

Exhibit F



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SINCE 1912

December 4, 2020

VIA EMAIL AND U.S. MAIL

Mr. Harry Rosenberg
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534

Re: **James J. Donelon, Commissioner of Insurance for the State of Louisiana, in His Capacity as Rehabilitator of Louisiana Health Cooperative, Inc. v. Terry S. Shilling, George G. Cromer, Warner L. Thomas, IV, William A. Oliver, Charles D. Calvi, Patrick C. Powers, CGI Technologies and Solutions, Inc., Group Resources Incorporated, Beam Partners, LLC, Milliman, Inc., Buck Consultants, LLC, and Travelers Casualty and Surety Company of America, No. 651,069, Division "22", 19th Judicial District Court, State of Louisiana, Parish of East Baton Rouge**

Dear Mr. Rosenberg:

Enclosed, please find Objections of Louisiana Department of Insurance to Subpoena Duces Tecum served November 20, 2020, by Defendant, Milliman, Inc.

Sincerely,

John Ashley Moore

JAM:dvj

Enclosure

cc via email: Mr. H. Alston Johnson
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
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Mr. Harry Rosenberg
December 4, 2020
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19TH JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

JAMES J. DONELON, COMMISSIONER * NUMBER: 651,069
OF INSURANCE FOR THE STATE OF *
LOUISIANA, IN HIS CAPACITY AS * Division: "22"
REHABILITATOR OF LOUISIANA *
HEALTH COOPERATIVE, INC., *

Plaintiff, *

VERSUS *

TERRY S. SHILLING, GEORGE G. *
CROMER, WARNER L. THOMAS, IV, *
WILLIAM A. OLIVER, CHARLES D. *
CALVI, PATRICK C. POWERS, CGI *
TECHNOLOGIES AND SOLUTIONS, *
INC., GROUP RESOURCES *
INCORPORATED, BEAM PARTNERS, *
LLC, MILLIMAN, INC., BUCK *
CONSULTANTS, LLC AND *
TRAVELERS CASUALTY AND SURETY *
COMPANY OF AMERICA, *

Defendants *

OBJECTIONS OF LOUISIANA DEPARTMENT OF INSURANCE TO *SUBPOENA DUCES TECUM* SERVED BY DEFENDANT, MILLIMAN, INC.

NOW INTO COURT, through undersigned counsel, comes the "Louisiana Department of Insurance" ("LDI"), which objects to the subpoena duces tecum ("SDT") served November 20, 2020, by Defendant, Milliman, Inc. ("Milliman"), as follows:

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request No. 1: All Documents and Communications referencing or related to LAHC's filings with the LDI, including form and rate filings.

Response to Request No. 1: LDI objects to SDT Request No. 1 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. Furthermore, the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding Louisiana Health Cooperative, Inc. ("LAHC"), subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such

documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 2: All Documents and Communications reflecting Milliman's professional services and work for LAHC.

Response to Request No. 2: LDI objects to SDT Request No. 2 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The word “work” is undefined, vague and

indefinite, and the request lacks a subject designation and a temporal limitation. Furthermore, the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 3: All Documents and Communications reflecting Buck's professional services and work for LAHC.

Response to Request No. 3: LDI objects to SDT Request No. 3 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The word “work” is undefined, vague and indefinite, and the request lacks a subject designation and a temporal limitation. Furthermore, the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 4: All Documents and Communications reflecting Communications between LDI and Milliman related to LAHC.

Response to Request No. 4: LDI objects to SDT Request No. 4 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, and oppressive. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 5: All Documents and Communications reflecting Communications between LDI and Buck related to LAHC.

Response to Request No. 5: LDI objects to SDT Request No. 5 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, and oppressive. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 6: All Documents and Communications reflecting Communications between LAHC and LDI. This request includes but is not limited to Communications sent directly to or from LAHC or on LAHC's behalf.

Response to Request No. 6: LDI objects to SDT Request No. 6 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 7: All engagement agreements and/or other agreements entered into between LDI and Lewis & Ellis or any other actuary or actuarial services firm who performed any services concerning LAHC.

Response to Request No. 7: LDI objects to SDT Request No. 7 as lacking a reasonably accurate description of the documents being sought and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the

attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 8: All Documents and Communications reflecting Communications between LDI and CMS concerning LAHC.

Response to Request No. 8: LDI objects to SDT Request No. 8 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 9: All Documents and Communications concerning LAHC's: a) CO-OP Program application (including any feasibility study or business plan), b) pro forma submissions, c) requests for additional funding, or d) any corrective action plan

Response to Request No. 9: LDI objects to SDT Request No. 9 as overbroad, lacking a reasonably accurate description of the documents being sought and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense

Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 10: All Documents and Communications concerning: a) LAHC's retention of any consulting actuary, third-party administrator or other consultant, b) LAHC's termination of any consulting actuary, third-party administrator or other consultant; c) the hiring of any of LAHC's directors, officers or other managers; and d) the termination of any of LAHC's directors, officers or other managers.

Response to Request No. 10: LDI objects to SDT Request No. 10 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies

thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 11: All Documents and Communications, including but not limited to policies, procedures, reports, instructions, and guidelines, concerning LDI's process for reviewing and approving filed health insurance rates that were applicable to 2014 or 2015 rates.

Response to Request No. 11: LDI objects to SDT Request No. 11 on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 12: All Documents and Communications concerning LDI's assessment, review, findings, conclusions and/or approval of LAHC's 2014 or 2015 rates.

Response to Request No. 12: LDI objects to SDT Request No. 12 on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the

attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 13: All Documents and Communications concerning LDI's review, assessments, findings and/or conclusions relating to Milliman's actuarial analyses, reports and other work for LAHC.

Response to Request No. 13: LDI objects to SDT Request No. 13 as lacking a reasonably accurate description of the documents being sought and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control

of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 14: All Documents and Communications concerning LDI's review, assessments, findings and/or conclusions relating to Buck's actuarial analyses, reports and other work for LAHC.

Response to Request No. 14: LDI objects to SDT Request No. 14 as lacking a reasonably accurate description of the documents being sought and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 15: All Documents and Communications concerning any attempt by LAHC, LDI, and/or any other person or entity to lower or raise LAHC's 2014 or 2015 rates.

Response to Request No. 15: LDI objects to SDT Request No. 15 as lacking a reasonably accurate description of the documents being sought and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of

Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 16: All 2014 and 2015 rate filings for ACA-compliant plans sold or to be sold in Louisiana by any insurer.

Response to Request No. 16: LDI objects to SDT Request No. 16 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality,

unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 17: All Documents and Communications comparing, contrasting or otherwise discussing the 2014 or 2015 rates, rate filings or other actuarial analyses prepared by or on behalf of LAHC in relation to the 2014 or 2015 rates, rate filings or other actuarial analyses for any other ACA-compliant plan sold or to be sold in Louisiana by any other insurer.

Response to Request No. 17: LDI objects to SDT Request No. 17 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 18: All Documents and Communications concerning the role and impact of Risk Corridor Payments on LAHC’s operations or financial condition.

Response to Request No. 18: LDI objects to SDT Request No. 18 as overbroad and lacking a reasonably accurate description of the documents being requested, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 19: All Documents and Communications concerning the impact of the failure to make Risk Corridor Payments to LAHC upon its operations and financial condition.

Response to Request No. 19: LDI objects to SDT Request No. 19 as overbroad and lacking a reasonably accurate description of the documents being requested, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement

obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 20: All Documents and Communications concerning the role and impact of Risk Adjustment Transfer Payments, the Transitional Reinsurance Payment, and/or the Individual Mandate upon LAHC’s operations and financial condition.

Response to Request No. 20: LDI objects to SDT Request No. 20 as overbroad and lacking a reasonably accurate description of the documents being requested, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 21: All Documents and Communications referring or relating to pent up demand for health insurance and its impact or potential impact on LAHC’s (or health insurers generally) claims costs, pricing, or enrollment for the 2014 or 2015 policy years.

Response to Request No. 21: LDI objects to SDT Request No. 21 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 22: All Documents and Communications referring or relating to the impact on LAHC (or health insurers generally) from any changes to the ACA, regulations promulgated pursuant to the ACA, or changes to the implementation or enforcement of the ACA or such regulations.

Response to Request No. 22: LDI objects to SDT Request No. 22 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 23: All Documents and Communications concerning LAHC's enrollment strategy, enrollment projections, enrollment of previously uninsured persons, or actual or expected enrollment of insureds for 2014 or 2015 policy years.

Response to Request No. 23: LDI objects to SDT Request No. 23 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the

attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 24: All Documents and Communications concerning any analyses or other discussion of expected versus actual enrollment of insureds in any ACA-compliant plan sold in Louisiana for the 2014 and 2015 policy years.

Response to Request No. 24: LDI objects to SDT Request No. 24 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 25: All Documents submitted by or on behalf of LAHC in connection with LAHC's effort to secure licensure from LDI, including but not limited to LAHC's HMO license.

Response to Request No. 25: LDI objects to SDT Request No. 25 as overbroad and lacking a reasonably accurate description of the documents being sought, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 26: All Documents and Communications reflecting or analyzing LAHC financial statements for the 2014, 2015, 2016 and 2017 calendar years, including: (a) GAAP financial statements; (b) Financial statements prepared in accordance with statutory accounting principles, including convention statements filed with LDI; (c) Actuarial memoranda supporting the calculation of claim reserves, IBNR (incurred but not reported) liabilities, and any other liabilities used in the preparation of the LAHC financial statements.

Response to Request No. 26: LDI objects to SDT Request No. 26 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies

thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 27: All Documents and Communications concerning LAHC's financial condition and solvency.

Response to Request No. 27: LDI objects to SDT Request No. 27 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, *et seq.*, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 28: All Documents and Communications concerning LAHC's operations, including but not limited to the performance of LAHC's officers, directors or other management and/or its agents GRI and/or CGI.

Response to Request No. 28: LDI objects to SDT Request No. 28 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, *et seq.*, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the

attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 29: All Documents and Communications concerning the onsite market conduct and financial examination of LAHC that commenced in or around March 2015.

Response to Request No. 29: LDI objects to SDT Request No. 29 on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, *et seq.*, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 30: All Documents and Communications concerning the decision to place LAHC into rehabilitation or liquidation.

Response to Request No. 30: LDI objects to SDT Request No. 30 on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement

obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 31: All Documents and Communications concerning LAHC's rehabilitation.

Response to Request No. 31: LDI objects to SDT Request No. 31 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding the LAHC rehabilitation are equally available to all parties from the Clerk of the 19th Judicial District Court, State of Louisiana, Parish of East Baton Rouge, and that LDI’s public records regarding LAHC’s rehabilitation, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 32: All Documents and Communications reflecting any assessment of the CO-OP Program.

Response to Request No. 32: LDI objects to SDT Request No. 32 as overbroad, lacking a reasonably accurate description of the documents being sought, lacking proportionality, unreasonable, and oppressive, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 33: All Documents and Communications concerning the November 5, 2015 testimony of the Louisiana Commissioner of Insurance Before the Subcommittee on Oversight and Investigations, Committee on Energy and Commerce, United States House of Representatives Regarding: "Examining the Costly Failures of Obamacare's CO-OP Insurance Loans."

Response to Request No. 33: LDI objects to SDT Request No. 33 as overbroad, lacking a reasonably accurate description of the documents being requested, and incomprehensible. Carried to its extreme, this request would necessarily include Commissioner Donelon's birth certificate, social security card, driver's license, wedding license and similar documents. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 34: All Documents and Communications concerning *Health Republic Insurance Company v. United States of America*, No. 1:16-cv-00259-MMS, United States Court of Federal Claims ("*Health Republic*").

Response to Request No. 34: LDI objects to SDT Request No. 34 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 35: All Documents and Communications concerning any settlements or other relinquishment of potential claims involving LAHC and the United States federal government, including but not limited to settlements in *Health Republic*.

Response to Request No. 35: LDI objects to SDT Request No. 35 on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to "All Defense

Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

By Attorneys,

TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.

By: 

John Ashley Moore, LBRN 09635
450 Laurel Street, 8th floor (78001)
P.O. Box 2471
Baton Rouge, LA 70821
Telephone: (225) 381-0218
Facsimile: (225) 346-8049
Email: ashley.moore@taylorporter.com

Attorneys for Louisiana Department of Insurance

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objections of Louisiana Department of Insurance to *Subpoena Duces Tecum* Served by Defendant, Milliman, Inc., was this day sent via U.S. Mail, properly addressed and postage pre-paid, and via electronic mail to all counsel, as follows:

Harry Rosenberg
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534
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Baton Rouge, Louisiana, this 4th day of December, 2020.



John Ashley Moore

Exhibit G



JOHN ASHLEY MOORE
Partner
(225) 381-0218 TELEPHONE
(225) 346-8049 FACSIMILE
ashley.moore@taylorporter.com

SINCE 1912

December 8, 2020

VIA EMAIL AND U.S. MAIL

Mr. Harry Rosenberg
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534

Re: **James J. Donelon, Commissioner of Insurance for the State of Louisiana, in His Capacity as Rehabilitator of Louisiana Health Cooperative, Inc. v. Terry S. Shilling, George G. Cromer, Warner L. Thomas, IV, William A. Oliver, Charles D. Calvi, Patrick C. Powers, CGI Technologies and Solutions, Inc., Group Resources Incorporated, Beam Partners, LLC, Milliman, Inc., Buck Consultants, LLC, and Travelers Casualty and Surety Company of America, No. 651,069, Division "22", 19th Judicial District Court, State of Louisiana, Parish of East Baton Rouge**

Dear Mr. Rosenberg:

Enclosed, please find Objections of Louisiana Department of Insurance to Amended Subpoena Duces Tecum served December 2, 2020, by Defendant, Milliman, Inc.

Sincerely,

John Ashley Moore

JAM:dvj

Enclosure

cc via email: Mr. H. Alston Johnson
Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802
Telephone: (225) 346-0285
Facsimile: (225) 381-997
Email: johnsona@phelps.com

Mr. Harry Rosenberg
December 8, 2020
Page 2

Mr. Reid L. Ashinoff
Mr. Justin N. Kattan
Ms. Justine N. Margolis
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19TH JUDICIAL DISTRICT COURT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

JAMES J. DONELON, COMMISSIONER * NUMBER: 651,069
OF INSURANCE FOR THE STATE OF *
LOUISIANA, IN HIS CAPACITY AS * Division: "22"
REHABILITATOR OF LOUISIANA *
HEALTH COOPERATIVE, INC., *

Plaintiff, *

VERSUS *

TERRY S. SHILLING, GEORGE G. *
CROMER, WARNER L. THOMAS, IV, *
WILLIAM A. OLIVER, CHARLES D. *
CALVI, PATRICK C. POWERS, CGI *
TECHNOLOGIES AND SOLUTIONS, *
INC., GROUP RESOURCES *
INCORPORATED, BEAM PARTNERS, *
LLC, MILLIMAN, INC., BUCK *
CONSULTANTS, LLC AND *
TRAVELERS CASUALTY AND SURETY *
COMPANY OF AMERICA, *

Defendants *

**OBJECTIONS OF LOUISIANA DEPARTMENT OF INSURANCE TO AMENDED
SUBPOENA DUCES TECUM SERVED BY DEFENDANT, MILLIMAN, INC.**

NOW INTO COURT, through undersigned counsel, comes the "Louisiana Department of Insurance" ("LDI"), which objects to the amended subpoena duces tecum ("SDT") served December 2, 2020, by Defendant, Milliman, Inc. ("Milliman"), as follows:

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request No. 1: All Documents and Communications referencing or **related to LAHC's filings with the LDI**, including form and rate filings. (emphasis added)

Response to Request No. 1: Duplicate; see previous Response/Objection.

Request No. 2: All Documents and Communications **reflecting Milliman's professional services and work for LAHC**. (emphasis added)

Response to Request No. 2: Duplicate; see previous Response/Objection.

Request No. 3: All Documents and Communications **reflecting Buck's professional services and work for LAHC**. (emphasis added)

Response to Request No. 3: Duplicate; see previous Response/Objection.

Request No. 4: All Documents and Communications **reflecting Communications between LDI and Milliman related to LAHC.** (emphasis added)

Response to Request No. 4: Duplicate; see previous Response/Objection.

Request No. 5: All Documents and Communications **reflecting Communications between LDI and Buck related to LAHC.** (emphasis added)

Response to Request No. 5: Duplicate; see previous Response/Objection.

Request No. 6: All Documents and Communications **reflecting Communications between LAHC and LDI.** This request includes but is not limited to Communications sent directly to or from LAHC or on LAHC's behalf. (emphasis added)

Response to Request No. 6: Duplicate; see previous Response/Objection.

Request No. 7: All engagement agreements and/or other agreements entered into between LDI and Lewis & Ellis **or any other actuary or actuarial services firm** who performed any services concerning LAHC. (emphasis added)

Response to Request No. 7: Duplicate; see previous Response/Objection.

Request No. 8: All Documents and Communications **reflecting Communications between LDI and any federal government agency, employee, agent or other representative, including but not limited to, with CMS concerning LAHC.** (emphasis added)

Response to Request No. 8: LDI objects to SDT Request No. 8 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible. The request lacks a subject designation and a temporal limitation. Furthermore, LDI objects to this request on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 9: All Documents and Communications concerning LAHC's: a) CO-OP Program application (including any feasibility study or business plan), b) pro forma submissions, c) startup or solvency loans, d) requests for additional funding, or e) any corrective action plan

Response to Request No. 9: LDI objects to SDT Request No. 9 as overbroad and lacking a reasonably accurate description of the documents being sought, and on the grounds that the

documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 10: All Documents and Communications concerning: a) LAHC's retention of any consulting actuary, third-party administrator or other consultant, b) LAHC's termination of any consulting actuary, third-party administrator or other consultant; **c) the hiring of any of LAHC's directors, officers or other managers; and d) the termination of any of LAHC's directors, officers or other managers.** (emphasis added)

Response to Request No. 10: Duplicate; see previous Response/Objection.

Request No. 11: All Documents and Communications, including but not limited to policies, procedures, reports, instructions, and guidelines, **concerning LDI's process** for reviewing and approving filed health insurance rates that were applicable to 2014 or 2015 rates. (emphasis added)

Response to Request No. 11: Duplicate; see previous Response/Objection.

Request No. 12: All Documents and Communications **concerning LDI's assessment**, review, findings, conclusions and/or approval of LAHC's 2014 or 2015 rates. (emphasis added)

Response to Request No. 12: Duplicate; see previous Response/Objection.

Request No. 13: All Documents and Communications **concerning LDI's review**, assessments, findings and/or conclusions relating to Milliman's actuarial analyses, reports and other work for LAHC. (emphasis added)

Response to Request No. 13: Duplicate; see previous Response/Objection.

Request No. 14: All Documents and Communications **concerning LDI's review**, assessments, findings and/or conclusions relating to Buck's actuarial analyses, reports and other work for LAHC. (emphasis added)

Response to Request No. 14: Duplicate; see previous Response/Objection.

Request No. 15: All Documents and Communications concerning any attempt by LAHC, LDI, **and/or any other person or entity** to lower or raise LAHC's 2014 or 2015 rates. (emphasis added)

Response to Request No. 15: Duplicate; see previous Response/Objection.

Request No. 16: All 2014 and 2015 rate filings **for ACA-compliant plans** sold or to be sold in Louisiana by **any insurer.** (emphasis added)

Response to Request No. 16: Duplicate; see previous Response/Objection.

Request No. 17: All Documents and Communications comparing, contrasting or otherwise discussing the 2014 or 2015 rates, rate filings or other actuarial analyses prepared by or on behalf

of LAHC in relation to the 2014 or 2015 rates, rate filings or other actuarial analyses **for any other ACA-compliant plan** sold or to be sold in Louisiana **by any other insurer**. (emphasis added)

Response to Request No. 17: Duplicate; see previous Response/Objection.

Request No. 18: All Documents and Communications concerning the role and impact of Risk Corridor Payments on the operations or financial condition of LAHC **or health insurers generally**. (emphasis added)

Response to Request No. 18: LDI objects to SDT Request No. 18 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 19: All Documents and Communications concerning the impact of the failure to make Risk Corridor Payments upon the operations and financial condition of LAHC **or health insurers generally.** (emphasis added)

Response to Request No. 19: LDI objects to SDT Request No. 19 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 20: All Documents and Communications concerning the role and impact of Risk Adjustment Transfer Payments, the Transitional Reinsurance Payment, and/or the Individual Mandate upon the operations and financial condition of LAHC **or health insurers generally.** (emphasis added)

Response to Request No. 20: LDI objects to SDT Request No. 20 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 21: All Documents and Communications referring or relating to pent up demand for health insurance and its impact or potential impact on claims costs, pricing, or enrollment for the 2014 or 2015 policy years for LAHC **or health insurers generally.** (emphasis added)

Response to Request No. 21: LDI objects to SDT Request No. 21 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 22: All Documents and Communications referring or relating to the impact on LAHC or health insurers generally from any changes to the ACA, regulations promulgated pursuant to

the ACA, or changes to the implementation or enforcement of the ACA or such regulations.
(emphasis added)

Response to Request No. 22: LDI objects to SDT Request No. 22 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to

any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 23: All Documents and Communications concerning LAHC's enrollment for policy years 2014 and 2015, including but not limited to enrollment strategy, enrollment projections, enrollment mix or demographics, enrollment of previously uninsured persons, or actual or expected enrollment of insureds.

Response to Request No. 23: LDI objects to SDT Request No. 23 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, *et seq.*, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the

attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 24: Documents sufficient to show **statewide enrollment in ACA compliant plans sold in Louisiana** for policy years 2014 and 2015, the demographics of such enrollees, and the number of such enrollees who were previously uninsured. (emphasis added)

Response to Request No. 24: LDI objects to SDT Request No. 24 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the objection, LDI respectfully submits that public records regarding LAHC, subject to production pursuant to La. R.S. 44:1, **et seq.**, were produced to J.E. Cullens, Jr. of Walters, Papillion, Thomas, Cullens, LLC, who produced such documents to “All Defense Counsel in LAHC,” and that same or similar document requests directed to LAHC in Receivership have been previously and properly responded to.

Subject to the objection, LDI further states that La. R.S. 22:2043.1 provides as follows:

“A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise. However, the affirmative defense of fraud in the inducement may be asserted against the receiver in a claim based on a contract. A principal under a surety bond or a surety undertaking shall be entitled to credit against any reimbursement obligation to the receiver for the value of any property pledged to secure the reimbursement obligation to the extent that the receiver has possession or control

of the property or the insurer or its agents misappropriated or commingled such property. Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer.

B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver.

C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees, or the commissioner or his designee in his capacity as receiver, liquidator, rehabilitator or conservator, or otherwise, or any special deputy, the receiver's assistants or contractors, or the attorney general's office for any action taken by them in performance of their powers and duties under this Code.”

Subject to the objection, LDI further states that La. R.S. 22:2045 provides as follows:

“A. All working papers, recorded information, documents, and copies thereof produced by, obtained by, or disclosed to the commissioner, or any other person, in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

B. All working papers, recorded information, documents, and copies thereof disclosed by the commissioner, or any other person, to the receiver in the course of an action pursuant to this Chapter, which are confidential or privileged pursuant to any other provision of law, shall be given confidential treatment and shall not be subject to subpoena or disclosed pursuant to the Public Records Law.

C. Nothing contained in this Chapter shall be construed to limit the commissioner's authority to use any working papers, recorded information, documents, and copies thereof or any other information discovered or developed during the course of any action pursuant to this Chapter in the furtherance of any legal or regulatory action that the commissioner may, in his sole discretion, deem appropriate.”

Request No. 25: Documents sufficient to show **enrollment in each ACA compliant plan sold in Louisiana** for policy years 2014 and 2015, the demographics of such enrollees, and the number of such enrollees who were previously uninsured. (emphasis added)

Response to Request No. 25: LDI objects to SDT Request No. 25 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 26: All Documents and Communications concerning any analyses or other discussion of expected versus actual **enrollment of insureds in any ACA-compliant plan sold in Louisiana** for the 2014 and 2015 policy years. (emphasis added)

Response to Request No. 26: Duplicate; see previous Response/Objection.

Request No. 27: Documents sufficient to show the provider discount, coding intensity and enrollment assumptions used by **each ACA compliant plan for which rates were filed in**

Louisiana for policy years 2014 and 2015, including but not limited to the assumptions used by Blue Cross Blue Shield of Louisiana. (emphasis added)

Response to Request No. 27: LDI objects to SDT Request No. 27 as overbroad, lacking a reasonably accurate description of the documents being requested, lacking proportionality, unreasonable, oppressive, and incomprehensible, and on the grounds that the documents requested are not relevant and are not reasonably calculated to lead to the discovery of admissible evidence.

Request No. 28: All Documents submitted by or on behalf of LAHC in connection with LAHC's effort to secure licensure from LDI, including but not limited to LAHC's HMO license.

Response to Request No. 28: Duplicate; see previous Response/Objection.

Request No. 29: All Documents and Communications reflecting or **analyzing LAHC financial statements** for the 2014, 2015, 2016 and 2017 calendar years, including: (a) GAAP financial statements; (b) Financial statements prepared in accordance with statutory accounting principles, including convention statements filed with LDI; (c) Actuarial memoranda supporting the calculation of claim reserves, IBNR (incurred but not reported) liabilities, and any other liabilities used in the preparation of the LAHC financial statements. (emphasis added)

Response to Request No. 29: Duplicate; see previous Response/Objection.

Request No. 30: **All Documents and Communications concerning LAHC's financial condition and solvency.** (emphasis added)

Response to Request No. 30: Duplicate; see previous Response/Objection.

Request No. 31: All Documents and Communications **concerning LAHC's operations**, including but not limited to the performance of LAHC's officers, directors or other management and/or its agents GRI and/or CGI. (emphasis added)

Response to Request No. 31: Duplicate; see previous Response/Objection.

Request No. 32: All Documents and Communications concerning the onsite market conduct and financial examination of LAHC that commenced in or around March 2015.

Response to Request No. 32: Duplicate; see previous Response/Objection.

Request No. 33: All Documents and Communications concerning the decision to place LAHC into rehabilitation or liquidation.

Response to Request No. 33: Duplicate; see previous Response/Objection.

Request No. 34: All Documents and Communications concerning LAHC's rehabilitation.
(emphasis added)

Response to Request No. 34: Duplicate; see previous Response/Objection.

Request No. 35: All Documents and Communications reflecting any assessment of the CO-OP Program. (emphasis added)

Response to Request No. 35: Duplicate; see previous Response/Objection.

Request No. 36: All Documents and Communications concerning the November 5, 2015 testimony of the Louisiana Commissioner of Insurance Before the Subcommittee on Oversight and Investigations, Committee on Energy and Commerce, United States House of Representatives Regarding: "Examining the Costly Failures of Obamacare's CO-OP Insurance Loans."

Response to Request No. 36: Duplicate; see previous Response/Objection.

Request No. 37: All Documents and Communications concerning *Health Republic Insurance Company v. United States of America*, No. 1:16-cv-00259-MMS, United States Court of Federal Claims ("*Health Republic*").

Response to Request No. 37: Duplicate; see previous Response/Objection.

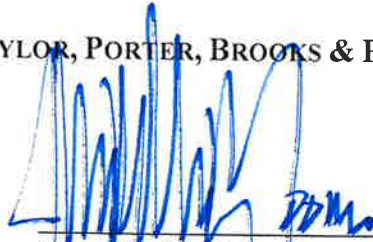
Request No. 38: All Documents and Communications concerning any settlements or other relinquishment of potential claims involving LAHC and the United States federal government, including but not limited to settlements in *Health Republic*.

Response to Request No. 38: Duplicate; see previous Response/Objection.

By Attorneys,

TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.

By:



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Attorneys for Louisiana Department of Insurance

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objections of Louisiana Department of Insurance to Amended *Subpoena Duces Tecum* Served by Defendant, Milliman, Inc., was this day sent via U.S. Mail, properly addressed and postage pre-paid, and via electronic mail to all counsel, as follows:

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Baton Rouge, Louisiana, this 8th day of December, 2020.



John Ashley Moore

Exhibit H

**EXHIBIT H:
Responsiveness of the LDI's September 2020 Public Records Production**

#	Topic of Milliman's Amended Request to LDI	Does the LDI's "Public Records" Production Contain Responsive Documents?
1.	Documents referring to related to LAHC's rate and other filings with the LDI.	No
2.	Documents reflecting Milliman's work for LAHC.	One e-mail regarding the termination of Milliman and hiring of Buck
3.	Documents reflecting Buck's work for LAHC.	One e-mail regarding the termination of Milliman and hiring of Buck
4.	Communications between LDI and Milliman regarding LAHC.	No
5.	Communications between LDI and Buck regarding LAHC.	No
6.	Communications between LAHC and LDI.	25 email threads and 26 letters between LAHC and LDI
7.	Agreements between the LDI and Lewis & Ellis or other actuaries who performed services concerning LAHC.	No
8.	Communications between LDI and the federal government concerning LAHC.	No
9.	Documents concerning LAHC's: a) CO-OP Program application (including any feasibility study or business plan), b) pro forma submissions, c) startup or solvency loans, d) requests for additional funding, or e) any corrective action plan.	LAHC's HMO application
10.	Documents concerning LAHC's retention and termination of consulting actuaries, third-party administrators, consultants, officers and directors.	LAHC's agreements with GRI and CGI, and 37 emails/ letters regarding the hiring and termination of various LAHC directors and officers
11.	Documents concerning LDI's process for reviewing and approving health insurance rates in 2014 and 2015.	No
12.	Documents concerning LDI's review and approval of LAHC's 2014 and 2015 rates.	No
13.	Documents concerning LDI's review of Milliman's work for LAHC.	No
14.	Documents concerning LDI's review of Buck's work for LAHC.	No
15.	Documents concerning attempts by LAHC or LDI to lower or raise LAHC's 2014 or 2015 rates.	No
16.	All 2014 and 2015 rate filings for ACA-compliant plans sold or to be sold in Louisiana by any insurer.	No
17.	Documents comparing LAHC's 2014 or 2015 rates or rate filings with rates or rate filings for any other ACA-compliant plan sold in Louisiana by another insurer.	No
18.	Documents concerning the role and impact of Risk Corridor Payments on the operations or financial condition of LAHC or other health insurers.	No
19.	Documents concerning the impact of the failure to make Risk Corridor Payments to LAHC or other health insurers.	No
20.	Documents concerning the role and impact of Risk Adjustment Transfer Payments, the Transitional Reinsurance Payment, and/or the Individual Mandate on the operations and financial condition of LAHC or other health insurers.	No

21.	Documents referring or relating to pent-up demand for health insurance and its impact or potential impact on claims costs, pricing, or enrollment for the 2014 or 2015 policy years for LAHC or health insurers generally.	No
22.	Documents referring or relating to the impact of LAHC or health insurers generally from any changes to the ACA or related regulations.	No
23.	Documents concerning LAHC's enrollment for policy years 2014 and 2015, including but not limited to enrollment strategy, enrollment projections, enrollment mix or demographics, enrollment of previously uninsured persons, or actual or expected enrollment of insureds.	No
24.	Documents concerning statewide enrollment in ACA compliant plans sold in Louisiana for 2014 and 2015.	No
25.	Enrollment data for ACA compliant plans sold in Louisiana in 2014 and 2015.	No
26.	Analyses of the expected versus actual enrollment of insureds in ACA-compliant plans sold in Louisiana in 2014 and 2015.	No
27.	Documents concerning assumptions used by each ACA compliant plan for which rates were filed in Louisiana in 2014 and 2015.	No
28.	Documents concerning LAHC's effort to secure a license from LDI.	LAHC's HMO application and a few email communications
29.	Documents reflecting or analyzing LAHC financial statements for the 2014- 2017.	LAHC's financial statement for 1Q2013 and requests for extensions of 2014/15 annual and quarterly financial statements
30.	Documents concerning LAHC's financial condition and solvency.	LAHC's financial statement for 1Q2013 and requests for extensions of 2014/15 annual and quarterly financial statements
31.	Documents concerning the performance of LAHC's officers, directors, or other management and/or its agents GRI and/or CGI.	LAHC's agreements with GRI and CGI and 37 emails/letters regarding the hiring and termination of LAHC directors and officers
32.	Documents concerning the onsite market conduct and financial examination of LAHC that commenced in or around March 2015.	No
33.	Documents concerning the decision to place LAHC into rehabilitation or liquidation.	Only the Petition for Rehabilitation
34.	Documents concerning LAHC's rehabilitation.	Only the Petition for Rehabilitation
35.	Assessments of the ACA CO-OP Program.	No
36.	Documents concerning the LDI Commissioner's November 5, 2015 testimony before the U.S. House of Representatives Subcommittee on Oversight and Investigations regarding: "Examining the costly Failures of Obamacare's CO-OP Insurance Loans."	No
37.	Documents concerning the <i>Health Republic</i> litigation.	No
38.	Documents concerning the <i>Health Republic</i> settlement or other resolutions of LAHC's potential claims against the United States.	No.