0.00
97	12/22/17	PLAINTIFF'S/PETITIONER'S INITIAL APPEARANCE AFFIRMATION PURSUANT TO NRS 239.030	1BVANESSA	0.00	0.00
98	12/22/17	PETITION FOR JUDICIAL REVIEW (EXEMPT FROM ARBITRATION- JUDICIAL REVIEW) Receipt: 52963 Date: 12/26/2017	1BVANESSA	265.00	0.00
Total:				2,450,189.00	0.00
<hr/>					
Totals By:				COST	289.00
				HOLDING	1,224,950.00
				HOLDING REFUND	1,224,950.00
				INFORMATION	0.00
					0.00
*** End of Report ***					

1 AARON D. FORD  
Attorney General  
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3 Nevada Bar No. 5649  
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8 E-mail: ryien@ag.nv.gov  
*Attorneys for Respondent*  
9 *Nevada Division of Insurance*

REC'D & FILED

2019 NOV 25 AM 7:47

AUDREY ROWLATT  
CLERK

BY

DEPUTY

10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR CARSON CITY**

11 HOME WARRANTY ADMINISTRATOR OF  
12 NEVADA, INC. dba CHOICE HOME  
13 WARRANTY, a Nevada corporation,  
14 Petitioner,

Case No.: 17 OC 00269 1B

Dept. No.: 1

15 vs.

16 STATE OF NEVADA, DEPARTMENT OF  
17 BUSINESS AND INDUSTRY, DIVISION  
18 OF INSURANCE, a Nevada administrative  
agency,

19 Respondents.

20 **ORDER AFFIRMING IN PART, AND MODIFYING IN PART, FINDINGS OF**  
21 **FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING OFFICER, AND**  
22 **FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN THE**  
23 **MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA**  
24 **CHOICE HOME WARRANTY**

24 This matter came on for hearing on November 7, 2019 on Home Warranty  
25 Administrator of Nevada, Inc. dba Choice Home Warranty's ("Petitioner") Petition for Judicial  
26 Review of the Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final  
27 Order of the Commissioner in Administrative Cause 17.0050 ("Administrative Order  
28 17.0050"), filed by the Petitioner on December 22, 2017.

1       **A.     Standard of Review**

2       The standard of review of an administrative decision is codified in NRS 233B.135. It  
3       provides in pertinent parts:

4               ...  
5               2. The final decision of the agency shall be deemed reasonable and  
6               lawful until reversed or set aside in whole or in part by the court. The  
7               burden of proof is on the party attacking or resisting the decision to show  
8               that the final decision is invalid pursuant to subsection 3.

9               3. The court shall not substitute its judgment for that of the agency  
10              as to the weight of evidence on a question of fact. The court may remand or  
11              affirm the final decision or set it aside in whole or in part if substantial  
12              rights of the petitioner have been prejudiced because the final decision of  
13              the agency is:

- 14              (a) In violation of constitutional or statutory provisions;  
15              (b) In excess of the statutory authority of the agency;  
16              (c) Made upon unlawful procedure;  
17              (d) Affected by other error of law;  
18              (e) Clearly erroneous in view of the reliable, probative and substantial  
19              evidence on the whole record; or  
20              (f) Arbitrary or capricious or characterized by abuse of discretion.

21              4. As used in this section, "substantial evidence" means evidence  
22              which a reasonable mind might accept as adequate to support a conclusion.

23       *Id.*

24       When an administrative decision is challenged, the role of the reviewing court is "to  
25       review the evidence presented to the [hearing officer] and ascertain whether [the hearing  
26       officer] acted arbitrarily or capriciously, thus abusing [his or her] discretion." *O'Keefe v. State,*  
27       *Dep't of Motor Vehicles*, 134 Nev. Adv. Op. 92, at \*5, 431 P.3d 350, 353 (2018). "[F]actual  
28       findings will only be overturned if they are not supported by substantial evidence, which, we  
29       have explained, is evidence that a reasonable mind could accept as adequately supporting the  
30       agency's conclusions. *Nassiri v Chiropractic Physicians' Bd.*, 130 Nev.245, 248, 327 P.3d 487,  
31       489 (2014). (citations omitted). "We review issues pertaining to statutory construction de  
32       novo. We nonetheless defer to an agency's interpretation of its governing statutes or  
33       regulations if the interpretation is within the language of the statute." *Dutchess Bus. Servs.*  
34       *v. State, Bd. of Pharm.*, 124 Nev. 701, 709, 191 P.3d 1159, 1165 (2008) (internal citations  
35       omitted).

1 The Court, having considered the pleadings, record, and other documents in the  
2 matter, the law applicable to the issues and the arguments of counsel at the hearing, and  
3 being fully advised finds as follows:

4 **B. Findings of Fact and Conclusions of Law**

5 1. The Findings of Fact and Conclusions of Law in the Administrative Order 17.0050  
6 are hereby AFFIRMED in part, and MODIFIED in part as follows:

7 a. The Hearing Officer's finding of six (6) violations by the Petitioner  
8 of NRS 686A.070 for making false entries of material fact in record or  
9 statement is supported by substantial evidence and is hereby  
10 AFFIRMED.

11 The total fine of \$30,000, at \$5,000 per violation, as allowed under NRS  
12 686A.183(1)(a), is AFFIRMED.

13 b. The Hearing Officer's finding of one violation by the Petitioner of  
14 NRS 690C.320(2) for failure to make its records available to the  
15 Commissioner upon request is supported by substantial evidence and is  
16 hereby AFFIRMED.

17 The fine of \$500, as authorized pursuant to NRS 690C.325(1) is  
18 AFFIRMED,

19 c. The Hearing Officer's finding of 23,889 instances of conducting  
20 business in an unsuitable manner, in violation of NRS 690C.325(1)(b) and  
21 NRS 679B.125(2), by allowing an unregistered entity to issue, sell and  
22 offer for sale service contracts in Nevada is hereby AFFIRMED. The Court  
23 finds that NRS 690C.150 requires anyone, including a service contract  
24 administrator, who wishes to issue, sell, or offer for sale service contracts  
25 in Nevada, to possess a certificate of registration under Chapter 690C of  
26 the NRS.

27 The fine of \$50 for each of the 23,889 violations, is AFFIRMED; however,  
28 the Court finds that the aggregate cap of \$10,000 for violations of a similar

1 nature, codified in NRS 690C.330, applies. The Court hereby MODIFIES  
2 the fine of \$1,194,450 to be capped at \$10,000 total.

3 2. Petitioner interpleaded \$1,224,950 with the County Clerk's Trust Fund pending final  
4 decision of this Court on Petitioner's Petition for Judicial Review pursuant to the Stipulation  
5 and Order for interpleading of Fines Pending Final Decision filed herein on March 15, 2018.  
6 The Clerk of the Court will distribute the total fine of \$40,500 from Petitioner's interpleaded  
7 funds to the Respondent, and refund the remaining balance to Petitioner.

8 3. The Court finds that the doctrine of estoppel does not apply in this case. The Court  
9 finds in favor of the Respondent on this issue.

10 4. The Court finds that Petitioner was not denied due process. Petitioner had received  
11 sufficient notice and opportunity to prepare, and there was no unfair surprise. The Court  
12 finds in favor of the Respondent on this issue.

13 5. The Court further orders that contingent upon Petitioner's compliance with NRS  
14 690C.150 and other requirements of chapter 690C of the NRS, Petitioner's Certificate of  
15 Registration be reinstated. In particular, Petitioner is prohibited from using an  
16 administrator to perform the duties of selling, issuing, or offering for sale service contracts in  
17 Nevada, unless said administrator has been granted a certificate of registration pursuant to  
18 NRS 690C and consistent with this Order.

19 **IT IS SO ORDERED**

20 **DATED** this 25<sup>th</sup> day of November, 2019.

21   
22 \_\_\_\_\_  
DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 **AARON D. FORD**  
25 Attorney General

26 By: 

27 Richard P. Yien (Bar No. 13035)  
Deputy Attorney General  
Joanna N. Grigoriev (Bar No. 5649)  
28 Senior Deputy Attorney General


**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 25 day of November, 2019, I deposited for mailing, postage paid, at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Joanna N. Grigoriev, Esq.  
Senior Deputy Attorney General  
555 E. Washington Ave.  
Las Vegas, NV 89101

Richard P. Yien, Esq.  
Deputy Attorney General  
100 N. Carson Street  
Carson City, NV 89701

Constance L. Akridge, Esq.  
Sydney R. Gambee, Esq.  
Brittany L. Walker, Esq.  
Holland & Hart, LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

  
Chloe McClintick, Esq.  
Law Clerk, Dept. 1

1 AARON D. FORD  
Attorney General  
2 RICHARD PAILI YIEN, Bar No. 13035  
Deputy Attorney General  
3 State of Nevada  
Business and Taxation Division  
4 100 N. Carson Street  
Carson City, NV 89701  
5 P: (775) 684-1129  
F: (775) 684-1156  
6 Email: [ryien@ag.nv.gov](mailto:ryien@ag.nv.gov)

7 *Attorney for the Division of Insurance*

8 IN THE FIRST JUDICIAL DISTRICT COURT OF  
9 THE STATE OF NEVADA IN AND FOR CARSON CITY

10 HOME WARRANTY ADMINISTRATOR OF  
11 NEVADA, INC., DBA CHOICE HOME  
WARRANTY, a Nevada Corporation

12 Petitioner,

13 vs.

14 STATE OF NEVADA, DEPARTMENT OF  
15 BUSINESS AND INDUSTRY-DIVISION OF  
INSURANCE, a Nevada administrative agency,

16 Respondent.

Case No. 17-OC-00269-1B


Dept. No. I

17 NOTICE OF ENTRY OF ORDER

18 Please take notice that the ORDER AFFIRMING IN PART, AND MODIFYING IN  
19 PART, FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING  
20 OFFICER, AND FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN  
21 THE MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA  
22 CHOICE HOME WARRANTY was signed by Judge James T. Russell on November 25,  
23 2019, a conformed copy of which is attached hereto as Exhibit 1.

24 DATED November 26, 2019

25 AARON D. FORD  
Attorney General

26 By:   
27 RICHARD PAILI YIEN  
28 Deputy Attorney General  
*Attorney for the Division of Insurance*

REC'D & FILED

2019 NOV 27 AM 10:43

AUDREY ROWLATT  
CLERK


BY P. O'Keefe  
DEPUTY

CERTIFICATE OF SERVICE

I certify that I am an employee of the Office of the Attorney General, State of Nevada, and that on November 26, 2019, I deposited for mailing in the United States Mail, first-class postage prepaid, at Carson City, Nevada a true and correct copy of the **NOTICE OF ENTRY OF ORDER**, addressed to the following:

Constance L. Akridge, Esq.  
Sydney R. Gambee, Esq.  
Brittany L. Walker, Esq.  
Holland & Hart, LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

DATED November 26, 2019

  
Susan Messina, An Employee of the  
Office of the Attorney General



# EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	NO. OF PAGES (Excluding tabs)
1	Order Affirming In Part, And Modifying In Part, Findings Of Fact, Conclusions Of Law, Order Of The Hearing Officer, And Final Order Of The Commissioner In Cause No. 17.0050 In The Matter Of Home Warranty Administrator Of Nevada, Inc Dba Choice Home Warranty	4

# EXHIBIT 1

# EXHIBIT 1

1 AARON D. FORD  
Attorney General  
2 JOANNA N. GRIGORIEV  
Senior Deputy Attorney General  
3 Nevada Bar No.5649  
555 E. Washington Ave. #3900  
4 Las Vegas, NV 89101  
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5 RICHARD PAILI YIEN  
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Carson City, NV 89701  
8 E-mail: ryien@ag.nv.gov  
*Attorneys for Respondent*  
9 *Nevada Division of Insurance*

REC'D & FILED

2019 NOV 25 AM 7:47

AUDREY ROWLATT  
CLERK

BY

10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR CARSON CITY**

12 HOME WARRANTY ADMINISTRATOR OF  
NEVADA, INC. dba CHOICE HOME  
13 WARRANTY, a Nevada corporation,  
14 Petitioner,

Case No.: 17 OC 00269 1B

Dept. No.: 1

15 vs.

16 STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY, DIVISION  
17 OF INSURANCE, a Nevada administrative  
18 agency,

19 Respondents.

20 **ORDER AFFIRMING IN PART, AND MODIFYING IN PART, FINDINGS OF**  
21 **FACT, CONCLUSIONS OF LAW, ORDER OF THE HEARING OFFICER, AND**  
22 **FINAL ORDER OF THE COMMISSIONER IN CAUSE NO. 17.0050 IN THE**  
23 **MATTER OF HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA**  
**CHOICE HOME WARRANTY**

24 This matter came on for hearing on November 7, 2019 on Home Warranty  
25 Administrator of Nevada, Inc. dba Choice Home Warranty's ("Petitioner") Petition for Judicial  
26 Review of the Findings of Fact, Conclusions of Law, Order of the Hearing Officer, and Final  
27 Order of the Commissioner in Administrative Cause 17.0050 ("Administrative Order  
28 17.0050"), filed by the Petitioner on December 22, 2017.

1           A.     Standard of Review

2           The standard of review of an administrative decision is codified in NRS 233B.135. It  
3           provides in pertinent parts:

4           ...  
5           2.   The final decision of the agency shall be deemed reasonable and  
6           lawful until reversed or set aside in whole or in part by the court. The  
7           burden of proof is on the party attacking or resisting the decision to show  
8           that the final decision is invalid pursuant to subsection 3.

9           3.   The court shall not substitute its judgment for that of the agency  
10          as to the weight of evidence on a question of fact. The court may remand or  
11          affirm the final decision or set it aside in whole or in part if substantial  
12          rights of the petitioner have been prejudiced because the final decision of  
13          the agency is:

- 14           (a) In violation of constitutional or statutory provisions;  
15           (b) In excess of the statutory authority of the agency;  
16           (c) Made upon unlawful procedure;  
17           (d) Affected by other error of law;  
18           (e) Clearly erroneous in view of the reliable, probative and substantial  
19           evidence on the whole record; or  
20           (f) Arbitrary or capricious or characterized by abuse of discretion.

21          4.   As used in this section, "substantial evidence" means evidence  
22          which a reasonable mind might accept as adequate to support a conclusion.

23        *Id.*

24          When an administrative decision is challenged, the role of the reviewing court is "to  
25          review the evidence presented to the [hearing officer] and ascertain whether [the hearing  
26          officer] acted arbitrarily or capriciously, thus abusing [his or her] discretion." *O'Keefe v. State,*  
27          *Dep't of Motor Vehicles*, 134 Nev. Adv. Op. 92, at \*5, 431 P.3d 350, 353 (2018). "[F]actual  
28          findings will only be overturned if they are not supported by substantial evidence, which, we  
29          have explained, is evidence that a reasonable mind could accept as adequately supporting the  
30          agency's conclusions. *Nassiri v Chiropractic Physicians' Bd.*, 130 Nev.245, 248, 327 P.3d 487,  
31          489 (2014). (citations omitted). "We review issues pertaining to statutory construction de  
32          novo. We nonetheless defer to an agency's interpretation of its governing statutes or  
33          regulations if the interpretation is within the language of the statute." *Dutchess Bus. Servs.*  
34          *v. State, Bd. of Pharm.*, 124 Nev. 701, 709, 191 P.3d 1159, 1165 (2008) (internal citations  
35          omitted).

1 The Court, having considered the pleadings, record, and other documents in the  
2 matter, the law applicable to the issues and the arguments of counsel at the hearing, and  
3 being fully advised finds as follows:

4 **B. Findings of Fact and Conclusions of Law**

5 1. The Findings of Fact and Conclusions of Law in the Administrative Order 17.0050  
6 are hereby AFFIRMED in part, and MODIFIED in part as follows:

7 a. The Hearing Officer's finding of six (6) violations by the Petitioner  
8 of NRS 686A.070 for making false entries of material fact in record or  
9 statement is supported by substantial evidence and is hereby  
10 AFFIRMED.

11 The total fine of \$30,000, at \$5,000 per violation, as allowed under NRS  
12 686A.183(1)(a), is AFFIRMED.

13 b. The Hearing Officer's finding of one violation by the Petitioner of  
14 NRS 690C.320(2) for failure to make its records available to the  
15 Commissioner upon request is supported by substantial evidence and is  
16 hereby AFFIRMED.

17 The fine of \$500, as authorized pursuant to NRS 690C.325(1) is  
18 AFFIRMED,

19 c. The Hearing Officer's finding of 23,889 instances of conducting  
20 business in an unsuitable manner, in violation of NRS 690C.325(1)(b) and  
21 NRS 679B.125(2), by allowing an unregistered entity to issue, sell and  
22 offer for sale service contracts in Nevada is hereby AFFIRMED. The Court  
23 finds that NRS 690C.150 requires anyone, including a service contract  
24 administrator, who wishes to issue, sell, or offer for sale service contracts  
25 in Nevada, to possess a certificate of registration under Chapter 690C of  
26 the NRS.

27 The fine of \$50 for each of the 23,889 violations, is AFFIRMED; however,  
28 the Court finds that the aggregate cap of \$10,000 for violations of a similar

1 nature, codified in NRS 690C.330, applies. The Court hereby MODIFIES  
2 the fine of \$1,194,450 to be capped at \$10,000 total.

3 2. Petitioner interpleaded \$1,224,950 with the County Clerk's Trust Fund pending final  
4 decision of this Court on Petitioner's Petition for Judicial Review pursuant to the Stipulation  
5 and Order for interpleading of Fines Pending Final Decision filed herein on March 15, 2018.  
6 The Clerk of the Court will distribute the total fine of \$40,500 from Petitioner's interpleaded  
7 funds to the Respondent, and refund the remaining balance to Petitioner.

8 3. The Court finds that the doctrine of estoppel does not apply in this case. The Court  
9 finds in favor of the Respondent on this issue.

10 4. The Court finds that Petitioner was not denied due process. Petitioner had received  
11 sufficient notice and opportunity to prepare, and there was no unfair surprise. The Court  
12 finds in favor of the Respondent on this issue.

13 5. The Court further orders that contingent upon Petitioner's compliance with NRS  
14 690C.150 and other requirements of chapter 690C of the NRS, Petitioner's Certificate of  
15 Registration be reinstated. In particular, Petitioner is prohibited from using an  
16 administrator to perform the duties of selling, issuing, or offering for sale service contracts in  
17 Nevada, unless said administrator has been granted a certificate of registration pursuant to  
18 NRS 690C and consistent with this Order.

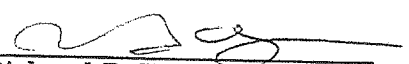
19 IT IS SO ORDERED

20 DATED this 25<sup>th</sup> day of November, 2019.

21  
22   
DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 AARON D. FORD  
25 Attorney General

26 By:   
27 Richard P. Yien (Bar No. 13035)  
28 Deputy Attorney General  
Joanna N. Grigoriev (Bar No. 5649)  
Senior Deputy Attorney General


**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 25 day of November, 2019, I deposited for mailing, postage paid, at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Joanna N. Grigoriev, Esq.  
Senior Deputy Attorney General  
555 E. Washington Ave.  
Las Vegas, NV 89101

Richard P. Yien, Esq.  
Deputy Attorney General  
100 N. Carson Street  
Carson City, NV 89701

Constance L. Akridge, Esq.  
Sydney R. Gambee, Esq.  
Brittany L. Walker, Esq.  
Holland & Hart, LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

  
Chloe McClintick, Esq.  
Law Clerk, Dept. 1

**FIRST JUDICIAL DISTRICT COURT MINUTES**

CASE NO. 17 OC 00269 1B

TITLE: HOME WARRANTY ADMINISTRATOR  
OF NEVADA, INC. DBA CHOICE HOME  
WARRANT, A NEVADA CORPORATION  
VS STATE OF NEVADA, DEPARTMENT  
OF BUSINESS AND INDUSTRY,  
DIVISION OF INSURANCE, A NEVADA  
ADMINISTRATIVE AGENCY

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12/04/19 – DEPT. I – HONORABLE JAMES T. RUSSELL  
J. Harkleroad, Clerk – Not Reported

**MINUTE ORDER**

**COURT ORDERED:** Pursuant to the attached e-mail, the Clerk is directed to return the fine monies received by Brownstein Hyatt Farber Schreck, LLP directly to the Petitioner or its current counsel of record.

---



## Julie Harkleroad

---

**From:** Chance, Travis F. <tchance@bhfs.com>  
**Sent:** Tuesday, December 3, 2019 4:18 PM  
**To:** Julie Harkleroad  
**Cc:** Lenhard, Kirk B.  
**Subject:** In re Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty - Return of Fines

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Ms. Harkleroad,

I have confirmed that the fine monies were received by us directly from the client. Thus, we consent to the monies being disbursed either to the client directly or to its current counsel of record, instead of our firm.

Please feel free to contact me with any further questions.

Thanks,

**Travis F. Chance**  
Brownstein Hyatt Farber Schreck, LLP  
100 North City Parkway, Suite 1600  
Las Vegas, NV 89106  
702.464.7096 tel  
[tchance@bhfs.com](mailto:tchance@bhfs.com)

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## FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 17 OC 00269 1B

TITLE: HOME WARRANTY ADMINISTRATION  
OF NEVADA, INC. dba CHOICE HOME  
WARRANTY, a Nevada corporation VS  
STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY-DIVISION  
OF INSURANCE, a Nevada administrative  
agency

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11/07/19 – DEPT. I – HONORABLE JAMES T. RUSSELL  
C. Franz, Clerk – Not Reported

### ORAL ARGUMENT ON PETITION FOR JUDICIAL REVIEW

Present: Constance Akridge and Sydney Gambia, counsel for Petitioner; Richard Yien Deputy Attorney General, counsel for Respondent.

Statements were made by Court. Counsel stated arguments.

**COURT ORDERED:** It affirms in part and modifies in part in accordance with order to be filed herein.

Ye in to prepare order.

Further statements were made by Court and counsel.

The Court minutes as stated above are a summary of the proceeding and are not a verbatim record. The hearing held on the above date was recorded on the Court's recording system.

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FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 17 OC 00269 1B

TITLE: HOME WARRANTY ADMINISTRATION  
OF NEVADA, INC. dba CHOICE HOME  
WARRANTY, a Nevada corporation VS  
STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY-DIVISION  
OF INSURANCE, a Nevada administrative  
agency

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08/06/18 – DEPT. I – HONORABLE JAMES T. RUSSELL  
J. Higgins, Clerk – Not Reported

MOTION FOR LEAVE TO PRESENT ADDITIONAL EVIDENCE

Present: Kirk Lenhard, counsel for Petitioner; Richard Yien, Deputy A.G.

Statements were made by Court.

Counsel argued Motion.

**COURT ORDERED:** It grants the motion on the following basis. On the limited basis for the hearing officer to review those documents, KK, LL and MM. It wants the hearing officer to review those documents and determine whether or not they would have had any impact of any nature or kind in respect to the decision being rendered by the hearing officer and have the ability to review and alter or amend the decision rendered based upon that, or supply this court an indication that they had no bearing and made no impact at all in the decision.

The Court minutes as stated above are a summary of the proceeding and are not a verbatim record. The hearing held on the above date was recorded on the Court's recording system.

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## DISTRICT COURT CIVIL COVER SHEET

Carson City County, Nevada  
 Case No. 170C0026910  
 (Assigned by Clerk's Office)

REC'D &amp; FILED

2017 DEC 22 PM 4:27

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

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Home Warranty Administrator of Nevada, Inc. dba Choice Home Warranty, a Nevada corporation,	State of Nevada, Department of Business and Industry - Division of Insurance, a Nevada administrative agency
Attorney (name/address/phone):	Attorney (name/address/phone):
Kirk B. Lenhard, Esq., Travis F. Chance, Esq., Mackenzie Warren, Esq. Brownstein Hyatt Farber Schreck, LLP - 100 N. City Parkway Suite 1600, Las Vegas, NV 89106 (702) 382-2101	

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

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Foreclosure Mediation Assistance <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Surviving Spouse <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Greater than \$300,000 <input type="checkbox"/> \$200,000-\$300,000 <input type="checkbox"/> \$100,001-\$199,999 <input type="checkbox"/> \$25,001-\$100,000 <input type="checkbox"/> \$20,001-\$25,000 <input type="checkbox"/> \$2,501-\$20,000 <input type="checkbox"/> \$2,500 or less	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input checked="" type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

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

12/21/2017

Date

Signature of initiating party or representative

See other side for family-related case filings.