IN THE COURT OF APPEALS OF THE STATE OF NEVADA

TRAMON FINNER, AN INDIVIDUAL, Appellant, vs. PARKER HURLESS, AN INDIVIDUAL; AND FENCING SPECIALISTS, INC., A NEVADA CORPORATION, Respondents.	No. 70656

FILED

APR 25 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY DEPUTY CLERK

ORDER OF AFFIRMANCE

Tramon Finner appeals from a final judgment, pursuant to a jury verdict, in a tort action. Eighth Judicial District Court, Clark County; Susan Johnson, Judge.

Finner was involved in a car accident with Parker Hurless.[1] Hurless, while driving a truck owned by Fencing Specialists, Inc., rear-ended Finner's car. Finner filed suit against Hurless and Fencing Specialists, Inc. ("respondents") alleging he sustained damages caused by their negligence. Respondents did not contest liability, but disputed causation and the nature and extent of Finner's alleged injuries arising from the accident.

The case proceeded to a jury trial, which lasted 11 days. Ultimately, the jury found that respondents' negligence did not cause

[1]We do not recount the facts except as necessary to our disposition.

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Finner to sustain any of the damages he alleged. Finner appeals from the district court's entry of judgment pursuant to this verdict.

The district court did not abuse its discretion by allowing the use of certain impeachment materials

On appeal, Finner makes a number of arguments concerning respondents' impeachment of one of his treating physicians, Dr. Brian Lemper, with questions concerning a settlement agreement Dr. Lemper entered into with the United States.[2] Finner argues the district court abused its discretion by determining Dr. Lemper's testimony opened the door to this impeachment and permitting respondents to introduce evidence of Finner's insurance in violation of the collateral source rule.

We review a district court's decision to admit or exclude evidence for an abuse of discretion. *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 913, 193 P.3d 536, 544 (2008). "[W]e will not interfere with the district court's exercise of its discretion absent a showing of palpable abuse." *Id.*

In this case, Finner, as a reservist in the United States Air Force, had health insurance through the government provider Tricare. Dr. Lemper is an anesthesia pain management physician who treated Finner's pain after he had back surgery and recommended further treatment options. At trial, Dr. Lemper's testimony focused on the

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[2]The record does not include the settlement agreement. Further, it does not identify any specific federal agency that may have been a party to that agreement.

reasonableness of the medical treatment Finner received as well as the cost of that treatment.

During direct examination, Dr. Lemper testified that he did not take "Medicare *or government insurances* because [he didn't] believe in a lot of the things they ask you to do." (Emphasis added.) Later, Finner's counsel asked Dr. Lemper if he treated Finner on a medical lien. Dr. Lemper testified that he had. Finner's counsel then asked Dr. Lemper if he had sold Finner's lien. Dr. Lemper confirmed that he had sold Finner's lien and went on to testify, "that's how you get treatment when you get in a car accident and you don't have any health insurance that somebody would take that can handle you."

Respondents' counsel argued to the district court that Dr. Lemper's testimony opened the door to impeaching him via questions concerning a settlement agreement Dr. Lemper entered into with the United States that prohibited Dr. Lemper from billing certain government health insurance providers, including Tricare. Finner's counsel objected, arguing that Dr. Lemper's testimony was inadvertent and that questions about the settlement would be irrelevant and unduly prejudicial.

After three bench conferences on the issue, the district court determined that Dr. Lemper's testimony, suggesting that he had to treat Finner on a lien because Finner did not have health insurance that he would accept, opened the door to impeachment with the settlement agreement. Consequently, respondents' counsel asked Dr. Lemper a series of questions concerning the impact of the settlement on his ability to bill Finner's health insurance. Dr. Lemper refused to concede that the settlement prohibited him from billing Finner's insurance or that the settlement impacted his decision to stop accepting government-provided

health insurances. Counsel then cross-examined Dr. Lemper by reading portions of the settlement agreement to Dr. Lemper that were inconsistent with the doctor's testimony. The settlement agreement was not offered or admitted as evidence and it was not published to the jury.

First, we conclude the district court did not palpably abuse its discretion by determining Dr. Lemper's testimony on direct opened the door to respondents' questions concerning his ability to bill Tricare. Dr. Lemper's testimony indicated that he did not accept government insurances, including Tricare, as a personal policy and, as a result, he treated Finner on a lien. The district court reasonably determined this testimony opened the door to impeachment concerning whether Dr. Lemper was actually prohibited from billing Tricare.

Relatedly, to the extent Finner argues the district court violated the collateral source rule by permitting respondents to ask Dr. Lemper if he knew that Finner had Tricare health insurance, we will not consider this argument on appeal. Finner did not object below to respondents' question about whether Dr. Lemper knew Finner had Tricare. Thus, we conclude Finner waived this argument. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal.").

We observe that the collateral source rule provides "that if an injured party received some compensation for his injuries from a source wholly independent of the tortfeasor, such payment should not be deducted from the damages which the plaintiff would otherwise collect from the tortfeasor." *Proctor v. Castelletti*, 112 Nev. 88, 90 n.1, 911 P.2d 853, 854 n.1 (1996) (quoting *Hrnjack v. Graymar, Inc.*, 94 Cal. Rptr. 623,

626 (1971)). Nevada has adopted "a per se rule barring admission of a collateral source of payment for an injury into evidence for any purpose." *Id.* at 90, 911 P.2d at 854. But the Nevada Supreme Court has not held that evidence of the mere existence of a potential collateral source which has not yet made a payment, might or might not make a payment in the future, or might only make a payment if sued in separate litigation, constitutes evidence of "compensation for [a plaintiff's] injuries from a source wholly independent of the tortfeasor." *Id.* at 90 n.1, 911 P.2d at 854 n.1. That remains an open question in Nevada. In the case at hand, Finner never received any payment from his insurance provider, so the questions at issue point to a collateral source of *non-payment*, a third-party that did not pay at all. Accordingly, under these circumstances, even if Finner had properly preserved this issue for appellate review, we still would conclude that the district court did not abuse its discretion in permitting respondents to ask whether Dr. Lemper knew Finner had Tricare health insurance when no payments had ever been made to Finner.

The district court did not abuse its discretion by permitting respondents to impeach Dr. Lemper with documents they did not disclose before trial

Finner argues the district court abused its discretion by permitting respondents to impeach Dr. Lemper with certain documents that respondents failed to disclose before trial. Specifically, he argues respondents impeached Dr. Lemper with drug pricing information, Dr. Lemper's deposition transcript from a different case, and the settlement agreement described above without disclosing these documents before trial.

We review a district court's decision to impose discovery sanctions, such as excluding evidence pursuant to NRCP 16.1(e), for an

abuse of discretion. *See Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. 243, 249, 235 P.3d 592, 596 (2010). NRCP 16.1(a)(3) provides, in relevant part:

> [A] party must provide to other parties the following information regarding the evidence that it may present at trial, including impeachment and rebuttal evidence: . . . (C) An appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises.

If a party fails to disclose a document or exhibit before trial, as required by NRCP 16.1(a)(3), the trial court "shall" impose certain sanctions, including prohibiting the use of that document or exhibit. NRCP 16.1(e)(3). Moreover, NRCP 37(c)(1) provides that "[a] party that without substantial justification fails to disclose information required by Rule 16.1 . . . is not, unless such failure is harmless, permitted to use as evidence at a trial . . . any witness or information not so disclosed."

Before trial, respondents made a number of disclosures in their pretrial memorandum. They disclosed that they might use "Plaintiff's medical records, billing records, and diagnostic films from . . . Lemper Pain Centers" at trial. They also disclosed that they might offer "[d]eposition transcripts . . . as needed for rebuttal or impeachment," but did not specify which transcripts they might use or identify the settlement agreement.

At trial, respondents attempted to impeach Dr. Lemper with certain portions of a transcript from his deposition in a different, previous case. They also attempted to impeach Dr. Lemper by comparing the costs of the prescription medicines he billed to Finner's account to generic costs

of similar medicines at various retail outlets. The district court, upon Finner's objection, barred respondents from continuing to use the transcript they had failed to disclose. However, it permitted respondents to impeach Dr. Lemper with the medication costs.

Finner avers that the district court abused its discretion because it permitted respondents to impeach Dr. Lemper with both of these documents. We conclude that the district court properly permitted respondents to impeach Dr. Lemper with the medication costs provided in Finner's medical records because they were disclosed in their pretrial memorandum. We further conclude that Finner's argument concerning the deposition transcript from the previous case is not persuasive in light of the fact that the district court *did not* permit respondents to continue to use this document upon Finner's objection.

Lastly, Finner complains that the district court erred by allowing respondents to impeach Dr. Lemper with the settlement agreement, which was not specifically disclosed before trial. While respondents did not disclose the settlement agreement to Finner before trial, their failure to disclose and subsequent use of the agreement at trial amounts to harmless error.

A verdict will not be set aside for harmless error. *See* NRCP 61 (stating the court "must disregard" errors that do not affect a party's substantial rights). When considering whether there was harmless error, "[t]he record must be considered as a whole." *Truckee-Carson Irrigation Dist. v. Wyatt*, 84 Nev. 662, 668, 448 P.2d 46, 50 (1968). The court "do[es] not presume prejudice from the occurrence of error in a civil case." *Boyd v. Pernicano*, 79 Nev. 356, 359, 385 P.2d 342, 343 (1963).

Respondents brought up the settlement agreement only after Dr. Lemper's testimony opened the door to this issue. Additionally, Finner introduced other evidence about his expenses through an economic expert witness. *See Trs. of Carpenters for S. Nev. Health & Welfare Tr. v. Better Bldg. Co.*, 101 Nev. 742, 745, 710 P.2d 1379, 1381 (1985) ("Our review of the record convinces us that in view of the other evidence presented concerning the tool rental payments, the admission of the IRS ruling, even if properly objected to, was harmless and does not necessitate a reversal.").

Furthermore, Finner's counsel had the opportunity during the redirect examination to rehabilitate Dr. Lemper and refute respondents' impeachment with the settlement agreement. In fact, Dr. Lemper roundly denied that the settlement agreement prevented him from billing Tricare. Moreover, the impeachment of Dr. Lemper's testimony regarding Finner's costs, which affected damages, did not ultimately focus on an issue the jury decided. As demonstrated by the special verdict form, the jury was first asked to determine causation, and never reached the issue of damages because it determined that causation was not proven. Thus, the testimony at issue was not unduly prejudicial. *Cf. Lee v. Baker*, 77 Nev. 462, 466-468, 366 P.2d 513, 515-16 (1961) (admitting diagram prepared by police officer who did not witness accident and was not available to testify, and diagram included "conclusions . . . as to the route of the two cars prior to impact, the point of impact, and the course taken by the cars after impact" in contrast to appellant's claim of non-negligence was "not the harmless error referred to in Rule 61 NRCP but is so prejudicial to appellant as to be inconsistent with substantial justice and to necessitate a new trial.").

Accordingly, when considering the record as a whole, we conclude respondents' use of the settlement agreement to impeach Dr. Lemper did not affect Finner's substantial rights at trial and was therefore harmless error, which does not warrant reversal.

The district court did not abuse its discretion by permitting respondents' independent medical expert to testify about certain opinions

Finner argues that the district court abused its discretion by permitting respondents' independent medical expert, Dr. Andrew Cash, to testify about "previously undisclosed opinions." Finner does not specify which of Dr. Cash's opinions were undisclosed, though he appears to focus on Dr. Cash's opinion that Finner was "malingering."[3]

NRCP 16.1(a)(2) requires each party to provide a written disclosure of its experts *and* the content of those experts' testimonies, including the information each expert considered in forming an opinion, well in advance of trial. Retained medical experts are subject to the requirements of this provision. *See FCH1, LLC v. Rodriguez*, 130 Nev. 425, 433, 335 P.3d 183, 189 (2014) (holding that where a treating physician's testimony exceeds the scope of opinions "formed during the course of treatment" (internal quotation marks omitted), the physician "testifies as an expert and is subject to the relevant requirements").

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[3]"Malingering" and "secondary gain" are similar concepts. Malingering involves faking health symptoms for some gain. *See Malinger*, BLACK'S LAW DICTIONARY (4th Pocket Ed. 2011) ("To feign illness or disability, esp. in an attempt to avoid an obligation or to continue receiving disability benefits."). Secondary gain is the advantage that occurs secondary to a stated or real illness.

In his expert report, Dr. Cash wrote:

> As a result of the subject accident, the patient [Finner] sustained headaches, a cervical strain, a thoracic strain, a lumbar strain and a left knee strain. He was advised to return to full duty within two months, while his medications were reduced to anti-inflammatories. There were no objective neurological findings. *Secondary gain was suspected repeatedly.* The conservative care, including diagnostic evaluation and radiographic imaging, from May 24, 2012 through July 24, 2012 was directly and causally related to the subject accident.

(Emphasis added.) And at trial, Dr. Cash testified:

> But after the point of which malingering was suspected and later confirmed, *and reconfirmed by my own evaluation*, I would say that at that point I can account for none of the symptomology forward because of loss of credibility.

(Emphasis added.)

While Dr. Cash's trial testimony did not exactly mirror the language he used in his report, his testimony did not deviate so far from his report as to amount to providing an undisclosed opinion at trial. Accordingly, we conclude the district court did not abuse its discretion by permitting Dr. Cash's opinion testimony at trial.

The district court did not abuse its discretion by permitting respondents' biomechanical engineering expert to testify

Finner argues the district court abused its discretion by permitting respondents' biomechanical engineering expert, Brian Jones, to testify at trial because his opinions failed to satisfy the "assistance requirement" of *Hallmark v. Eldridge*, 124 Nev. 492, 498, 189 P.3d 636, 650 (2008). In particular, Finner argues that, to form his opinions, Jones relied on certain studies that were published by the Society of Automotive

Engineers (SAE), which Finner claims has "loose" publication and peer review standards.[4] Further, he argues that Jones' reliance on generalizations about the stiffness coefficient of Finner's car renders his opinions unduly speculative. Further still, he argues that the mechanical model Jones used to calculate the change in velocity (Delta V) of the vehicles in this accident was inappropriate because that model was "based on correlation to the stiffness of vehicles in vehicle to barrier collisions and not vehicle to vehicle collisions," and the accident here involved two vehicles. Finally, Finner complains that the danger of unfair prejudice posed by Jones' testimony substantially outweighed its probative value.[5]

"We review a district court's decision to admit expert testimony for an abuse of discretion." *Leavitt v. Siems*, 130 Nev. 503, 509, 330 P.3d 1, 5 (2014). "An abuse of discretion occurs when no reasonable judge could reach a similar conclusion under the same circumstances." *Id.*

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[4]Finner argues these studies do not have a known error rate, as required by *Hallmark*, 124 Nev. at 501, 189 P.3d at 652. However, Finner does not provide any support for this argument from the record or from caselaw. Accordingly, we will not consider this argument. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (noting that an appellate court need not consider claims that are not cogently argued or supported by relevant authority).

[5]In his opening brief, Finner makes a passing suggestion that Jones' biomechanical opinions are not within a recognized field of expertise, but does not offer any additional argument or legal support for this proposition. Accordingly, we will not consider this argument because it was neither cogently argued nor supported by relevant authority. *See Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38.

To testify as an expert witness, the witness must be qualified in an area of specialized knowledge, the testimony must assist the trier of fact, and the testimony must be limited to the scope of the expert's knowledge. *Hallmark*, 124 Nev. at 498, 189 P.3d at 650. To determine if a witness is qualified to testify as an expert, the district court should consider, among other things, the witness' "(1) formal schooling and academic degrees, (2) licensure, (3) employment experience, and (4) practical experience and specialized training." *Id.* at 499, 189 P.3d at 650-51. A witness' testimony will assist the trier of fact "only when it is relevant and the product of reliable methodology." *Id.* at 500, 189 P.3d at 651. To determine if the witness' opinion is based upon reliable methodology, the district court should consider, among other things, "whether the opinion is (1) within a recognized field of expertise; (2) testable and has been tested; (3) published and subjected to peer review; (4) generally accepted in the scientific community (not always determinative); and (5) based more on particularized facts rather than assumption, conjecture, or generalization." *Id.* at 500-01, 189 P.3d at 651-52. If the witness formed the "opinion based upon the results of a technique, experiment, or calculation, then a district court should also consider whether (1) the technique, experiment, or calculation was controlled by known standards; (2) the testing conditions were similar to the conditions at the time of the incident; (3) the technique, experiment, or calculation had a known error rate; and (4) it was developed by the proffered expert for purposes of the present dispute." *Id.* at 501-02, 189 P.3d at 652.

In *Hallmark*, the Nevada Supreme Court concluded the district court abused its discretion by permitting the respondents'

biomechanical engineer to testify as an expert, in part because his testimony did not meet the assistance requirement of NRS 50.275. *Id.* at 502, 189 P.3d at 652-53. There, the court concluded that the respondent "did not *offer* any evidence that biomechanics was within a recognized field of expertise." *Id.* at 502, 189 P.3d at 652 (emphasis added). Further, it concluded that the respondents did not introduce any evidence demonstrating that the opinion they offered "was capable of being tested or that it had been tested." *Id.* Further still, the court concluded that the respondents did not introduce any evidence that their engineer's "theories had been published or subjected to peer review" or that his "types of opinions were generally accepted in the scientific community." *Id.* Finally, it concluded that the respondents' biomechanical engineer formed his opinion without knowing specific information about the accident at issue. *Id.* at 502, 189 P.3d at 652-53.

At trial, Jones testified (and provided in his report) that "biomechanics has long been viewed as an area of expertise by the National Aeronautic Space Administration, NASA, and the United States Armed Forces." Jones also testified that his opinions were based on a number of studies, which were in turn based on various crash tests. Despite Finner's counsel's suggestion of "loose" publication and peer review standards, Jones (and Finner's counsel) noted that he used published and peer reviewed studies and reports to perform the calculations necessary for him to render an opinion. Jones also testified at length that he relied on specific measurements from both of the subject vehicles to perform these same calculations.

We conclude that the district court could reasonably have determined that Jones' testimony satisfied the assistance requirement set

forth in *Hallmark*. Accordingly, we conclude that the district court did not abuse its discretion by determining that Finner's arguments only assailed the weight the jury should have ascribed to Jones' testimony, not its admissibility. *See generally Hallmark*, 124 Nev. at 505 n.35, 189 P.3d at 654 n.35 (noting that on appeal, the supreme court was reviewing the district court's decision to admit evidence and "not intrud[ing] on the jury's role to weigh the evidence").

The district court did not abuse its discretion by admitting Finner's chiropractor as an expert only in chiropractic medicine

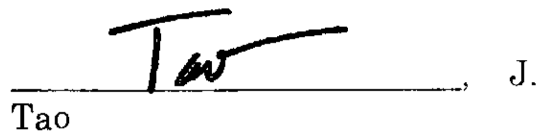
Finner argues the district court abused its discretion by refusing to recognize his chiropractic witness, Joseph Bananto, D.C., as a general "medical expert" and admitting him as an expert only in chiropractic medicine. Finner also argues that the district court improperly undermined Dr. Bananto's credibility and precluded him from testifying about causation. We disagree.

Again, "[w]e review a district court's decision to admit expert testimony for an abuse of discretion." *Leavitt*, 130 Nev. at 509, 330 P.3d at 5. This court will only reverse a district court's decision based on an error in the admission of evidence where "the appellant demonstrates from the record that, but for the error, a different result might reasonably have been expected." *Hallmark*, 124 Nev. at 505, 189 P.3d at 654 (internal quotation omitted).

Dr. Bananto is not a medical doctor. Nonetheless, the district court admitted him as an expert of chiropractic medicine and—contrary to Finner's assertions—permitted him to testify about causation. Dr. Bananto testified freely and fully about his opinions on the diagnosis, prognosis, and cause of Finner's injuries relating to the automobile accident. Therefore, because Dr. Bananto was permitted to present all of

his opinions at trial, even if the district court had erred by refusing to admit Dr. Bananto as a "medical expert," Finner cannot show that "a different result might reasonably have been expected." *Id.* at 505, 189 P.3d at 654. Moreover, Finner does not argue on appeal that any error in refusing to characterize Dr. Bananto as a "medical expert" was reversible, and, therefore, we will not reverse on this basis. *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) ("Issues not raised in an appellant's opening brief are deemed waived."). Accordingly, we

ORDER the judgment of the district court AFFIRMED.



_______________, J.
Tao

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Gibbons

SILVER, C.J., dissenting:

In a case where liability was not disputed, but where the jury's only task was to determine damages, the district court abused its discretion by allowing this defense attorney to question Finner's treating pain management doctor with irrelevant, collateral, and overly prejudicial evidence. This problematic ruling was then compounded by the fact that this "impeachment evidence" consisted of documents that were never produced pursuant to NRCP Rule 16.1. And, most significantly, the district court's ruling is reversible error because it allowed this defense attorney to call the jury's attention to the fact that Finner *had government*

insurance as a member of the United States Air Force. Therefore, I respectfully dissent.

In *Khoury v. Seastrand*, 132 Nev. ___, ___, 377 P.3d 81, 93-94 (2016), the Nevada Supreme Court clarified that inquiry into whether a physician treated on medical liens was relevant and admissible to show bias. The rationale behind this decision was that the physician may have a bias in testifying favorably for a plaintiff, as the doctor would be paid for his medical services only if the jury found in favor of the plaintiff. *Id.* at ___, 377 P.3d at 94.

Here, Finner's attorney concluded his direct examination by merely asking the treating physician, Dr. Lemper, if he treated Finner pursuant to a medical lien. Hurless argues that this questioning somehow opened the door to his cross-examination with inadmissible impeachment evidence. To be sure, most skilled trial attorneys would do exactly what Finner's attorney did—bring this issue up during his case-in-chief, and not allow an adversary to ask the question on cross-examination.

Here, after Finner's attorney elicited testimony that Dr. Lemper treated Finner on a medical lien, he then elicited testimony that Dr. Lemper "sold the medical lien" and, therefore, all of Finner's medical services were paid in full. Thus, at that stage, in my opinion, insurance had absolutely no relevance whatsoever, as Finner's attorney established that no bias existed for Dr. Lemper's testimony on plaintiff's behalf.

In any event, during the course of later explaining to the jury what a medical lien was, Dr. Lemper erroneously testified that Finner did not have insurance and then stated that because his office does not accept government insurance for medical services, he provides medical services on liens. At this point, Hurless' attorney requested that the district court

allow him to ask questions on cross-examination regarding the reason Dr. Lemper would not take government insurance—which was because Dr. Lemper settled a case with the government due to claims involving wrongful billing three years prior to Finner's accident. Further, defense counsel argued that Dr. Lemper "opened the door" to the existence of Finner's insurance, so he should be allowed on cross-examination to advise the jury that Finner had government insurance with the Air Force.

With absolutely no analysis regarding relevance or prejudice to Finner, the district court overruled Finner's objection that this type of evidence was collateral and overly prejudicial. Ironically, after the damning evidence was admitted through testimony during Lemper's cross-examination, the district court eventually stopped the questioning after Finner further objected that the documents the defense attorney was utilizing were never produced pursuant to NRCP Rule 16.1. In my view, the district court acted too late; prejudice resulted when the jury heard the testimony.

NRS. 50.085(3) provides in relevant part,

> Specific instances of the conduct of a witness, for the purpose of attacking or supporting the witness's credibility, other than conviction of crime, may not be proved by extrinsic evidence. They may, however, if relevant to truthfulness, be inquired into on cross-examination of the witness . . . subject to the general limitations upon relevant evidence[.]

Evidence that Dr. Lemper *settled* a case for alleged billing fraud with the government three years prior to Finner's accident was collateral and not proper impeachment evidence. Furthermore, this evidence was irrelevant to the issues in the case or to impeach Dr.

Lemper's testimony regarding his treatment of Finner. Finally, to say this evidence was overly prejudicial is, quite frankly, an understatement.

Next, the district court's ruling—allowing defense counsel to inform the jury that Finner had government medical insurance as a member of the United States Air Force—additionally violated the collateral source rule. *See Proctor v. Castelletti*, 112 Nev. 88, 90, 911 P.2d 853, 854 (1996) (establishing a *per se* rule prohibiting "the admission of a collateral source of payment for an injury into evidence *for any purpose*") (emphasis added); *see also Bass-Davis v. Davis*, 122 Nev. 442, 453-54, 134 P.3d 103, 110 (2006) (explaining that the collateral source rule prevents juries from improperly reducing damages on the grounds that a plaintiff received compensation from another source). Evidence of Finner's government medical insurance was most certainly overly prejudicial and I cannot say that admission of this evidence was harmless here because the jury found for the defense in a case where Finner was asking the jury to compensate him with money for damages resulting from a vehicle accident, including past medical bills. For the foregoing reasons, I respectfully dissent.

, C.J.

Silver

cc: Hon. Susan Johnson, District Judge
Persi J. Mishel, Settlement Judge
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