

Date: 6-10-2020

AFFIDAVIT OF SERVICE

Case Number: N/A	Court: N/A	County: Washoe
Plaintiff / Petitioner: N/A	Defendant / Respondent: N/A	
Received by: Martin Ross	For: Washoe County District Attorney	
To be Served Upon: Walter Marting Cerecare Clinical Services, LLC		

I, DAVE ROBERSON, being duly sworn, depose and say: I am over the age of 18 years old and not a party to this action, and that within the boundaries of the state where service was affected, I was authorized by law to make service of the documents and informed said person of the contents herein

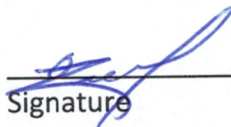
**Recipient Name / Address: Walter Marting
11055 Vincent Ln, Reno NV 89511**

**Date and time of Service: 6-13-2020
10:50 A.M.**

Documents: WCDA Notice Letter (2 pages)

Additional Comments: Walter Marting was served outside of the Starbucks at 6890 S. McCarren #100 near the Cerecare Clinical Services office in Reno.

Pursuant to NRS 53.045, I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.



Signature

6-13-2020

Date



One South Sierra Street
Reno, Nevada 89501

775.328.3200
washoecounty.us/da

Christopher J. Hicks
District Attorney

June 10, 2020

VIA Personal Service

Walter Marting
Cerecare Clinical Services, LLC
6900 S. McCarran Blvd. #1010
Reno, NV 89509

Re: Defective COVID 19 Test Kits and Delayed Test Results

Dear Mr. Marting:

Please accept this correspondence as Washoe County's notice that the Cerecare contract for the purchase of 5,000 COVID 19 test kits will be placed upon the agenda for the Meeting of the Board of County Commissioners on June 23, 2020. Washoe County Emergency Management will be recommending that the Board act to terminate the agreement with Cerecare based upon Cerecare's material breach of the agreement with Washoe County to provide test kits and return results within 72 hours. Additionally, Washoe County Emergency Management will further recommend to demand a refund of the \$825,000.00 paid to Cerecare under this agreement. It will also be recommended that the Board authorize staff to pursue all available damages and remedies including, but not limited to, direct, indirect and/or consequential damages if necessary.


As you are aware, this purchase order was for the provision of 5,000 COVID 19 test kits along with testing results within 72 hours of specimen receipt. There have been extensive problems with both the test kits themselves and with receipt of test result for specimens sent in to the lab. Many of the kits received by Washoe County were broken and/or leak. Further, the test results for specimens that were collected and sent in have NEVER been received within the contractual timeframe of 72 hours, instead trickling in around 11-14 days.

The continued failure to provide usable test kits and timely test results is a breach of the express and implied warranties of fitness and merchantability which has forced Washoe County and its regional partners to discontinue use of these defective test kits. Further, Cerecare's failure to timely provide test result for the few usable test kits is a breach of the DELIVERY clause, as it is clear that time was of the essence for performance of the testing side of the agreement. Cerecare's breach in this regard may be responsible for increased spread of COVID 19 in this community.

Walter Marting
June 10, 2020
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In closing, if you wish to address this issue with the Board, you are invited to attend the June 23, 2020, Board of County Commissioners meeting via Zoom video conference as the County continues to practice social distancing for public meetings. If you have any questions or concerns, please feel free to contact the undersigned at wcarner@da.washoecounty.us.

CHRISTOPHER J. HICKS
Washoe County District Attorney

By: 
WADE CARNER
Deputy District Attorney

WC/cat