

JAMES J. DONELON, COMMISSIONER	:	SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF	:	
LOUISIANA, IN HIS CAPACITY AS	:	
REHABILITATOR OF LOUISIANA	:	19 <sup>TH</sup> JUDICIAL DISTRICT COURT
HEALTH COOPERATIVE, INC.	:	
	:	
versus	:	PARISH OF EAST BATON ROUGE
	:	
TERRY S. SHILLING, <i>ET AL.</i>	:	STATE OF LOUISIANA

**PLAINTIFF'S RESPONSE TO MILLIMAN'S REQUESTS FOR PRODUCTION  
REGARDING POST-RECEIVERSHIP DOCUMENTS**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, James J. Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. ("LAHC"), through his duly appointed Receiver, Billy Bostick ("Plaintiff"), who, responds to the ORDER submitted to this Court on July 10, 2020, following the June 29<sup>th</sup> Zoom hearing,<sup>1</sup> *inter alia*, directing the Receiver to:

respond to the discovery requests propounded by GRI and Milliman regarding these post-receivership documents, materials, and reports; in the event the Receiver determines that a Court Order is required to allow him to produce the requested documents from the Rehabilitation Action in this action, he shall advise Defendants and this Court in writing no later than July 31, 2020; and, if necessary and upon motion of any party, this Court shall set any dispute that cannot be amicably resolved for hearing at a later date

and (2) the ORDER submitted to this Court on July 30, 2020, following the July 16<sup>th</sup> Zoom status conference,<sup>2</sup> *inter alia*, providing that "if Plaintiff contends that an applicable statute, rule, order or other law precludes the Receiver from producing responsive documents filed in the Rehabilitation Action, Plaintiff shall provide a descriptive log of all such documents to the Court for *in camera* review and state the legal basis for Plaintiff's position, no later than July 31, 2020."

In compliance with these Order, Plaintiff not responds to Milliman, Inc.'s ("Milliman") these responses to Milliman's Requests for Production of Documents Nos. 12, 32, 33, and 34 as follows:

**REQUEST FOR PRODUCTION NO. 12:**

All Documents and Communications by and between LAHC and any employee, agent or other representative of the Louisiana Department of Insurance. This request includes Communications sent directly to or from LAHC or on LAHC's behalf.

<sup>1</sup> As of the time of this filing, an electronic copy of this ORDER is not yet available on the 19<sup>th</sup> JDC's electronic database. For purposes of this filing, we presume that the proposed ORDER was signed.

<sup>2</sup> As of the time of this filing, an electronic copy of this ORDER is not yet available on the 19<sup>th</sup> JDC's electronic database. For purposes of this filing, we presume that the proposed ORDER was signed.



**RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

Plaintiff objects to this request on the grounds that it seeks information that is irrelevant and not likely to lead to the discovery of admissible information. Plaintiff in this matter is the Receiver of LAHC, not LDI or the Commissioner of Insurance in his capacity as regulator. Plaintiff was appointed as the representative of LAHC by order of the Receivership Action court. Put simply, Plaintiff is not a representative of LDI in this litigation. Furthermore, Plaintiff was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. "The receiver appointed by a court of this state for a domestic insurer is the proper plaintiff to sue to enforce a right of the domestic insurer, or of its receiver." La. C.C.P. art. 693. Moreover, there is no cause of action against the Receiver, Commissioner Donelon, LDI, its employees or agents and these entities have no liability for any action taken by them in the performance of their powers and duties under the Louisiana Insurance Code. La. R.S. 22:2043.1. More importantly, "no action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver." *Id.* See also, *Wooley v. Lucksinger*, 61 So.3d at 132-33 (footnotes omitted) citing *Meyers v. Moody*, 693 F.2d 1196, 1210 n. 11 (5th Cir.1982), cert. denied, 464 U.S. 920, 104 S.Ct. 287, 78 L.Ed.2d 264 (1983); *A-1 Nursery Registry Inc. v. United Teacher Associates Insurance Company*, 96-488 (La. App 3d Cir. 11/6/96), 682 So. 2d 929, 931-32. To the extent that LAHC communicated with anyone pre-Receivership regarding the topics listed by Defendant, that information is discernable through ongoing, coordinated ESI discovery and depositions of witnesses with personal knowledge.

**SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION NO. 32:**

All reports filed by the Receiver and/or Rehabilitator in the Rehabilitation Action, including, but not limited to, status reports, financial reports, and documents reflecting claims made against LAHC's estate, outstanding amounts allegedly owed to/by LAHC, amounts recovered or collected by the Receiver and/or Rehabilitator, settlements entered into by the Receiver and/or Rehabilitator, and payments made to attorneys by the Receiver and/or Rehabilitator.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

The Receiver objects to this request as vague and ambiguous. The term “Rehabilitator” is not defined by Milliman. The Receiver’s answers to this request are made after concluding that “Rehabilitator” and “Receiver” are intended as synonymous terms and do not refer to the Louisiana Department of Insurance or Commissioner Donelon. To aid the response to this request, the Receiver provides the Exhibit A, Excel Spreadsheet identifying the date and caption of all documents filed in the Receivership Action.

All documents filed in the Receivership Action record are public record, except for those filings that the Court has ordered be filed under seal or deemed confidential. For example, the December 3, 2015 docket entry for “Motion and Order” reflects an Order that all invoices associated with legal or contract services provided to the Receiver are confidential and are to be filed under seal. Thus, a Receivership Court (Honorable Judge Richard “Chip” Moore) order protects sealed information from disclosure, and the Receiver will not produce any document filed under seal without (1) an order from this Court (Honorable Judge Timothy Kelley) deeming them relevant and discoverable; and (2) an order from the Receivership Court that allows them to be produced.

These invoices submitted by counsel in the Receivership Action, by the Receiver, and by other vendors and consultants hired by the Receiver, contain privileged and confidential attorney work product, and in general, reflect the strategy, analysis, and thinking of the Receiver and his agents regarding the work that they perform in administering LAHC in rehabilitation and in litigation, including this litigation. Each Motion and Order for payment of those invoices, however, identifies the amount of payment requested, the identity of the payee, are all authorized by the Receivership Court, and this information is not shielded from public viewing. See Exhibit A, Excel Spreadsheet attached hereto. All other documents are public record and can be viewed at no charge in the record. For clarity, unless the Receivership Action court otherwise ordered documents sealed, Receivership Action filings are publicly available records, including any settlements approved by that Court.

On October 21, 2019, (No. 218 on Excel spreadsheet attached) the Receivership Action court ordered LAHC to provide periodic updates on LAHC’s progress in making payments to LAHC providers in the LAHC Settlement Plan. Attached hereto are the two status reports marked

“CONFIDENTIAL,” dated May 7, 2020 [Exhibit 22], and June 9, 2020 [Exhibit 23], sent to the Receivership Court in compliance with that Order by counsel, Sue Buser, but which were not filed into the Receivership Court record.

**REQUEST FOR PRODUCTION NO. 33:**

Documents filed in the Rehabilitation Action concerning claims made by any department, agency, division, office, or other representative of the United States government (the “Federal Government”), including but not limited to any proofs of claim submitted by or on behalf of the Federal Government.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

See (1) the 2019 Motion and Memorandum in support, along with attached exhibits, for Authority to Enter Into Release Agreement With the USA, For Release of Certain Federal Claims, and for Authority to Notify the USA of the Closing of the LAHC Estate for the Purpose of Providing an Opportunity for Inspection and Copying of the LAHC Docs, Books, and Records Prior to their Destruction and/or to Request Written Authorization from the US Prior to Destruction of the LAHC Records as Required in the Release Agreement and related order and (2) the attached 2016 Motion for Authority to Act with Respect to Federal Waiver and to Approve Procedures and Process for Determination of LAHC Claims and Possible Distribution both of which are attached as Exhibit 21 *in globo* to the Receiver’s Report Regarding the Status of Risk Corridor Payments filed with the Litigation Court on July 31, 2020.

**REQUEST FOR PRODUCTION NO. 34:**

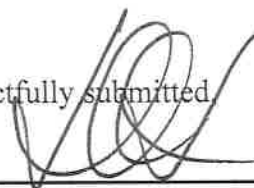
Documents filed in the Rehabilitation Action concerning claims made by or on behalf of LAHC against the Federal Government, including but not limited to documents concerning Health Republic Ins. Co. v. United States, No. 1:16-cv-00259-MMS (Fed. Cl.).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

Plaintiff objects to this request on the grounds that the phrase “documents concerning Health Republic Ins. Co. v. United States, No. 1:16-cv-00259-MMS (Fed. Cl.)” is vague and ambiguous. Without waiving his objection, see (1) the 2019 Motion and Memorandum in support, along with attached exhibits, for Authority to Enter Into Release Agreement With the USA, For Release of Certain Federal Claims, and for Authority to Notify the USA of the Closing of the LAHC Estate for the Purpose of Providing an Opportunity for Inspection and Copying of the

LAHC Docs, Books, and Records Prior to their Destruction and/or to Request Written Authorization from the US Prior to Destruction of the LAHC Records as Required in the Release Agreement and related order and (2) the attached 2016 Motion for Authority to Act with Respect to Federal Waiver and to Approve Procedures and Process for Determination of LAHC Claims and Possible Distribution both of which are attached as Exhibit 21 *in globo* to the Receiver's Report Regarding the Status of Risk Corridor Payments filed with the Litigation Court on July 31, 2020.

Respectfully submitted



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J. E. Cullens, Jr., T.A., La. Bar #23011  
Edward J. Walters, Jr., La. Bar #13214  
Darrel J. Papillion, La. Bar #23243  
Andrée M. Cullens, La. Bar #23212  
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12345 Perkins Road, Bldg One  
Baton Rouge, LA 70810  
Phone: (225) 236-3636  
Email: [cullens@lawbr.net](mailto:cullens@lawbr.net)

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing has been furnished via e-mail and U.S.

Mail, postage prepaid, and via e-mail to all counsel of record as follows:

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Michael W. McKay  
Stone Pigman  
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Robert B. Bieck, Jr.  
Jones Walker LLP  
201 St. Charles Avenue  
49th Floor  
New Orleans, LA 70170

Baton Rouge, Louisiana this 31st day of July, 2020.

  
\_\_\_\_\_  
J. E. Cullens, Jr.

JAMES J. DONELON, COMMISSIONER	:	SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF	:	
LOUISIANA, IN HIS CAPACITY AS	:	
REHABILITATOR OF LOUISIANA	:	19 <sup>TH</sup> JUDICIAL DISTRICT COURT
HEALTH COOPERATIVE, INC.	:	
	:	
versus	:	PARISH OF EAST BATON ROUGE
	:	
TERRY S. SHILLING, <i>ET AL.</i>	:	STATE OF LOUISIANA

**PLAINTIFF’S RESPONSE TO GRI’S POST-RECEIVERSHIP  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, James J. Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. (“LAHC”), through his duly appointed Receiver, Billy Bostick (“Plaintiff”), who, in response to the ORDER submitted to the above-captioned Court on July 10, 2020, following the June 29<sup>th</sup> Zoom hearing,<sup>1</sup> *inter alia*, directing the Receiver to

respond to the discovery requests propounded by GRI and Milliman regarding these post-receivership documents, materials, and reports; in the event the Receiver determines that a Court Order is required to allow him to produce the requested documents from the Rehabilitation Action in this action, he shall advise Defendants and this Court in writing no later than July 31, 2020; and, if necessary and upon motion of any party, this Court shall set any dispute that cannot be amicably resolved for hearing at a later date”

and the ORDER submitted to the above-captioned Court on July 30, 2020, following the July 16<sup>th</sup> Zoom status conference,<sup>2</sup> providing, *inter alia*, that “if Plaintiff contends that an applicable statute, rule, order or other law precludes the Receiver from producing responsive documents filed in the Rehabilitation Action, Plaintiff shall provide a descriptive log of all such documents to the Court for *in camera* review and state the legal basis for Plaintiff’s position, no later than July 31, 2020,” provides the following responses to Group Resources Incorporated’s (“GRI”) First Set of Interrogatories and Requests for Production of Documents seeking post-receivership information and documents as follows:

**INTERROGATORIES**

**INTERROGATORY NO. 5:**

Please describe the terms of the compensation that the Receiver has received and/or is to receive in connection with his work relating to LAHC.

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<sup>1</sup> As of the time of this filing, an electronic copy of this ORDER is not yet available on the 19<sup>th</sup> JDC’s electronic database. For purposes of this filing, we presume that the proposed ORDER was signed.

<sup>2</sup> As of the time of this filing, an electronic copy of this ORDER is not yet available on the 19<sup>th</sup> JDC’s electronic database. For purposes of this filing, we presume that the proposed ORDER was signed.

**RESPONSE TO INTERROGATORY NO. 5:**

Plaintiff objects to this interrogatory on the grounds that the information requested is irrelevant and unlikely to lead to the discovery of admissible evidence. Plaintiff also asserts that this interrogatory is made for harassment purposes and to mount an impermissible collateral attack on multiple court-orders in the Receivership Action. See the October 5, 2015, Motion and Order with attachments to approve retaining the Receiver filed and approved in the Receivership Action [Exhibit A, Excel Spreadsheet Nos. 13,14], the December 3, 2015 Motion and Order [Exhibit A, Excel Spreadsheet Nos. 28, 29] that all invoices associated with legal or contract services related to the Receiver are confidential and to be filed under seal approved in the Receivership Action, and the multiple Motions and Orders [Exhibit A, multiple Excel Spreadsheet entries] to pay the Receiver's invoices filed and approved in the Receivership Action. With the exception of the invoices, none of this information is shielded from public viewing. All of these Motions and Orders are public record and can be viewed by Defendants. Each Motion and Order for payment of those invoices, however, identifies the amount of payment requested, the identity of the payee, are all authorized by the Receivership Court, and this information is not shielded from public viewing. See Exhibit A, Excel Spreadsheet attached hereto. Thus, a Receivership Court (Honorable Judge Richard "Chip" Moore) order protects the invoices from disclosure and the Receiver will not produce any document filed under seal without (1) an order from this Court (Honorable Judge Timothy Kelley) deeming them relevant and discoverable; and (2) an order from the Receivership Court that allows them to be produced. Furthermore, to clarify the nature and scope of the compensatory damages being sought by the Receiver herein, Plaintiff has filed a Motion and Order to Amend his petition by voluntarily dismissing any claim he may have had for attorney's fees and/or administrative expenses incurred in or related to the Receivership Action.

**REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION NO. 10:**

Please produce any and all documents reflecting communications between Beam and Plaintiff (or any other representative of the Louisiana Department of Insurance) or the Receiver.



**RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

Plaintiff objects to this request on the grounds that it is vague and ambiguous and seeks information that is irrelevant and not likely to lead to the discovery of admissible information. To the extent that LAHC communicated with anyone pre-Receivership regarding the topics listed by Defendant, that information is discernable through ongoing, coordinated ESI discovery and depositions of witnesses with personal knowledge. To the extent that Defendant's request seeks post-Receivership documents and information. Finally, the acts of the Receiver, its employees or agents are irrelevant and immaterial in accordance with La. R.S. 22:2043.1. Plaintiff further objects to the extent that this request seeks settlement communications which not admissible pursuant to La. C.E. art. 408(a) because any related communications are unlikely to lead to the discovery of admissible information. Plaintiff states the Receivership Court approved the settlement with Beam, which agreement is part of the public record of that suit. [See, Exhibit A, Excel Spreadsheet]. Finally, the Receiver asserts that this request is done for harassment purposes and to mount an impermissible collateral attack on a court-order in the Receivership Action.

**REQUEST FOR PRODUCTION NO. 11:**

Please produce any and all documents reflecting communications between LAHC and Plaintiff (or any other representative of the Louisiana Department of Insurance).

**RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

Please see objections and response to Request for Production No.1, *supra*.

**REQUEST FOR PRODUCTION NO. 19:**

Please produce any and all documents reflecting communications between CGI and Plaintiff or the Receiver.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

Plaintiff objects to this request on the grounds that it is vague and ambiguous and seeks information that is irrelevant and not likely to lead to the discovery of admissible information. To the extent that LAHC communicated with anyone pre-Receivership regarding the topics listed by Defendant, that information is discernable through ongoing, coordinated ESI discovery and depositions of witnesses with personal knowledge. Furthermore, Plaintiff was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. To the extent that Defendant's request seeks post-Receivership documents and information, Plaintiff objects to this request on the grounds that it seeks information that is

irrelevant and not likely to lead to the discovery of admissible information. There is no cause of action against the Receiver and he has no liability for any action taken by him in the performance of his powers and duties under the Louisiana Insurance Code. La. R.S. 22:2043.1. Plaintiff further objects to the extent that this request seeks settlement communications which are not admissible pursuant to La. C.E. art. 408(a) because any related communications are unlikely to lead to the discovery of admissible information. Finally, the Receiver asserts that this request is done for harassment purposes and to mount an impermissible collateral attack on a court-order in the Receivership Action. Plaintiff states that LDI submitted and received approval from the Receivership Court to settle with CGI, which agreement is part of the public record of that suit. [See, Exhibit A, Excel Spreadsheet].

**REQUEST FOR PRODUCTION NO. 21:**

Please produce any and all documents that reflect communications to, from or among Representatives of LAHC regarding the possible replacement of CGI as TPA for LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

Plaintiff objects to this request on the grounds that it is vague and ambiguous. To the extent that LAHC communicated with anyone pre-Receivership regarding the topics listed by Defendant, that information is discernable through ongoing, coordinated ESI discovery and depositions of witnesses with personal knowledge. Furthermore, Plaintiff was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. To the extent that Defendant's request seeks post-Receivership documents and information, Plaintiff objects to this request on the grounds that it seeks information that is irrelevant and not likely to lead to the discovery of admissible information. Plaintiff was appointed as the representative of LAHC by order of the Receivership Action court but was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. Moreover, there is no cause of action against the Receiver, and he has no liability for any action taken by them in the performance of his powers and duties under the Louisiana Insurance Code. La. R.S. 22:2043.1.

**REQUEST FOR PRODUCTION NO. 25:**

Please produce any and all documents reflecting communications to, from or among Plaintiff (or any other representative of the Louisiana Department of Insurance) and/or the Receiver discussing or mentioning GRI in its capacity as TPA for LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

Plaintiff objects to this request on the grounds that it is vague and ambiguous. To the extent that LAHC communicated with anyone pre-Receivership regarding the topics listed by Defendant, that information is discernable through ongoing, coordinated ESI discovery and depositions of witnesses with personal knowledge. Furthermore, Plaintiff was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. To the extent that Defendant's request seeks post-Receivership documents and information, Plaintiff objects to this request on the grounds that it seeks information that is irrelevant and not likely to lead to the discovery of admissible information. Plaintiff was appointed as the representative of LAHC by order of the Receivership Action court, but was neither personally involved with nor has any personal knowledge of what LDI or LAHC did or did not do prior to Receivership. Moreover, there is no cause of action against the Receiver, and he has no liability for any action taken by them in the performance of his powers and duties under the Louisiana Insurance Code. La. R.S. 22:2043.1.

**REQUEST FOR PRODUCTION NO. 29:**

Please produce any and all reports created by the Receiver during the rehabilitation proceedings relating to LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

To aid the response to this request, the Receiver provides the Exhibit A, Excel Spreadsheet identifying the date and caption of all documents filed by counsel in the Receivership Action.

All documents filed in the Receivership Action record are public record, except for those filings that the Court has ordered be filed under seal or deemed confidential. For example, the December 3, 2015 docket entry for "Motion and Order" reflects an Order that all invoices associated with legal or contract services provided to the Receiver are confidential and to be filed under seal. Thus, a Receivership Court (Honorable Judge Richard "Chip" Moore) order protects this information from disclosure and the Receiver will not produce any document filed under seal without 1) an order from this Court (Honorable Judge Timothy Kelley) deeming them relevant and discoverable; and 2) an order from the Receivership Court that allows them to be produced.

These invoices submitted by counsel in the Receivership Action, by the Receiver, and by other vendors and consultants hired by the Receiver, contain privileged and confidential attorney work product, and in general, reflect the strategy, analysis, and thinking of the Receiver and his

agents regarding the work that they perform in administering LAHC in rehabilitation and in litigation, including this litigation. Each Motion and Order for payment of those invoices, however, identifies the amount of payment requested, the identity of the payee, are all authorized by the Receivership Court, and this information is not shielded from public viewing. See Exhibit A, Excel Spreadsheet attached hereto. All other documents are public record and can be viewed at no charge in the record. For clarity, unless the Receivership Action court otherwise ordered documents sealed, Receivership Action filings are publicly available records, including any settlements approved by that Court.

On October 21, 2019, (No. 218 on Excel spreadsheet attached) the Receivership Action court ordered LAHC to provide periodic updates on LAHC's progress in making payments to LAHC providers in the LAHC Settlement Plan. Attached hereto are the two status reports marked "CONFIDENTIAL," dated May 7, 2020 [Exhibit 22], and June 9, 2020 [Exhibit 23], sent to the Receivership Court in compliance with that Order by counsel, Sue Buser, but which were not filed into the Receivership Court record.

**REQUEST FOR PRODUCTION NO. 30:**

Please produce any and all contracts between Plaintiff (or the Louisiana Department of Insurance) and the Receiver relating to LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

Plaintiff objects to this request on the grounds that the documents requested are irrelevant and unlikely to lead to the discovery of admissible evidence. Further, Plaintiff asserts that this request is impermissibly made for harassment purposes and to mount an impermissible collateral attack on a court-order in the Receivership Action. On October 5, 2015, two Motions and Orders with attachments [Exhibit A, Spreadsheet Nos. 13-16] to approve retaining the Receiver and attorney Sue Buser on the terms and conditions set forth in their contracts, including the obligation not to produce any information without LDI approval were filed and subsequently approved in the Receivership Action. Their contracts are *not* shielded from public viewing. See column marked "Sealed Docs" of the Exhibit A, Excel Spreadsheet. All other documents are public record, including these contracts, and can be viewed by Defendants. Furthermore, to clarify the nature and scope of the compensatory damages being sought by the Receiver herein, Plaintiff has filed a Motion and Order to Amend his petition by voluntarily dismissing any claim he may have had for attorney's fees and/or administrative expenses incurred in or related to the Receivership Action.

Moreover, Plaintiff in this matter is the Receiver of LAHC, and there is no contract between the Receiver and LAHC. Finally, Plaintiff in this matter is the Receiver of LAHC, not LDI or the Commissioner of Insurance in his capacity as regulator. Plaintiff was appointed as the representative of LAHC by order of the Receivership Court. Put simply, Plaintiff is not a representative of LDI in this litigation. “The receiver appointed by a court of this state for a domestic insurer is the proper plaintiff to sue to enforce a right of the domestic insurer, or of its receiver.” La. C.C.P. art. 693. Moreover, there is no cause of action against the Receiver, Commissioner Donelon, LDI, its employees or agents and these entities have no liability for any action taken by them in the performance of their powers and duties under the Louisiana Insurance Code. La. R.S. 22:2043.1. More importantly, “no action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.” *Id.* See also, *Wooley v. Lucksinger*, 61 So.3d at 132-33 (footnotes omitted) citing *Meyers v. Moody*, 693 F.2d 1196, 1210 n. 11 (5th Cir.1982), cert. denied, 464 U.S. 920, 104 S.Ct. 287, 78 L.Ed.2d 264 (1983); *A-1 Nursery Registry Inc. v. United Teacher Associates Insurance Company*, 96-488 (La. App 3d Cir. 11/6/96), 682 So. 2d 929, 931-32.

**REQUEST FOR PRODUCTION NO. 31:**

Please produce any documents describing the basis on which the Receiver is to be compensated for his work relating to LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

Plaintiff objects to this request on the grounds that the documents requested are irrelevant and unlikely to lead to the discovery of admissible evidence. Plaintiff also asserts that this request is impermissibly made for harassment purposes and to mount an impermissible collateral attack on multiple court-orders in the Receivership Action. See the October 5, 2015, Motion and Order with attachments to approve retaining the Receiver filed and approved in the Receivership Action [Exhibit A, Excel Spreadsheet Nos. 13,14], the December 3, 2015 Motion and Order [Exhibit A, Excel Spreadsheet Nos. 28, 29] that all invoices associated with legal or contract services related to the Receiver are confidential and to be filed under seal approved in the Receivership Acton, and the multiple Motions and Orders [Exhibit A, multiple Excel Spreadsheet entries] to pay the Receiver’s invoices filed and approved in the Receivership Action. With the exception of the invoices, none of this information is shielded from public viewing. All of these Motions and Orders are public record and can be viewed by Defendants. Thus, a Receivership Court

(Honorable Judge Richard “Chip” Moore) order protects these invoices from disclosure and the Receiver will not produce any document filed under seal without 1) an order from this Court (Honorable Judge Timothy Kelley) deeming them relevant and discoverable; and 2) an order from the Receivership Court that allows them to be produced. Furthermore, to clarify the nature and scope of the compensatory damages being sought by the Receiver herein, Plaintiff has filed a Motion and Order to Amend his petition by voluntarily dismissing any claim he may have had for attorney’s fees and/or administrative expenses incurred in or related to the Receivership Action.

**REQUEST FOR PRODUCTION NO. 32:**

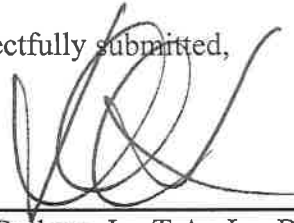
Please produce any and all documents evidencing payments made to the receiver for his work relating to LAHC.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

Plaintiff objects to this request on the grounds that the documents requested are irrelevant and unlikely to lead to the discovery of admissible evidence. Plaintiff also asserts that this request is impermissibly made for harassment purposes and to mount an impermissible collateral attack on multiple court-orders in the Receivership Action. The December 3, 2015 Motion and Order [Exhibit A, Excel Spreadsheet Nos. 28, 29] required that all invoices associated with legal or contract services related to the Receiver are confidential and to be filed under seal approved in the Receivership Acton, and the multiple Motions and Orders [Exhibit A, multiple Excel Spreadsheet entries] to pay the Receiver’s invoices filed and approved in the Receivership Action with the invoices filed under seal. With the exception of the invoices, none of this information is shielded from public viewing. Thus, a Receivership Court (Honorable Judge Richard “Chip” Moore) order protects these invoices from disclosure and the Receiver will not produce any document filed under seal without 1) an order from this Court (Honorable Judge Timothy Kelley) deeming them relevant and discoverable; and 2) an order from the Receivership Court that allows them to be produced. Further, without waiving these objections and in the spirit of cooperation, the Receiver states that each Motion and Order filed in the Receivership action for payment of those invoices identifies in the Motion the amount of payment requested and authorized by the Receivership Action court, so this information is not shielded from public viewing. See Exhibit A, Excel Spreadsheet. Furthermore, to clarify the nature and scope of the compensatory damages being sought by the Receiver herein, Plaintiff has filed a Motion and Order to Amend his petition by voluntarily

dismissing any claim he may have had for attorney's fees and/or administrative expenses incurred in or related to the Receivership Action.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. E. Cullens, Jr.', written over a horizontal line.

J. E. Cullens, Jr., T.A., La. Bar #23011

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished via e-mail and U.S.

Mail to all counsel of record as follows, this 31<sup>st</sup> day of July, 2020, in Baton Rouge, Louisiana.

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J. E. Cullens, Jr.



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