UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LORELIE GRANADA, Plaintiff, vs. AMERICAN FAMILY MUTUAL INSURANCE COMPANY, Defendant.	Case No. 2:10-cv-01510-PMP-PAL **ORDER**

The court conducted a telephonic dispute resolution conference at the request of counsel for the parties on January 4, 2011 commencing 11:50 a.m., and concluding at 11:54 a.m. Jesse Sbaih appeared on behalf of the Plaintiff, and Thomas Winner appeared on behalf of the Defendant.

The Complaint in this case was filed in state court and removed (Dkt. #1) September 3, 2010. It is an action brought by the Plaintiff/Insured against her insurance carrier for Uninsured Motorist/Under Insured Motorist ("UM/UIM") benefits, tortious breach of contract, breach of the implied covenant of good faith and fair dealing, unfair claims practices, breach of fiduciary duty and declaratory relief. The parties requested an emergency dispute resolution conference during the deposition of Plaintiff Lorelie Granada. Counsel for Defendant asked the Plaintiff who referred her to her medical care provider for treatment. Counsel for the Plaintiff objected asserting the attorney/client privilege.

Having considered the arguments of counsel, the court directed Plaintiff to answer the question which seeks factual information concerning who referred the Plaintiff to her treating provider. The court finds the question is relevant and discoverable within the meaning of Fed. R. Civ. P. 26 (b)(1). The party asserting the privilege bears the burden of establishing the communication is actually privileged. The court finds the Plaintiff has not met her burden. Although the communication may

have been between the Plaintiff and her attorney it was not a confidential communication made for the purpose of facilitating *legal advice*. As such, it is not covered by the attorney/client privilege.

IT IS SO ORDERED.

Dated this 4th day of January, 2011.

Peggy A. Leen
United States Magistrate Judge