

1 Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
2 Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
3 Schwartz Flansburg PLLC
6623 Las Vegas Blvd. South, Suite 300
4 Las Vegas, Nevada 89119
5 Telephone: (702) 385-5544
Facsimile: (702) 385-2741
6 Attorneys for the Chapter 7 Trustee, Victoria L. Nelson

7 **UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

8
9 In re:) Case No.: 15-10110-LED
)
10 AMERI-DREAM REALTY, LLC,) Chapter 7
)
11 Debtor.)
)
12 _____)
13 VICTORIA NELSON, In Her Capacity As)
The Chapter 7 Trustee Of AMERI-DREAM)
14 REALTY, LLC,) Adv. Proceeding No.: 15-01183-LED
)
15 Plaintiff,)
)
16 v.) **PLAINTIFF’S MOTION FOR**
) **SUMMARY JUDGMENT**
)
17) Hearing Date: February 9, 2016
) Hearing Time: 2:30 p.m.
18 XL AMERICA, INC.; XL INSURANCE)
AMERICA, INC.; XL SELECT)
19 PROFESSIONAL; PEARL INSURANCE)
GROUP, LLC; GREENWICH INSURANCE)
20 COMPANY; and DOES I through X; and)
ROE CORPORATE DEFENDANTS XI)
21 through XX,)
)
22 Defendants.)
)
23 _____)

24 **PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

25 Victoria Nelson, in her capacity as the Chapter 7 Trustee (the “**Plaintiff**” or the
26 “**Trustee**”) of Ameri-Dream Realty, LLC (the “**Debtor**” or the “**Company**”), by and through
27

1 her attorneys of record, Schwartz Flansburg PLLC, submits her Motion for Summary
2 Judgment (the “**Motion**”) against defendants, XL America, Inc., XL Insurance America, Inc.,
3 XL Select Professional, Pearl Insurance Group, LLC, and Greenwich Insurance Company
4 (each a “**Defendant**” and collectively, the “**Defendants**”) on all claims for relief set forth in
5 that certain adversary complaint (the “**Complaint**”) filed on October 29, 2015 (Docket No. 1).
6 The Trustee respectfully asks this Court for an order granting summary judgment on the
7 grounds there are no genuine material issues of fact in dispute regarding the claims set forth in
8 the Complaint filed by the Trustee against Defendants.
9

10 This Motion is made and based on Rule 56 of the Federal Rules of Civil Procedure,
11 made applicable to this adversary proceeding by Rule 7056 of the Federal Rules of Bankruptcy
12 Procedure, the points and authorities which follow, the Statement of Undisputed Facts in
13 Support of the Trustee’s Motion for Summary Judgment (the “**SOF**”)¹ and exhibits attached
14 thereto, filed contemporaneously with the Motion, the pleadings and papers and other records
15 contained in the Court’s file, judicial notice of which is hereby requested, and any evidence or
16 oral argument presented at the time of the hearing on this matter. In support of the Motion, the
17 Trustee respectfully states as follows:
18

19 **Factual Background**

20 1. Ameri-Dream Realty, LLC (the “**Company**”) was a real estate sales and property
21 management company based in Las Vegas, Nevada prior to filing for relief under Chapter 7 of
22 the United States Bankruptcy Code.
23

24 2. The Company is a resident of the State of Nevada and conducted significant
25 business activities in the District of Nevada.
26

27 ¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Statement of Undisputed Facts in Support of this Motion.

1 herein, the Company held in excess of \$1,200,000 of tenant security deposit money (the
2 “**Security Deposits**”).

3 11. Under Nevada Revised Statutes Section 645.310(1), security deposits for tenants
4 are to be retained until the termination of the underlying lease or rental transaction.

5 **THE UNAUTHORIZED TRANSFERS**

6 12. In late March 2014, the Company discovered that significant funds were missing
7 from the bank account designated to hold tenant security deposits. At the time of the discovery,
8 the Company held security deposits for more than 1,000 tenants.
9

10 13. Mr. Brown subsequently discovered that significant funds had been transferred
11 from a bank account designated to hold those tenant Security Deposits on behalf of the
12 Company.

13 14. Unknown to Mr. Brown or the Company, Ms. Pelada-Brown orchestrated various
14 unauthorized transactions, which transactions included the wire transfers of the majority of the
15 Security Deposits to the Philippines.
16

17 15. Specifically, on the following dates, Ms. Peladas-Brown Brown transferred
18 money from the Company’s general account at JP Morgan Chase Bank (the “**General Account**”)
19 and/or security deposit account at JP Morgan Chase Bank (the “**Security Deposit Account**”) to
20 Unibank, Inc. Metro Philippines (the “**Philippines Bank**”):
21

22 a. On February 27, 2013, Ms. Peladas-Brown transferred \$25,000 from the
23 General Account to the Philippines Bank;

24 b. On May 14, 2013, Ms. Peladas-Brown transferred \$50,000 from the
25 Security Deposit Account to the Philippines Bank;
26
27

1 c. On April 10, 2013, Ms. Peladas-Brown transferred \$49,263 from the
2 Security Deposit Account to the Philippines Bank;

3 d. On April 17, 2013, Ms. Peladas-Brown transferred \$24,600 from the
4 Security Deposit Account to the Philippines Bank;

5 e. On May 17, 2013, Ms. Peladas-Brown transferred \$97,930 from the
6 Security Deposit Account to the Philippines Bank;

7 f. On May 24, 2013, Ms. Peladas-Brown transferred \$49,000 from the
8 Security Deposit Account to the Philippines Bank;

9 g. On June 25, 2013, Ms. Peladas-Brown transferred \$71,500 from the
10 Security Deposit Account to the Philippines Bank;

11 h. On July 18, 2013, Ms. Peladas-Brown transferred \$35,000 from the
12 security deposit account to the Philippines Bank;

13 i. On September 10, 2013, Ms. Peladas-Brown transferred \$7,670 from the
14 Security Deposit Account to the Philippines Bank;

15 j. On September 23, 2013, Ms. Peladas-Brown transferred \$18,700 from the
16 Security Deposit Account to the Philippines Bank;

17 k. On September 27, 2013, Ms. Peladas-Brown transferred \$23,255 from the
18 Security Deposit Account to the Philippines Bank;

19 l. On October 9, 2013, Ms. Peladas-Brown transferred \$10,020 from the
20 Security Deposit Account to the Philippines Bank;

21 m. On October 22, 2013, Ms. Peladas-Brown transferred \$13,960 from the
22 Security Deposit Account to the Philippines Bank;

1 n. On October 24, 2013, Ms. Peladas-Brown transferred \$11,700 from the
2 Security Deposit Account to the Philippines Bank; and

3 o. On December 20, 2013, Ms. Peladas-Brown transferred \$8,000 from the
4 Security Deposit Account to the Philippines Bank.

5 16. Including, but not limited to, the specific transactions listed above, Ms. Peladas-
6 Brown embezzled a total of \$1,174,373.63 in Security Deposits from the Company.
7

8 **THE INNOCENCE OF THE COMPANY AND MR. BROWN**

9 17. Neither the Company nor Mr. Brown had any knowledge of Ms. Peladas-Brown's
10 scheme; and on May 4, 2015, Mr. Brown was divorced from Ms. Peladas-Brown. The divorce
11 decree, which was uncontested, requires Ms. Peladas-Brown to indemnify Mr. Brown and the
12 Company for her unilateral embezzlement of the Security Deposits.

13 18. At all times relevant herein, Ms. Peladas-Brown was a member, manager and the
14 property manager for the Company. Ms. Peladas-Brown was also a licensed real estate agent
15 and property manager in the State of Nevada, and a member of the Greater Association of Las
16 Vegas Realtors.
17

18 **THE PROSECUTION OF MS. PELADAS-BROWN**

19 19. As a licensed realtor and property manager in the State of Nevada, Ms. Peladas-
20 Brown is charged with the knowledge and responsibility of safeguarding the Security Deposits.
21 It is undeniable in light of Ms. Peladas-Brown's licenses that she knew sending the Security
22 Deposits to the Philippines would be a violation of the law, and would cause her to lose her real
23 estate licenses, which licenses are now inactive. Ms. Peladas-Brown also knew she had a duty to
24 manage the Security Deposits prudently and in a fashion that minimized risk.
25
26
27

1 20. In sum, Ms. Peladas-Brown had the knowledge and the motive to breach her
2 fiduciary duties to the Company, its customers and its tenants, and in fact did breach such duties
3 by secretly transferring the Security Deposits to the Philippines. The transfers of the Security
4 Deposits were made for no consideration at all, and Ms. Peladas-Brown understood the Security
5 Deposits could not possibly be repaid.

6 21. On September 16, 2015, the Nevada Real Estate Commission held a hearing
7 regarding Ms. Peladas-Brown's actions, where her attorney, Mr. Lance Maningo, admitted Ms.
8 Peladas-Brown did carry out the factual allegations listed above, and admitted the funds were
9 used to support Ms. Peladas-Brown's family and friends in the Philippines after catastrophic
10 events.
11

12 22. The Security Deposits were disbursed by Ms. Peladas-Brown in the Philippines
13 and are not recoverable. Ms. Peladas-Brown disbursed the Security Deposits to friends and
14 family in need after the damage caused by catastrophic events in the Philippines.
15

16 **ADVERSARY PROCEEDING AGAINST MS. PELADAS-BROWN**

17 23. On May 21, 2015, the Trustee, in her capacity as Chapter 7 Trustee for the
18 Company, initiated that certain adversary proceeding against Ms. Peladas-Brown in the United
19 States Bankruptcy Court for the District of Nevada, Adversary Case No. 15-01087-LED.
20

21 24. In her complaint, the Trustee asserted four claims for relief against Ms. Peladas-
22 Brown: (i) breach of fiduciary duty to the Company; (ii) common law misrepresentation to the
23 Company; (iii) negligent misrepresentation to the Company; and (iv) declaratory relief that the
24 Company and Mr. Brown are innocent and had no knowledge of Ms. Peladas-Brown's
25 wrongdoings (collectively, the "**Peladas-Brown Claims for Relief**").
26
27

1 25. On October 26, 2015, the United States Bankruptcy Court (the “**Bankruptcy**
2 **Court**”) held a hearing on the Trustee’s motion for summary judgment on all of the Peladas-
3 Brown Claims for Relief.

4 26. On October 27, 2015, the Bankruptcy Court entered an order granting summary
5 judgment on all Peladas-Brown Claims for Relief, with findings of fact and conclusions of law.
6 See Adv. Case No. 15-01087-LED, Docket Nos. 20 and 21.

7
8 27. The Judgment against Ms. Peladas-Brown is in the amount of \$1,174,373.63,
9 together with prejudgment interest at the rate of 5.75%, compounded annually and compounded
10 from February 1, 2013, and post-judgment interest at the rate established by 28 U.S.C. § 1961,
11 compounded annually. See Adv. Case No. 15-01087-LED, Docket No. 21.

12 **INSURANCE CLAIMS**

13
14 28. On April 9, 2014, Ryan J. Works, Esq., as counsel for the Company and Mr.
15 Brown, sent a Notice of Claim letter to XL America regarding the actions of Ms. Peladas-Brown.
16 A copy of the Notice of Claim Letter is attached to the Complaint as Exhibit 1.

17 29. Pursuant to the terms of the Policy, Greenwich agreed to pay for claims, up to
18 \$1,000,000.00, resulting from an act or omission in the performance of real estate services for
19 which the insured (the Company) is obligated to pay.

20
21 30. Although the Policy excludes coverage under Section IV(C) for claims “based on
22 arising out of any dishonest, intentionally fraudulent, criminal or malicious act or omission by
23 the Insured,” under the facts described herein, the Company and Mr. Brown constitute “Innocent
24 Insureds” under Section VI(D) of the Policy:

25 D. Innocent Insureds

26 If coverage of this policy would not apply because of Exclusion C. or
27 because of noncompliance with Condition B., such Exclusion or Condition

1 will not apply to any Insured who did not commit, participate in, or have
2 knowledge of any of the acts described in Exclusion C. and whose conduct
did not violate Condition B.

3 31. Ms. Peladas-Brown's unilateral wrongdoings triggered Greenwich's obligation to
4 indemnify the Company for the loss of the Security Deposits.

5 32. On April 10, 2014, Mr. Works, as counsel for the Company and Mr. Brown,
6 submitted a claim report form to the Defendants (the "**Claim**"), providing additional notice of a
7 claim under the Policy and the obligations of the Defendants to reimburse the Company based on
8 Ms. Peladas-Brown's actions. A copy of the Claim is attached to the Complaint as Exhibit 2.
9

10 33. Upon initiation of the Adversary Proceeding, Defendants were once again
11 provided Notice of the Claim, particularly that Defendants were ignorant and innocent of Ms.
12 Peladas-Brown's unilateral wrongdoings, which is attached to the Complaint as Exhibit 3.

13 34. As of the date hereof, the Defendants have not paid any monies to the Company
14 or Mr. Brown for claims made under the Policy.
15

16 **Jurisdiction**

17 35. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
18 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. §§
19 157(b)(2)(A), and (O). Venue of the Debtor's Chapter 7 case in this District is proper pursuant
20 to 28 U.S.C. §§ 1408 and 1409.
21

22 36. This Court also has supplemental jurisdiction over all claims in this case
23 because they are asserted in connection with the Trustee's duties to recover assets on behalf of
24 the estate, and because the allegations in this lawsuit share a common nexus of facts with those
25 in the Action.
26
27

1 unsupported cannot defeat a motion for summary judgment. Taylor, at 880 F.2d at 1045; Ray,
2 920 F. Supp. at 1097.

3 40. A party seeking summary judgment always bears the initial responsibility of
4 informing the court of the basis for its motion, and identifying those portions of the pleadings,
5 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if
6 any, which it believes demonstrate the absence of a genuine issue of material fact. Celotex Corp.
7 v. Catrett, 477 U.S. 317 (1986).
8

9 41. In this matter, there are no genuine issues of material fact with respect to all
10 claims set forth in the Complaint. Indeed, “[w]hen the facts are not in dispute, contract
11 interpretation is a question of law.” Federal Ins. Co. v. American Hardware Mut. Ins. Co., 124
12 Nev. 319, 322, 184 P.3d 390,392 (Nev, 2008) (citing Grand Hotel Gif Shop v. Granite St. Ins.,
13 108 Nev. 811, 815, 839 P.2d 599, 602 (1992)). Importantly, as set forth herein, the exhibits
14 attached hereto, the accompanying Statement of Undisputed Facts, and the Court’s Docket
15 demonstrate that the Trustee is entitled to summary judgment on all claims set forth in the
16 Complaint.
17

18 **The Trustee is Entitled to Summary Judgment on Count I**
19 **of the Complaint Against the Defendants for Breach of Contract**

20 42. Under Nevada law, a defendant is liable for breach of a contract when: (i) there is
21 a valid and existing contract; (ii) defendant breached the contract or failed to render performance
22 when it became due; (iii) defendant’s breach or failure of performance was unexcused; (iv)
23 plaintiff was damaged by the breach; and (v) damages were a foreseeable consequence of a
24 particular breach. Cohen-Breen v. Gray Tel. Grp., Inc., 661 F.Supp. 2d 1158, 1171 (D. Nev.
25 2009); Brown v. Kinross Gold U.S.A., Inc., 531 F.Supp. 2d 1234, 1240 (D. Nev. 2008).
26
27

1 43. Here, the Defendants wrote the Policy of insurance naming the Company as an
2 insured under the Policy. As an insured, the Policy constituted a contract between the Company
3 and Defendants, and the Company satisfied all conditions precedent to the Policy.

4 44. On April 9, 2014, and April 10, 2014, the Company submitted its Claim under the
5 Policy. To date, the Defendants have not reimbursed the Company for the loss of Security
6 Deposits as required under the Policy.

7 45. The Defendants' failure to reimburse the Company pursuant to the terms of the
8 Policy is a material breach of the Defendants' obligations under the Policy. The Company, on
9 the other hand, reasonably relied on the representations of the Defendants that they would honor
10 the terms of the Policy.
11

12 46. Despite paying significant insurance premiums for the Policy, the Defendants
13 orchestrated a strategy in order to deprive the Company of its rightful claim to be reimbursed
14 under the Policy. As a direct result of the Defendants' actions, the Company was damaged.
15 Accordingly, the Trustee is entitled to summary judgment on her first claim for relief as set forth
16 in the Complaint.
17

18 **The Trustee is Entitled to Summary Judgment on Count II of the Complaint Against**
19 **the Defendants for Breach of Implied Covenant of Good Faith and Fair Dealing**

20 47. The implied covenant of good faith and fair dealing is required in every contract
21 under Nevada law. Consolidated Generator-Nevada, Inc. v. Cummins Engine Co., Inc., 971 P.2d
22 1251 (Nev. 1998). Where a defendant deliberately countervenes the intention and spirit of the
23 contract, the defendant can incur liability for the breach of implied covenant of good faith and
24 fair dealing. Morris v. Bank of America Nevada, 886 P.2d 454 (Nev. 1994).
25

26 48. As set forth above, by purposefully denying the claim under the Policy and not
27 reimbursing the Company for the loss of Security Deposits, the Defendants deliberately

1 countervened the intention and spirit of the Policy and breached the implied covenant of good
2 faith and fair dealing.

3 49. Moreover, the Company detrimentally relied on the representations of the
4 Defendants in the Policy that they would reimburse the Company for claims made under the
5 Policy. Consequently, the Defendants' actions damaged the Company. Accordingly, the Trustee
6 is entitled to summary judgment on her second claim for relief as set forth in the Complaint.
7

8 **The Trustee is Entitled to Summary Judgment on Count III of the Complaint Against the
9 Defendants for Breach of Fiduciary Duty**

10 50. "A claim for breach of fiduciary duty under Nevada law requires a plaintiff to
11 demonstrate a fiduciary duty exists, that duty was breached, and the breach proximately caused
12 the damages." J.P. Morgan Chase Bank, N.A. v. KB Home, 632 F.Supp. 2d 1013, 1024 (D. Nev.
13 2009), citing Brown v. Kinross Gold U.S.A., Inc., 531 F.Supp. 2d 1234, 1245 (D. Nev. 2008).
14 "[A] fiduciary relationship is deemed to exist when one party is bound to act for the benefit of
15 the other party. Such a relationship imposes a duty of the utmost good faith." Giles v. Gen.
16 Motors Acceptance Corp., 494 F.3d 865, 880-81 (9th Cir. 2007), quoting Hoopes v.
17 Hammargren, 725 P.2d 238, 242 (Nev. 1986).
18

19 51. Moreover, when a party breaches his fiduciary duty arising from a contract, the
20 breach is a tortious act that is subject to punitive damages. Clark v. Lubritz, 113 Nev. 1089,
21 1098, 944 P.2d 861, 866-67 (1997).

22 52. Here, the Defendants owe a fiduciary duty to the Company, as the Defendants
23 sold the Policy to the Company and entered into a fiduciary relationship as the insurer for the
24 Company. The Defendants owed the Company fiduciary duties of the utmost good faith and fair
25 dealing, and to put the Defendants' interests above their own.
26
27

1 53. By failing to reimburse the Company for the loss of Security Deposits and failing
2 to pay any monies to the Company under the terms of the Policy, the Defendants breached their
3 fiduciary duties to the Company. Accordingly, the Trustee is entitled to summary judgment on
4 her third claim for relief as set forth in the Complaint.

5 **The Trustee is Entitled to Summary Judgment on Count IV**
6 **of the Complaint Against the Defendants for Violations of NRS 686A.310**

7 54. NRS 686A.310 provides:

8 1. Engaging in any of the following activities is considered to be
9 an unfair practice:

10 (a) Misrepresenting to insureds or claimants pertinent facts or
insurance policy provisions relating to any coverage at issue.

11 (b) Failing to acknowledge and act reasonably promptly upon
communications with respect to claims arising under insurance
12 policies.

13 (c) Failing to adopt and implement reasonable standards for
the prompt investigation and processing of claims arising under
insurance policies.

14 (d) Failing to affirm or deny coverage of claims within a
reasonable time after proof of loss requirements have been
15 completed and submitted by the insured.

16 (e) Failing to effectuate prompt, fair and equitable settlements
of claims in which liability of the insurer has become reasonably
17 clear.

18 (f) Compelling insureds to institute litigation to recover
amounts due under an insurance policy by offering substantially
19 less than the amounts ultimately recovered in actions brought by
such insureds, when the insureds have made claims for amounts
20 reasonably similar to the amounts ultimately recovered.

21 (g) Attempting to settle a claim by an insured for less than the
amount to which a reasonable person would have believed he or
she was entitled by reference to written or printed advertising
22 material accompanying or made part of an application.

23 (h) Attempting to settle claims on the basis of an application
which was altered without notice to, or knowledge or consent of,
24 the insured, or the representative, agent or broker of the insured.

25 (i) Failing, upon payment of a claim, to inform insureds or
beneficiaries of the coverage under which payment is made.

26 (j) Making known to insureds or claimants a practice of the
insurer of appealing from arbitration awards in favor of insureds or
27

1 claimants for the purpose of compelling them to accept settlements
2 or compromises less than the amount awarded in arbitration.

3 (k) Delaying the investigation or payment of claims by
4 requiring an insured or a claimant, or the physician of either, to
5 submit a preliminary claim report, and then requiring the
6 subsequent submission of formal proof of loss forms, both of
7 which submissions contain substantially the same information.

8 (l) Failing to settle claims promptly, where liability has
9 become reasonably clear, under one portion of the insurance policy
10 coverage in order to influence settlements under other portions of
11 the insurance policy coverage.

12 (m) Failing to comply with the provisions of NRS 687B.310 to
13 687B.390, inclusive, or 687B.410.

14 (n) Failing to provide promptly to an insured a reasonable
15 explanation of the basis in the insurance policy, with respect to the
16 facts of the insured's claim and the applicable law, for the denial of
17 the claim or for an offer to settle or compromise the claim.

18 (o) Advising an insured or claimant not to seek legal counsel.

19 (p) Misleading an insured or claimant concerning any
20 applicable statute of limitations.

21 2. In addition to any rights or remedies available to the
22 Commissioner, an insurer is liable to its insured for any damages
23 sustained by the insured as a result of the commission of any act
24 set forth in subsection 1 as an unfair practice.

25 Nevada Revised Statutes 686A.310.

26 55. Here, the Defendants each violated NRS 686A.310 in various ways, including but
27 not limited to:

a. Failing to acknowledge and act reasonably promptly upon
communications with respect to claims arising under the Policy;

b. Failing to adopt and implement reasonable standards for the prompt
investigation and processing of claims arising under the Policy;

c. Failing to effectuate prompt, fair and equitable settlements of claims in
which liability of the insurer has become reasonably clear;

1 d. Failing to participate or defend in the underlying case against its insured;
2 and

3 e. Compelling insureds to institute litigation to recover amounts due under
4 the Policy.

5 56. As a direct and proximate cause of the Defendants' breaches, the Company has
6 been damaged. By their actions, the Defendants are guilty of oppression, fraud and/or malice,
7 express or implied. Accordingly, the Company, in addition to compensatory damages, may
8 recover punitive damages for the sake of example and by way of punishing the Defendants.
9 Accordingly, the Trustee is entitled to summary judgment on her fourth claim for relief as set
10 forth in the Complaint.
11

12 **The Trustee is Entitled to Summary Judgment on Count V of the Complaint and**
13 **a Declaration that the Defendants are Liable to the Company Under the Policy**

14 57. As set forth above, the Defendants represented to the Company it would be
15 reimbursed for losses as set forth in the Policy. Moreover, based on this Court's prior findings of
16 fact and conclusions of law entered in the Plaintiff's adversary case against Ms. Elsie Peladas-
17 Brown, the Company and Mr. John Brown were innocent of Ms. Peladas-Brown's actions.
18 Accordingly, the Company and Mr. Brown constitute "Innocent Insureds" under Section VI(D)
19 of the Policy.
20

21 58. Accordingly, the Company is entitled to a declaration from this Court that the
22 Company and Mr. Brown are "Innocent Insureds" under Section VI(D) of the Policy.
23 Consequently, the Company is also entitled to a declaration from this Court that Ms. Peladas-
24 Brown's unilateral wrongdoings triggered the Defendants' obligation to indemnify the Company
25 for the loss of the Security Deposits. Therefore, the Trustee is entitled to summary judgment on
26 her fifth claim for relief as set forth in the Complaint.
27

Conclusion

1
2 59. For the reasons stated herein, the Trustee is entitled to Summary Judgment on all
3 claims for relief set forth in her Complaint.

4 Dated this 22nd day of December, 2015.

5 Respectfully Submitted,

6 /s/ Samuel A. Schwartz

7 Samuel A. Schwartz, Esq.

8 Nevada Bar No. 10985

9 Bryan A. Lindsey, Esq.

10 Nevada Bar No. 10662

11 Schwartz Flansburg PLLC

12 6623 Las Vegas Blvd. South, Suite 300

13 Las Vegas, Nevada 89119

14 Telephone: (702) 385-5544

15 Facsimile: (702) 385-2741

16 Attorneys for the Chapter 7 Trustee, Victoria L. Nelson
17
18
19
20
21
22
23
24
25
26
27

CERTIFICATE OF SERVICE

1
2 I HEREBY CERTIFY that a true and correct copy of the foregoing was sent
3 electronically on December 22, 2015, to the following:

4 SAMUEL A. SCHWARTZ on behalf of Plaintiff VICTORIA NELSON
5 sam@schwartzlawyers.com, ecf@schwartzlawyers.com;schwartzecf@gmail.com

6 Lionel Santos
7 Lee.santos@xlcatlin.com

8 Kimberly E. Rients Blair, Esq.
9 Kimberly.Blair@wilsonelser.com

10 I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via
11 REGULAR MAIL on December 22, 2015, to the following:

12 XL America, Inc.
13 c/o The Corporation Trust Company, Registered Agent
14 Corporation Trust Center
15 1209 Orange St
16 Wilmington, DE 19801

17 XL Insurance America, Inc.
18 c/o The Corporation Trust Company, Registered Agent
19 Corporation Trust Center
20 1209 Orange Street
21 Wilmington, DE 19801

22 Pearl Insurance Group, LLC
23 c/o CT Corporation System, Registered Agent
24 1200 E. Glen Avenue
25 Peoria Heights, IL 61616

26 Pearl Insurance Group, LLC
27 c/o CT Corporation Systems, Registered Agent
28 208 South Lasalle St, Ste 814
29 Chicago, IL 60604

30 Greenwich Insurance Company
31 c/o The Corporation Trust Company, Registered Agent
32 Corporation Trust Center
33 1209 Orange St
34 Wilmington, DE 19801

1 XL Select Professional
2 c/o The Corporation Trust Company, Registered Agent
3 Corporation Trust Center
4 1209 Orange Street
5 Wilmington, DE 19801

6 XL Select Professional
7 c/o Lee Santos
8 100 Constitution Plaza, 17th Floor
9 Hartford, CT 06103

10 XL Select Professional
11 c/o Kimberly E. Rients Blair, Esq.
12 Wilson Elser Moskowitz Edelman & Dicker LLP
13 55 West Monroe Street, Suite 3800
14 Chicago, IL 60603-5001

15 /s/ Christy L. Cahall
16 Christy L. Cahall
17
18
19
20
21
22
23
24
25
26
27