

**IN THE SUPREME COURT OF THE  
STATE OF NEVADA**

NUVEDA, LLC,

Petitioner,

vs

EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF  
NEVADA, IN AND FOR THE  
COUNTY OF CLARK, THE  
HONORABLE ELIZABETH  
GONZALEZ, DISTRICT JUDGE,

Respondent,

SHANE TERRY,

Real Party in Interest.

Electronically Filed  
Aug 18 2021 04:36 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
Supreme Court Case No. 82767

Case: A-20-817363-B

Lead Case: A-17-755479-B

Other Consolidated Cases with Lead  
Case:  
A-19-791405-C and A-19-796300-B

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**REPLY TO ANSWER TO PETITION FOR WRIT OF PROHIBITION OR,  
IN THE ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS**

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LAW OFFICE OF MITCHELL STIPP  
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<sup>1</sup> A. William Maupin serves as co-counsel to Petitioner in this matter.

DATED this 18th day of August, 2021.

LAW OFFICE OF MITCHELL STIPP

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## I. Introduction

Shane Terry filed his answer to the Writ Petition before this Court. See Answer, Dkt. 21-21028.<sup>2</sup> As it should be clear, Mr. Terry’s answer is completely frivolous and exceeds the scope of the matters before this Court. The only issue before this Court is whether the order dismissing Mr. Terry’s claims with prejudice by the American Arbitration Association (“AAA”) (AAA Case No. 01-15-0005-8574/Case No. A-15-728510-B) can be set aside if Mr. Terry’s transaction with BCP 7 Holding, LLC (“BCP 7”)<sup>3</sup> and Brian Padgett is rescinded after trial on the issue of contract rescission.<sup>4</sup> Mr. Terry contends the order is automatically set aside if the transaction is rescinded. See Answer, Dkt. 21-21028 (page 23) (“As set forth above, a rescinded contract is void ab initio. It logically follows that if the Terry Purchase Agreement is void, then the dismissal entered in the Arbitration,

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<sup>2</sup> Mr. Terry unilaterally added Dotan Melech, as the receiver for CWNevada, LLC and Phil Ivey as real-parties-in interest. Neither Mr. Melech nor Mr. Ivey are parties to this case before the Nevada Supreme Court.

<sup>3</sup> The legal name of the buyer has been the subject of dispute and referenced incorrectly as “BCP 7, LLC” and “BCP 7 Holding, LLC” (including by NuVeda in this case), but for purposes of the matters before this Court, it is immaterial. The point is Mr. Terry sold his interest to a third-party and no longer owns any claims or interest in NuVeda or its affiliates/subsidiaries.

<sup>4</sup> The transaction with BCP also includes the sale of Mr. Terry’s interest in Clark NMSD, LLC, Clark Natural Medicinal Solutions, LLC, and Nye Natural Medicinal Solutions, LLC (which are affiliates/subsidiaries of NuVeda). See Dkt. 21-10778, Appendix Vol. 1 0002-0033. The assignment of interest included as part of Appendix Vol. 1 0007 failed to include Mr. Terry’s electronic signature when it was compiled as part of filings before the district court and the Appendix. The technical issue has been resolved. A true and accurate copy of the fully executed assignment of interest is included as part of Appendix 16 filed with this reply. Mr. Terry has never argued that he did not sign this instrument.

based solely on the electronic mail proffered by Mr. Padgett, is equally void.”). However, Mr. Terry does not explain how he is currently able still to maintain claims against NuVeda and its affiliates/subsidiaries arising from his interest/claims which were sold to BCP 7 pending rescission. Alternatively, Mr. Terry contends if the order is not automatically set aside, the order is void under NRCP 60(b)(4). Id. (page 24) (“Rule 60(b)(4) allows a court to set aside a judgment, in this case the AAA dismissal, when it is void.”). Mr. Terry conflates the concept of contractual rescission with a void judgment based on the lack of jurisdiction. However, Mr. Terry acknowledges that his *ex parte* request for relief submitted to AAA was denied because the case was closed, and AAA no longer had jurisdiction. See Answer, Dkt. 21-21028 (page 18 together with footnote 18). Mr. Terry did not appeal the decision by AAA to the district court. Instead, the district court *sua sponte* determined it suddenly had jurisdiction (even when AAA did not) to consider the request to set aside AAA’s order under NRCP 60(b)(4), and the district court first desired to schedule an evidentiary hearing solely on the issue of rescission of Mr. Terry’s transaction with BCP 7 and Mr. Padgett. See Exhibit 1 to NuVeda’s Second Supplement, Dkt. 21-17201. Ultimately, the district court reconsidered its decision to schedule an evidentiary hearing on rescission upon motion by NuVeda and the concession by Mr. Terry that there were factual

issues on the issue of rescission to be resolved by a trier of fact (jury not the court). Id. (Exhibit 2); see also Dkts. 21-16555 and 21-16558, Appendix Vols. 14 and 15, 1069-1140, 1075.

NuVeda contends the claims asserted by Mr. Terry in Case No. A-19-796300-B are owned by BCP 7. The transaction has not been rescinded. Even so, NuVeda contends such claims are res judicata (barred by claim preclusion) because the order by AAA dismissing the same cannot be set aside either automatically as a result of rescission of Mr. Terry's transaction with BCP 7 and Mr. Padgett or pursuant to NRCP 60(b)(4). Mr. Terry knowingly, voluntarily and with the advice of counsel, Erika Pike Turner, Esq., entered into a transaction for the sale of Mr. Terry's interests/claims to BCP 7 and authorized BCP 7 through a motion to substitute parties to dismiss all claims before AAA with prejudice. NuVeda is **not** a party to the transaction with Mr. Terry, BCP 7 and Brian Padgett. See Dkt. 21-10778, Appendix Vol. 1, 0002-0033; Appendix 16. However, NuVeda was a party to the arbitration, which is now closed.

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## **II. Reply to Shane Terry's Statement of the Case.**

Shane Terry contends that the complaint filed in the district court (Case No. A-19-796300-B) includes nine (9) claims for relief. See Answer, Dkt. 21-21028 (pages 1-2). Mr. Terry details that only the first (declaratory relief), ninth (unjust enrichment), tenth (accounting), eleventh (violation of NRS 225.084), thirteenth (injunctive relief), and fourteenth (appointment of receiver) claims for relief asserted by Mr. Terry are against NuVeda. Id. However, these claims are still based on Mr. Terry's purported interest/claims in NuVeda, which he sold to BCP 7. See Dkt. 21-10778, Appendix Vol. 1, 0002-0033; Appendix 16. The fact that Mr. Terry asserts claims in the same complaint against BCP 7, which claims include declaratory relief (to confirm Mr. Terry as the owner of the interest sold to BCP 7) and a separate claim for rescission (transaction with BCP 7 and Mr. Padgett), does not "create" standing for Mr. Terry to sue NuVeda or its affiliates/subsidiaries based on the same interest/claims (which to date is still owned by BCP 7).

Mr. Terry acknowledges that he previously engaged counsel for NuVeda (Mitchell Stipp, Esq.) to initiate a case on June 7, 2019, against BCP 7 and Mr. Padgett as a result of their alleged default under the transaction documents, which

case was assigned Case No. A-19-796300-B before Department 16 in the Eighth Judicial District Court of the State of Nevada. See Answer, Dkt. 21-21028 (pages 1-2). Mr. Terry contends that the complaint in that case did not include a cause of action for rescission. Id. As it should be clear to this Court, Mr. Terry does not recognize that a claim for rescission (even if successful) would not permit him to pursue causes of action against NuVeda and its affiliates/subsidiaries because all of Mr. Terry's claims were separately dismissed with prejudice as part of Mr. Terry's case before AAA.<sup>5</sup> See Dkt. 21-10779, Appendix, Vol. 2 0154-0160 (Exhibits 6-8 to Motion, Appendix 0085-0160).

### **III. Shane Terry's Statement of Facts are Mere Allegations.**

As part of his answer, Mr. Terry includes 59 paragraphs of alleged facts which are the same basic facts alleged in the complaint filed in the district court (Department 11, Case No. A-20-817363-B), and these facts are the same facts set forth in Mr. Terry's motion to set aside submitted to AAA as supported by his declaration included therewith. See Answer, Dkt. 21-21028 (pages 4-17 and

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<sup>5</sup> Pursuing a claim for rescission would be malpractice. If successful, Mr. Terry would be required to return the money he received (whether that is \$250,000 plus default interest, late fees, and extension charges or as asserted by NuVeda, **\$757,757.00**). See Bergstrom v. Estate of Devoe, 109 Nev. 575 (Nev. 1993). After rescission, Mr. Terry would not be able to pursue any of the claims previously dismissed (including claims for his interest which was extinguished) because of the time limitations under NRCP 60(b).

footnotes 20-135). These are not facts but allegations by Mr. Terry in support of his claims for relief in the district court. For purposes of this Petition for Writ, it is not necessary to address Mr. Terry's allegations specifically. Mr. Terry has included them with the expectation that they will affect the outcome. From a review of Mr. Terry's answer, it is clear that Mr. Terry contends that he was *fraudulently induced* into consummating the transaction with BCP by Mr. Padgett and that neither BCP nor Mr. Padgett paid him all the consideration due under the agreement (although he admits to receiving at least \$250,000.00). Id. (pages 13-17, paragraphs 42-59). Importantly, Mr. Terry acknowledges that his causes of action before AAA were dismissed. Id. (pages 16-17, paragraphs 57-58). However, Mr. Terry contends that such request for dismissal evidences a conspiracy to *defraud* him. Id. (paragraph 59).

Mr. Terry's allegation of fraud as it relates to the dismissal of his claims before AAA is completely undermined by the undisputed fact that through counsel (Erika Pike Turner, Esq.), Mr. Terry filed a motion in the arbitration to substitute BCP 7 *in his place* as the real party in interest *with all rights* to Mr. Terry's interest and claims. See Dkt. 21-10779, Appendix Vol. 2 0154-0155 (Exhibit 6 to

Motion, Appendix Vol. 2 0085-0160). To remind this Court, Mr. Terry's motion before AAA specifically argued the following:

Here, there should be no impediment to the requested substitution of Buyer for Mr. Terry, *as Buyer now has the sole right to prosecute claims pendent to Mr. Terry's rights and interests relative to NuVeda and make decisions relative thereto*, pursuant to Buyer/Mr. Terry's voluntary agreement wherein Mr. Terry agreed to assign all rights and interests relative to NuVeda, LLC to Buyer, including the pendent claims. Further, Respondents have repeatedly argued that Mr. Terry has no rights under the Operating Agreement that survive his termination on March 10, 2016; thus, Respondents should be judicially estopped from making a contrary argument now.

(emphasis added). The substitution of BCP 7 for Mr. Terry and the subsequent dismissal of all claims with prejudice is the key to resolution of the case against NuVeda and its affiliates/subsidiaries. Mr. Terry does not dispute (let alone address this point in his answer). See Polk v. State, 126 Nev.180, 183 n.2, 233 P.3d at 359 n.2 ("[A respondent] who fails to include and properly argue a contention in the [respondent's] brief takes the risk that the court will view the contention as forfeited." (internal quotations and citation omitted)). Instead, Mr. Terry wants the Court to focus on the merits of the claims dismissed by AAA and the default by BCP 7 and Mr. Padgett under the transaction documents.

#### IV. Argument

Mr. Terry clearly misunderstands the nature of NuVeda's requested relief before this Court. NuVeda has filed a Petition for a Writ (not a motion to dismiss or summary judgment). As set forth in NuVeda's Petition for a Writ,

This petition for a writ concerns the refusal of Judge Elizabeth Gonzalez (Department 11 of the Eighth Judicial District Court, State of Nevada) in Case No. A-20-817363-B to respect a final order under NRCP 60(b) by dismissing claims by Shane Terry or granting summary judgment in favor of NuVeda. The petition before this Court is governed by Helfstein v. Eighth Judicial Dist. Court of State, 362 P.3d 91 (Nev. 2015) (granting writ petition and instructing Judge Gonzalez to vacate her previous order regarding a NRCP 60(b) motion).

See Dkt. 21-10775, page 3. The standard of review is the same on a motion to dismiss based on claim preclusion or summary judgment. Whether claim preclusion is available is a question of law reviewed de novo. See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 1058, 194 P.3d 709, 715 (2008); University & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 984, 103 P.3d 8, 16 (2004) (reviewing de novo whether issue preclusion is available). The grant or denial of summary judgment is also reviewed de novo. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Despite Mr. Terry's claims to the contrary, NuVeda's initial motion is supported by the declaration of Dr. Pejman Bady. See Dkt. 21-16548, Appendix Vol. 7 0436-0447, 0447. Such declaration complies

with NRCP 56(c). Further, NuVeda's motion to enter an order on Mr. Terry's claims is supported by the declaration of NuVeda's counsel, Mitchell Stipp. See Dkt. 21-10779, Appendix Vol. 2 0085-0160, 0087-0088. This declaration also complies with NRCP 56(c). NuVeda agrees with Mr. Terry that summary judgment is not appropriate on his claim of rescission of the transaction with BCP 7 and Mr. Padgett (because there are genuine issues of material fact in dispute). That agreement does not mean that Mr. Terry can maintain his claims against NuVeda and its affiliates/subsidiaries.

First, Mr. Terry claims that the district court did not have jurisdiction to set aside AAA's order on dismissal. See Dkt. 21-16552, Appendix Vol. 11 0766-0851, 0781-81. After AAA denied the *ex parte* motion for relief based on the lack of jurisdiction, Mr. Terry claimed the district court was the proper venue. See Dkt. 21-10780, Appendix Vol. 3 0162-0237, 0173-74. Regardless, Mr. Terry did not appeal the AAA's decision to deny his request to set aside the AAA's order on dismissal, and Mr. Terry has not asked the district court to set aside AAA's order on dismissal under NRCP 60(b) (including under NRCP 60(b)(4)).

NuVeda does not contend that Mr. Terry should not have the right to pursue his claims against BCP 7 and Mr. Padgett (including for declaratory relief and rescission). NuVeda did not ask the district court to grant its motion to dismiss or summary judgment with respect to those claims (except declaratory relief as applicable to NuVeda and its affiliates/subsidiaries). Further, this Court does not have jurisdiction to grant Mr. Terry's request to rescind the transaction with BCP 7 and Mr. Padgett for fraud in the inducement and/or failure of consideration as requested in Article III, Part B of Mr. Terry's answer. See Answer, Dkt. 21-21028 (pages 20-22). That matter is still before the district court and is subject to trial.

Mr. Terry now claims for the first time that claim preclusion does not apply because the district court action (Case No. A-15-728510-B) and the arbitration (AAA Case No. 01-15-0005-8574) concerned Mr. Terry's efforts to stop the potential joint venture between NuVeda and CWNevada, LLC. That position is demonstrably false and misstates NuVeda's statements on the matter as set forth in its Petition for Writ. See Dkt. 21-10775 (pages 6-8). Mr. Terry's facts in the complaint before Department 11 (Case No. A-20-817363-B) as re-asserted in his answer to the writ contend that he was wrongfully expelled as a member of NuVeda, and his interest was transferred to Drs. Pejman Bady and Pouya Mohajer

(other members of NuVeda) before he entered into the transaction with BCP 7 and Mr. Padgett to sell the same interest. See Answer, Dkt. 21-21028 (pages 11-14, paragraphs 34-42). Accordingly, Mr. Terry's new view of the district court case (Case No. A-15-728510-B) and arbitration (AAA Case No. 01-15-0005-8574) are not supported by his own alleged statement of facts in his answer.

Mr. Terry's claims are res judicata based on claim preclusion. Weddell v. Sharp, 350 P.3d 80, 86 (Nev. 2015) (modifying Five Star Capital Corp. v. Ruby, 194 P.3d 709, 713 (Nev. 2008)).<sup>6</sup> "The purpose of the claim preclusion doctrine . . . is to obtain finality by preventing a party from filing another suit that is based on the same set of facts that were present in the initial suit." Five Star Capital Corp., 194 P.3d 709, 712 (holding modified by Weddell, 350 P.3d 80 (2015)). In NuVeda's initial motion to dismiss and/or for summary judgment, NuVeda specifically argued as follows:

The claims raised by Mr. Terry in Case No. A-20-817363-B against NuVeda and its affiliates are barred by Nevada's claims

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<sup>6</sup> According to Weddell, claim preclusion applies when: (1) there has been a valid, final judgment in a previous action; (2) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first action; and (3) the parties or their privies are the same in the instant lawsuit as they were in the previous lawsuit, *or* the defendant can demonstrate that he or she should have been included as a defendant in the earlier suit and the plaintiff fails to provide a "good reason" for not having done so.

preclusion doctrine. See Five Star Capital Corp. v. Ruby, 124 Nev. 1048, 194 P.3d 709 (2008) (modified by Weddell v. Sharp, 350 P.3d 80 (Nev. 2015)). The stipulation by Mr. Terry's buyer and the judgment by the arbitrator is a final judgment which is valid, the current action by Mr. Terry is based on the same claims, and the relevant parties are the same in the current case as they were in the previous lawsuit.

See Appendix 0436-0447, 0444 (page 9 of motion, lines 4-9), Vol. 7 (Dkt. 21-16548). The decision on dismissal/summary judgment with respect to Mr. Terry's claims was stayed by the district court for 90 days to provide him an opportunity to seek relief from AAA. See Appendix 1048-1056, Vol. 14, (Dkt. 21-16555). After the 90-day period, the same argument on claim preclusion was made by NuVeda in its motion to enter an order on Mr. Terry's claims (Appendix 0085-0160, 0089, Vol. 2 (Dkt. 21-10779) (page 5 of motion, lines 12-18), NuVeda's reply to the opposition filed by Mr. Terry (Appendix 0239-0299, 0243, Vol. 4 (Dkt. 21-10781) (page 5 of reply, lines 22-24), and NuVeda's reply to the opposition to its motion to stay (Appendix 0409-0425, 0410-0411, Vol. 6 (Dkt. 21-10783) (pages 2-3 of reply).

There is no dispute that Mr. Terry sold whatever interest/claims he had in NuVeda and its affiliates/subsidiaries to BCP 7. See Appendix 0002-0033, Vol. 1 (Dkt. 21-10778); Appendix 16. While Mr. Terry has alleged that BCP 7 defaulted

on its obligations to pay the full consideration, the transaction has not been rescinded by the district court. Until then, Mr. Terry lacks standing to bring any causes of action against NuVeda and its affiliates/subsidiaries arising from his interest/claims sold to BCP 7. Further, even after a trial on that issue, rescission of the transaction does not automatically result in “rescission” of the separate order by AAA to dismiss Mr. Terry’s case with prejudice. See Writ Petition, Dkt. 21-10775 (Article 6, Points and Authorities, pages 11-14). The order cannot be set aside under NRCP 60(b). Id.

In his answer, Mr. Terry argues as follows:

As set forth above, a rescinded contract is void ab initio. It logically follows that if the Terry Purchase Agreement is void, then the dismissal entered in the Arbitration, based solely on the electronic mail proffered by Mr. Padgett, is equally void. Upon rescission, the Terry Interest should be returned to Terry. While Terry does not believe it is necessary to set aside a dismissal in the Arbitration that is unrelated to his current claims for relief, to the extent it is, the analysis is properly under NRCP 60(b)(4).

See Answer, Dkt. 21-21028 (page 23). It is disingenuous by Mr. Terry to contend that the claims now before this district court are unrelated to the claims dismissed by AAA.<sup>7</sup> What did BCP 7 purchase then? Mr. Terry cites to absolutely no

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<sup>7</sup> Generally, “all claims ‘based on the same facts and alleged wrongful conduct’ that were or could have been brought in the first proceeding are subject to claim preclusion.” G.C. Wallace v. the Eighth Jud., 127 Nev. Adv. Op. No. 64, 56773 (2011), 262 P.3d 1135, 1139 (Nev. 2011) (quoting Five Star, 124 Nev. at

authority for his position that a sale of his interest/claims to a third party, if rescinded by the district court, automatically voids a separate order dismissing the claims with prejudice. Mr. Terry's deal was with BCP 7 and Mr. Padgett—not NuVeda. The request to dismiss Mr. Terry's claims involved NuVeda as a party to the arbitration. Further, the dismissal entered by AAA is not based solely on an email by Mr. Padgett. Mr. Terry again ignores the fact that he asked AAA to substitute BCP 7 in his place in the case. See Dkt. 21-10779, Appendix Vol. 2 0154-0155 (Exhibit 6 to Motion, Appendix Vol. 2 0085-0160).

Mr. Terry cites only to two (2) cases which he contends supports his position that the dismissal by AAA would be void under NRCP 60(b)(4) if the transaction with BCP 7 is rescinded. They are the same cases cited to the district court. He cites to LN Mgmt. LLC v. Wells Fargo Bank, No. 72979 (Nev. App. Oct. 5, 2018).<sup>8</sup> Although not authority before this Court, NuVeda points out that the Court of Appeals in that case determined that the record and argument on appeal do not include any challenge to personal or subject matter jurisdiction by the district

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1058, 194 P.3d at 715). Mr. Terry would have this Court believe that he did not seek recourse for expulsion from NuVeda and loss of his interest before AAA. Even if true, Mr. Terry could have brought such claims before AAA.

<sup>8</sup> Mr. Terry violates NRAP 36(c)(3) by citing this opinion as part of his answer.

court. Id. at \*3 ("For a judgment to be void, there must be a defect in the court's authority to enter judgment through either lack of personal jurisdiction or jurisdiction over subject matter in the suit." Gassett v. Snappy Car Rental, 111 Nev. 1416, 1419, 906 P.2d 258, 261 (1995), superseded by rule on other grounds as stated in Fritz Hansen A/S v. Eighth Judicial Dist. Court, 116 Nev. 650, 6 P.3d 982 (2000)). **Mr. Terry has never alleged that AAA lacked personal or subject matter jurisdiction.** Jurisdiction over Mr. Terry and his interest/claims in NuVeda was properly before AAA at his request for arbitration under the operating agreement for NuVeda. See Dkt. 21-16551, Appendix Vol. 10 0689-0719 (Mr. Terry's Amended Demand for Arbitration). The second case, La-Tex Partnership v. Deters, 111 Nev. 471 (Nev. 1995), does not concern the applicability of NRCP 60(b)(4). Id. (holding district court abused its discretion by denying a NRCP 60(b) motion to set aside summary judgment based on deemed admissions by individual defendants as applicable to other defendants).

NuVeda acknowledges that the six-month deadline in NRCP 60(b) does not apply specifically to NRCP 60(b)(4). However, if there is an actual request under NRCP 60(b), it should be clear that it is really based on fraud under NRCP 60(b)(3) given Mr. Terry's allegations (which is subject to the six-month deadline).

Mr. Terry contends that he was fraudulently induced into consummating the transaction with BCP. See Answer, Dkt. 21-21028 (page 1, first claim and fourth claim for relief by Mr. Terry as set forth in the complaint); see also id. (page 17, paragraph 59) (request to dismiss claims by BCP 7 to AAA as evidence of conspiracy to defraud Mr. Terry). Mr. Terry even asks this Court to set aside for fraud in the inducement his transaction with BCP 7 as part of his answer. Id. (Article III, Part B of Mr. Terry's answer, (pages 20-22)). Under these circumstances, Mr. Terry's claims against NuVeda and its affiliates/subsidiaries are res judicata. This Court cannot provide Mr. Terry with the relief he is seeking.

#### **IV. Conclusion**

For the reasons set forth above, NuVeda seeks an order instructing the district court to dismiss/grant summary judgment on all claims by Mr. Terry against NuVeda and its affiliates/subsidiaries based on claim preclusion. Despite this result, Mr. Terry still has recourse against BCP 7 and Mr. Padgett.

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DATED this 18th day of August, 2021.

LAW OFFICE OF MITCHELL STIPP

A handwritten signature in black ink, appearing to read "Mitchell Stipp", is written over a horizontal line.

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## CERTIFICATE OF COMPLIANCE AND VERIFICATION

1. The reply has been prepared in a proportionally spaced typeface using Microsoft Word, Version 16.11.1, in 14 point, Times New Roman.
2. The reply exceeds 15 pages but does not contain more than 7,000 words.
3. I hereby certify that I have read the reply, 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 petition complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 21. I understand that I may be subject to sanctions in the event that the petition is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

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## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 18th day of August, 2021, I filed the foregoing, **REPLY TO ANSWER TO PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS**, using the court's electronic filing system.

Notice of the filing was made upon acceptance by the Nevada Supreme Court using the District Court's electronic filing system to the following e-service participants in District Court Case No. A-17-755479-B (Consolidated Case) and by mail to the addresses as indicated:

**Judge Elizabeth Gonzalez:**

Dept11lc@clarkcountycourts.us

Regional Justice Center  
200 Lewis Ave.  
Las Vegas, NV 89155

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**Shane Terry as Real Party-in- Interest:**

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An employee of Law Office of Mitchell Stipp