

19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 651,069

SECTION 22

JAMES J. DONELON, COMMISSIONER OF INSURANCE  
FOR THE STATE OF LOUISIANA, IN HIS CAPACITY AS REHABILITATOR OF  
LOUISIANA HEALTH COOPERATIVE, INC.

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

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**NOTICE OF RECORDS ONLY DEPOSITION AND  
SUBPOENA DUCES TECUM**

TO:

Louisiana Department of Insurance  
Through its custodian of records:  
James J. Donelon  
1702 N. Third Street  
Baton Rouge, LA 70802

PLEASE TAKE NOTICE that Buck Global, LLC f/k/a Buck Consultants, LLC (“Buck”) will take the records-only deposition of the Louisiana Department of Insurance (“LDI”) on **November 11, 2020, beginning at 10:00 a.m. at the offices of Liskow & Lewis, 451 Florida St., Suite 1150, Baton Rouge, La. 70801**, continuing from day to day until completed. LDI is hereby requested to designate and to make available for deposition at the stated time and place one or more officers, directors or managing agents, or other persons designated to testify on its behalf concerning the production of and identification of the documents specified in Attachment “A.”

All counsel are invited to participate as they deem fit.

**THIS IS A RECORDS ONLY DEPOSITION. NO APPEARANCE WILL BE NECESSARY IF THE DOCUMENTS REQUESTED ON ATTACHMENT “A” ARE PRODUCED BY THE ABOVE SPECIFIED DATE AND TIME. This deposition notice and subpoena may be satisfied by mailing certified copies of the subpoenaed materials to**

**the following address: James A. Brown, Liskow & Lewis, 701 Poydras St., Suite 5000, New Orleans, La. 70139, Telephone: (504) 581-7979.**

**In lieu of producing hard copies, the records may be produced electronically to [jabrown@liskow.com](mailto:jabrown@liskow.com) and [scorales@liskow.com](mailto:scorales@liskow.com).**

A copy of article 1354 of the Louisiana Code of Civil Procedure is attached as Exhibit “B.”

Respectfully submitted,

/s/James A. Brown  
James A. Brown, T.A. (La. Bar #14101)  
Sheri L. Corales (La. Bar #37643)  
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*Attorneys for Buck Global, LLC*

**Sheriff Please Serve:**

Louisiana Department of Insurance  
Through its custodian of records:  
James J. Donelon  
1702 N. Third Street  
Baton Rouge, LA 70802

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a copy of the above and foregoing has been served upon all counsel of record by e-mail this 12th day of October, 2020.

/s/ James A. Brown

## **EXHIBIT A TO SUBPOENA DUCES TECUM**

### **INSTRUCTIONS**

A. These document requests and the terms used herein shall be construed to require the fullest and most complete disclosure permitted by law.

B. Each paragraph herein shall be construed independently and not with reference to any other paragraph for the purposes of limitation.

C. In construing these document requests, the singular shall include the plural and the plural shall include the singular.

D. Information shall not be withheld merely because such information is stored electronically (*e.g.*, word processing files, electronic mail, text messages, databases, accounting information, and spreadsheets). For retrievable information stored in computers, please provide a copy both on paper and on magnetic media, and provide or identify a suitable program or method of retrieving the information.

E. Should you have any questions or concerns about these requests, please immediately contact undersigned counsel.

### **DEFINITIONS**

1. The term "Document" shall be broadly construed as provided by the Louisiana Code of Civil Procedure and shall include, without limitation, every writing, drawing, graph, chart, photograph, sound recording, image, or other data that is in your possession, custody, or control, including those kept by electronic, magnetic, photographic, or mechanical means, any drafts or revisions pertaining to any of the foregoing, and any other data compilations from which information may be obtained. Any document or copy of any document that contains any note, comment, addition, deletion, insertion, annotation, alteration or otherwise comprises a nonidentical copy of another document shall be treated as a separate document subject to production.

2. "Person" shall mean natural persons, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations, governments or political subdivisions thereof, and governmental agencies.

3. The terms "and" and "or," as used herein, shall be construed either conjunctively or disjunctively as necessary to bring within the scope of this demand any document or information that might be deemed outside its scope by another construction of these terms.

4. The singular form of any noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun so used, and vice versa. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine and neuter genders.

5. "You" and "your" and "LDI" mean the Louisiana Department of Insurance, its employees, directors, officers, members, agents and/or representatives.

6. "Rehabilitator" means James J. Donelon, the Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc, through his duly appointed Receiver, Billy Bostick.

7. "Buck" means Buck Global, LLC f/k/a Buck Consultants, LLC ("Buck"), its employees, directors, officers, agents and/or representatives.

8. “Milliman” means Milliman, Inc., its employees, directors, officers, agents and/or representatives.
9. “LAHC” means Louisiana Health Cooperative, Inc., its employees, directors, officers, members, agents and/or representatives.
10. “CMS” refers to the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.
11. “SAP” refers to Plaintiff’s October 25, 2017 Second Supplemental, Amended and Restated Petition in the matter captioned *Donelon v. Shilling et al*, No. 651,069, 19th JDC, Parish of East Baton Rouge, State of Louisiana.
12. “Communication” shall mean any transmission or exchange of information by written, oral, pictorial, electronic, or other perceptible means, including, but not limited to, correspondence, hand deliveries, mailings, telefaxes, facsimiles, telecopies, telegraphs, cables, emails, cellular/telephone conversations, text messages, video conferences, instant messages or chats, video conversations through applications like Skype or FaceTime, personal conversations, meetings, and the like—whether in email accounts (including emails and attachments located in deleted folders), cellphones, laptops, netbooks/notebooks, workstations, servers, other drives, drive images, backup tapes and databases at your headquarters, one of your facilities, or hosted by your vendor.

## **DOCUMENTS TO BE PRODUCED**

1. All documents reflecting Buck's professional services and work for LAHC.
2. All documents reflecting Milliman's professional services and work for LAHC.
3. All documents, including e-mail, reflecting communications between LDI and Buck.
4. All documents, including e-mail, reflecting communications between LDI and Milliman.
5. All documents reflecting or analyzing the role and impact of expected risk corridor payments in the formation of LAHC and in the planning and projections for its financial performance following its formation.
6. All documents reflecting or analyzing the impact of the failure to make risk corridor payments to LAHC upon its operations and financial condition.
7. All documents reflecting LDI's review and approval of LAHC's 2014 and 2015 rates.
8. All documents reflecting LDI's and/or its consultants' review, assessments, findings and/or conclusions relating to Buck's and Milliman's actuarial analyses, reports and other work for LAHC.
9. All documents reflecting all assessments and reviews by LDI's consulting actuaries and/or any other third party of LAHC's rates arising from Milliman's actuarial work for LAHC.
10. All documents reflecting all assessments and reviews by LDI's consulting actuaries and/or any other third party of LAHC's rates arising from Buck's actuarial work for LAHC, including but not limited to, Lewis & Ellis's 2014 review of LAHC's 2015 QHP (Individual Health) filing for individual and catastrophic products and LAHC's 2015 Small Group filing.
11. All documents reflecting or analyzing Commissioner James J. Donelon's November 5, 2015 testimony before the U.S. House of Representatives Subcommittee on Oversight and Investigations, Committee on Energy and Commerce.

12. All documents reflecting any attempt by LAHC, LDI, and/or its consulting actuaries, or other person or entity to pressure or otherwise influence Milliman to lower the 2014 rates.

13. All documents reflecting or addressing a) LAHC's CO-OP application (including any feasibility study or business plan), b) pro forma submissions, c) rate filing submissions, d) requests for additional funding, e) any corrective action plan, f) the "3Rs" set out under the Patient Protection and Affordable Care Act (the "ACA"), g) the decision to retain any consulting actuary or third-party administrator for LAHC, h) LAHC's financial condition, i) the basis for terminating any actuary or third-party administrator or consultant for LAHC.

14. All documents, including e-mail, reflecting communications within LDI and /or with CMS concerning: a) LAHC's CO-OP application (including any feasibility study or business plan), b) pro forma submissions, c) rate filing submissions, d) requests for additional funding, e) any corrective action plan, f) the "3Rs" set out under the Patient Protection and Affordable Care Act (the "ACA"), g) the decision to retain any consulting actuary or third-party administrator, h) LAHC's financial condition, i) the basis for terminating any actuary or third-party administrator or consultant for LAHC.

15. All documents, including e-mail, reflecting communications between LDI and its consulting actuaries, including but not limited to Lewis & Ellis, regarding (i) the review of LAHC's premium rates for any and all years, (ii) any and all work and services performed by Milliman for LAHC, and (iii) any and all work and services performed by Buck for LAHC.

16. All documents and communications, including e-mail, between LAHC and LDI regarding (i) the review of LAHC's premium rates for any and all years, (ii) any and all work and services performed by Milliman for LAHC, and (iii) any and all work and services performed by Buck for LAHC.

17. All internal documents and communications, including e-mail, within LDI regarding the review of LAHC's premium rates.
18. All documents and communications, including e-mail, between LDI and CMS regarding the review of LAHC's premium rates.
19. All documents 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 prepared by actuaries other than Buck 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.
20. All documents and communications, including e-mail, between LDI and CMS regarding LAHC's projected financial condition and solvency.
21. All documents and communications, including e-mail, between LDI and CMS regarding LAHC's operational problems.
22. All engagement agreements and/or other agreements entered into between LDI and Lewis & Ellis or any other actuary pertaining to LAHC.
23. All documents and communications reflecting any instructions from LDI, or any agreements between LDI and Lewis & Ellis or other actuary, as to the method, standards, manner, procedure, and/or scope for reviews of premium rates and/or of the reports, analyses, recommendations or other work product of Buck, Milliman, or other actuaries.

**EXHIBIT “B” TO NOTICE OF RECORDS DEPOSITION AND**  
**SUBPOENA DUCES TECUM**

Louisiana Code of Civil Procedure Article 1354

A. A subpoena may order a person to appear and produce at the trial, deposition, or hearing, books, papers, documents, any other tangible things, or electronically stored information, in his possession or under his control, if a reasonably accurate description thereof is given. A subpoena may specify the form or forms in which electronically stored information is to be produced. A party or an attorney requesting the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or cost on a person subject to that subpoena. The court in which the action is pending in its discretion may vacate or modify the subpoena if it is unreasonable or oppressive. Except when otherwise required by order of the court, certified copies, extracts, or copies of books, papers, and documents may be produced in obedience to the subpoena duces tecum instead of the originals thereof. If the party or attorney requesting the subpoena does not specify that the named person shall be ordered to appear, the person may designate another person having knowledge of the contents of the books, papers, documents, other things, or electronically stored information, to appear as his representative.

B. A person commanded to respond to a subpoena duces tecum may within fifteen days after service of the subpoena or before the time specified for compliance, if such time is less than fifteen days after service, send to the party or attorney designated in the subpoena written objections, with supporting reasons, to any or all of the requests, including objection to the production of electronically stored information in the form or forms requested. If objection is so made, the party serving the subpoena may file a motion to compel compliance with the subpoena and may move for sanctions for failure to reasonably comply.

C. A person responding to a subpoena to produce books, papers, or documents shall produce them as they are kept in the usual course of business or may organize and label them to correspond with the categories in the demand.

D. If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably useable.

E. A person responding to a subpoena need not produce the same electronically stored information in more than one form.

F. A person responding to a subpoena need not produce books, papers, documents, or electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel production or to quash, the person from whom production is sought shall show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless



order production from such sources if the requesting party shows good cause. The court may specify conditions, including an allocation of the costs, for the production.

G. When the person subpoenaed is an adverse party, the party requesting the subpoena duces tecum may accompany his request with a written request under oath as to what facts he believes the books, papers, documents, electronically stored information, or tangible things will prove, and a copy of such statement shall be attached to the subpoena. If the party subpoenaed fails to comply with the subpoena, the facts set forth in the written statement shall be taken as confessed, and in addition the party subpoenaed shall be subject to the penalties set forth in Article 1357.

H. Subpoenas duces tecum shall reproduce in full the provisions of this Article.