

No. 14-10857

**In the United States Court of Appeals
for the Fifth Circuit**

RALPH S. JANVEY, Plaintiff – Appellee

v.
JAMES R. ALGUIRE; VICTORIA ANCTIL; TIFFANY ANGELLE; SYLVIA
AQUINO; JONATHAN BARRACK; MARK TIDWELL; CHARLES RAWL;
SUSANA ANGUIANO; TERAL BENNETT; LORI BENSING; SUSANA
CISNEROS; RON CLAYTON, JOHN D. ORCUTT, et al, Defendants –
Appellants

CONSOLIDATED WITH 14-10945
RALPH S. JANVEY, in his capacity as Court-Appointed Receiver for the Stanford
International Bank, Limited et al, Plaintiff - Appellee

v.
ORESTE TONARELLI, Defendant – Appellant

(Caption Continued on Inside Cover)

**On Appeal from the United States District Court for the Northern District of
Texas Civil Action Nos. 3:09-CV-724, 3:10-CV-1955, 3:11-CV-1659,
3:11-CV-292**

BRIEF OF APPELLANTS (EIGHT FA DEFENDANTS)

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ORAL ARGUMENT REQUESTED

CONSOLIDATED WITH 14-11014
RALPH S. JANVEY, in his capacity as Court-Appointed Receiver for
the Stanford International Bank, Ltd. et al, Plaintiff - Appellee

v.
JUAN ALBERTO RINCON, Defendant – Appellant

CONSOLIDATED WITH 14-11093
RALPH S. JANVEY, in his capacity as Court Appointed Receiver for the Stanford
International Bank LTD et al; OFFICIAL STANFORD INVESTORS
COMMITTEE, Plaintiffs - Appellees

v.
LUIS GIUSTI, Defendant - Appellant

CERTIFICATE OF INTERESTED PERSONS

Ralph Janvey v. James Alguire, et al., Case No. 14-10857

The undersigned counsel of record certifies that the following listed persons and entities as described in the fourth sentence of Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

1. Defendants-Appellants: Julian “Brad” Bradham, Nolan Farhy, Blanca Fernandez, Virgil Harris, Nancy Huggins, Lou Schaufele, Steve Slewitzke, and Eric Urena.

These individuals are represented by: Jason W. Graham, T. Brandon Welch, Graham and Jensen, LLP, Robert L. Wright, Robert L. Wright P.C.

2. Ralph S. Janvey, Receiver.

The Receiver is represented by: Kevin M. Sadler, Robert I. Howell, David T. Arlington, Scott D. Powers, Timothy S. Durst, Stephanie F. Cagniart, Baker Botts L.L.P., Richard B. Roper, III, Thompson & Knight LLP, Ben L. Krage, Esq., Krage & Janvey, L.L.P.

3. U.S. Securities & Exchange Commission.

Attorneys for U.S. Securities & Exchange Commission: David B. Reece, Mike Post, D. Thomas Keltner, J. Kevin Edmundson, Michael D. King, Steve J. Korotah.

4. Court Examiner John J. Little.

Attorneys for John J. Little: Stephen Granberry Gleboff, Little Pedersen Fankhauser LLP.

5. Pershing LLC.

STATEMENT REGARDING ORAL ARGUMENT

The Eight FA Defendants request oral argument because this case presents an important question of law within the Fifth Circuit and across all federal circuits. If the District Court is affirmed, the Fifth Circuit will be the first Circuit to hold that a federal equity receiver has the inherent authority to reject an arbitration provision. The Fifth Circuit would likewise be the first Circuit to hold that a district court has discretion to refuse to compel a federal equity receiver to arbitrate. Defendants–Appellants believe oral argument would assist the decisional process, particularly with rendering a decision consistent with Fifth Circuit and nationwide precedent.

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STATEMENT OF JURISDICTION

The United States District Court for the Northern District of Texas appointed Plaintiff-Appellee Ralph Janvey as Receiver for Stanford International Bank, Ltd., Stanford Group Company, and other entities related to R. Allen Stanford. The Receiver's appointment derives from the Securities and Exchange Commission's securities fraud action against Stanford and his companies. The Receiver alleges the District Court had subject matter jurisdiction over this proceeding under 15 U.S.C.A. § 77v(a) (West 2014), 15 U.S.C.A. § 78aa (West 2014), and 28 U.S.C.A. § 754 (West 2014).

The Eight FA Defendants filed motions to dismiss and to compel arbitration. After remand from this Court, the District Court denied the Eight FA Defendants' motion to compel arbitration on July 30, 2014. [ROA.14-10857.16170.] The Eight FA Defendants timely appealed on August 13, 2014. [ROA.14-10857.16246.] The denial of a motion to compel arbitration is directly appealable under 9 U.S.C.A. § 16(a)(1) (West 2014). *See Moran v. Ceiling Fans Direct, Inc.*, 239 Fed. Appx. 931 (5th Cir. 2007).

The balance of the brief has been eliminated for this sample. For a copy of the complete brief please call our office. Thank you.