## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

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§	CASE NO. 3-09-CV0298-N
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# <u>UNDERWRITERS' SUR-REPLY TO RECEIVER'S MOTION TO ENFORCE</u> RECEIVERSHIP ORDER AND, IN THE ALTERNATIVE, FOR PROTECTIVE ORDER

Certain Underwriters at Lloyd's of London and Arch Specialty Insurance Company (collectively, "Underwriters") file this Sur-Reply to Receiver Ralph S. Janvey's Motion to Enforce Receivership Order and, in the Alternative, for Protective Order, and respectfully show the Court as follows.

### **Argument and Authorities**

In his reply brief, the Receiver abandons his argument that Underwriters' subpoena somehow violates the Receivership Order. The Receiver simply ignores Underwriters' argument that the Receivership Order cannot reasonably be interpreted to enjoin persons from taking *depositions* of any of the individuals or entities covered by the order in the course of the Coverage Action without thwarting the orderly and efficient resolution of that action—which this Court already has permitted to proceed in the Southern District. *See* Receiver's Reply in Support of Motion to Enforce [Docket No. 12]. Instead, the Receiver argues almost entirely that

Underwriters cannot take Ms. Van Tassel's deposition because she is not a fact witness in the Coverage Action—though she very much is. However styled, the motion is not to enforce an order, but to quash a deposition.

Because the Receiver's real objections to Ms. Van Tassel's deposition are not related to the Receivership Order, but rather are based on the scope or permissibility of her deposition, he should be required to raise any such objections with the Honorable Nancy F. Atlas, who is presiding over the Coverage Action with the blessing of this Court. *See* December 16 Order, *SEC v. Stanford Int'l Bank, Ltd.*, No. 3:09-CV-0298 (N.D. Tex. Dec. 16, 2009). The Fifth Circuit has mandated that the Coverage Action be resolved expeditiously. To effectuate that order and to ensure a fair and efficient resolution of the Coverage Action, this Court should defer to Judge Atlas on matters relating to the management of the case that is before her.

#### Conclusion

The Receiver's Motion should be denied.

### Respectfully submitted,

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Attorneys for Certain Underwriters at Lloyd's of London and Arch Specialty Insurance Company

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document and has been served on all known counsel of record via the Court's electronic filing system this 24th day of June, 2010.

/s/ Barry A. Chasnoff
BARRY A. CHASNOFF