

IN THE SUPREME COURT OF THE STATE OF NEVADA

STATE OF NEVADA, EX REL.
COMMISSIONER OF INSURANCE,
BARBARA D. RICHARDSON, IN
HER OFFICIAL CAPACITY AS
RECEIVER FOR SPIRIT
COMMERCIAL AUTO RISK
RETENTION GROUP, INC.,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, AND THE
HONORABLE, MARK R. DENTON,
DISTRICT JUDGE, DEPT. 13,

Respondents,

And Concerning,

THOMAS MULLIGAN, an individual;
CTC TRANSPORTATION
INSURANCE SERVICES OF
MISSOURI, LLC, a Missouri Limited
Liability Company; CTC
TRANSPORTATION INSURANCE
SERVICES LLC, a California Limited
Liability Company; CTC
TRANSPORTATION INSURANCE
SERVICES OF HAWAII LLC, a
Hawaii Limited Liability Company;
CRITERION CLAIMS SOLUTIONS
OF OMAHA, INC., a Nebraska
Corporation; PAVEL KAPELNIKOV,
an individual; CHELSEA FINANCIAL

Supreme Court Case No. 82701

District Court Case No.

A-20-809963-B

Electronically Filed
Aug 25 2021 04:06 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**REAL PARTIES IN INTEREST
JAMES MARX, CARLOS
TORRES, VIRGINIA TORRES and
JOHN MALONEY'S ANSWERING
BRIEF AGAINST ISSUANCE OF
PETITION FOR WRIT OF
MANDAMUS**

GROUP, INC., a California Corporation; CHELSEA FINANCIAL GROUP INC., a Missouri Corporation; CHELSEA FINANCIAL GROUP, INC., a New Jersey Corporation d/b/a CHELSEA PREMIUM FINANCE CORPORATION; FOURGOLEAN CAPITAL, LLC, a New Jersey Limited Liability Company; KAPA MANAGEMENT CONSULTING, INC. a New Jersey Corporation; KAPA VENTURES, INC., a New Jersey Corporation; GLOBAL FORWARDING ENTERPRISES LIMITED LIABILITY COMPANY, a New Jersey Limited Liability Company; NEW TECH CAPITAL, LLC, a Delaware Limited Liability Company; LEXICON INSURANCE MANAGEMENT LLC, a North Carolina Limited Liability Company; ICAP MANAGEMENT SOLUTIONS, LLC, a Vermont Limited Liability Company; SIX ELEVEN LLC, a Missouri Limited Liability Company; 10-4 PREFERRED RISK MANAGERS INC., a Missouri Corporation; IRONJAB LLC, a New Jersey Limited Liability Company; YANINA G. KAPELNIKOV, an individual; IGOR KAPELNIKOV, an individual; QUOTE MY RIG LLC, a New Jersey Limited Liability Company; MATTHEW SIMON, an individual; DANIEL GEORGE, an individual; JOHN MALONEY, an individual; JAMES MARX, an individual; CARLOS TORRES, an individual; VIRGINIA TORRES, an individual; SCOTT McCRAE, an

individual; BRENDA GUFFEY, an individual; and 195 GLUTEN FREE LLC, a New Jersey Limited Liability Company,

Real Parties in Interest.

Sheri M. Thome, Esq.
Nevada Bar No. 008657
Wilson Elser Moskowitz Edelman & Dicker LLP
6689 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119
Attorneys for Real Parties in Interest
John Maloney, James Marx, Virginia Torres and Carlos Torres

NEV. R. APP. P. 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in Nev. R. App. P. 26.1(a) and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualifications or recusal.

1. John Maloney;
2. James Marx;
3. Virginia Torres; and
4. Carlos Torres.

Over the course of the above-captioned matter, Sheri M. Thome, of Wilson, Elser, Moskowitz, Edelman & Dicker LLP has represented the parties listed above.

Dated: August 25, 2021.

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

/s/ Sheri M. Thome
Sheri M. Thome, Esq.
Nevada Bar No. 008657
6689 Las Vegas Blvd. South, Suite 200
Las Vegas, Nevada 89119
*Attorneys for Real Parties in Interest
John Maloney, James Marx, Virginia
Torres and Carlos Torres*

TABLE OF CONTENTS

NEV. R. APP. P. 26.1 DISCLOSURE	iv
TABLE OF CONTENTS	v
TABLE OF AUTHORITIES	vi
INTRODUCTION.....	1
STATEMENT OF ISSUES PRESENTED	1
STANDARD OF REVIEW	1
STATEMENT OF RELEVANT FACTS	2
<i>A. Background.....</i>	2
<i>B. Nature of the Claims</i>	3
<i>C. District Court Orders and Status of Arbitration</i>	4
<i>D. The Writ of Mandamus</i>	5
ARGUMENT.....	5
<i>A. Mandamus Review is Inappropriate.....</i>	5
<i>B. The District Court Did Not Abuse its Discretion in Staying the Case Against the Director Defendants, as it Had the Legal Authority to Do So. </i>	7
<i>C. A Stay Is Appropriate Because the Claims against the Individual Defendants are Premised on the Claims Subject to Arbitration.</i>	8
<i>D. Without a Stay, the Parties Will Expend Unnecessary Resources and Risk Duplicative Litigation.</i>	10
CONCLUSION.....	12
CERTIFICATE OF COMPLIANCE	13
CERTIFICATE OF SERVICE BY ELECTRONIC FILING	14

TABLE OF AUTHORITIES

CASES

<i>Chur v. Eighth Judicial Dist. Court</i> , 458 P.3d 336, 337 (Nev. 2020).....	10
<i>Cote H. v. Eight Jud. Dist. Court</i> , 124 Nev. 36, 39, 175 P.3d 906, 908 (2008).....	7
<i>D.R. Horton, Inc. v. Eighth Judicial Dist. Court</i> , 131 Nev. 865, 358 P.3d 925 (2015).....	6
<i>Hill v. G E Power Sys., Inc.</i> , 282 F.3d 343, 347 (5th Cir. 2002)	9
<i>Int'l Game Tech., Inc. v. Second Judicial Dist. Court</i> , 124 Nev. 193, 197, 179 P.3d 556, 558 (2008).....	6
<i>Landis v. N. Am. Co.</i> , 299 U.S. 248, 254 (1936).....	8
<i>Leyva v. Certified Grocers of Cal., Ltd.</i> , 593 F.2d 857, 859, 864 (9th Cir. 1979)	8, 11
<i>Moore v. District Court</i> , 96 Nev. 415, 610 P.2d 188, 189 (1980).....	7
<i>Old Aztec Mine, Inc. v. Brown</i> , 97 Nev. 49, 52, 623 P.2d 981, 983 (1981).....	8
<i>Stern v. United States</i> , 563 F. Supp. 484 (D. Nev. 1983).....	8
<i>Zupancic v. Sierra Vista Recreation, Inc.</i> , 97 Nev. 187, 192-193, 625 P.2d 1177, 1180 (1981)	1

STATUTES

NRS 34.160	6
NRS 34.170	6
NRS 38.291(7)	7

OTHER AUTHORITIES

9 U.S.C. § 3	5, 7
--------------------	------

INTRODUCTION

The Receiver's case describes alleged wrongful conduct by entities CTC and Criterion that supposedly used numerous other entities and individuals to carry out a "vast fraudulent scheme". The district court did not abuse its discretion in granting a stay of proceedings against the remaining defendants while the CTC and Criterion Defendants arbitrate their matters. The matters sent to arbitration are so intertwined with the allegations pled against the individual defendants that a stay is warranted. Failure to recognize the connection between the claims will result in duplicative and costly litigation, and the district court's decision to grant the request for a stay should not be disturbed.

STATEMENT OF ISSUES PRESENTED

Respondents John Maloney, James Marx, Virginia Torres and Carlos Torres were not involved in the Motion to Compel Arbitration. The only issue involving Respondents is whether the district court abused its discretion by staying all proceedings against the remaining defendants when it granted the motions to compel arbitration.

STANDARD OF REVIEW

The denial of a motion to stay civil proceedings should be reviewed for abuse of discretion, as it involves a procedural issue. *Zupancic v. Sierra Vista Recreation, Inc.*, 97 Nev. 187, 192-193, 625 P.2d 1177, 1180 (1981).

STATEMENT OF RELEVANT FACTS

A. Background

Spirit was a captive insurance company specializing in providing insurance to commercial truck owners. APP0011, ¶ 52. CTC served as their program administrator. APP0017, ¶ 86. Criterion provided Spirit with claims administration services. APP0005, ¶ 14. CTC and Criterion had agreements with Spirit that contained arbitration provisions requiring arbitration for any dispute arising from their agreements. APP0466-APP0470; APP0495-APP0513.

On January 11, 2019, the Nevada Insurance Commissioner filed a Petition for Appointment of Commissioner as Receiver in the Eighth Judicial District Court. APP0456. On February 27, 2019, the court granted the Petition and appointed the Commissioner as Spirit's Permanent Receiver. APP0018, ¶ 92.

On February 6, 2020, Barbara D. Richardson, in her capacity as the Statutory Receiver for Spirit Commercial Auto Risk Retention Group, Inc. ("Receiver") sued CTC and Criterion on behalf of Spirit, arguing that they collected funds under their respective agreements and improperly distributed these funds to other individual and entity defendants. APP0001-79. Other entities were also named as defendants, along with several individual defendants (the "Director Defendants") who served as officers and directors of Spirit during various times. *Ibid.*

Respondents herein are former individual directors of Spirit, Dr. James Marx,

Carlos Torres, Virginia Torres and John Maloney. APP0009.

B. Nature of the Claims

The Receiver describes the instant action as arising from “a vast fraudulent enterprise” primarily involving the Criterion and CTC entities. As to CTC, the Receiver asserts that it “like the hub of a wheel, was at the center of the scheme that caused the insolvency of Spirit Commercial Auto Risk Retention Group, Inc.” APP0721. As to Criterion, the Receiver similarly characterizes it as “playing a critical role in the scheme”, and along with the CTC Defendants and Mr. Mulligan, allegedly siphoned millions of dollars from Spirit. APP0671-672.

The crux of the Receiver’s Complaint as against the Respondents, in which they are defined with other former directors as the “Spirit Director Defendants”, is that they violated their fiduciary duties by failing to exercise due care in managing the company or instituting appropriate safeguards to prevent CTC and Criterion’s alleged misconduct:

¶ 200: *The duties owed by the Spirit Director Defendants included instituting adequate internal controls to protect company assets and operations*, adequately selecting and supervising employees and contractors, making accurate, non-misleading statements to regulators, avoiding self-dealing, fully and adequately disclosing related party transactions, avoiding the squandering of the company’s assets, and *reviewing and ensuring the accuracy of company documents, financial statements, and regulatory filings.*

APP0035, ¶ 200 (emphasis added).

The Receiver further alleges that the Spirit Director Defendants (amongst the other defendants) violated their fiduciary duties by failing to enforce terms of CTC's contract with Spirit:

¶ 202: Further, the Spirit Director Defendants failed to collect substantial balances in accounts receivable owed to Spirit, *failed to obtain premiums from CTC, failed to accurately report financials, misguided the Division as to the financial and operating status of Spirit, and failed to maintain reserve requirements*, leaving the company in precarious financial condition.

APP0035, ¶ 202 (emphasis added).

C. District Court Orders and Status of Arbitration

On May 14, 2020, CTC and Criterion filed motions to compel arbitration. APP0452-APP0536. The district court determined that the Receiver was bound by the arbitration agreements, and on July 16, 2020, and July 22, 2020, issued orders granting CTC and Criterion's motions to compel arbitration. APP0997-APP1040. The district court denied the Receiver's motions for reconsideration of these orders. APP1303-APP1316; APP1402-APP1410.

On August 28, 2020, several individual defendants¹ filed a motion to stay the district court proceedings pending the outcome of arbitration. APP1181-APP1193.

¹ Defendants Six Eleven, LLC, Quote My Rig, LLC, New Tech Capital, LLC, 195 Gluten Free, LLC, 10-4 Preferred Risk Managers, Inc., Ironjab, LLC, Fourgorean Capital, LLC, Chelsea Holding Company, LLC, and Chelsea Financial Group, Inc. (Missouri) (herein collectively referred to as "Six-Eleven Defendants").

On September 2 and 3, 2020, other defendants joined the motion to stay.² APP1205-APP1257. The district court granted the motions to stay the case until after the arbitration. APP1431-APP1454. The district court based its decision on its inherent right to control its docket; on 9 U.S.C. § 3; and on NRS 38.291(7). *Id.* at APP1441-1442. At the time the district court ruled on the motion to stay, the Receiver represented that the arbitrations had not been initiated. APP 1394-1395. The Receiver did not raise that it had no authority to initiate the arbitrations. *Id.*

D. The Petition Writ of Mandamus

The Receiver filed a Petition for Writ of Mandamus on April 1, 2021 (the “Petition”), to challenge the arbitration orders and the granting of the stay. As it pertains to the Respondents herein, the Receiver claims that the district court abused its discretion in staying the proceedings, arguing that the district court had no factual or legal basis to do so.

ARGUMENT

A. Mandamus Review is Inappropriate.

A writ of mandamus is available to compel the performance of an act that the law requires or to control an arbitrary or capricious exercise of discretion. NRS

² Defendants Brenda Guffey, James Marx, John Maloney, Virginia Torres, Carlos Torres, Lexicon Insurance Management, LLC, Daniel George, ICAP Management Solutions, LLC, Matthew Simon, Jr., Scott McCrae, Pavel Kapelnikov, Chelsea Financial Group, Inc. (New Jersey), Chelsea Financial Group, Inc. (California), Global Forwarding Enterprises, LLC, Kapa Management Consulting, Inc., Kapa Ventures, Inc., Igor Kapelnikov, Yanina Kapelnikov, and Thomas Mulligan (collectively “Defendants”).

34.160; *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008). It is considered an extraordinary remedy. Extraordinary writ relief is only available if there is no plain, speedy and adequate remedy in the ordinary course of law. NRS 34.170. The right to appeal a final judgment is generally considered an adequate legal remedy that precludes writ relief. However, at times, the Court will exercise its discretion and grant writ relief under “circumstances of urgency or strong necessity, or when an important issue of law needs clarification and sound judicial economy and administration favor the granting of the petition.” *D.R. Horton, Inc. v. Eighth Judicial Dist. Court*, 131 Nev. 865, 358 P.3d 925 (2015), citing *Cote H. v. Eight Jud. Dist. Court*, 124 Nev. 36, 39, 175 P.3d 906, 908 (2008). Nothing concerning the stays as to the Director Defendants (and other non-arbitrating defendants) presents the urgency or necessity requiring writ relief. The Receiver referenced in her Opposition (and at the hearing) claimants which she relayed are in dire need of material financial distributions from the Spirit receivership. But she only discussed these claimants in a general sense, and included no actual details concerning the claims or the receiverships’ ability to resolve the claims with the funds on hand. She submitted no declaration attesting that the stay of the matter would deprive the Receiver of the ability to resolve the claims, thus there is no urgent basis for denying a stay. APP1262, 1276. The only real issue is whether the case proceeds immediately or after the CTC/Criterion Arbitrations.

Finally, the Court will generally refuse to consider a writ petition that would resolve only part of the underlying action. *Moore v. District Court*, 96 Nev. 415, 610 P.2d 188, 189 (1980). Here, granting extraordinary relief on the order staying the case will not resolve the underlying action; it will merely advance the timing of the litigation. Because the requested relief will not dispose of the entire action, this Court should deny the Receiver's Petition.

B. The District Court Did Not Abuse its Discretion in Staying the Case Against the Director Defendants, as it Had the Legal Authority to Do So.

The Receiver argues that the district court lacked authority to stay the proceedings against the remaining defendants, challenging its reliance on 9 U.S.C. § 3 and NRS 38.291(7). But the Receiver cannot challenge the district court on the grounds, as she failed to raise those arguments below. APP1273-1275; *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981). Importantly, the Receiver's Petition ignores the district court's inherent powers, under which it may stay a case to control the disposition of cases on its docket. *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). Courts appropriately stay cases if the result of a separate proceeding has some bearing upon the district court case. *Leyva v. Certified Grocers of Cal., Ltd.*, 593 F.2d 857, 864 (9th Cir. 1979); *Stern v. United States*, 563 F. Supp. 484 (D. Nev. 1983). Where, as here, arbitration is at issue, it is judicially efficient to stay claims not subject to the arbitration when they arise out of the same conduct as

claims subject to the arbitration agreement. *Hill v. G E Power Sys., Inc.*, 282 F.3d 343, 347 (5th Cir. 2002).

C. A Stay Is Appropriate Because the Claims against the Individual Defendants are Premised on the Claims Subject to Arbitration.

The CTC or Criterion arbitration may materially affect the Receiver's claims against the Director Defendants. As described, *supra*, the Complaint alleged a vast fraudulent enterprise of interrelated companies and individuals who supposedly worked together to deprive Spirit of money. The Receiver's Complaint essentially describes CTC as the "hub" of the wheel and the other defendants as the "spokes". See, e.g., APP0023, ¶ 132; APP0039, ¶ 224; APP1416, p. 5:4-6. As to the Respondents, the Receiver asserts six claims: (1) breach of contract (Fourth Cause of Action); (2) breach of fiduciary duty (Sixth Cause of Action); (3) unjust enrichment (Eleventh Cause of Action); (4) fraud (Twelfth Cause of Action); (5) civil conspiracy (Thirteenth Cause of Action); and (6) NRS 78.300 (Nineteenth Cause of Action). APP0050-0053, 0060-0068. Three of these claims, unjust enrichment, fraud and civil conspiracy, were also brought against CTC and Criterion, thus were the subject of the Motions to Compel Arbitration. APP0060, 0061, 0065. Through these claims, the Receiver contends that Respondents somehow mismanaged funds; ignored fraud; allowed CTC and Criterion to obtain their program administrator contracts; and conspired with CTC and Criterion (and others) to allow CTC and Mr. Mulligan to embezzle or otherwise financially benefit

from transactions which harmed Spirit. *Id.*

In order to determine the scope of what the Director Defendants allegedly “ignored”, or the extent of any cooperation in any conspiracy asserted, it is reasonable to require the Receiver to first establish misconduct on the part of CTC and Criterion. Once established, then the inquiry would turn to what the Director Defendants knew, when they knew it, and what obligations they had with respect to the information. See, for example, *Chur v. Eighth Judicial Dist. Court*, 458 P.3d 336, 337 (Nev. 2020)(the claimant must prove that the directors intentionally or knowingly acted in a manner that harmed the company).

Because the issues addressed in the arbitration will necessarily involve the conduct of the officers of the Spirit entities, those matters proceeding to arbitration with CTC and Criterion are intertwined with the facts and elements necessary to prove the allegations against the Director Defendants. The Receiver’s claims will be severely diminished or narrowed as to the Director Defendants if CTC and Criterion prevail in arbitration because the claims against the Director Defendants are premised on the claims that were compelled to arbitration. And if CTC and Criterion do not prevail in arbitration, the Receiver’s claims that the Director Defendants failed to implement appropriate controls or proceed with enough oversight regarding CTC and Criterion are ripe for litigation. The Receiver’s attempt to characterize the arbitration matter as separate from the stayed matter is

contrary to her positions filed in various briefs filed with the district court, but also to the allegations of the Complaint. See, e.g., APP1260, p. 2:11-13 [describing the defendants’ “vast fraudulent enterprise”]; APP1280, p. 22:-12 [noting and “the interplay between all of the defendants”]. As a result, the district court properly exercised its discretion in granting the motion to stay.

D. Without a Stay, the Parties Will Expend Unnecessary Resources and Risk Duplicative Litigation.

Incongruent judgments or rulings can lead to confusion and the inability properly and appropriately administer justice. *Leyva, supra*, 593 F.2d at p. 859 (a trial court may, with propriety, find it is efficient for its own docket and the fairest course for the parties to enter a stay of an action before it, pending resolution of independent proceedings which bear upon the case). Here, a stay avoids the risk of inconsistent results. The claims referred to arbitration are inextricably intertwined with the causes of action against the individual defendants; if CTC and Criterion are not liable, then remaining claims against the individual defendants are unlikely to succeed. They should not be forced to litigate “portions” of the claims alleged in the meantime.

The Receiver argues that conducting the arbitrations first would be a waste of the Receiver’s limited resources. She frames her argument by stating the tort claims should first be litigated against the individual defendants before litigating the claims against the entities used by those individuals. This proposed track would have the

inquiry addressed in reverse order. The Receiver would have to establish in the district court that the Director Defendants ignored red flags of CTC and Criterion's wrongful conduct, and subsequently (or not at all, per the Receiver's brief), establish the predicate wrongful conduct on the part of CTC and Criterion.

The Receiver then claims that it will be less costly to litigate against all individuals than to pay for two arbitration panels. This ignores the basic fact that it was Receiver who instituted the action. The expense to the Receiver does not justify denying a stay, as she elected to bring claims not only against the entities that she believes actually defrauded Spirit, but against individuals and entities who had only tangential interactions with those entities. Absent the stay, those individuals, including Respondents, are facing litigating issues piecemeal, which inflates the cost of any litigation. For example, how will the Receiver establish her allegation that “[e]ach of the Spirit Director Defendants failed to uphold these duties owed to Spirit, resulting in improper ‘loans’, ‘dividends,’ and other unusual transactions and the disappearance of tens of millions of dollars due to Spirit from CTC, Criterion, Chelsea Financial, and other entities in the Mulligan Enterprise,” without establishing the improper loans, transactions and disappearance of funds that are the basis of the allegations. APP0035. Those loans, transactions and funds are issues to be determined in the arbitrations, as all claims against CTC and Criterion are included within the arbitration order. Thus, the expense of duplicative litigation

cannot be avoid by proceeding solely against the individuals, at least as to Respondents, who are not asserted to have been the “hub” of any fraudulent scheme.

CONCLUSION

Respondents hereby request that this Court deny the Receiver’s Petition as it pertains to the stay ordered by the district court.

Dated: August 25, 2021.

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

/s/ Sheri M. Thome

Sheri M. Thome, Esq.

Nevada Bar No. 008657

6689 Las Vegas Blvd. South, Suite 200

Las Vegas, NV 89119

Attorneys for Real Parties in Interest

*John Maloney, James Marx, Virginia Torres
and Carlos Torres*

CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with the formatting requirements of Nev. R. App. P. 32(a)(4), the typeface requirements of Nev. R. App. P. 32(a)(5), and the type style requirements of Nev. R. App. P. 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word 2013 in 14-point Times New Roman font style.

I further certify that this brief complies with the page- or type-volume limitations of Nev. R. App. P. 32(a)(7) because, excluding the parts of the brief exempted by Nev. R. App. P. 32(a)(7)(C), it is proportionally spaced, has a typeface of 14 points or more and contains 2,740 words.

Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular Nev. R. App. P. 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated: August 25, 2021.

/s/ Sheri M. Thome
Sheri M. Thome, Esq.

CERTIFICATE OF SERVICE BY ELECTRONIC FILING

I hereby certify that I am an employee of Wilson, Elser, Moskowitz, Edelman & Dicker LLP and that on this 25th day of August, 2021, I did serve by way of electronic filing, a true and correct copy of the above and foregoing **REAL PARTIES IN INTEREST JAMES MARX, CARLOS TORRES, VIRGINIA TORRES and JOHN MALONEY'S ANSWERING BRIEF AGAINST ISSUANCE OF PETITION FOR WRIT OF MANDAMUS** on the following:

Mark E. Ferrario, Esq.
Kara B. Hendricks, Esq.
Tami D. Cowden, Esq.
Kyle A. Ewing, Esq.
GREENBERG TRAURIG, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, NV 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002
ferrariom@gtlaw.com
hendricksk@gtlaw.com
cowdent@gtlaw.com
Attorneys for Petitioner Barbara D. Richardson

Kurt R. Bonds, Esq.
Trevor R. Waite, Esq.
ALVERSON, TAYLOR & SANDERS
6605 Grand Montecito Pkwy.
Suite 200
Las Vegas, NV 89149

Thomas E. McGrath, Esq.
Christopher A. Lund, Esq.
TYSON & MENDES LLP
170 South Green Valley Parkway,
Suite 300
Henderson, NV 89012
Telephone: (702) 724-2648
Facsimile: (702) 938-1048
tmcgrath@tysonmendes.com
clund@tysonmendes.com
*Attorneys for Real Parties in Interest
Attorneys for Defendants Pavel
Kapelnikov; Chelsea Financial Group,
Inc. a California corporation; Chelsea
Financial Group, Inc. a New Jersey
corporation; Global Forwarding
Enterprises, LLC; Kapa Management
Consulting, Inc.; Kapa Ventures, Inc.;
and Igor and Yanina Kapelnikov*

John R. Bailey, Esq.
Joshua M. Dickey, Esq.
Rebecca L. Crooker, Esq.
BAILEY KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302

Telephone: (702) 384-7000
efile@alversontaylor.com
Attorneys for Real Parties in Interest
Brenda Guffey

Robert S. Larsen, Esq.
Wing Yan Wong, Esq.
GORDON REES SCULLY
MANSUKHANI, LLP
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
rlarsen@grsm.com
wwong@grsm.com
Attorneys for Real Parties in Interest
Lexicon Insurance Management LLC;
Daniel George; and ICAP
Management Solutions, LLC

L. Christopher Rose, Esq.
Kirill V. Mikhaylov, Esq.
William A. Gonzales, Esq.
HOWARD & HOWARD
ATTORNEYS PLLC
3800 Howard Hughes Parkway, Suite
1000
Las Vegas, Nevada 89169
lcr@h2law.com
kvm@h2law.com
wag@h2law.com
Attorneys for Defendants Six Eleven
LLC; Quote My Rig, LLC; New Tech
Capital LLC; 195 Gluten Free LLC; 10-
4 Preferred Risk Managers, Inc.;
Ironjab, LLC; Fourgorean Capital

Telephone: 702.562.8820
Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
JDickey@BaileyKennedy.com
RCrooker@BaileyKennedy.com
Attorneys for Real Parties in Interest
Criterion Claim Solutions of Omaha,
Inc.

William R. Urga, Esq.
David J. Malley, Esq.
Michael R. Ernst, Esq.
JOLLEY URGA WOODBURY &
HOLTHUS
50 S. Stephanie Street, Suite 202
Henderson, NV 89012
Phone: (702) 699-7500
Facsimile: (702) 699-7555
wru@juwlaw.com
djm@juwlaw.com
mre@juwlaw.com
Attorneys for Real Parties in Interest
Thomas Mulligan

Tamara Beatty Peterson, Esq.
Nikki L. Baker, Esq.
David E. Astur, Esq.
PETERSON BAKER, PLLC
701 South 7th Street
Las Vegas, Nevada 89101
tpeterson@petersonbaker.com
nbaker@petersonbaker.com
dastur@petersonbaker.com
Attorneys for Real Parties in Interest
Matthew Simon Jr. and Scott McCrae

*LLC; Chelsea Holding Company, LLC;
and Chelsea Financial Group, Inc.
(Missouri)*

Matthew T. Dushoff, Esq.
Jordan D. Wolff, Esq.
SALTZMAN MUGAN DUSHOFF
1835 Village Center Circle
Las Vegas, Nevada 89134
Mdushoff@nvbusinesslaw.com
jwolff@nvbusinesslaw.com

*Attorneys for Real Parties in Interest
CTC Transportation Insurance
Services of Missouri, LLC; CTC
Transportation Insurance Services,
LLC and CTC Transportation Services
of Hawaii, LLC*

With a courtesy copy via email (pursuant to March 20, 2020 order of the Chief Judge of the EDJC that courtesy copies be submitted via email):

Judge Mark R. Denton
Eighth Judicial District Court
Clark County, Nevada
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

via email on August 25, 2021 to Dept131c@clarkcountycourts.us

/s/ Lani Maile

An Employee of
Wilson, Elser, Moskowitz, Edelman & Dicker LLP