

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
MISSOURI, CENTRAL DIVISION

Beth Mayhew and Matthew Mayhew v. Vladimir Sadovyh, et al.

Mayhew · No. 2:26-CV-04029-WJE · Decided April 6, 2026

SUMMARY

The court grants the joint motion to remand an equitable garnishment action under Missouri Revised Statute § 379.200 to the Circuit Court of Cole County, Missouri. It holds that the judgment debtors are statutorily necessary parties, are not nominal or fraudulently joined defendants, and did not consent to removal as required by 28 U.S.C. § 1446(b)(2)(A). The court denies the pending motions to dismiss and motion for sanctions as moot.

CASE DETAILS

COURT	United States District Court for the Western District of Missouri, Central Division
WRITING FOR THE COURT	Willie J. Epps, Jr.
JURISDICTION	United States District Court for the Western District of Missouri, Central Division
DECIDED	April 6, 2026
DOCKET	2:26-CV-04029-WJE
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiffs and three defendants moved to remand an action removed from Missouri state court under diversity jurisdiction. The federal court granted the motion to remand and denied the remaining motions as moot.
STANDARD OF REVIEW	The removing party bears the burden of establishing federal subject-matter jurisdiction by a preponderance of the evidence. Doubts about the propriety of removal are resolved in favor of remand. Fraudulent joinder is assessed under whether there is arguably a reasonable basis in fact and law for predicting that state law might impose liability on the joined party.
PRECEDENTIAL VALUE	unpublished district-court order
PARTIES	Beth Mayhew, Matthew Mayhew, Nova First, LLC, Globex Transport, Inc., Vladimir Sadovyh v. Indemnity Insurance Company of North

TOPICS

subject matter jurisdiction civil procedure insurance equitable relief

PRACTICE AREAS

civil procedure insurance remedies

QUESTIONS PRESENTED

1. Whether Nova First, Globex, and Vladimir Sadovyh were nominal parties whose consent to removal was unnecessary.
2. Whether Nova First, Globex, and Vladimir Sadovyh were fraudulently joined so that their lack of consent could be disregarded.
3. Whether removal was defective because properly joined defendants did not join in or consent to removal.

HOLDINGS

1. Nova First, Globex, and Vladimir Sadovyh were not nominal parties because Missouri Revised Statute § 379.200 requires a judgment creditor to proceed against both the insured judgment debtor and the insurance company.
2. Nova First, Globex, and Vladimir Sadovyh were not fraudulently joined because there was a reasonable basis in fact and law for predicting that Missouri law might impose liability on them in the equitable-garnishment action.
3. All properly joined defendants were required to join in or consent to removal under 28 U.S.C. § 1446(b)(2)(A). Because Nova First, Globex, and Vladimir Sadovyh did not consent, removal was defective and remand was required.

KEY QUOTATIONS

“In a civil action removed under section 1441(a), all defendants must join in or consent to removal.” (Section II.A)

“The Court finds that Nova First, Globex, and Mr. Sadovyh are not nominal parties. Therefore, their lack of consent makes removal defective and necessitates remand to state court.” (Section II.B)

“A party is fraudulently joined when the claim against them is frivolous or otherwise illegitimate.” (Section II.C)

“Because they do not consent, the removal is defective and remand is required.” (Section II.D)

FACTUAL BACKGROUND

The case arose from a February 24, 2023, trailer-truck accident involving Beth Mayhew and Vladimir Sadovyh, who was employed by Nova First and Globex. Nova First and Globex owned the tractor-trailer, and Chubb and Mohave jointly issued insurance coverage for claims arising from the accident, with EMA acting as a third-party administrator. After a Missouri jury trial, the Mayhews obtained a judgment exceeding \$92 million against the judgment debtors and then filed an equitable-garnishment action against the judgment debtors, insurers, and EMA.

PROCEDURAL HISTORY

The Mayhews obtained a state-court judgment against Nova First, Globex, and Vladimir Sadovyh arising from a 2023 truck accident. They then filed a Missouri equitable-garnishment action under Missouri Revised Statute § 379.200 against the judgment debtors, insurers, and claims administrator. EMA removed the action under 28 U.S.C. §§ 1332, 1441, and 1446, with Chubb and Mohave consenting, but the judgment debtors did not consent. The federal court held that the judgment debtors were neither nominal nor fraudulently joined parties and remanded the case to the Circuit Court of Cole County, Missouri.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The matter was remanded to the Circuit Court of Cole County, Missouri. The pending motions to dismiss and the motion for sanctions were denied as moot.

CASES CITED

- Ark. Blue Cross & Blue Shield v. Little Rock Cardiology Clinic, P.A., 551 F.3d 812, 816 (8th Cir.)
- Krispin v. May Dep't Stores Co., 218 F.3d 919, 922 (8th Cir. 2000)
- In re Prempro Prods. Liab. Litig., 591 F.3d 613, 620 (8th Cir.)
- Bradley Timberland Res. v. Bradley Lumber Co., 712 F.3d 401, 405 (8th Cir. 2013)
- Wilkinson v. Shackelford, 478 F.3d 957, 963 (8th Cir.)
- Christiansen v. West Bank Cmty. School Dist., 674 F.3d 927, 933 (8th Cir.)
- Pritchett v. Cottrell, Inc., 512 F.3d 1057, 1062 (8th Cir.)
- Chicago, R.I. & P. Ry. Co. v. Martin, 178 U.S. 245, 248 (1900)
- Thorn v. Amalgamated Transit Union, 305 F.3d 826, 833 (8th Cir.)
- Percherski v. Gen. Motors Corp., 636 F.2d 1156, 1161 (8th Cir.)
- Bradley v. Md. Cas. Co., 382 F.2d 415, 419 (8th Cir.)
- Glover v. State Farm Fire & Cas. Co., 984 F.2d 259, 261 (8th Cir.)
- Roughton v. State Farm Fire & Cas. Co., No. 20-CV-00238-W-SRB, 2020 WL 4283921, at *2-3 (W.D. Mo. July 27, 2020)
- Reed v. ASSURANT, INC., No. 13-01183-CV-W-GAF, 2014 WL 12607826, at *3 (W.D. Mo. Feb. 6, 2014)

- Filla v. Norfolk S. Ry. Co., 336 F.3d 806, 810-11 (8th Cir.)
- Couzens v. Donohue, 854 F.3d 508, 513 (8th Cir.)
- Junk v. Terminix Int'l Co., 628 F.3d 439, 445 (8th Cir.)
- Kendall v. N. Assur. Co. of Am., No. 09-0539-CV-W-GAF, 2009 WL 2632757, at *2 (W.D. Mo. Aug. 25, 2009)
- Palmer v. Nash, No. 4:25-CV-392-ZMB, 2025 WL 2959226, at *4 (E.D. Mo. Oct. 20, 2025)

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