

E-Filed: January 25, 2016

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

In re:)	Case No. 2:16-cv-00060-JAD-GWF
)	
AMERI-DREAM REALTY, LLC,)	
)	Bankruptcy Case No.: 15-10110-LED
Debtor.)	
)	Chapter 7
<hr/>)	
VICTORIA NELSON, In Her Capacity As The)	
Chapter 7 Trustee Of AMERI-DREAM)	
REALTY, LLC,)	
Plaintiff,)	
)	Adv. Proceeding No.: 15-01183-LED
vs.)	
)	
XL AMERICA, INC.; XL INSURANCE)	
AMERICA, INC.; XL SELECT)	
PROFESSIONAL; PEARL INSURANCE)	
GROUP, LLC; GREENWICH INSURANCE)	
COMPANY; and DOES I through X; and ROE)	
CORPORATE DEFENDANTS XI through)	
XX,)	
Defendants.)	
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**PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION TO WITHDRAW
THE REFERENCE OF THIS ADVERSARY PROCEEDING PURSUANT TO
28 U.S.C. § 157(d) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 5001**

Victoria L. Nelson, in her capacity as the Chapter 7 Trustee (the “**Plaintiff**” or the “**Trustee**”) of Ameri-Dream Realty, LLC (the “**Debtor**” or the “**Company**”), by and through her attorneys of record, Schwartz Flansburg PLLC, submits her opposition to the Motion (the

1 “**Motion**”¹ of defendants XL America, Inc., XL Insurance America, Inc., XL Select
2 Professional, Pearl Insurance Group, LLC and Greenwich Insurance Company (each a
3 “**Defendant**” and collectively, the “**Defendants**”) to Withdraw the Reference of this Adversary
4 Proceeding Pursuant to 28 U.S.C. § 157(d) and Federal Rule of Bankruptcy Procedure 5011.

5 In support of the Opposition, the Trustee respectfully states as follows:

6
7 **Preliminary Statement**

8 1. The Defendants urge this Court to withdraw the reference of the instant adversary
9 proceeding to this Court for 3 main reasons: (i) the claims are “non-core”; (ii) the Defendants do
10 not consent to the entry of final orders or judgments by the bankruptcy court; and (iii) the
11 Defendants do not consent to a jury trial before the bankruptcy court, and made a jury trial
12 demand to this Court.

13 2. Importantly, however, the Defendants do not carry their burden of why the case
14 should be transferred now at this early stage of litigation, or if at all. As set forth herein, nearly
15 all factors for this Court to consider when determining whether permissive withdrawal of the
16 reference is appropriate here all weigh in favor of denying the Motion.

17 3. The Court should deny the Motion, as leaving the case in the bankruptcy court
18 will further judicial economy and bankruptcy administration, and allow the bankruptcy court to
19 utilize its knowledge and familiarity with: (i) the Debtor’s Chapter 7 case, which is now more
20 than 12 months old; and (ii) the Plaintiff’s adversary proceeding against Ms. Peladas-Brown
21 (defined below), which involve many similar factual issues giving rise to this case and the
22 triggering of the insurance Policy at issue. At a minimum, this adversary proceeding should stay
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27 ¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

1 in the bankruptcy court until it is ready for trial, with the bankruptcy court conducting all pre-
2 trial matters. Accordingly, the Motion should be denied.

3 **Background Facts**

4 4. On January 9, 2015, Ameri-Dream Realty, LLC (the “**Company**” or the
5 “**Debtor**”), filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy
6 Code in the United States Bankruptcy Court for the District of Nevada (the “**Bankruptcy**
7 **Court**”).

8
9 5. The Company was a real estate sales and property management company based in
10 Las Vegas, Nevada prior to filing for relief under Chapter 7 of the United States Bankruptcy
11 Code.

12 6. The Plaintiff is the Court-appointed Chapter 7 Trustee over the Company in Case
13 No. 15-10110-LED, United States Bankruptcy Court for the District of Nevada (the “**Action**”).

14
15 7. On May 21, 2015, the Trustee, in her capacity as Chapter 7 Trustee for the
16 Company, initiated that certain adversary proceeding against Elise Peladas-Brown (“**Ms.**
17 **Peladas-Brown**”), a former manager of the Company, in the United States Bankruptcy Court for
18 the District of Nevada, Adversary Case No. 15-01087-LED, due to Ms. Peladas-Brown’s secret
19 embezzlement of over \$1 million in security deposits from the Company.

20 8. In her complaint, the Trustee asserted four claims for relief against Ms. Peladas-
21 Brown: (i) breach of fiduciary duty; (ii) common law misrepresentation; (iii) negligent
22 misrepresentation; and (iv) declaratory relief that the Company and Mr. John Brown, Ms.
23 Peladas-Brown’s ex-husband and former manager of the Company, are innocent and had no
24 knowledge of Ms. Peladas-Brown’s wrongdoings (collectively, the “**Peladas-Brown Claims for**
25 **Relief**”).
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1 9. On October 26, 2015, the United States Bankruptcy Court held a hearing on the
2 Trustee’s motion for summary judgment on all of the Peladas-Brown Claims for Relief.

3 10. On October 27, 2015, the bankruptcy court entered an order granting summary
4 judgment on all Peladas-Brown Claims for Relief, with findings of fact and conclusions of law.
5 See Adv. Case No. 15-01087-LED, Docket Nos. 20 and 21. Both the Company and Mr. John
6 Brown were found to be innocent.

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

11 12. Shortly after the entry of summary judgment against Ms. Peladas-Brown, the
12 Plaintiff initiated the above-captioned adversary proceeding (the “**Adversary Proceeding**”)
13 against the Defendants/Insurers. The Trustee’s complaint (the “**Complaint**”) is related to the
14 actions of Ms. Peladas-Brown, which triggered the Policy and required the Defendants to
15 reimburse the Company for the theft of the security deposits by Ms. Peladas-Brown.
16

17 13. The Complaint seeks various claims for relief against the Defendants for their
18 failure to comply with the Policy, including claims for: (1) breach of contract; (2) breach of the
19 implied covenant of good faith and fair dealing; (3) breach of fiduciary duty; (4) violations of
20 NRS 686A.310; and (5) declaratory relief.
21

22 14. In December 2015, the Plaintiff filed her Motion for Summary Judgment on the
23 Complaint, while the Defendants filed Motions to Dismiss the Complaint, along with the instant
24 Motion. The Motion for Summary Judgment and the Motions to Dismiss remain pending
25 following the resolution of the Motion to Withdraw the Reference.
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1 15. For the reasons stated herein, the Motion should be denied.

2 **Argument**

3 **Relevant Legal Standards.**

4 16. United States District courts have original and exclusive jurisdiction over “all
5 cases under title 11.” 28 U.S.C. § 1334(a). District courts also have original but not exclusive
6 jurisdiction over all civil proceedings “arising under title 11” or “arising in or related to cases
7 under title 11.” 28 U.S.C. § 1334(b). Proceedings that arise in a bankruptcy case or under title
8 11 are deemed “core proceedings,” while those that are otherwise related to a case under title 11
9 are considered “non-core proceedings.” Stern v. Marshall, 131 S. Ct. 2594, 2605 (2011) (citing
10 28 U.S.C. § 157(b), (c)).
11

12 17. A district court may refer any or all actions within its bankruptcy jurisdiction to
13 the bankruptcy judges for that district. 28 U.S.C. § 157(a). The United States District Court for
14 the District of Nevada refers all cases under the Bankruptcy Code and all proceedings arising
15 under the Bankruptcy Code or arising in or related to cases under the Bankruptcy Code to the
16 United States Bankruptcy Court for the District of Nevada. See Local Rule 1001(b)(1).
17 Accordingly, until and unless the reference of jurisdiction to the bankruptcy court is withdrawn
18 by an Order of the District Court, all jurisdiction over bankruptcy matters resides with the
19 bankruptcy court.
20

21 18. A party may move to withdraw the reference to the bankruptcy court pursuant to
22 28 U.S.C. § 157(d), which provides that:
23

24 The district court may withdraw, in whole or in part, any case or proceeding
25 referred under this section, on its own motion or on timely motion of any party,
26 for cause shown. The district court shall, on timely motion of a party, so withdraw
a proceeding if the court determines that resolution of the proceeding requires
consideration of both title 11 and other laws of the United States regulating...

27 11 U.S.C. § 157(d).

1 19. According to the statute, there are both mandatory and discretionary withdrawals.
2 See Id. The Motion does not argue that withdrawal of the reference is required, but rather,
3 argues the Court should withdraw the reference of the Nevada Bankruptcy Court for cause
4 pursuant to 28 U.S.C. § 157(d) because: (i) the claims fall within the bankruptcy court’s non-
5 core/related to jurisdiction; (ii) the Defendants do not consent to the entry of final orders or
6 judgments by the bankruptcy court; and (iii) the Defendants made a jury demand. See Motion, p.
7 2., ll. 19-22.
8

9 20. A movant seeking a discretionary withdrawal must demonstrate *good cause* for
10 the withdrawal. 28 U.S.C. § 157(d). The movant carries a heavy burden of showing that both
11 elements of § 157(d) are met. See Hatzel & Buehler, Inc. v. Central Hudson Gas & Electric, 106
12 B.R. 367, 370 (D. Del. 1989). A clear showing of cause is required before withdrawing a case
13 from the capable judges of the bankruptcy court, especially “in light of the presumption that
14 bankruptcy matters should remain in bankruptcy court, the legislative history of section 157(d),
15 and judicial interpretation.” U.S. v. Kaplan, 146 B.R. 500, 504 (D. Mass. 1992); see also In re
16 Onyx Motor Car Corp., 116 B.R. 89, 91 (S.D. Ohio 1990) (“Let it be clear, without truly
17 exceptional and compelling circumstances, a motion for withdrawal of reference will not be well
18 received by this Court.”); In re DeLorean Motor Co., 49 B.R. 900, 912 (Bankr. E.D. Mich. 1985)
19 (stating an “overriding interest” must be shown to overcome the presumption that Congress
20 intended to have bankruptcy proceedings adjudicated in bankruptcy court.”).
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23 21. Here, as set forth both below, the Defendants failed to carry their burden to have
24 the reference withdrawn from the bankruptcy court at this time.
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1 **The Motion Should Be Denied as Premature.**

2 22. The Motion should be denied as premature because the instant adversary
3 proceeding was just commenced; Further, the bankruptcy court should be permitted to conduct
4 all pre-trial activity, as it is familiar with the Debtor's bankruptcy case, the related adversary
5 proceeding and judgment against Peladas-Brown, and the complexity of the underlying
6 litigation.

7
8 23. While the Plaintiff does not dispute the Defendants may have a right to a jury trial
9 on the claims for relief set forth in the Complaint, the Plaintiff does dispute the instant adversary
10 matter should be immediately transferred to the District Court. Rather, the bankruptcy court
11 should be permitted to conduct all pre-trial matters. Numerous courts, including the Ninth
12 Circuit Court of Appeals, held that a defendant's demand for jury trial and refusal to consent to a
13 jury trial before a bankruptcy court is not grounds for the immediate withdrawal of the reference
14 of the bankruptcy court.

15
16 24. In the case In re Healthcentral.com, 504 F.3d 775, 787 (9th Cir. 2007), the Ninth
17 Circuit Court of Appeals examined cases from numerous courts that addressed the issue of
18 whether, once a jury request is made, a bankruptcy court must relinquish jurisdiction and the
19 case be transferred to the district court. "Universally these courts have all reached the same
20 holding, that is, a Seventh Amendment jury trial right does not mean the bankruptcy court must
21 instantly give up jurisdiction and that the case must be transferred to the district court." Id.
22 Rather, the bankruptcy court may retain jurisdiction over the matter for pre-trial proceedings.

23
24 25. The rationale for such a holding was stated as follows:

25 First, allowing the bankruptcy court to retain jurisdiction over pre-trial matters,
26 does not abridge a party's Seventh Amendment right to a jury trial. . . . A
27 bankruptcy court's pre-trial management will likely include matters of
"discovery," "pre-trial conferences," and routine "motions," which obviously do

1 not diminish a party's right to a jury trial. . . . Moreover, even if a bankruptcy
2 court were to rule on a dispositive motion, it would not affect a party's Seventh
3 Amendment right to a jury trial, as these motions merely address whether trial is
4 necessary at all.

5 Second, requiring that an action be immediately transferred to district court
6 simply because of a jury trial right would run counter to our bankruptcy system....
7 Under our current system Congress has empowered the bankruptcy courts to
8 "hear" Title 11 actions, and in most cases enter relevant "orders." As has been
9 explained before, this system promotes judicial economy and efficiency by
10 making use of the bankruptcy court's unique knowledge of Title 11 and
11 familiarity with the actions before them. . . . Accordingly, if we were to require an
12 action's immediate transfer to district court simply because there is a jury trial
13 right we would effectively subvert this system. Only by allowing the bankruptcy
14 court to retain jurisdiction over the action until trial is actually ready do we ensure
15 that our bankruptcy system is carried out.

16 Id. at 787-88 (internal citations omitted).

17 26. The United States District Court for the Southern District of New York also
18 encountered a similar situation in the case Enron Power Marketing, Inc. v. Virginia Electric &
19 Power (In re Enron Corp.), 318 B.R. 273 (S.D.N.Y. 2004). There, the court evaluated a motion
20 for withdrawal of reference in an adversary proceeding that was commenced via a Complaint for
21 Declaratory Relief and for Damages that alleged the defendant violated two contracts. The
22 district court held that the motion to withdraw reference was not ripe because the defendant had
23 not sought a determination from the bankruptcy court as to whether the proceeding was a core
24 proceeding pursuant to 28 U.S.C. § 157(b)(3). The district court further held that the motion to
25 withdraw reference would have been premature even if the bankruptcy court had determined that
26 the complaint involved matters that were not core proceedings, the reference should not be
27 withdrawn before the matter was ready for trial:

28 Even if the Bankruptcy Court were to conclude that the proceeding is non-core
29 and that [defendant] has a right to a jury trial in district court on [plaintiff's]
30 claims against it, however, this Court would not withdraw the reference at this
31 early stage of the adversary proceeding. The question of whether withdrawal of
32 the reference "for trial by jury, on asserted Seventh Amendment grounds, will
33 become . . . ripe for determination if and when the case becomes trial ready."

1 [Citations omitted]. As with several other cases related to [plaintiff's] bankruptcy
2 that have been presented to district courts on motions to withdraw the reference,
3 **the Bankruptcy Court is in a superior position to manage what are likely to**
4 **be complex pretrial proceedings in this case. It has extensive familiarity with**
5 **complex contracts of the type that are the subject of the dispute between the**
6 **parties; discovery that may be available from [plaintiff]; and facts and**
7 **circumstances concerning the events leading up to [plaintiff's] filing for**
8 **bankruptcy.**

9 Id. at 275-76 (emphasis added).

10 27. Many other courts around the United States reached similar conclusions. See
11 Murphy v. County of Chemung, 410 B.R. 145, 149 (Bankr. W.D.N.Y. 2009) (demand for jury
12 trial “does not compel withdrawing the reference, even in a non-core proceeding, until the case is
13 ready to proceed to trial”); In re Centrix Financial, LLC, 2009 WL 1605826, *4 (D. Colo. June 8,
14 2009) (“allowing the bankruptcy court to supervise discovery, conduct pretrial conferences, and
15 rule on pretrial motions – including dispositive motions – does not infringe on the right to trial
16 by jury”); Stein v. Miller, 158 B.R. 876, 880 (S.D. Fla. 1993) (bankruptcy court’s ruling on
17 dispositive motions does not trammel right to a jury trial); City Fire Equipment Co. v. Ansul Fire
18 Protection Wormald U.S., Inc., 125 B.R. 645, 649 (N.D. Ala. 1989) (*en banc*) (“This court
19 concludes that the mere filing of a jury demand does not cause the Bankruptcy Court to lose
20 “jurisdiction” of the action(s) or mandate that the reference be withdrawn.”).

21 28. Moreover, Local Rule 9015(e) also supports a determination that the Nevada
22 Bankruptcy Court should be permitted to conduct all pre-trial matters until the case is ready for
23 trial even when a proper demand for jury trial has been made and the parties do not consent to
24 having a jury trial in front of the bankruptcy court:

25 (e) Consent and withdrawal. Upon the court’s determination that the demand was
26 timely made and the party has a right to a jury trial, and if all parties have not
27 filed a written consent to a jury trial in the bankruptcy court, the bankruptcy court
will certify the matter to the district court. Upon certification, the district court
shall open a new civil matter, and shall assign a date for trial. **Unless the assigned**

1 **judge orders otherwise, all proceedings will continue in the bankruptcy court**
2 **until the matter is ready for trial.**

3 See Local Rule 9015(e) (emphasis added).

4 29. Just as in Healthcentral.com, Enron Power Marketing and the other cases cited
5 above, the bankruptcy court should be permitted to retain jurisdiction over all pre-trial matters
6 despite the Defendants' demand for jury trial. Importantly, the bankruptcy court's knowledge of
7 the Debtor's bankruptcy case and the Plaintiff's related adversary proceeding and judgment
8 against Peladas-Brown, which involve the same operative facts giving rise to the triggering of
9 the insurance policy at issue, demonstrate that it is in the best interests of judicial economy and
10 preserving limited bankruptcy estate assets to have the bankruptcy court conduct all pre-trial
11 matters.

12 30. Furthermore, allowing the bankruptcy court to conduct all pre-trial matters will
13 not prejudice any Seventh Amendment right to jury trial that may be held by the Defendants,
14 because any jury trial will take place before this Court. The Motion does not identify any
15 prejudice that will be suffered by the Defendants if the bankruptcy court conducts all pre-trial
16 matters. Accordingly, the Court should deny the Motion on the grounds that it is premature, and
17 allow the bankruptcy court to conduct all pre-trial matters.
18

19
20 **The Claims Against the Policy Constitute a Core Proceeding That Should Be Decided by**
21 **the Bankruptcy Court.**

22 31. Notwithstanding the above, and contrary to the Defendants' Motion, the claims
23 asserted against the Defendants are "core" as they directly affect the Trustee's administration of
24 the Debtor's bankruptcy estate.

25 32. Specifically this adversary proceeding involving the claim against the Policy falls
26 squarely into one or more of the expressly enumerated categories of "core proceedings" set forth
27 in 28 U.S.C. § 157(b)(2), which can and should be adjudicated by the bankruptcy court absent

1 some truly extraordinary or compelling circumstances. Specifically, this adversary proceeding is
2 a “core proceeding” under 28 U.S.C. § 157(b)(2)(A) – “matters concerning the administration of
3 the estate,” because resolution of the Adversary Proceeding will affect the amount of estate
4 property available for distribution will affect the allocation of the Company’s property to
5 creditors. Furthermore, the claims are also core under 28 U.S.C. § 157(b)(2)(O) – “other
6 proceedings affecting the liquidation of the assets of the estate” because the ultimate resolution
7 will affect the continued liquidation of the Company’s estate assets.
8

9 33. Accordingly, because the Adversary Proceeding is a core proceeding, it should be
10 timely adjudicated by the bankruptcy court, and the Defendants’ request for permissive
11 withdrawal to the district court should be denied.

12 **Other Relevant Factors Weigh Against Permissive Withdrawal**

13 34. Finally, the other factors considered by courts when determining to withdraw the
14 reference from a bankruptcy court also weigh in favor of denying permissive withdrawal.
15

16 A. Judicial Economy.

17 35. Despite the Defendants’ contentions, withdrawal would not be an efficient use of
18 judicial resources, because it would result in the bankruptcy proceedings and the adversary
19 proceeding and judgment against Peladas-Brown being adjudicated by the bankruptcy court,
20 while this Adversary Proceeding is decided by the District Court.
21

22 36. Moreover, “[a]ny inefficiency created by the need for de novo review [i]s
23 outweighed by other efficiencies gained in leaving the proceedings in bankruptcy court.” In re
24 Roman Catholic Archbishop of Portland in Oregon, 2005 WL 196477, *3 (D. Or. Jan. 28, 2005);
25 see also In re Heller Ehrman LLP, 464 B.R. 348, 361 (N.D. Cal. 2011) (finding defendants failed
26 to establish cause for withdrawal of the reference due to the bankruptcy judge’s familiarity with
27

1 the case, expertise on bankruptcy issues, and the dictates of Stern as not meaningfully changing
2 the division of labor in the statute).

3 B. Uniform Bankruptcy Administration.

4 37. The factor of uniform bankruptcy administration also weighs against withdrawal
5 of the reference in this adversary proceeding. Importantly, the potential factual issues identified
6 by the Defendants to be litigated in this Adversary Proceeding have already been decided by the
7 bankruptcy court. Specifically, the bankruptcy court already issued its findings of fact and
8 conclusions of law regarding: (i) whether Mr. Brown assisted Ms. Peladas-Brown; and (ii)
9 whether Mr. Brown remained passive after having knowledge of the dishonest/fraudulent
10 conduct of Ms. Peladas-Brown. See Findings of Fact and Conclusions of Law, Adv. Case No.
11 15-01087-LED, Docket No. 20.
12

13 38. Moreover, as indicated above, the bankruptcy court is uniquely familiar with the
14 Debtor's Chapter 7 case and the Plaintiff's adversary proceeding against Ms. Peladas-Brown.
15 Bifurcating this Adversary Proceeding to the District Court will not result in uniform bankruptcy
16 administration.
17

18 C. Forum Shopping.

19 39. In their Motion, the Defendants indicate that "[t]he Insurers do not consent to a
20 jury trial in bankruptcy court and have made a Jury Demand set forth herein." See Motion, p. 4,
21 ll. 2-3. Despite the fact that 28 U.S.C. § 157(e) allows a bankruptcy court to conduct a jury trial
22 with the express consent of all the parties, the fact that the Defendants do not consent to a jury
23 trial in bankruptcy court, but made a demand for a jury trial in District Court indicates the
24 Defendants are forum shopping.
25
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1 40. Moreover, as withdrawal of the reference of the bankruptcy case will not promote
2 judicial economy and will not bring uniformity to the administration of the Debtor's bankruptcy
3 estate, withdrawal in this case would promote, rather than prevent, forum shopping. See Collier
4 on Bankruptcy (15 Ed. Rev.) 13.04[1][b] pp. 61-62 ("Believing that a motion to withdraw
5 smacks of forum shopping, the district courts have generally not been receptive to motions to
6 withdraw the reference.").

7
8 D. Economical Use of Debtors' and Creditors' Resources.

9 41. As set forth above, the bankruptcy court is uniquely familiar with the Debtor's
10 Chapter 7 case and the related adversary proceeding and judgment against Ms. Peladas-Brown.
11 Indeed, as set forth above, many of the possible factual issues to be resolved in this Adversary
12 Proceeding were already resolved in the bankruptcy court's proposed findings of fact and
13 conclusions of law in the Peladas-Brown adversary proceeding. See Findings of Fact and
14 Conclusions of Law, Adv. Case No. 15-01087-LED, Docket No. 20. Accordingly, denying the
15 Motion will allow the Debtor and Plaintiff to conserve valuable bankruptcy estate assets by not
16 requiring re-litigation of similar factual issues in a second forum.

17
18 E. Expediting the Bankruptcy Process.

19 42. Similar to the other factors, leaving the proceedings in bankruptcy court will
20 expedite the bankruptcy process. The bankruptcy court is already familiar with the Debtor's
21 Chapter 7 case, which has been pending for over 12 months, and the adversary proceeding
22 against Ms. Peladas-Brown. The facts established in the Peladas-Brown adversary proceeding
23 are the same facts giving rise to the claims against the Policy in this Adversary Proceeding.
24 Simply put, removing this proceeding from the bankruptcy court will delay the bankruptcy
25 process, not expedite it.
26
27

Conclusion

1
2 43. For the foregoing reasons, the Plaintiff respectfully requests the Court to deny the
3 Motion for Withdrawal of the Reference and allow the United States Bankruptcy Court for the
4 District of Nevada to conduct this Adversary Proceeding.

5 Dated this 25th day of January, 2016.

6 Respectfully Submitted,

7 /s/ Samuel A. Schwartz

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF system on January 25, 2016, to the following:

Vernon Nelson
vernon.nelson@wilsonelser.com
annemarie.gourley@wilsonelser.com

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via REGULAR MAIL on January 25, 2016, to the following:

U.S. Trustee, Las Vegas
300 Las Vegas Boulevard South
Suite 4300
Las Vegas, NV 89101-5803

/s/ Christy L. Cahall
Christy L. Cahall