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IN THE SUPREME COURT OF THE STATE OF NEVADA

WILLIS OF ARIZONA, INC.;
AND WILLIS TOWERS
WATSON INSURANCE
SERVICES WEST, INC.,

Petitioners,

vs.

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

Respondents,
and

HAKKASAN USA, INC.; ENDURANCE
AMERICAN SPECIALTY INSURANCE
COMPANY; AND SOMPO
INTERNATIONAL HOLDINGS, LTD.,

Real Parties in Interest

Supreme Court No. 82833
(Consolidated with Case No. 82829)
Electronically Filed
Dec 06 2021 04:09 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**STATEMENT OF NON-POSITION OF REAL PARTIES IN INTEREST
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND
ENDURANCE SERVICES, LTD.**

Amy M. Samberg, NV Bar No. 10212
Dylan P. Todd, NV Bar No. 10456
CLYDE & CO. US LLP
7251 W. Lake Mead Blvd., Suite 430
Las Vegas, NV 89122
Telephone: 725-248-2900
Amy.samberg@clydeco.us
Dylan.todd@clydeco.us

Heidi H. Raschke (*Admitted Pro Hac*)
Steven J. Brodie (*Admitted Pro Hac*)
CARLTON FIELDS, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607
Telephone: 813-223-7000
HRaschke@carltonfields.com
SBrodie@carltonfields.com

Counsel for Endurance American Specialty Insurance Company and Endurance services, Ltd.

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NRAP 26.1 DISCLOSURE STATEMENT

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

- Endurance Assurance Corporation
- Endurance U.S. Holdings Corp.
- Endurance Specialty Insurance Ltd.
- Sompo International Holdings Ltd.
- Sompo Japan Insurance Inc.
- Sompo Holdings, Inc.

No entity owns more than 10% or more of the stock of Sompo Holdings, Inc, a publicly traded entity.

The following are law firms whose partners or associates have appeared for Endurance American Specialty Insurance Company and Endurance Services, Ltd. in the case (including proceedings in the district court): (1) Clyde & Co US LLP; and (2) Carlton Fields, P.A.

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DATED: December 6, 2021

CLYDE & CO. US LLP

/s/ Amy M. Samberg

Amy M. Samberg
Dylan P. Todd
CLYDE & CO. US LLP
7251 W. Lake Mead Blvd., Suite 430
Las Vegas, NV 89122

Heidi H. Raschke (*Admitted Pro Hac*)
Steven J. Brodie (*Admitted Pro Hac*)
CARLTON FIELDS, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607

*Attorneys for Endurance American
Specialty Insurance Company and
Endurance services, Ltd.*

1 **INTRODUCTION**

2 On April 23, 2021, Willis of Arizona, Inc. and Willis Towers Watson
3 Insurance Services West, Inc. (collectively, “Petitioners”) filed a petition with this
4 Court seeking a writ of mandamus directing the district court to strike Real Party in
5 Interest Hakkasan USA Inc.’s (“Hakkasan”) demand for jury trial as it pertains to
6 Hakkasan’s claims against Petitioners (the “Petition”). On November 16, 2021, this
7 Court entered an Order requiring that Real Parties in Interest Endurance American
8 Specialty Insurance Company (“EASIC”) and Sompo International Holdings, Ltd.
9 (“SIH”) file and serve an answer to the Petition. However, SIH was dismissed from
10 the underlying action by order of the District Court dated July 13, 2021, and is no
11 longer a Real Party in Interest to this action. Additionally, on August 6, 2021,
12 Plaintiff Hakkasan USA Inc. filed a Third Amended Complaint asserting claims
13 against Endurance Services, Ltd. (“ESL”) for the first time. Accordingly, this
14 Statement of Non-Position is filed in response to this Court’s November 16, 2021
15 Order on behalf of remaining Real Parties in Interest EASIC and ESL.

16 As set forth below, remaining Real Parties in Interest EASIC and ESL take no
17 position as to the Petition or the relief sought by Petitioners therein.

1 **ARGUMENT**

2 Petitioners seek a writ of mandamus directing the district court to strike
3 Hakkasan’s jury demand as it relates to Petitioners. Petition at 2. In support,
4 Petitioners cite to the terms of the “Brokerage Terms, Conditions & Disclosures,”
5 (“T&Cs”) which apply to “any disputes arising out of or in connection with” certain
6 services provided by Petitioners to Hakkasan. Petition at 3. Specifically, Petitioners
7 point to a jury waiver contained in the “Dispute Resolution” provision of the T&Cs,
8 arguing that the waiver is applicable to Hakkasan’s claims against them in the
9 underlying litigation. Petition at 23. Petitioners argue that this Court should order the
10 district court to enforce the Dispute Resolution provision of the T&Cs by striking
11 Hakkasan’s jury demand as it relates to Petitioners. Petition at 30-31.

12 Significantly, Petitioners seek only to enforce the terms of the T&Cs against
13 Hakkasan with respect to claims asserted by Hakkasan against Petitioners in the
14 underlying litigation. Petitioners do not argue that EASIC or ESL are parties to the
15 T&Cs, and Petitioners do not argue that EASIC or ESL are otherwise bound by the
16 T&Cs’ terms. Nor do Petitioners seek any relief from this Court involving claims
17 asserted against EASIC or ESL, or any relief involving the counterclaims asserted by
18 EASIC against Hakkasan. Because of this, the Petition does not have a material
19 effect on the ability of EASIC or ESL to defend the claims asserted against them by
20 Hakkasan in the underlying litigation, or on EASIC’s ability to prosecute its
21 counterclaims against Hakkasan. Accordingly, EASIC and ESL take no position as
22 to the Petition or Petitioners’ entitlement to the relief requested therein.

23 **CONCLUSION**

24 For the foregoing reasons, EASIC and ESL take no position as to the Petition
25 or Petitioners’ entitlement to the relief requested therein.

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DATED: December 6, 2021

CLYDE & CO. US LLP

/s/ Amy M. Samberg
Amy M. Samberg
Dylan P. Todd
CLYDE & CO. US LLP
7251 W. Lake Mead Blvd., Suite 430
Las Vegas, NV 89122

Heidi H. Raschke (*Admitted Pro Hac*)
Steven J. Brodie (*Admitted Pro Hac*)
CARLTON FIELDS, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607

*Attorneys for Endurance American
Specialty Insurance Company and
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CLYDE & CO. US LLP

CLYDE & CO. US LLP

/s/ Amy M. Samberg
Amy M. Samberg
Dylan P. Todd
CLYDE & CO. US LLP
7251 W. Lake Mead Blvd., Suite 430
Las Vegas, NV 89122

Heidi H. Raschke (*Admitted Pro Hac*)
Steven J. Brodie (*Admitted Pro Hac*)
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*Attorneys for Endurance American
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CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Appellate Procedure 25(b), I certify that I am an employee of Clyde & Co. US LLP, and that the foregoing **STATEMENT OF NON-POSITION** was filed with the Clerk of Court using the Supreme Court of the State of Nevada’s Eflex Filing system and served electronically to counsel for all parties with an email address on record.

DATED: December 6, 2021

/s/ Gina Brouse
CLYDE & CO. US LLP