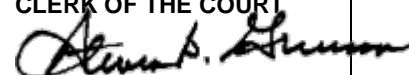


James E. Shapiro, Esq.
Nevada Bar No. 7907
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Aimee M. Cannon, Esq.
Nevada Bar No. 11780
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SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for SHAWN BIDSAL

Electronically Filed
1/9/2020 11:26 AM
Steven D. Grierson
CLERK OF THE COURT



Electronically Filed
Jan 17 2020 09:36 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA, PROPERTIES, LLC, a California limited
liability company,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. A-19-795188-P
Dept. No. 31

NOTICE OF APPEAL

Notice is hereby given that Respondent SHAWN BIDSAL hereby appeal to the Supreme
Court of Nevada from the following:

1) The District Court's Order Granting Petition for Confirmation of Arbitration Award
and Entry of Judgment and Denying Respondent's Opposition and Countermotion to Vacate the
Arbitrator's Award, entered on December 16, 2019.

2) All other orders and rulings made appealable from the foregoing.

Dated this 9th day of January, 2020.

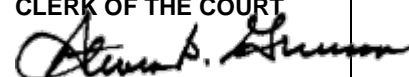
SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 9th day of January, 2020, I served a true and correct copy of the foregoing **NOTICE OF APPEAL**, by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer Bidwell
An employee of Smith & Shapiro, PLLC



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
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SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA, PROPERTIES, LLC, a California limited
liability company,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. A-19-795188-P
Dept. No. 31

CASE APPEAL STATEMENT

1. Name of appellants filing this case appeal statement: Respondent SHAWN
BIDSAL.

2. Identify the judge issuing the decision, judgment, or order appealed from: The
Honorable JOANNA S. KISHNER, Dept. No. 31.

3. Identify each appellant and the name and address of counsel for each appellant:

Appellant: SHAWN BIDSAL

Appellant's counsel: JAMES E. SHAPIRO, ESQ.
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074.

**4. Identify each respondent and the name and address of respondent counsel, if
known, for each respondent (if the name of a respondent's appellate counsel is unknown,
indicate as much and provide the name and address of that cross-respondent's trial counsel):**

\\

Respondent: CLA, PROPERTIES, LLC,
a California limited liability company,

Respondent's appellate counsel: Unknown

Respondent's trial counsel: LOUIS E. GARFINKEL, ESQ.
LEVINE & GARFINKEL
1671 W. Horizon Ridge Pkwy., Suite 230
Henderson, NV 89012

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission): N/A.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court: retained counsel.

7. Indicate whether respondent is represented by appointed or retained counsel on appeal: retained counsel.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave: N/A.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed): May 21, 2019.

10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court: The underlying dispute revolves around the attempted break-up of a limited liability company, Green Valley Commerce, LLC ("Green Valley"), by its members, under the buy-sell provisions of Green Valley's operating agreement (the "OPAG"). On September 26, 2017, Respondent, CLA, PROPERTIES, LLC ("CLAP"), filed a Demand for Arbitration, which ultimately resulted in a Final Award being entered on April 5, 2019, in JAMS Arbitration No. 1260004569 (the "Arbitration Award"). On April 9, 2019, Appellant SHAWN BIDSAL ("Bidsal") filed a Motion to Vacate Arbitration Award in the United States District Court for the District of Nevada (the "Federal Case"). The Federal Case was dismissed for lack of subject matter jurisdiction on June 24, 2019. On May 21, 2019, CLAP filed a Petition for Confirmation of Arbitration Award and Entry of Judgment

1 in the Eighth Judicial District Court, in and for, Clark County, Nevada. On July 15, 2019, Bidsal filed
2 his Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and
3 Counterpetition to Vacate Arbitration Award. On December 6, 2019, the district court entered its
4 Order Granting Petition for Conformation of Arbitration Award and Entry of Judgment and Denying
5 Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award (the "District Court's
6 Order"), wherein the district court upheld and confirmed the Arbitration Award. The Notice of Entry
7 of the District Court's Order was filed December 16, 2019. Appellant Bidsal is appealing the District
8 Court's Order.

9 **11. Indicate whether the case has previously been the subject of an appeal to or**
10 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**
11 **number of the prior proceeding:** This case has *not* previously been the subject of an appeal to or
12 original writ proceedings in the Supreme Court.

13 **12. Indicate whether this appeal involves child custody or visitation:** This case does *not*
14 involve child custody or visitation.

15 **13. If this is a civil case, indicate whether this appeal involves the possibility of**
16 **settlement:** This is a civil case and settlement is possible.

17 Dated this 9th day of January, 2020.

18 SMITH & SHAPIRO, PLLC

19
20 /s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 9th day of January, 2020, I served a true and correct copy of the foregoing **CASE APPEAL STATEMENT**, by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer Bidwell
An employee of Smith & Shapiro, PLLC

CASE SUMMARY**CASE NO. A-19-795188-P****In the Matter of the Petition of
CLA Properties LLC**§
§
§
§
§Location: **Department 31**
Judicial Officer: **Kishner, Joanna S.**
Filed on: **05/21/2019**
Case Number History:
Cross-Reference Case Number: **A795188****CASE INFORMATION****Statistical Closures**

12/30/2019 Judgment on Arbitration

Case Type: **Other Civil Filings (Petition)**Case Status: **12/30/2019 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**Case Number A-19-795188-P
Court Department 31
Date Assigned 05/28/2019
Judicial Officer Kishner, Joanna S.**PARTY INFORMATION****Petitioner****CLA Properties LLC***Lead Attorneys***Garfinkel, Louis E.**
Retained
702-673-1612(W)**Levine & Garfinkel**Removed: 05/22/2019
Data Entry Error**Respondent****Bidsal, Shawn****Shapiro, James E.**
Retained
702-318-5033(W)**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

05/21/2019



Petition for Confirmation

Filed by: Petitioner CLA Properties LLC

Petition for Confirmation of Arbitration Award and Entry of Judgment

05/21/2019



Initial Appearance Fee Disclosure

Filed By: Petitioner CLA Properties LLC

Initial Appearance Fee

05/21/2019



Summons Electronically Issued - Service Pending

Party: Petitioner Levine & Garfinkel

Summons

05/22/2019



Clerk's Notice of Hearing

Notice of Hearing

05/28/2019



Affidavit of Service

Filed By: Petitioner CLA Properties LLC

CASE SUMMARY

CASE NO. A-19-795188-P

Affidavit of Service (Shawn Bidsal)

05/28/2019



Peremptory Challenge

Filed by: Respondent Bidsal, Shawn

Peremptory Challenge of Judge

05/28/2019



Notice of Department Reassignment

Notice of Department Reassignment

06/20/2019



Stipulation and Order

Filed by: Respondent Bidsal, Shawn

Stipulation and Order to Stay Proceedings

06/21/2019



Notice of Entry of Stipulation and Order

Filed By: Respondent Bidsal, Shawn

Notice of Entry of Stipulation and Order to Stay Proceedings

06/25/2019



Notice of Entry of Order

Filed By: Petitioner CLA Properties LLC

Notice of Entry of Order Granting Motion to Dismiss and Entry of Judgment

07/15/2019



Opposition

Filed By: Respondent Bidsal, Shawn

Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 1

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 2

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 3 - Part 1

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 3 - Part 2

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 4

07/15/2019



Appendix

Filed By: Respondent Bidsal, Shawn

Appendix - Part 5

08/05/2019















Memorandum of Points and Authorities

Filed By: Petitioner CLA Properties LLC









CLA's Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award

CASE SUMMARY
CASE NO. A-19-795188-P

08/05/2019	 Appendix Filed By: Petitioner CLA Properties LLC <i>Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award</i>
08/05/2019	 Exhibits <i>Appendix of Exhibits Part 1</i>
08/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Appendix of Exhibits Part 2</i>
08/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Appendix of Exhibits Part 3</i>
08/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Appendix of Exhibits Part 4</i>
08/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Appendix of Exhibits Part 5</i>
08/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Appendix of Exhibits Part 6</i>
08/26/2019	 Reply to Opposition Filed by: Respondent Bidsal, Shawn <i>Reply to CLA's Memorandum of Points and Authorities in Opposition to Counterpetition to Vacate Arbitration Award</i>
08/26/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Volume 6</i>
09/05/2019	 Exhibits Filed By: Petitioner CLA Properties LLC <i>Supplemental Exhibit to Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award</i>
10/22/2019	 Miscellaneous Filing <i>Left Side Filing</i>
10/22/2019	 Recorders Transcript of Hearing <i>Transcript: All Pending Motions 9/10/19</i>
12/06/2019	 Order Granting Filed By: Petitioner CLA Properties LLC <i>Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitration Award</i>

CASE SUMMARY


CASE NO. A-19-795188-P

12/16/2019	 Notice of Entry of Order Filed By: Petitioner CLA Properties LLC <i>Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award</i>
12/30/2019	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
01/03/2020	 Motion for Attorney Fees and Costs Filed By: Petitioner CLA Properties LLC <i>Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs</i>
01/03/2020	 Affidavit in Support of Attorney Fees Filed By: Petitioner CLA Properties LLC <i>Affidavit of Rodney T. Lewin, Esq., in Support of CLA Properties, LLC's Motion for Attorney's Fees and Costs</i>
01/03/2020	 Affidavit in Support of Attorney Fees Filed By: Petitioner CLA Properties LLC <i>Affidavit of Louis E. Garfinkel, Esq. in Support of CLA Properties, LLC's Motion for Attorney's Fees and Costs</i>
01/03/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/09/2020	 Notice of Appeal Filed By: Respondent Bidsal, Shawn <i>Notice of Appeal</i>
01/09/2020	 Case Appeal Statement <i>Case Appeal Statement</i>



DISPOSITIONS

12/06/2019	Judgment Upon Arbitration Award (Judicial Officer: Kishner, Joanna S.) Debtors: Shawn Bidsal (Respondent) Creditors: CLA Properties LLC (Petitioner) Judgment: 12/06/2019, Docketed: 12/06/2019 Total Judgment: 298,256.00
------------	---

HEARINGS

09/10/2019	Petition (9:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>Petition for Confirmation of Arbitration Award and Entry of Judgment</i> Pursuant to faxed request from counsel Off Calendar;
09/10/2019	Opposition and Countermotion (9:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award</i> Pursuant to faxed request from counsel Off Calendar;
09/10/2019	 All Pending Motions (9:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>All Pending Motions (9/10/2019)</i> Matter Heard;

CASE SUMMARY**CASE NO. A-19-795188-P**

	<p>Journal Entry Details:</p> <p><i>PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD</i> Court noted non-compliance with EDCR 2.20 (g) and EDCR 7.26 having occurred by counsel, due to courtesy copies of pleadings not having been provided by counsel to the Court, as required. Mr. Garfinkel acknowledged the non-compliance; and apologized to the Court for not providing courtesy copies in a timely manner. Court reminded the parties everybody needs to comply with the rules. Statements by counsel as to the conversation made to the law clerk by himself regarding his experience and views on courtesy copy requirements, prior to today's hearing. Court provided an analysis on the rules and requirements. Mr. Garfinkel requested to continue the hearing, to provide exhibits to the Court, and to set a new date on the matter; and argued in support of relief requested. Mr. Garfinkel apologized to opposing counsel for having him come down for the hearing today. Mr. Shapiro made no objection. Discussions as to this matter having been heavily litigated at arbitration. Matter OFF CALENDAR, as parties agreed to not proceed forward today with the hearing, and will get a new date to have the matter set on calendar. Counsel for Petitioner to provide exhibits to the Court within 5 days before such scheduled hearing.;</p>
11/12/2019	<p>Petition (1:00 PM) (Judicial Officer: Kishner, Joanna S.)</p> <p><i>Petition for Confirmation of Arbitration Award and Entry of Judgment</i></p> <p>Granted;</p>
11/12/2019	<p>Opposition and Countermotion (1:00 PM) (Judicial Officer: Kishner, Joanna S.)</p> <p><i>Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award</i></p> <p>Denied;</p>
11/12/2019	<p> All Pending Motions (1:00 PM) (Judicial Officer: Kishner, Joanna S.)</p> <p><i>All Pending Motions (11/12/19)</i></p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD</i> Matter fully briefed. Extensive arguments were made by counsel. Upon Court's inquiry, both sides confirmed this Court has jurisdiction. COURT ORDERED, matter SET for status check in Chambers for written decision to issue. 11/15/19 STATUS CHECK: DECISION (CHAMBERS);</p>
12/06/2019	<p> Decision (3:00 AM) (Judicial Officer: Kishner, Joanna S.)</p> <p>For Decision</p> <p>Decision Made;</p> <p>Journal Entry Details:</p> <p><i>Decision filed and served separately.;</i></p>
02/04/2020	<p>Motion for Attorney Fees and Costs (10:00 AM) (Judicial Officer: Kishner, Joanna S.)</p> <p><i>Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs</i></p>
DATE	FINANCIAL INFORMATION

Petitioner Levine & Garfinkel

Total Charges 270.00

Total Payments and Credits 270.00

Balance Due as of 1/13/2020 0.00**Respondent** Bidsal, Shawn

Total Charges 477.50

Total Payments and Credits 477.50

Balance Due as of 1/13/2020 0.00

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
 Case No. _____
(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): CLA PROPERTIES LLC, a limited liability company.	Defendant(s) (name/address/phone): SHAWN BIDSAL, an individual.
Attorney (name/address/phone): Louis E. Garfinkel, Esq. (NV Bar #3416) LEVINE & GARFINKEL 1671 W. Horizon Ridge Pkwy, Suite 230, Henderson, NV 89012 T: (702) 673-1612 / F: (702) 735-2198 / E: lgarfinkel@lgealaw.com	Attorney (name/address/phone): _____ _____ _____

CASE NO: A-19-795188-P
 Department 27

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input checked="" type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

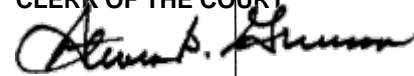
Business Court filings should be filed using the Business Court civil coversheet.

May 21, 2019

Date

Signature of initiating party or representative

See other side for family-related case filings.



1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4
5
6 **IN THE MATTER OF THE PETITION OF**
7 **CLA PROPERTIES LLC**

Case No.: A-19-795188-P
Dept. No.: XXXI

8 **ORDER GRANTING PETITION FOR**
9 **CONFIRMATION OF ARBITRATION**
10 **AWARD AND ENTRY OF JUDGMENT**
11 **AND DENYING RESPONDENT'S**
12 **OPPOSITION AND**
13 **COUNTERPETITION TO VACATE**
14 **THE ARBITRATOR'S AWARD**

15 This matter came on for hearing for Petitioner's Confirmation of Arbitration Award
16 and Entry of Judgement and Respondent's Opposition to CLA's Petition for
17 Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to
18 Vacate Arbitration Award, on November 12, 2019. Present at the hearing was, Louis E.
19 Garfinkel Esq. for Petitioner; and James E. Shapiro, Esq. for Respondent. Respondent
20 Shawn Bidsal was also present.

21 The issues before the Court were whether the Award in favor of Petitioner should
22 be upheld or whether the Arbitrator erroneously interpreted Section 4.2 of the Green
23 Valley Operating Agreement and thus the Award should be vacated.

24 **I. PROCEDURAL AND FACTUAL BACKGROUND**

25 CLA Properties, LLC (Petitioner or CLA) and Shawn Bidsal (Respondent or Mr.
26 Bidsal) were the sole members of Green Valley, LLC (Green Valley), a Nevada limited
27

1 liability company, which owns and manages real property in Las Vegas, Nevada. CLA
2 Properties, LLC is solely owned by its principal Benjamin Golshani (Mr. Golshani).
3 Petitioner and Respondent each owned a 50% membership interest in Green Valley.

4 It is undisputed that Mr. Golshani on behalf of CLA, along with Respondent
5 executed an Operating Agreement for Green Valley (Operating Agreement) on June 15,
6 2011. Section 4 of Article 5 (Section 4) of the Operating Agreement contained
7 provisions regarding how the membership interest of one member could be purchased
8 and/or sold to the other member. The Operating Agreement allows members to initiate
9 the purchase or sale of one member's interest by the other. These provisions were
10 drafted by third party attorney, David LeGrand, and then were modifications made.
11 More specifically, Section 4 allowed the offering member to buy out the remaining
12 member at a price based upon a valuation of the fair market value of Green Valley. It is
13 then that the remaining member is given the option to buy or sell pursuant to the
14 valuation or demand an appraisal.
15

16
17 Section 4 of Article V commences on page 10 and the relevant
18 portions read as follows:
19

20 **Section 4. Purchase or Sell Right among Members.**

21 In the event that a Member is willing to purchase the Remaining
22 Member's Interest in the Company then the procedures and terms
23 of Section 4.2. shall apply.

24 **Section 4.1 Definitions.**

25 Offering Member means the member who offers to purchase the
26 membership Interest(s) of the Remaining Member(s). "Remaining
27 members" means the Members who received an offer (from
28 Offering Member) to sell their shares.

"COP" means the cost of purchase" as it is specified in the
escrow closing statement at the time of purchase of each
property owned by the Company.

1 "Seller" means the Member that accepts the offer to sell his or its
2 Membership Interest.

3 "FMV" means "fair market value" obtained as specified in section
4.2

4 **Section 4.2 Purchase or Sell Procedure.**

5 Any Member ("Offering Member") may give notice to the
6 Remaining Member(s) that he or it is ready, willing and able to
7 purchase the Remaining Members' Interests for a
8 price the Offering Member thinks is the fair market value. The
9 terms to be all cash and close escrow within 30 days of the
10 acceptance.

11 If the offered price is not acceptable to the Remaining Member(s),
12 within 30 days of receiving the offer, the Remaining Members (or
13 any of them) can request to establish FMV based on the following
14 procedure. The Remaining Member(s) must provide the Offering
15 Member the complete information of 2 MIA appraisers. The Offering
16 Member must pick one of the appraiser to appraise the property
17 and furnish a copy to all Members. The Offering Member also must
18 provide the Remaining Member with the complete information of 2
19 MIA approved appraiser. The Remaining Member must pick one of
20 the appraiser to appraise the property and furnish a copy to all
21 Members. The medium of these 2 appraisals constitute the fair
22 market value of the property which is called (FMV).

23 The Offering Member has the option to offer to purchase the
24 Remaining Member's share at FMV as determined by Section
25 4.2, based on the following formula.

26 $(FMV - COP) \times 0.5$ plus capital contribution of the Remaining
27 Member(s) at the time of purchasing the property minus prorated
28 liabilities.

29 The Remaining Member(s) shall have 30 days within which to
30 respond in writing to the Offering Member by either

- 31 (i) Accepting the Offering Member's purchase offer, or.
32 (ii) Rejecting the purchase offer and making a counteroffer to
33 purchase the interest of the Offering Member based upon the
34 same fair market value (FMV) according to the following
35 formula....

36 On July 7, 2017, Respondent sent Petitioner a written offer to buy Petitioner's
37 50% membership interest based on an estimate valuation of \$5 million. On August 3,
38 2017, Petitioner instead elected to buy Respondent's 50% membership interest based
39 on the \$5 million valuation and without an appraisal. On August 7, 2019, Respondent

1 refused to sell his interest to Petitioner and instead stated that he had a right to have a
2 fair market value appraisal of his membership interest. The parties disputed whether
3 the Operating Agreement provided that Respondent had a right to seek a fair market
4 valuation of his interest or whether the Agreement provided that Respondent had to sell
5 his share at the \$5 million dollar price.
6

7 On May 8, 2018 through May 9, 2018, the parties arbitrated the dispute in Las
8 Vegas, Nevada, pursuant to Article III, Section 14.1 of the Operating Agreement.

9 Article III, Section 14.1 of the Operating Agreement of Green Valley is entitled
10 "Dispute Resolution" and contains an arbitration provision whereby the parties agreed
11 the dispute would be resolved exclusively by arbitration. Section 14.1 states in
12 pertinent part:
13

14 The representative shall promptly meet in good faith effort
15 to resolve the dispute.

16 If the representatives do not agree upon a decision within
17 thirty (30) calendar days after reference of the matter to
18 them, any controversy, dispute or claim arising out of or
19 relating in any way to this Agreement or the transaction
20 arising hereunder shall be settled exclusively by arbitration
21 in the City of Las Vegas, Nevada. Such arbitration shall be
22 administered by JAMS in accordance with its then
23 prevailing expedited rules, by one independent and impartial
24 arbitrator selected in accordance with such rules. The
25 arbitration shall be governed by the United States
26 Arbitration Act, 9 U.S.C. § 1, *et seq.* . . . The award
27 rendered by the arbitrator shall be final and not subject
28 to judicial review and judgment thereon may be entered in
any court of competent jurisdiction. The decision of the
arbitrator shall be in writing and shall set forth findings of
fact and conclusions of law to the extent applicable.

See, Exhibit "2", pp. 7-8

1 Arbitrator Stephen E. Haberfeld (Arbitrator) was appointed in JAMS Arbitration
2 Number 1260004569. On April 5, 2019, the Arbitrator entered the Award in favor of
3 Petitioner and ordered Respondent to transfer his 50% membership interest in Green
4 Valley to Petitioner, free and clear of all liens and encumbrances. Further, the Award
5 ordered the transfer by sale at a price computed at \$5 million, in accordance with
6 Section 4. Lastly, the Award granted Petitioner \$298,256.00 plus attorneys' fees and
7 costs. Conversely, Respondent was awarded nothing on the counterclaim.
8

9 On May 21, 2019, Petitioner filed the Petition for Confirmation of Arbitration
10 Award and Entry of Judgment, which asserted that Respondent failed to comply with the
11 Arbitrator's Award. On July 15, 2019, Respondent filed an Opposition to CLA's Petition
12 for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to
13 Vacate Arbitration Award.
14

15 Petitioner argued that Respondent is required to transfer his fifty (50%) percent
16 Membership Interest in Green Valley Commerce, LLC (Green Valley), free and clear of
17 all liens and encumbrances, to CLA Properties, LLC. Petitioner further argued the price
18 is specifically to be computed pursuant to Section 4.2 of the Operating Agreement, and
19 with the Fair Market Value portion of the formula fixed as five million dollars. Petitioner
20 contends that the ruling of the Arbitrator both as to the sale price and the attorney fees
21 awarded is correct and should be affirmed.
22

23 Respondent argued the Court should vacate the Award because the Arbitrator
24 interpreted Section 4.2 of the Operating Agreement as a "forced buy-sell" agreement.
25 Further, Respondent disagrees with the Arbitrator's findings that the subject contract
26 provision was drafted by Respondent, rather than third-party, David LeGrand. Lastly,
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28

1 Respondent contends the Arbitrator exceeded his authority by ignoring the plain
2 language definition of "FMV" (fair market value), as stated in the Operating Agreement.

3 The parties also litigated this matter in Federal Court. On April 9, 2019,
4 Respondent filed a Motion to Vacate an Arbitration Award in United States District
5 Court, District of Nevada. On April 25, 2019, Petitioner filed a Motion to Dismiss for
6 Lack of Subject Matter Jurisdiction. On June 24, 2019, the United States District Court,
7 District of Nevada, granted Petitioner's Motion to Dismiss because the case did not
8 present a federal question. Petitioner filed the present action with the Court.
9
10

11 II. ANALYSIS

12 At the November 12, 2019 hearing, the parties agreed that this Court has
13 jurisdiction to review the Arbitrator's Award pursuant to Nevada Revised Statute
14 38.244(2). Moreover, the parties agreed the Court's decision to vacate the Award is
15 properly governed by United States Arbitration Act, 9 U.S.C. § 9. Respondent also
16 analyzed the Motions pursuant to Nevada Revised Statute 38. The parties further
17 agreed that regardless if the Court utilized the federal or state standard, the result would
18 be the same. The dispute is whether the Court should affirm or vacate the Arbitrator's
19 award.
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21

22 Having reviewed the papers and pleadings on file herein, including, but not
23 limited to, exhibits and affidavits; having heard oral arguments of the parties in excess
24 of ninety minutes, the Court finds that the Arbitration award should be affirmed. The
25 language of the Operating Agreement supports the decision of Arbitrator Haberfeld. (Ex.
26 MM, App 1088). The Court finds that Arbitrator Haberfeld's analysis that the offering
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1 member does not have a right to an appraisal in the instant scenario is supported by the
2 language of the Operating Agreement and the testimony of the witnesses including that
3 of David LeGrand as well as the other evidence presented.

4 Although Respondent contends that the Arbitrator interpreted Section 4.2 of the
5 Operating Agreement as a “forced buy-sell” agreement, the decision sets forth that the
6 labeling of the Agreement was not the controlling factor, but instead it was the language
7 of the Agreement as supported by the evidence presented at the Arbitration. The fact
8 that the final provision in the Agreement was not the same language initially drafted by
9 Mr. LeGrand has not been shown by Respondent to merit setting aside the Arbitrator’s
10 findings under either the federal or state standards. Further, the Arbitrator said that his
11 decision would be the same, even if Mr. Golshani had been the draftsman. See, e.g.,
12 17 of Ex. MM pg 9, APP 1088 at 1097. Thus, whether both parties modified the
13 language in some respect or if Respondent’s position is adopted that it was only Mr.
14 Golshani, the outcome is the same—there was not sufficient evidence that the
15 Arbitrator’s decision should be vacated based on his interpretation of who drafted
16 the provision.

17 Further, while Respondent contends the Arbitrator exceeded his authority by
18 ignoring the plain language definition of “FMV” (fair market value), as stated in the
19 Operating Agreement, there is insufficient support or evidence to support that
20 contention. Instead, Arbitrator’s Haberfeld’s decision clearly articulates the evidence he
21 relied on in making his decision and he supported that decision to the extent necessary
22 to have it affirmed both under state and federal law. While Respondent disagrees with
23 the decision, he has not established pursuant to the plethora of case law cited in both
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1 party's briefs, that his disagreement merits vacating the award. Moreover, to the extent
2 his decision was not as timely as the parties would have wished has not been shown to
3 invalidate the decision. Accordingly, as Petitioner has met its burden to have the award
4 affirmed and Respondent has not met his burden to vacate the award. Thus, the Court
5 must affirm the Arbitrator's award in its entirety.
6

7 ORDER

8
9 IT IS **HEREBY ORDERED, ADJUDGED, and DECREED** that pursuant to the
10 Operating Agreement, 9 U.S.C. § 9 and Nevada Revised Statute 38.244(2),
11 Petitioner's Confirmation of Arbitration Award and Entry of Judgement is GRANTED.
12 Accordingly, the Court ORDERS Judgment in favor of Petitioner CLA Properties, LLC
13 and against Respondent Shawn Bidsal in accordance with the Award, confirming that
14 Bidsal shall take nothing by his Counterclaim and ordering Bidsal to:
15

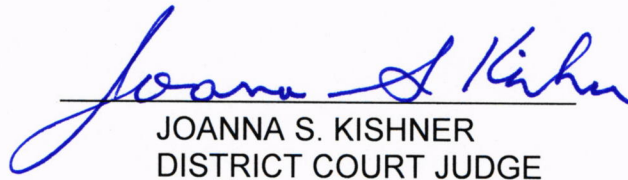
16 A. Within fourteen (14) days of the Judgment, (A) transfer his fifty percent
17 (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free
18 and clear of all liens and encumbrances, to CLA Properties, LLC, at a price
19 computed in accordance with the contractual formula set forth in Section 4.2 of
20 the Green Valley Operating Agreement, with the "FMV" portion of the formula
21 fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B)
22 execute any and all documents necessary to effectuate such sale and transfer.
23

24 B. Pay CLA as the prevailing party on the merits of the Arbitration
25 Claim, the sum awarded by the Arbitrator. Specifically, CLA shall recover from
26 Bidsal the sum and amount of \$298,256.00 plus interest from April 5, 2019 at the
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1 legal rate, and as and for contractual attorneys' fees and costs reasonably
2 incurred in connection with the Arbitration.

3
4 **IT IS FURTHER ORDERED ADJUDGED, and DECREED** that Respondent's
5 Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of
6 Judgment and Counterpetition to Vacate Arbitration Award is DENIED.¹
7

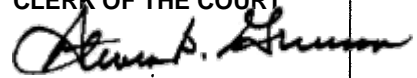
8 Dated this 5th day of December, 2019.
9

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12 JOANNA S. KISHNER
13 DISTRICT COURT JUDGE
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27 ¹ Any request for fees and/or costs for the present action before the state District Court is not presently
28 before the Court and thus, if any request were to be made it would need to be by separate Motion.

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TRACY CORDOBA
JUDICIAL EXECUTIVE ASSISTANT



1 **NEOJ**

2 Louis E. Garfinkel, Esq.

3 Nevada Bar No. 3416

4 LEVINE GARFINKEL & ECKERSLEY

5 1671 W. Horizon Ridge Pkwy, Suite 230

6 Henderson, NV 89012

7 Tel: (702) 673-1612

8 Fax: (702) 735-0198

9 Email: lgarfinkel@lgealaw.com

10 *Attorneys for Petitioner CLA Properties LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 CLA PROPERTIES LLC, a limited liability
14 company,

15 Petitioner,

16 vs.

17 SHAWN BIDSAL, an individual,

18 Respondent.

Case No.: A-19-795188-P

Dept.: 31

**NOTICE OF ENTRY OF ORDER
GRANTING PETITION FOR
CONFIRMATION OF ARBITRATION
AWARD AND ENTRY OF
JUDGMENT AND DENYING
RESPONDENT'S OPPOSITION AND
COUNTERPETITION TO VACATE
THE ARBITRATOR'S AWARD**

19 PLEASE TAKE NOTICE that on December 6, 2019, the Court entered its Order Granting
20 Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's

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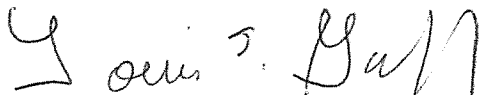
28 ///

1 Opposition and Counter-petition to Vacate the Arbitrator's Award, a copy of which is attached as Exhibit
2 "1."

3 Dated this 16th day of December, 2019

4
5 LEVINE & GARFINKEL

6
7 By:


Louis E. Garfinkel, Esq. (Nevada Bar No. 3416)
1671 W. Horizon Ridge Pkwy, Suite 230
Henderson, NV 89012
Tel: (702) 673-1612 / Fax: (702) 735-0198
Email: lgarfinkel@lgealaw.com
Attorneys for Petitioner CLA Properties LLC

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee
3 of LEVINE & GARFINKEL, and that on the 16th day of December, 2019, I caused the
4 foregoing **NOTICE OF ENTRY OF ORDER GRANTING PETITION FOR**
5 **CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND**
6 **DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION TO VACATE**
7 **THE ARBITRATOR'S AWARD** to be served as follows:

8
9 ☐ by placing a true and correct copy of the same to be deposited for mailing in the US Mail
10 at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully
11 prepaid; and/or

12 ☐ by hand delivery to the parties listed below; and/or

13 ☒ pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic
14 service to:

15
16 James E. Shapiro, Esq.
Nevada Bar No. 7907
17 Aimee M. Cannon, Esq.
Nevada Bar No. 11780
18 Smith & Shapiro, PLLC
3333 E. Serene Ave, Suite 130
19 Henderson, NV 89074
20 T: (702) 318-5033/F: (702) 318-5034
Email: jshapiro@smithshapiro.com
21 acannon@smithshapiro.com
22 *Attorneys for Respondent Shawn Bidsal*


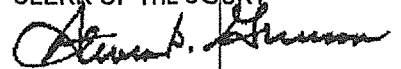
23
24 
25 _____
Melanie Bruner, an Employee of
26 LEVINE & GARFINKEL
27
28

EXHIBIT “1”

EXHIBIT “1”



1 ORDR

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4
5
6 IN THE MATTER OF THE PETITION OF
7 CLA PROPERTIES LLC

Case No.: A-19-795188-P
Dept. No.: XXXI

8 ORDER GRANTING PETITION FOR
9 CONFIRMATION OF ARBITRATION
10 AWARD AND ENTRY OF JUDGMENT
11 AND DENYING RESPONDENT'S
12 OPPOSITION AND
13 COUNTERPETITION TO VACATE
14 THE ARBITRATOR'S AWARD

15 This matter came on for hearing for Petitioner's Confirmation of Arbitration Award
16 and Entry of Judgement and Respondent's Opposition to CLA's Petition for
17 Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to
18 Vacate Arbitration Award, on November 12, 2019. Present at the hearing was, Louis E.
19 Garfinkel Esq. for Petitioner; and James E. Shapiro, Esq. for Respondent. Respondent
20 Shawn Bidsal was also present.

21 The issues before the Court were whether the Award in favor of Petitioner should
22 be upheld or whether the Arbitrator erroneously interpreted Section 4.2 of the Green
23 Valley Operating Agreement and thus the Award should be vacated.

24 I. PROCEDURAL AND FACTUAL BACKGROUND

25 CLA Properties, LLC (Petitioner or CLA) and Shawn Bidsal (Respondent or Mr.
26 Bidsal) were the sole members of Green Valley, LLC (Green Valley), a Nevada limited
27

1 liability company, which owns and manages real property in Las Vegas, Nevada. CLA
2 Properties, LLC is solely owned by its principal Benjamin Golshani (Mr. Golshani).
3 Petitioner and Respondent each owned a 50% membership interest in Green Valley.

4 It is undisputed that Mr. Golshani on behalf of CLA, along with Respondent
5 executed an Operating Agreement for Green Valley (Operating Agreement) on June 15,
6 2011. Section 4 of Article 5 (Section 4) of the Operating Agreement contained
7 provisions regarding how the membership interest of one member could be purchased
8 and/or sold to the other member. The Operating Agreement allows members to initiate
9 the purchase or sale of one member's interest by the other. These provisions were
10 drafted by third party attorney, David LeGrand, and then were modifications made.
11 More specifically, Section 4 allowed the offering member to buy out the remaining
12 member at a price based upon a valuation of the fair market value of Green Valley. It is
13 then that the remaining member is given the option to buy or sell pursuant to the
14 valuation or demand an appraisal.
15

16
17 Section 4 of Article V commences on page 10 and the relevant
18 portions read as follows:
19

20 **Section 4. Purchase or Sell Right among Members.**

21 In the event that a Member is willing to purchase the Remaining
22 Member's Interest in the Company then the procedures and terms
23 of Section 4.2. shall apply.

24 **Section 4.1 Definitions.**

25 Offering Member means the member who offers to purchase the
26 membership Interest(s) of the Remaining Member(s). "Remaining
27 members" means the Members who received an offer (from
28 Offering Member) to sell their shares.

"COP" means the cost of purchase" as it is specified in the
escrow closing statement at the time of purchase of each
property owned by the Company.

1 "Seller" means the Member that accepts the offer to sell his or its
2 Membership Interest.

3 "FMV" means "fair market value" obtained as specified in section
4.2

4 **Section 4.2 Purchase or Sell Procedure.**

5 Any Member ("Offering Member") may give notice to the
6 Remaining Member(s) that he or it is ready, willing and able to
7 purchase the Remaining Members' Interests for a
8 price the Offering Member thinks is the fair market value. The
9 terms to be all cash and close escrow within 30 days of the
10 acceptance.

11 If the offered price is not acceptable to the Remaining Member(s),
12 within 30 days of receiving the offer, the Remaining Members (or
13 any of them) can request to establish FMV based on the following
14 procedure. The Remaining Member(s) must provide the Offering
15 Member the complete information of 2 MIA appraisers. The Offering
16 Member must pick one of the appraiser to appraise the property
17 and furnish a copy to all Members. The Offering Member also must
18 provide the Remaining Member with the complete information of 2
19 MIA approved appraiser. The Remaining Member must pick one of
20 the appraiser to appraise the property and furnish a copy to all
21 Members. The medium of these 2 appraisals constitute the fair
22 market value of the property which is called (FMV).

23 The Offering Member has the option to offer to purchase the
24 Remaining Member's share at FMV as determined by Section
25 4.2, based on the following formula.

26 (FMV- COP) x 0.5 plus capital contribution of the Remaining
27 Member(s) at the time of purchasing the property minus prorated
28 liabilities.

29 The Remaining Member(s) shall have 30 days within which to
30 respond in writing to the Offering Member by either

- 31 (i) Accepting the Offering Member's purchase offer, or.
32 (ii) Rejecting the purchase offer and making a counteroffer to
33 purchase the interest of the Offering Member based upon the
34 same fair market value (FMV) according to the following
35 formula....

36 On July 7, 2017, Respondent sent Petitioner a written offer to buy Petitioner's
37 50% membership interest based on an estimate valuation of \$5 million. On August 3,
38 2017, Petitioner instead elected to buy Respondent's 50% membership interest based
39 on the \$5 million valuation and without an appraisal. On August 7, 2019, Respondent

1 refused to sell his interest to Petitioner and instead stated that he had a right to have a
2 fair market value appraisal of his membership interest. The parties disputed whether
3 the Operating Agreement provided that Respondent had a right to seek a fair market
4 valuation of his interest or whether the Agreement provided that Respondent had to sell
5 his share at the \$5 million dollar price.
6

7 On May 8, 2018 through May 9, 2018, the parties arbitrated the dispute in Las
8 Vegas, Nevada, pursuant to Article III, Section 14.1 of the Operating Agreement.

9 Article III, Section 14.1 of the Operating Agreement of Green Valley is entitled
10 "Dispute Resolution" and contains an arbitration provision whereby the parties agreed
11 the dispute would be resolved exclusively by arbitration. Section 14.1 states in
12 pertinent part:
13

14 The representative shall promptly meet in good faith effort
15 to resolve the dispute.

16 If the representatives do not agree upon a decision within
17 thirty (30) calendar days after reference of the matter to
18 them, any controversy, dispute or claim arising out of or
19 relating in any way to this Agreement or the transaction
20 arising hereunder shall be settled exclusively by arbitration
21 in the City of Las Vegas, Nevada. Such arbitration shall be
22 administered by JAMS in accordance with its then
23 prevailing expedited rules, by one independent and impartial
24 arbitrator selected in accordance with such rules. The
25 arbitration shall be governed by the United States
26 Arbitration Act, 9 U.S.C. § 1, *et seq.* . . . The award
27 rendered by the arbitrator shall be final and not subject
28 to judicial review and judgment thereon may be entered in
any court of competent jurisdiction. The decision of the
arbitrator shall be in writing and shall set forth findings of
fact and conclusions of law to the extent applicable.

See, Exhibit "2", pp. 7-8

1 Arbitrator Stephen E. Haberfeld (Arbitrator) was appointed in JAMS Arbitration
2 Number 1260004569. On April 5, 2019, the Arbitrator entered the Award in favor of
3 Petitioner and ordered Respondent to transfer his 50% membership interest in Green
4 Valley to Petitioner, free and clear of all liens and encumbrances. Further, the Award
5 ordered the transfer by sale at a price computed at \$5 million, in accordance with
6 Section 4. Lastly, the Award granted Petitioner \$298,256.00 plus attorneys' fees and
7 costs. Conversely, Respondent was awarded nothing on the counterclaim.
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10 Award and Entry of Judgment, which asserted that Respondent failed to comply with the
11 Arbitrator's Award. On July 15, 2019, Respondent filed an Opposition to CLA's Petition
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14

15 Petitioner argued that Respondent is required to transfer his fifty (50%) percent
16 Membership Interest in Green Valley Commerce, LLC (Green Valley), free and clear of
17 all liens and encumbrances, to CLA Properties, LLC. Petitioner further argued the price
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19 with the Fair Market Value portion of the formula fixed as five million dollars. Petitioner
20 contends that the ruling of the Arbitrator both as to the sale price and the attorney fees
21 awarded is correct and should be affirmed.
22

23 Respondent argued the Court should vacate the Award because the Arbitrator
24 interpreted Section 4.2 of the Operating Agreement as a "forced buy-sell" agreement.
25 Further, Respondent disagrees with the Arbitrator's findings that the subject contract
26 provision was drafted by Respondent, rather than third-party, David LeGrand. Lastly,
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11 II. ANALYSIS

12 At the November 12, 2019 hearing, the parties agreed that this Court has
13 jurisdiction to review the Arbitrator's Award pursuant to Nevada Revised Statute
14 38.244(2). Moreover, the parties agreed the Court's decision to vacate the Award is
15 properly governed by United States Arbitration Act, 9 U.S.C. § 9. Respondent also
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17 agreed that regardless if the Court utilized the federal or state standard, the result would
18 be the same. The dispute is whether the Court should affirm or vacate the Arbitrator's
19 award.
20
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22 Having reviewed the papers and pleadings on file herein, including, but not
23 limited to, exhibits and affidavits; having heard oral arguments of the parties in excess
24 of ninety minutes, the Court finds that the Arbitration award should be affirmed. The
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12 17 of Ex. MM pg 9, APP 1088 at 1097. Thus, whether both parties modified the
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14 Golshani, the outcome is the same—there was not sufficient evidence that the
15 Arbitrator's decision should be vacated based on his interpretation of who drafted
16 the provision.

17 Further, while Respondent contends the Arbitrator exceeded his authority by
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23 the decision, he has not established pursuant to the plethora of case law cited in both
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2 his decision was not as timely as the parties would have wished has not been shown to
3 invalidate the decision. Accordingly, as Petitioner has met its burden to have the award
4 affirmed and Respondent has not met his burden to vacate the award. Thus, the Court
5 must affirm the Arbitrator's award in its entirety.
6

7 ORDER

8
9 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that pursuant to the
10 Operating Agreement, 9 U.S.C. § 9 and Nevada Revised Statute 38.244(2),
11 Petitioner's Confirmation of Arbitration Award and Entry of Judgement is GRANTED.
12 Accordingly, the Court ORDERS Judgment in favor of Petitioner CLA Properties, LLC
13 and against Respondent Shawn Bidsal in accordance with the Award, confirming that
14 Bidsal shall take nothing by his Counterclaim and ordering Bidsal to:
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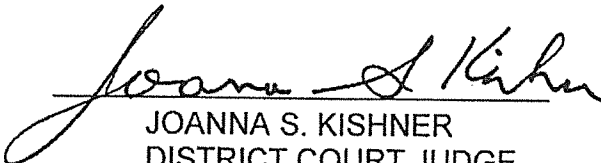
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18 and clear of all liens and encumbrances, to CLA Properties, LLC, at a price
19 computed in accordance with the contractual formula set forth in Section 4.2 of
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21 fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B)
22 execute any and all documents necessary to effectuate such sale and transfer.
23

24 B. Pay CLA as the prevailing party on the merits of the Arbitration
25 Claim, the sum awarded by the Arbitrator. Specifically, CLA shall recover from
26 Bidsal the sum and amount of \$298,256.00 plus interest from April 5, 2019 at the
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28

1 legal rate, and as and for contractual attorneys' fees and costs reasonably
2 incurred in connection with the Arbitration.
3

4 **IT IS FURTHER ORDERED ADJUDGED, and DECREED** that Respondent's
5 Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of
6 Judgment and Counterpetition to Vacate Arbitration Award is DENIED.¹
7

8 Dated this 5th day of December, 2019.
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12 JOANNA S. KISHNER
13 DISTRICT COURT JUDGE
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27 ¹ Any request for fees and/or costs for the present action before the state District Court is not presently
28 before the Court and thus, if any request were to be made it would need to be by separate Motion.

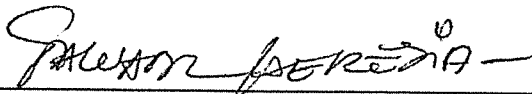
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below via one, or more, of the following manners: via email, via facsimile, via US mail, via Electronic Service if the Attorney/Party has signed up for Electronic Service, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

Louis E. Garfinkel, Esq.
1671 W. HORIZON RIDGE PKWY, STE. 230
HENDERSON, NV. 89031

James E. Shapiro, Esq.
2400 SAINT ROSE PKWY, STE. 220
HENDERSON, NV. 89074


for TRACY CORDOBA
JUDICIAL EXECUTIVE ASSISTANT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

September 10, 2019

A-19-795188-P In the Matter of the Petition of
CLA Properties LLC

September 10, 2019 9:00 AM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Susan Botzenhart

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT: Garfinkel, Louis E. Attorney
 Shapiro, James E. Attorney

JOURNAL ENTRIES

- PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD

Court noted non-compliance with EDCR 2.20 (g) and EDCR 7.26 having occurred by counsel, due to courtesy copies of pleadings not having been provided by counsel to the Court, as required. Mr. Garfinkel acknowledged the non-compliance; and apologized to the Court for not providing courtesy copies in a timely manner. Court reminded the parties everybody needs to comply with the rules. Statements by counsel as to the conversation made to the law clerk by himself regarding his experience and views on courtesy copy requirements, prior to today's hearing. Court provided an analysis on the rules and requirements. Mr. Garfinkel requested to continue the hearing, to provide exhibits to the Court, and to set a new date on the matter; and argued in support of relief requested. Mr. Garfinkel apologized to opposing counsel for having him come down for the hearing today. Mr. Shapiro made no objection. Discussions as to this matter having been heavily litigated at arbitration. Matter OFF CALENDAR, as parties agreed to not proceed forward today with the hearing, and will get a new date to have the matter set on calendar. Counsel for Petitioner to provide exhibits to the Court within 5 days before such scheduled hearing.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

November 12, 2019

A-19-795188-P In the Matter of the Petition of
CLA Properties LLC

November 12, 2019 1:00 PM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Susan Botzenhart

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT:	Bidsal, Shawn	Respondent
	Garfinkel, Louis E.	Attorney
	Shapiro, James E.	Attorney

JOURNAL ENTRIES

- PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD

Matter fully briefed. Extensive arguments were made by counsel. Upon Court's inquiry, both sides confirmed this Court has jurisdiction. COURT ORDERED, matter SET for status check in Chambers for written decision to issue.

11/15/19 STATUS CHECK: DECISION (CHAMBERS)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

December 06, 2019

A-19-795188-P In the Matter of the Petition of
CLA Properties LLC

December 06, 2019 3:00 AM Decision

HEARD BY: Kishner, Joanna S.

COURTROOM: Chambers

COURT CLERK: Susan Botzenhart

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Decision filed and served separately.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

JAMES E. SHAPIRO, ESQ.
3333 E. SERENE AVE., STE 130
HENDERSON, NV 89074

DATE: January 13, 2020
CASE: A-19-795188-P

RE CASE: In the Matter of the Petition of CLA PROPERTIES, LLC

NOTICE OF APPEAL FILED: January 9, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION TO VACATE THE ARBITRATOR'S AWARD; NOTICE OF ENTRY OF ORDER GRANTING PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION TO VACATE THE ARBITRATOR'S AWARD; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

In the Matter of the Petition of:

CLA PROPERTIES, LLC

Case No: A-19-795188-P

Dept No: XXXI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 13 day of January 2020.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk