

Case Nos. 80427 & 80831

**In the Supreme Court of Nevada**

In the Matter of the Petition of  
CLA PROPERTIES LLC.

SHAWN BIDSAL,  
Appellant,

*vs.*

CLA PROPERTIES LLC,  
Respondent.

CLA PROPERTIES LLC,  
Appellant,

*vs.*

SHAWN BIDSAL,  
Respondent.

Electronically Filed  
Nov 24 2020 07:21 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

from the Eight Judicial District Court, Clark County, Nevada  
The Honorable JOANNA S. KISHNER, District Judge  
District Court Case No. A-19-795188-P

**APPELLANT'S APPENDIX  
VOLUME 13  
PAGES 3001-3078**

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**CERTIFICATE OF SERVICE**

I certify that on November 24, 2020, I submitted the foregoing  
“Appellant’s Appendix” for filing via the Court’s eFlex electronic filing  
system. Electronic notification will be sent to the following:

Louis E. Garfinkel  
LEVINE & GARFINKEL  
1671 W. Horizon Ridge Pkwy.  
Suite 230  
Henderson, Nevada 89102

Rodney T. Lewin  
LAW OFFICES OF RODNEY T.  
LEWIN, APC  
8665 Wilshire Blvd., Suite 210  
Beverly Hills, California 90211

Robert L. Eisenberg  
LEMONS, GRUNDY & EISENBERG  
6005 Plumas Street  
Third Floor  
Reno, Nevada 89519

*Attorneys for CLA Properties LLC*

/s/ Cynthia Kelley  
An Employee of Lewis Roca Rothgerber Christie LLP

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 11<sup>th</sup> day of February, 2020, I served a true and correct copy of the foregoing **RESPONDENT'S REPLY TO CLA PROPERTIES, LLC'S OPPOSITION TO MOTION FOR STAY PENDING 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 A. Bidwell

An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130

Henderson, NV 89074

O:(702)318-5033 F:(702)318-5034

003001

# EXHIBIT B

003002

# EXHIBIT B

**DECLARATION OF SHAWN BIDSAL**  
**IN SUPPORT OF RESPONDENT'S REPLY TO PETITIONER'S OPPOSITON TO**  
**RESPONDENT'S MOTION FOR STAY PENDING APPEAL**

I, Shawn Bidsal, do hereby declare under penalty of perjury, under the laws of the State of Nevada in accordance with N.R.S. § 53.045 as follows:

1. I am a resident of the State of California.
2. I am the Managing Member of GREEN VALLEY COMMERCE, LLC ("GVC").
3. I am currently the respondent in the petition of CLA Properties, LLC v. Shawn Bidsal, Case No. A-19-795188-P.
4. My counsel is Smith & Shapiro, PLLC ("Bidsal's Counsel").
5. I have been involved in commercial property management for over 24 years. I have managed over 50 commercial properties, valued at over \$300,000,000. These properties are spread throughout eight states.
6. As the Managing Member of GVC, I have ensured that all distributions made to the members of GVC were done in equal distributions. Contrary to Exhibit 1, attached to Benjamin Golshani's declaration, approximately \$201,000 distributions that I received during 2017 are for the rents collected prior to the present dispute and I am fully entitled to such distributions.
7. As the Managing Member of GVC, I have ensure that the property owned by GVC is well maintained. During the period of 2018 to 2019, the parking lot on the GVC property was repaired. Additionally, the driveways were also patched and repaired.
8. As Managing Member of GVC, on or about February 2019, I ensured that the entire roof was replaced on one building owned by GVC and repaired other roofs owned by GVC, as needed.
9. During 2019, in addition to regular landscape maintenance, I caused the landscaping to be upgraded to improve the aesthetic and value of the property owned by GVC.
10. I have acted diligently to renew existing leases and obtain new leases, as appropriate. The GVC property is currently actively marketed for lease in LoopNet.com and CoStar.com, leading commercial real estate listing services. The vacancies are regularly shown to prospective tenants.

1 11. I have every desire and intent to use all 24 years of my commercial property  
2 management experience to successfully manage the GVC property until the present dispute has  
3 reached its conclusion, as I have successfully done for the previous nine years.

4 12. The formula, as delineated in the GVC operating agreement regarding a buy-out of a  
5 member's shares does not take into account several critical factors to include:

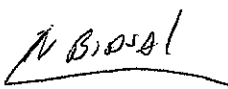
6 a. Prior to the current dispute, three of the buildings that originally comprised the  
7 property owned by GVC have been sold and the proceeds distributed to the members of GVC  
8 and in one instance the proceeds have been used in a 1031 exchange transaction; and

9 b. The capital accounts have changed since the date of the GVC property  
10 purchase.

11 13. Due to these issues with the formula contained in the operating agreement, a demand  
12 for arbitration was made on February 7, 2020 to decide the meaning of this provision.

13 14. I make this Declaration freely and of my own free will and choice and I declare under  
14 penalty of perjury that the foregoing is true and correct.

15 Dated this 11th day of February, 2020.

16   
17 Shawn Bidsal



# EXHIBIT C

003005

003005

# EXHIBIT C

1

J A M S

2

\* \* \* \* \*

3

4

CLA PROPERTIES,

5

Claimant,

Reference No. 1260004569

6

vs.

7

SHAWN BIDSAL,

8

Respondent.

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TRANSCRIPT OF PROCEEDINGS

12

Taken Before the Honorable Stephen E. Haberfeld

13

Volume I

14

Las Vegas, Nevada

15

May 8, 2018

16

11:12 a.m.

17

18

19

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22

Reported by: Heidi K. Konsten, RPR, CCR  
Nevada CCR No. 845 - NCRA RPR No. 816435  
JOB NO. 469894

23

24

25

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1 becoming interested in that business. And I went  
2 into textile business.

3 Q And what kind of textile business was  
4 that?

5 A I started a -- a unique business using  
6 natural, environmentally-friendly fibers.

7 (Interruption in proceedings.)

8 THE WITNESS: And learning as to how  
9 to -- because I was an engineer, didn't have much  
10 difficulty. I learned about how to weave and dye  
11 and produce for apparel use and home -- home  
12 decor.

13 BY MR. LEWIN:

14 Q And, did -- now, when you say for "home  
15 decor," what do you mean?

16 A Like, for curtains, couches, chairs,  
17 things like that.

18 Q And how do you know Mr. Bidsal?

19 A Well, I had known Mr. Bidsal from long  
20 time ago. We are related and, you know, we -- I  
21 knew of him.

22 Q And how are you related?

23 A Oh, he's my cousin.

24 Q Is he a first cousin?

25 A First cousin. He's my first cousin.

1 some of the real estate that he had acquired and  
2 was managing. And the nature of those, you know,  
3 they were, like, big shopping centers and  
4 apartment buildings. And he mentioned to me that  
5 he has been managing them very well and he has  
6 been doing extremely good with those.

7 **Q Was there -- was there a time when you**  
8 **and he began to look into properties to invest in**  
9 **together?**

10 A Yes. What -- what happened, during one  
11 of those times, he mentioned that he had --  
12 because of the downturn, he had -- he does not  
13 have much cash available, and there would be a lot  
14 of opportunity. And I said, "I am looking for  
15 this." And I started becoming interested in what  
16 he was doing, especially, you know, when I ask  
17 question, I -- I -- it seemed to me that he had  
18 all of the answers and he knew what he was doing.

19 And we discussed more. And after I saw  
20 more, I was very impressed. And I told him that,  
21 you know, I could be -- we could be working  
22 together and he concurred, and we said that it  
23 would be a good idea if we were. And buy things  
24 and either fix it or make investment and create a  
25 partnership.

# EXHIBIT D

003010

003010

# EXHIBIT D



# State of California Secretary of State

S

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

### 1. CORPORATE NAME

### 2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

### Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

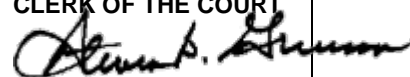
TITLE

SIGNATURE

43

43





1 RTRAN

2

3

4

5

DISTRICT COURT

6

CLARK COUNTY, NEVADA

7

8 IN THE MATTER OF THE PETITION  
9 OF:

CASE#: A-19-795188-P

9

10 CLA PROPERTIES LLC

DEPT. XXXI

11

12

13

BEFORE THE HONORABLE JOANNA S. KISHNER  
DISTRICT COURT JUDGE  
TUESDAY, FEBRUARY 18, 2020

14

15

**RECORDER'S TRANSCRIPT OF PENDING MOTIONS**

16

17

APPEARANCES:

18

For the Petitioner:

LOUIS E. GARFINKEL, ESQ.

19

For the Respondent:

JAMES E. SHAPIRO, ESQ.  
DAN POLSENBERG, ESQ.

20

21

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RECORDED BY: SANDRA HARRELL, COURT RECORDER

25

1 Las Vegas, Nevada, Tuesday, February 18, 2020

2

3 [Case called at 8:55 a.m.]

4 THE COURT: We're on the record on Case 795188, which is  
5 page 2 on the 9 a.m. civil law and motion In the Matter of the Petition of  
6 CLA Properties.

7 Counsel, can I have your appearances, please?

8 MR. GARFINKEL: Good morning, Your Honor, Louis  
9 Garfinkel on behalf Petitioner, CLA Properties.

10 MR. SHAPIRO: And Jim Shapiro and Dan Polsenberg on  
11 behalf of Shawn Bidsal.

12 THE COURT: Okay. So welcome back. Today is the stay  
13 pending appeal -- motion -- Respondent's motion for stay pending  
14 appeal. So the Court needed to have a -- well, I'll just let you argue. Go  
15 ahead.

16 MR. SHAPIRO: Thank you, Your Honor. This is our motion  
17 for stay pending appeal. I know Your Honor is well aware of the legal  
18 standard on this. NCRP 62 and Nevada Rules of Civil Procedure 8 allow  
19 for a party who has appealed a decision to seek a stay --

20 THE COURT: Uh-huh.

21 MR. SHAPIRO: -- in enforceability of that decision pending  
22 an appeal and that is what we're doing here today. The Nevada  
23 Supreme Court has identified four factors that Your Honor is to consider  
24 when deciding whether to grant or deny a request for stay. Those four  
25 factors were set forth in our motion. In the opposition, CLA Properties

1 primarily focused on the third element --

2 THE COURT: Right.

3 MR. SHAPIRO: -- although it does dribble over into some of  
4 the other elements as well, and I'll address each of those here today.  
5 The first factor to consider is whether or not the object of the appeal or  
6 petition will be defeated, if the stay is denied. And in this case, CLA  
7 Properties' opposition actually does a good job of illustrating that absent  
8 a stay, the object of the appeal will be defeated.

9 As Your Honor is aware, the issue here is membership  
10 interest in Green Valley Commerce, LLC. Half of it is owned by Shawn  
11 Bidsal. Half is of it is owned by CLA Properties. The -- Green Valley  
12 Commerce, LLC owns a number of commercial properties. That is its  
13 sole business. And CLA Properties has argued that they should be  
14 allowed to sell the underlying property. If you take that underlying  
15 property and make it disappear before the appeal is heard, then even if  
16 Shawn Bidsal is successful on appeal, that property will be gone.

17 THE COURT: Okay. Stop for one quick second.

18 MR. SHAPIRO: Sure.

19 THE COURT: Because in the underlying hearings and the --  
20 what -- you know, what I mean --

21 MR. SHAPIRO: Exactly.

22 THE COURT: -- the very high, large number of pleadings, is  
23 this was initiated -- both parties seem to have wanted to buy out the  
24 other for -- to use a common way of phrasing that, but that's not taking --  
25 that's my most neutral, generic way of phrasing it. Was the property not

1 going to be sold regardless of which side, and so, is it really a matter of  
2 tendering money and holding the money into account versus the selling  
3 of the property, because of the potentiality of what could or could not  
4 happen market-wise?

5 And that's the question that's unique to this one, and then  
6 my other question is when you get to the standards of what you all  
7 actually contractually agreed to in the underlying agreement. But --

8 MR. SHAPIRO: Okay.

9 THE COURT: So was it not going to be sold is the simplest  
10 way I was going to ask.

11 MR. SHAPIRO: It wasn't. The transaction that triggered this  
12 proceedings that ended up here today --

13 THE COURT: Right.

14 MR. SHAPIRO: -- was a transaction whereby my client  
15 offered to buy CLA Properties' interest in Green Valley Commerce. That  
16 was the very beginning of this whole dispute, was an offer by my client  
17 to buy out CLA Properties. That dispute morphed into -- he said, well, I  
18 get the right to buy you out under the terms of the operating agreement.  
19 We disagreed with that, went to arbitration, blah, blah, blah. That's  
20 history. But the very beginnings of this was Shawn Bidsal wanting to  
21 take control of the property and had no intention of selling it. His  
22 intention was to take control of the property and continue to operate and  
23 maintain it, just exactly as he has done for the past decade. And that is  
24 part of the issue that's up on appeal.

25 And so when CLA Properties puts in their opposition --

1 THE COURT: Uh-huh.

2 MR. SHAPIRO: -- that they have an intent to sell the  
3 underlying property, that will defeat it. We -- and Your Honor, I don't  
4 even need to cite the case law. You know real property is unique. The  
5 only asset of Green Valley Commerce, LLC is real property, which is  
6 unique. You sell that property and the object of the appeal is defeated.

7 And so the first factor that the Court is to consider has been  
8 satisfied, because the -- CLA Properties has already made it clear that  
9 that is one of the options that are on the table, that they intend on  
10 pursuing it, and the stay is required to ensure that if Mr. Bidsal is  
11 successful on appeal, there's still something left to fight over. Because if  
12 it's sold, all there is is cash and all of the benefits of owning commercial  
13 property has now been taken way from Shawn Bidsal.

14 The second element is whether the Appellant or Petitioner  
15 will suffer irreparable or serious injury, if the stay is denied. Again, that  
16 goes back to the fact that the only asset of Green Valley Commerce, is  
17 commercial property, which CLA Properties has indicated that they  
18 intend on selling.

19 THE COURT: Uh-huh.

20 MR. SHAPIRO: And if that is sold, then my client will suffer  
21 irreparable and serious harm, if the stay is denied.

22 The third element is whether CLA Properties will suffer no  
23 harm, if the stay is granted, or excuse me, suffer harm, if the stay is  
24 granted. This is the element that CLA Properties addressed in their  
25 opposition.

1 And I apologize, Your Honor. I'm going to grab a drink here.

2 THE COURT: No worries.

3 MR. SHAPIRO: My mouth is trying out from --

4 THE COURT: There's water there, feel free.

5 MR. SHAPIRO: Now, in this element, CLA Properties raises a  
6 number of different arguments, but they make a key admission. There's  
7 no question that there's a dispute over what the purchase price will be, if  
8 the arbitrator's award is upheld by the Nevada Supreme Court. That's  
9 heavily in dispute. But --

10 THE COURT: I'm sorry. Could you repeat that sentence,  
11 which you just said? What's heavily in dispute? It's the --

12 MR. SHAPIRO: What's heavily in dispute is what the  
13 purchase price will actually be, if the Supreme Court upholds the  
14 arbitration award. And that was not an issue that was in front of Your  
15 Honor, but it is an issue that has seeped its way into this motion for stay,  
16 and I'll explain in a minute. The parties cannot agree on pretty much  
17 anything. And there's serious disputes as to what credits and debits are  
18 allowed when you try and calculate that purchase price. But what is not  
19 in dispute is that even if you use CLA Properties' calculation, at the end  
20 of the day, CLA Properties will be required to pay Shawn Bidsal over \$1.5  
21 million.

22 That is not in dispute. Now, we think it's going to be much  
23 higher than that. CLA Properties thinks it's going to be closer to the \$1.5  
24 million number. That's fine. 1.5 million is more than enough to cover  
25 any and all harm that CLA Property will incur. What have they raised?

1 The pointed out that the arbitrator awarded approximately \$286,000 in  
2 attorney fees. Well, \$286,000 doesn't even equal one-third of the  
3 amount that CLA Properties will owe my client. They're totally protected.  
4 They point out that there's accrued interest. They say that's around  
5 60,000. Well, you add 286 to 60. We're still less than a third of the  
6 judgment. Or ex -- not the judgment, the purchase price that CLA  
7 Properties is going to be required to pay to Shawn Bidsal.

8 They, in their opposition, argue that there's pending motions  
9 for attorney's fees, one of which has been resolved, the other one of  
10 which is for a grand total of about eight grand and that's still pending in  
11 front of the Federal Court, and who knows when we'll get a decision on  
12 that. But they don't explain how that factors into any of their analysis.  
13 But even if they get an award of attorney's fees, that's about another  
14 \$8,000. We're still less than a third. They argue for the first time that  
15 Shawn Bidsal has not properly managed the property, but at the same  
16 sentence, almost the same breath, they complain about the distributions  
17 that Shawn has made.

18 Well, clearly Shawn has managed the property appropriately,  
19 to the point where there's excess funds and distributions have been  
20 made. Now, they try and imply that those distributions were not equal  
21 distributions. When you look at the evidence that they provide, it's clear  
22 that those distributions were equal to both parties. Even -- and those  
23 distributions were all made prior to Your Honor entering an order  
24 confirming the award. There have been no distributions that have been  
25 made since that time.

1                   Now, if Your Honor wants to put as part the order granting a  
2 stay that there's no distributions to be made, we're fine with that,  
3 because that's the intent. He fully intends on doing that anyway.

4                   THE COURT: Now, is he intending to still run the property,  
5 because that seems to be in dispute between the parties with regards to  
6 the stay.

7                   MR. SHAPIRO: Yes he does.

8                   THE COURT: Because the 41 percent, you know -- I guess,  
9 less than 41 percent is either occupied or not occupied, whichever the  
10 number was -- empty spaces, 41 percent.

11                  MR. SHAPIRO: There -- I don't know what the percentage is  
12 on empty spaces. There have been empty spaces the entire time. Some  
13 of these properties have some challenges.

14                  THE COURT: Uh-huh.

15                  MR. SHAPIRO: And that's been the case for ten years. And  
16 again, it's -- notwithstanding those empty spaces, they're still making a  
17 profit. There's still distributions. At this point, up until the motion for  
18 stay, there's been no complaint about Shawn's management. That's  
19 something that was raised here.

20                  THE COURT: Okay.

21                  MR. SHAPIRO: And the motion for stay would ensure that  
22 the status quo remains and that if he's got additional harm that he claims  
23 well, you mismanaged it, we still have over a million dollars in purchase  
24 price that he can argue he's entitled to some of that to compensate him  
25 for that damage. When you look at all of the alleged harm that they're



1 incurring, it simply does not add up to the 1.5 million. The only way they  
2 get there is to argue that we're going to have another once in 100 year  
3 market crash that we had ten years ago.

4 Well, number one, there's no indication that that's coming  
5 our way, unlike in the early 2000s, but, number two, when you look at  
6 the sum total of the circumstances, the \$1.5 million is sufficient to cover  
7 CLA Properties for any and all of their damages, such that if they are  
8 successful on appeal, and they incur harm, they can offset that harm by  
9 the amount of money that they're required to pay my client. When you  
10 look at the four factors that the Nevada Supreme Court set forth, it's  
11 clear that a stay is appropriate and warranted under these  
12 circumstances.

13 So then the next question goes to what is the supersedeas  
14 bond. Well, as Your Honor is aware, the amount of the bond is left to the  
15 discretion of the Court, and the Court can provide for pretty much  
16 whatever amount the Court decides is appropriate under the  
17 circumstances.

18 In this case, you've got a \$286,000 monetary judgment in the  
19 form of attorney fees, plus interest -- approximately 60,000, if we use  
20 CLA Properties' numbers. So now we're up to around 360, not even that.  
21 It's going to be 350 and not even --

22 THE COURT: How would this Court -- okay, well, let's walk  
23 through it. You all did not appeal the arbitrator's attorney's fee award  
24 for the arbitration process.

25 MR. SHAPIRO: It's --

1 THE COURT: How is that even before me, because that was  
2 contractually done outside of the court system? The fees and cost  
3 motion filed by CLA was for what was asserted to be -- and that's -- I  
4 need a point of clarification.

5 MR. SHAPIRO: Okay.

6 THE COURT: Did it include the 286 that the arbitrator had  
7 awarded or I -- or was it separate from the amounts that then would have  
8 been for this proceeding? So I'm trying to make sure, if you're asserting  
9 that I have jurisdiction over what was awarded by the arbitrator in the  
10 underlying proceeding.

11 MR. SHAPIRO: I'm not arguing that you have jurisdiction  
12 over what was awarded by the arbitrator. We appealed the --

13 THE COURT: Then how could I stay that portion of it, if it  
14 never came before me?

15 MR. SHAPIRO: The stay is your order confirming the  
16 arbitration award. That's the stay. Now, the arbitration award --

17 THE COURT: But the arbitration award, just -- isn't that two  
18 separate orders? One for the award and one for attorney's fees and  
19 costs, because attorney's fees and costs are generally a separate,  
20 appealable order?

21 MR. SHAPIRO: It was actually --

22 THE COURT: There's a plethora of Supreme Court precedent  
23 in that regard, right? Because --

24 MR. SHAPIRO: The way that the arbitrator did it in this case  
25 was he did an interim order. Then there was pleadings on the attorney

1 fees. Then he entered a final order that wrapped up everything from his  
2 determination of the underlying merits as well as the attorney fees. And  
3 so the final award included not only the merits, but the award of  
4 attorney's fees as well.

5 MR. GARFINKEL: That's correct, Your Honor.

6 THE COURT: Okay.

7 MR. GARFINKEL: And the amount was \$298,500.

8 MR. SHAPIRO: Okay.

9 MR. GARFINKEL: That was the award for fees and costs, and  
10 you confirmed that award, Your Honor.

11 THE COURT: I confirmed that as part of the underlying total  
12 award --

13 MR. SHAPIRO: Right.

14 MR. GARFINKEL: Yes, Your Honor.

15 THE COURT: -- separate and apart from the internal award.  
16 Okay.

17 MR. GARFINKEL: Yes.

18 MR. SHAPIRO: Right.

19 THE COURT: So that was separate and apart from the  
20 attorney's fee component that was then sought by CLA.

21 MR. SHAPIRO: Oh, yes.

22 MR. GARFINKEL: Your --

23 MR. SHAPIRO: Yeah.

24 THE COURT: That's a point of distinction. I --

25 MR. GARFINKEL: Which was a couple of weeks ago, Your

1 Honor.

2 THE COURT: Okay. That's right. That's --

3 MR. GARFINKEL: That was in connection with having to  
4 confirm the arbitrator's award here.

5 THE COURT: That's what I'm trying to confirm, the scope of  
6 the proposed stay. Is it just the first ruling? Because I have to look at  
7 that, right, also from timeliness and the entry of order, from the  
8 confirmation of the arbitration award versus the separate award for  
9 attorney's fees and costs, which I don't believe has been submitted --

10 MR. GARFINKEL: Yeah. And --

11 THE COURT: -- to the Court. That's where I'm trying to get a  
12 clarification here.

13 MR. GARFINKEL: You are correct, Your Honor.

14 MR. POLSENBERG: Your Honor, if I may. I agree with you  
15 that fees and costs normally would be considered a separate matter, a  
16 special matter after judgment. But if the underlying judgment is vacated,  
17 that would be vacated as well.

18 THE COURT: I appreciate it. That's why -- there was two  
19 proceedings before this Court. One was whether to confirm or vacate  
20 the arbitrator's award.

21 MR. POLSENBERG: Right.

22 THE COURT: That's what -- I'm trying to get a scope on the  
23 stay. The second proceeding, which just recently happened -- recently  
24 being a relative term, was CLA's motion for attorney's fees and costs.

25 MR. POLSENBERG: Right.

1 THE COURT: My recollection without having it immediately  
2 before me was that that motion for attorney's fees and costs did not  
3 include 286-298, whichever number it was.

4 MR. GARFINKEL: Yes, Your Honor.

5 THE COURT: That that was part of the first award.

6 MR. GARFINKEL: Yes.

7 THE COURT: So what I'm trying to confirm is the stay is only  
8 to the full confirmation order that this Court memorialized in writing,  
9 Division of Family Services, all taken care of, all right before me, versus  
10 the second hearing, which related to fees and costs. That's what I was  
11 trying to get.

12 MR. SHAPIRO: And your -- that understanding is correct.

13 THE COURT: Okay. That's what --

14 MR. SHAPIRO: The motion for stay has nothing to do with  
15 CLA Properties subsequent motion for attorney fees.

16 THE COURT: And the -- CLA's subsequent motion for  
17 attorney's fees did not bundle back in the arbitrator fees that was  
18 awarded in the original --

19 MR. SHAPIRO: That is correct.

20 THE COURT: -- motion --

21 MR. GARFINKEL: Correct, Your Honor.

22 THE COURT: -- that this Court confirmed. That's what I'm  
23 just --

24 MR. SHAPIRO: No, you're clear.

25 THE COURT: Attorney's fees and costs. You've got

1 attorney's fees and costs in Federal Court; you have attorney's fees and  
2 costs. Here, you have attorney's fees and costs in arbitration. This  
3 Court's trying to make on the scope of where your stay request is to  
4 make sure this Court, A, has jurisdiction to make sure we're all on the  
5 same page. That's what I was trying to clarify. Talking about the written  
6 order, the confirmation, the confirmed Judge Hager --

7 MR. SHAPIRO: Habermeld.

8 MR. GARFINKEL: Habermeld.

9 THE COURT: I always mispronounce that name. Okay. Go  
10 ahead, counsel. Thank you.

11 MR. SHAPIRO: Okay. So yes, we -- the requested stay is  
12 simply a stay of Your Honor's order confirming the arbitration award.  
13 That's it. We want --

14 THE COURT: Okay. Your analysis of fees and costs is just to  
15 say what the bond amount is. It's not having to do with a separate order  
16 on fees and costs. That's not --

17 MR. SHAPIRO: That is correct.

18 THE COURT: That's really where my point of clarification  
19 was. Thank you so much.

20 MR. SHAPIRO: Yep. You're welcome, Your Honor. So when  
21 we get in this case to an analysis of what the supersedeas bond should  
22 be --

23 THE COURT: Uh-huh.

24 MR. SHAPIRO: -- a supersedeas bond is typically given in an  
25 amount that would satisfy the judgments and any other harm that the

1 Respondent would incur on an appeal, if the appeal was unsuccessful.  
2 And in this case, there just isn't any harm. Because the Respondent,  
3 which is CLA Properties, owes my client over \$1.5 million and because  
4 the amount of harm that they're going to incur is well below that \$1.5  
5 million figure, there is simply no harm to Appellant or to the Respondent  
6 which is CLA Properties.

7           They raise a number of arguments. They argue that if it's  
8 stayed, a judgment could come in a lien to my client's membership  
9 interest, and yet they ignore Nevada law, which is well-established, that  
10 says a judgment creditor can't attach any membership interest. All they  
11 can attach are the distributions that are made, which if it's confirmed,  
12 there won't be any distributions. So at the end of the day, Your Honor,  
13 we would request that the stay be granted.

14           THE COURT: Uh-huh.

15           MR. SHAPIRO: We would -- and the stay, again, just to be  
16 clear, the stay is a stay of Your Honor's order confirming the arbitration  
17 award.

18           THE COURT: Okay.

19           MR. SHAPIRO: That's it.

20           THE COURT: And you find the bond amount should be?

21           MR. SHAPIRO: We believe nominal, if not zero. \$1,000. And  
22 the reason for that is because there's absolutely no realistic risk of harm  
23 to the Defendant. If the -- I say the Defendant. That's the wrong word to  
24 use. To CLA Properties. If CLA Properties is successful on appeal --

25           THE COURT: Uh-huh.

1 MR. SHAPIRO: -- they will be able to tally up all the amounts  
2 that they claim they have been damaged. Those amounts will be less  
3 than the \$1.5 million that they owe my client, pursuant to the arbitration  
4 award that we're requesting the confirmation be stayed on, in which  
5 case they would essentially -- not essentially, they would be able to  
6 deduct all of those amounts from the purchase price and be able to buy  
7 my client's membership interest for a lot less than \$1.5 million. Be --

8 THE COURT: And then what happens to the management of  
9 the property during the time period of the stay, access to books,  
10 accounting, and that kind of good stuff? What happens during the  
11 requested stay period?

12 MR. SHAPIRO: Well, let's talk about that. A stay would  
13 maintain the status quo. The status quo is Shawn Bidsal, who has been  
14 the only manager of the underlying properties and the only manager of  
15 this company since its inception clear back in 2000 -- I think it was '11,  
16 that would be maintained. If CLA Properties, which heretofore has not  
17 had problems with management -- if CLA Properties believes that they  
18 have been harmed by the continued management, they have a right to  
19 come and make whatever arguments they want to make and recover  
20 whatever damages or money that they can prove they incurred as a  
21 result of my client's management. But the stay would effectively keep  
22 the status quo in place, which is the point of the stay. That's the reason  
23 for the stay. It's to maintain status quo.

24 THE COURT: Okay. I appreciate it.

25 MR. SHAPIRO: And when it comes to access to books and



1 records, again, status quo will be maintained. Ben Golshani has had  
2 complete access to the books and records of the company. That  
3 wouldn't change. If he needs any information, he'll make a request.  
4 That information will be provided. The point is we maintain the status  
5 quo, until the Supreme Court has a chance to make a ruling.

6 THE COURT: Okay. Thank you.

7 MR. SHAPIRO: Thank you, Your Honor.

8 THE COURT: Counsel, you have a different position.

9 MR. GARFINKEL: Thank you, Your Honor. Your Honor, there  
10 were a couple of, I think, misstatements by Mr. Shapiro to the Court that  
11 I will address, but the whole purpose of a supersedeas bond is to protect  
12 the prevailing party from loss resulting from a stay and Mr. Shapiro  
13 admits that. And the Court is supposed to set an amount of the bond  
14 that will permit full satisfaction of the judgment. And, Your Honor, I kind  
15 of want to just go back to the operating agreement, which was entered  
16 back in 2011. And Article 5, Section 4, which has the buy/sell provision  
17 in there, which is the subject of this dispute.

18 And if you remember, Your Honor, in July of 2019, Mr. Bidsal  
19 made an offer to purchase CLA's membership interest. And then on  
20 August 3rd, 2017, CLA sent Bidsal a letter stating, no, we're going buy  
21 yours out. This was in August of 2017. Now, under the operating  
22 agreement, it contemplated that this transaction under the buy/sell,  
23 would occur in 30 days, Your Honor. So that meant if Mr. Bidsal agreed  
24 to CLA's acquisition of the membership interest, this should have closed  
25 September 2nd of 2017.

1 Well, that didn't happen. There was a demand for  
2 arbitration. Judge Haberfeld entered his final arbitration award April 5th,  
3 2019. Mr. Bidsal filed a motion to vacate in Federal Court. That was  
4 dismissed. We ended up here and in December, you went ahead, and  
5 you confirmed the arbitrator's award. Now, here we are in February and  
6 in January of this year, Mr. Bidsal has appealed your order confirming  
7 the arbitrator's award. And it was kind of interesting at the last hearing,  
8 Your Honor.

9 And I just wanted to quote Mr. Shapiro, because it sort of  
10 goes to -- one of the factors that he didn't really touch upon, one of the  
11 four factors is the likelihood of success on the merits of an appeal. He  
12 didn't deal with that, because he knows what a difficult burden that is  
13 and in fact, at the last hearing on the motion for attorney's fees -- let me  
14 just sort of -- see if I can quote him.

15 He said, "Here's the problem. The arbitrators can do  
16 whatever they want. He can apply Louisiana law, and we -- you know, I  
17 mean it's hard to get them overruled."

18 And so Your Honor, even though Mr. Shapiro knows the  
19 difficulty with an appeal, based on an arbitrator's award, they've gone  
20 ahead and appealed it. And Your Honor, the problem here is is that not  
21 only have we been dealing with this since August of 2017, we're now in  
22 February of 2020, two and a half years later and an appeal is going to be  
23 what, another couple of years? And the real kicker, Your Honor, is Mr.  
24 Shapiro went ahead, and he identified another dispute between the  
25 parties over the buyout formula.

1                   And if you take a look at their reply, I believe in the reply,  
2 they mention that they've gone ahead and filed a demand for arbitration  
3 with respect with that issue now. So not only are we going to be dealing  
4 with what's before the Court for four and half years -- all right -- we're  
5 also going to be doing with another issue. And we're just going to -- and  
6 I suspect that Mr. Bidsal is just going to keep doing this, Your Honor. So  
7 that's obviously one of our concerns here is that this is never going to  
8 end. And for whatever reason, whether it's he's vindictive or he's trying  
9 to use this as leverage to settle the matter, I don't know. But the chances  
10 of them succeeding on the merits of this appeal are slim to none,  
11 notwithstanding counsel here.

12                   MR. POLSENBERG: I'll take that as an invitation. Just --

13                   MR. GARFINKEL: Excuse me, Your Honor.

14                   THE COURT: Counsel.

15                   MR. GARFINKEL: I said notwithstanding counsel. I didn't ask  
16 for opposing counsel to jump in, Your Honor.

17                   THE COURT: Feel free to continue.

18                   MR. GARFINKEL: All right. Your Honor, the principal part of  
19 the award, in addition to the \$298,500 that was, in fact, awarded to CLA  
20 Properties as attorney's fees and costs, had to do with the transfer of Mr.  
21 Bidsal's interest in Green Valley Commerce. And -- so -- and as a result  
22 of that, CLA would be the sole owner of that interest and could do  
23 whatever it chose to do.

24                   Now, Mr. Shapiro indicated that we intend to sell the  
25 property. That's not necessarily true. What was said was that that

1 would be an option, just like if we wanted to refinance the property. It's  
2 something we can do. But one of the things that I thought was every  
3 interesting, Your Honor, is that Mr. Shapiro represented to the Court that  
4 Mr. Bidsal wants to keep the property. But if you took a look at our  
5 opposition, in fact what we did was while Mr. Bidsal testified under oath  
6 at the arbitration hearing, on page 8, this is what he said -- he says -- Mr.  
7 Lewin [phonetic] questioned him.

8 It says, "Now, why did you initiate the process to buy the  
9 property."

10 Mr. Bidsal, "Basically, I wanted to you know, finish this deal  
11 and move on to the next one. We are -- I didn't want to manage this  
12 property any longer."

13 So Your Honor, contrary to the representation that Mr.  
14 Shapiro is making, his client testified differently at the arbitration of this  
15 matter.

16 The other issue, Your Honor, is the delay in the transfer of  
17 the property essentially requires CLA to bear the risk of a downturn in  
18 the real estate market or some other event. We mentioned in our brief  
19 about the trillion dollar deficit, about the possible bubble bursting. And  
20 Your Honor, this is not just some unrealistic scenario. This is something  
21 that has happened in the past, and it could possibly happen.

22 But the point is, Your Honor, is that why should CLA bear the  
23 burden of this risk? This is a risk -- this is something that should have  
24 been resolved years ago and now, because Mr. Bidsal is going to drag it  
25 out conceivably for four and a half years with respect to this, and then

1 we would have another demand for arbitration, I mean, he could draw  
2 this out for years and years and years. We think that's something the  
3 Court should consider, Your Honor.

4 THE COURT: Does the demand for arbitration in the other  
5 proceeding --

6 MR. GARFINKEL: The new one?

7 THE COURT: Is it be -- the new one.

8 MR. GARFINKEL: Yes.

9 THE COURT: Is that before me for consideration on this --

10 MR. GARFINKEL: It's not before you, Your Honor.

11 THE COURT: And it's not before me for consideration --

12 MR. GARFINKEL: No.

13 THE COURT: -- of this as well, this hearing --

14 MR. GARFINKEL: -- no, it -- well, it has --

15 THE COURT: -- or by stipulation?

16 MR. GARFINKEL: -- it has, in fact been raised by Mr. Shapiro  
17 in their briefs about the fact that there's a legitimate dispute here about  
18 how you go ahead and calculate the buyout. The buyout was not at  
19 issue. The formula was not at issue in the arbitration in front of Judge  
20 Haberfeld. It was referenced by everybody, because it is contained in the  
21 operating agreement. And we all agreed on the formula. But the  
22 question that Mr. Bidsal is now raising is that well, I don't agree with  
23 your numbers. We know what the buyout number is which is five  
24 million. And if you take a look at our brief, Your Honor, it's actually -- we  
25 actually --

1 THE COURT: Page 11?

2 MR. GARFINKEL: -- go through the calculations. And I'll -- let  
3 me just get to that page.

4 THE COURT: Page 11?

5 MR. GARFINKEL: No, no. That's the actual bond amount,  
6 Your Honor. Hold on one second. It's actually on page 4. Line 4, it talks  
7 about the formula set forth in Section 4.2 of Article 5. So the arbitration  
8 that was heard by Judge Haberfeld, and he ruled on, had to do with an  
9 interpretation of the buy/sell agreement.

10 THE COURT: Uh-huh.

11 MR. GARFINKEL: And that's what Your Honor confirmed is  
12 that --

13 THE COURT: Right.

14 MR. GARFINKEL: -- he agreed with CLA's interpretation of  
15 the buy/sell agreement, and he ruled that Bidsal was required to sell  
16 CLA, the membership interest. Now, in the final award, he does, in fact,  
17 reference, I believe in the footnote, the buyout formula, which is what we  
18 have here. And so now we have another dispute about what numbers  
19 you plug into the buyout formula. So he ruled that yes, Bidsal has to sell  
20 his 50 percent membership interest to CLA, but now we now have a new  
21 dispute about what figures go into the buyout calculation.

22 And Your Honor, we don't believe that CLA properties should  
23 have to bear the risk, in light of what's transpired here. One of the things  
24 that we've raised, that I think is waste to the property -- and we've raised  
25 the issue about the occupancy. We've also raised the issue that

1 opposing counsel did not comment on, was about the fact that Mr.  
2 Bidsal testified during the arbitration about deferred maintenance, that  
3 there's things that have to be done with the property that have not been  
4 done. And so that's one of our concerns here. That's waste to the  
5 property.

6 And while Mr. Shapiro did address the issue of NRS Chapter  
7 86, which deals with limited liability companies and the ability to excuse  
8 on interest, one thing he did not talk about was the potential for a tax  
9 lien, which is something that we also raised in our brief. We think, Your  
10 Honor, just like they're claiming that property is unique, we think that  
11 this is unique here, too, that this is not just your typical run of the mill  
12 situation where you have a damages award, but you have property that  
13 was -- you have a membership interest that is supposed to be  
14 transferred.

15 And the real property is the main asset here. One of the  
16 things we raised, of course, was the \$500,500, which Bidsal did, in fact,  
17 distribute to both himself and also CLA. Mr. Shapiro basically said that  
18 we did not disclose in our opposition that there was a payment to CLA.  
19 That's not true, Your Honor. If you take a look at our brief, we  
20 specifically mention that.

21 THE COURT: Okay.

22 MR. GARFINKEL: And so we believe that Bidsal's harming  
23 the property through his management and that we think that Your Honor  
24 should deny the stay. But Your Honor, if you are, in fact, going to grant  
25 the stay, we believe that there should be two things, conditions in lieu of

1 denial of the stay and then also there be a bond. And we think that the  
2 property -- the management of the property should be transferred to  
3 CLA. In other words, which would be Mr. Golshani.

4 In our brief, we mention the fact that they do have other  
5 properties together. One of them is Mission Square and that he has run  
6 the day to day of Mission Square, just like Mr. Bidsal has run the day to  
7 day of Green Valley. And just so you know, Your Honor, under the  
8 original operating agreement, they are both the original managers.  
9 What Bidsal has done, has run the day to day.

10 The other thing, Your Honor, is we also believe that there  
11 should be a condition on distributions being made. And I believe that  
12 they in fact --

13 THE COURT: Someone's cellphone is making noises and  
14 talking. Whoever's got that going on, would you mind? Thank you so  
15 much. Appreciate it. Go ahead, counsel.

16 MR. GARFINKEL: Your Honor, we believe, obviously, that  
17 there should be a stay on any -- you know, on any distributions. I don't  
18 believe that Bidsal objects to that. I think they agreed to that, Your  
19 Honor. And then also, I think the other thing is is that there should be --  
20 offsets should be established, okay? And one of the things we talked  
21 about is there is an award for \$298,500 in fees and costs that we were  
22 awarded. That is the subject of the appeal.

23 We also believe that when you confirmed the award, Your  
24 Honor, you indicated that it would accrue interest from April 5th, 2019 to  
25 the present. And what we did was we cited the fact that in the



1 agreement, in the operating agreement, there is no agreed upon interest  
2 rate, so you default to NRS Chapter 99, which is what we cite. And in  
3 their brief, they say, well, that only applies to contracts. Well, this is a  
4 contract, Your Honor. The operating agreement is an agreement. It is a  
5 contract.

6 And so Your Honor, we think that if you're going to consider  
7 conditions, that the attorney's fee award should also be offset against  
8 any -- you know, against, the payment price, just like we think that the  
9 \$550,000, that could be offset against it, too.

10 THE COURT: Okay. I need a point of clarification on the  
11 attorney's fees award, because there's three different numbers  
12 mentioned, okay? The --

13 MR. GARFINKEL: I can explain all of them.

14 THE COURT: Because the actual order says 298,256 plus  
15 interest.

16 MR. GARFINKEL: Oh, then I made a mistake. If I said  
17 298,500, then I misspoke.

18 THE COURT: Okay. The reason why, is because page 11 of  
19 your brief both has 298,250, and then it says 298,500, so I wasn't sure  
20 which --

21 MR. GARFINKEL: It --

22 THE COURT: -- of the three --

23 MR. GARFINKEL: Whatever's in the final award, Your Honor.

24 THE COURT: Do you --

25 MR. GARFINKEL: It might be the 256.

1 THE COURT: -- do you disagree that --

2 MR. SHAPIRO: Whatever that final award is, is the number.  
3 If that's the -- 298,256, if that's in the final award, that is the only amount  
4 that's been awarded so far.

5 MR. GARFINKEL: Yes, Your Honor. And I --

6 THE COURT: Just that if there was a typo --

7 MR. GARFINKEL: It would be a typo.

8 THE COURT: -- that I needed to do an amended, I just  
9 needed to know.

10 MR. GARFINKEL: It would be a typo. Yeah. And Your  
11 Honor --

12 THE COURT: The order is correct, but there's typos in the  
13 pleadings. Is that correct?

14 MR. GARFINKEL: That is correct, Your Honor.

15 THE COURT: Okay. Sorry. Go ahead. Thank you.

16 MR. GARFINKEL: Thank you. And then Your Honor, there is  
17 the motion for attorney's fees that's pending before the United States  
18 District Court --

19 THE COURT: Uh-huh.

20 MR. GARFINKEL: -- which was for about \$9,000 and those  
21 fees had to do with having to file the motion to dismiss for lack of  
22 subject matter jurisdiction. And the last motion for attorney's fees was  
23 the one that was two weeks ago. And that only had to do with seeking  
24 fees and costs for having to confirm the arbitrator's award. And Your  
25 Honor, what we did was on the last page, the last section was the bond

1 amount.

2 THE COURT: Sure.

3 MR. GARFINKEL: And, you know, we basically argued if  
4 look, if the Court's inclined to keep Bidsal as the manager, then the Court  
5 should take into consideration a bond amount that would protect CLA  
6 Properties. And we went through our calculations of what we thought it  
7 should be. And our position is, Your Honor, it should be \$3 million.  
8 So --

9 THE COURT: Okay.

10 MR. GARFINKEL: Your Honor, any questions?

11 THE COURT: I do not. I appreciate it.

12 MR. GARFINKEL: Okay.

13 THE COURT: Thank you.

14 MR. GARFINKEL: One thing. I just wanted to address a  
15 couple of issues. He went through the four different --

16 THE COURT: Right. And I'm going to have to --

17 MR. GARFINKEL: -- you know --

18 THE COURT: -- shorten you all up, because in fairness --

19 MR. GARFINKEL: Sure.

20 THE COURT: -- remember this is a 9:00, which means five  
21 minutes each side --

22 MR. GARFINKEL: I apologize --

23 THE COURT: -- not -- not --

24 MR. GARFINKEL: -- Your Honor. I'll --

25 THE COURT: -- not 20 minutes each side.

1 MR. GARFINKEL: -- just go through it. Obviously, this issue  
2 with a sale and not the real -- you know, not the real property, even if it's  
3 overturned, then he's going to get paid. In terms of sufferable --  
4 irreparable harm, no, because he's going to get paid. And we talked  
5 about CLA's irreparable harm. Thanks, Your Honor.

6 THE COURT: I appreciate it. Thank you. So counsel, real  
7 brief, like a few minutes, because in fairness, you have already had --

8 MR. SHAPIRO: I have, Your Honor.

9 THE COURT: -- an extended amount of time. Appreciate it.  
10 Thank you so much.

11 MR. SHAPIRO: I've been using 1.5 million in my prior  
12 arguments. When you look at their number, it's actually closer to 1.7  
13 million. There's no harm on a stay. The stay is designed to ensure the  
14 status quo, to preserve the status quo. That what we're asking. Stay the  
15 order confirming the arbitration award, preserve the status quo pending  
16 an appeal, let the Supreme Court take a look at this. When -- they  
17 mentioned that we didn't address likelihood of success on appeals. We  
18 did address it.

19 Federal Courts have stated that all we have to do is  
20 demonstrate an issue of merit. We don't have to prove that Your Honor  
21 was wrong. Obviously no judge is going to say yeah, I got it wrong,  
22 you're going to win on appeal. If you didn't file an amended order. We  
23 have presented enough to get to the Supreme Court and allow them to  
24 look at the issue of merit that we have identified. And when you look at  
25 the risk, there just isn't any risk. They're going to owe my client -- and

1 I'm using their number, \$1,690,375.

2 All of their alleged damage is going to be less than that,  
3 which means that even if they are successful on appeal, they will be able  
4 to deduct whatever damages they have incurred from the purchase price  
5 that they are required to pay my client. And because this property is  
6 unique, the status quo needs to be preserved, and we'd request that the  
7 stay be granted.

8 THE COURT: Okay. I do have one question. Reviewing the  
9 Court's order, there's the 14 days, right, after notice of entry of order,  
10 and I appreciate the order was filed on the 6th and the NEO didn't occur  
11 until, I think it was the 16th.

12 MR. SHAPIRO: Uh-huh.

13 THE COURT: Was the -- what does the Court -- should the  
14 Court be taking into account that the appeal was not filed until after the  
15 time had elapse, pursuant to this Court's order for enforcement with  
16 regards to any aspects on appeal --

17 MR. SHAPIRO: I --

18 THE COURT: -- and the problem with likelihood of success  
19 on the merits?

20 MR. SHAPIRO: I don't believe so, Your Honor and the reason  
21 for that is that if CLA Properties had an issue with timing, they had the  
22 appropriate relief in front of them. They could have brought a motion to  
23 compel, motion to enforce, motion for sanctions, a lot of different things.  
24 They chose not to do any of those. And so I think it's a moot point. I  
25 think the Court should consider the motion for stay on its face.

1 THE COURT: And how about the timing of when the motion  
2 to stay was filed in comparison to when the appeal was filed?

3 MR. SHAPIRO: The same response. A motion for stay can  
4 be filed at any point during the pendency of the appeal. There's no  
5 deadline. And so -- I mean, obviously they've made whatever arguments  
6 they feel --

7 THE COURT: Uh-huh.

8 MR. SHAPIRO: -- are justified, but I think Your Honor can  
9 consider the issue on its face.

10 THE COURT: Okay. This is going to be the Court's ruling.  
11 Okay. Do you all want me to cite the *Hansen* Factors, or can I just say  
12 *Hansen* Factors, and I'm evaluating all four? If you'd like me to cite all  
13 four in my analysis for each of the prongs, I'll be glad to do so, but I  
14 wouldn't in any way want that to minimize somebody's opportunities  
15 with regards to me ruling before the Court. However, this Court -- you all  
16 have fully argued it and fully briefed it, so I can just say --

17 MR. SHAPIRO: *Hansen* Factors work for us, Your Honor.

18 THE COURT: The *Hansen* Factors work for you. Petitioner?

19 MR. GARFINKEL: I understand what you're talking about,  
20 Your Honor.

21 THE COURT: Would you like me to articulate my analysis to  
22 each of the prongs or just say I've taken into consideration --

23 MR. GARFINKEL: You -- you --

24 THE COURT: -- all of the *Hansen* Factors?

25 MR. GARFINKEL: I understand what you're referring to. You

1 can just go ahead and address it, Your Honor.

2 THE COURT: No worries. I just -- okay. So you're all familiar  
3 with *Hansen* -- with Eighth Judicial District Court 116 Nevada 650, a 2000  
4 case and its subsequent progeny, and the factors the Court looks at with  
5 regards to a stay.

6 The Court would find -- well, I think likelihood of success on  
7 the merits really lies in favor of CLA for all the reasons cited in this  
8 Court's 12/6 order, its notice of entry thereof and 12/16. The Court really  
9 has to look at how has the Appellate Courts addressed requests from a  
10 stay, despite the fact that that prong is there for likelihood of success on  
11 the merits.

12 Irreparable harm issues. Since the parties have both agreed  
13 that this is not a party that's, "going to be," sold, it is an ongoing  
14 property, then the Court does have to look at the analysis of the real  
15 estate issues making it unique. And so, when I go to that factor and go  
16 to the rest of the factors set forth in *Hansen*, the Court is going to find a  
17 stay is appropriate only to this Court's order. And that's what I want to  
18 be clear. This Court's order that was done on 12/6, signed by me on  
19 12/5, I guess filed on 12/6, and then notice of entry on 12/16 only  
20 addressed the issues specifically before Department 31 here in the  
21 Eighth Judicial District Court, okay.

22 It did not go to other prongs of the operating agreement that  
23 may or may not be being litigated, arbitrated, resolved, however you'd  
24 like to phrase it in other forums, currently previously, et cetera.

25 So in that order, the Court did the following. The Court gave

1 within 14 days of the judgment a transfer of the 50 percent membership.  
2 And I'm just going to reference that's subparagraph A in the order after  
3 the Court found that it was confirming for the reasons set forth in the  
4 order incorporating the pleadings presented to the Court.

5 So obviously that 14 days has passed, but the Court would  
6 find that portion to be appropriately stayed. Subparagraph B is where  
7 the Court is going -- that's going with regards to affirming the attorney's  
8 fees award from the arbitrator. The Court is going to utilize that  
9 attorney's fees award as the appropriate bond amount. And the Court's  
10 going to give its reasoning in just a second. So when I say that the Court  
11 is staying the order, the Court is finding that the attorney's fees is going  
12 to be harm and additional.

13 It's not the status quo with regards to CLA. CLA would have  
14 been awarded that. That's why that is going to be a proper bond amount  
15 for purposes of this stay, because that's separate and apart from the  
16 property. It was something that was awarded pursuant to the  
17 contractual agreement of the parties. So that's the Court's inclination.  
18 Let me finish --

19 MR. GARFINKEL: Okay. Sure, Your Honor.

20 THE COURT: -- and then I'll be glad to answer any questions,  
21 but just so I make sure.

22 MR. GARFINKEL: Perfect. Thank you, Your Honor.

23 THE COURT: No worries. Just to make sure I go through  
24 with what I'm saying, though and then I'll be glad to clarify and --

25 MR. GARFINKEL: Fair enough.



1 THE COURT: -- answer questions. Okay. So now the  
2 question becomes whether or not the Court adds the interest, because  
3 that's also part of subparagraph B. The challenge really with the  
4 interest amount is -- I think you all have articulated that both in your oral  
5 argument and in your pleadings that that in itself rises its own -- well,  
6 this Court granted interest and this says interest, but the Court's going to  
7 find the bond amount would be the clean, clear 298,256 so as not to have  
8 an issue with regards to what interest is.

9 I'm not saying that there should be an interest, I'm not saying  
10 that the Court didn't resolve an interest. The Court's just making this  
11 very clean and clear, so that you have a discrete amount for a bond,  
12 consistent with applicable appellate case authority, balancing all the  
13 factors unique to this particular case. So with regards to obviously the  
14 staying and the vacating is kind of a redundancy in some respects,  
15 because -- since I had granted it.

16 So the Court -- with regards to some additional requests that  
17 have been made, you all have whatever your operating agreement is,  
18 whatever those terms of that operating agreement is. This Court is not  
19 modifying it in any means, other than granting the stay as to this Court's  
20 own order. What I mean by that is to the extent that the Court doesn't  
21 have the operating agreement, is not interpreting the operating  
22 agreement for purposes of this stay, but there's been some requests for  
23 relief of changing over management or what quote, access to the books  
24 means or what means having to do requests.

25 That is not before this Court for purposes of a stay motion.

1 This Court takes no opinion on that. Okay. This was a stay within those  
2 factors. However, the Court does find the stay under *Hansen* would be  
3 appropriate. A bond amount in the amount of attorney's fees really  
4 addresses the harm issue and the various factors within *Hansen*, and so  
5 that would be the appropriate bond amount, and then the stay would not  
6 be effective, until that bond would be posted. And that bond would be  
7 subject to what the parties really are going to suggest the appropriate  
8 timeframe with regards to posting of a bond.

9 And I was going to ask that question in a moment, but first I  
10 was going to see if there was any points of clarifications to questions  
11 either of the parties have. I appreciate questions or clarifications, not,  
12 please, additional argument, because that really wouldn't really be fair to  
13 everybody else who's waiting in the gallery for their turn.

14 MR. GARFINKEL: No, Your Honor. You addressed the  
15 interest matter and that's what I was concerned about.

16 THE COURT: No worries.

17 MR. SHAPIRO: The only comment I'd have, and I think  
18 you're going to go there is that --

19 THE COURT: Questions or clarifications.

20 MR. SHAPIRO: No, Your Honor.

21 THE COURT: No comments, please, because you can  
22 appreciate a comment means opens up a door to the other side --

23 MR. SHAPIRO: Yeah.

24 THE COURT: -- wanting to have an opportunity on behalf of  
25 their client to argue, and we need to be fair to all sides that the Court's

1 already made its ruling. So the only question is how many days do the  
2 parties feel would be appropriate for that bond to be posted, obviously  
3 the appeal. The stay is not effective until you get that bond and there is  
4 now a pending order, so how many days do the parties think would be  
5 appropriate, by agreement of the parties? If the parties don't agree, then  
6 the Court's going to have to pick a timeframe.

7 MR. SHAPIRO: We would request 30 days, Your Honor.

8 MR. GARFINKEL: Your Honor, they've had quite a bit of time  
9 to get a bond. They -- I don't think it should be 30 days, Your Honor. I  
10 think it should be 14 days.

11 THE COURT: The reason why the Court's going to go for 14  
12 days is because, if I don't do 14 days, realistically, they can enforce the  
13 judgment, so it really moots the purpose of this stay.

14 MR. GARFINKEL: Your Honor, in fact --

15 THE COURT: So that --

16 MR. GARFINKEL: -- we know under the local rule -- under the  
17 rules, that the stay is automatic for 30 days, okay?

18 THE COURT: It can be.

19 MR. GARFINKEL: This motion was filed even within that, so  
20 Your Honor, we could have executed already, if we wanted to.

21 THE COURT: The Court was asking those questions, since it  
22 was not specifically brought up in the pleadings that this Court would  
23 not have had the basis to rule on this from a procedural basis. The Court  
24 waited until everyone had a chance to argue, then asked a question  
25 whether that was a factor that should have been considered. So I'm

1 hearing what you're saying, but that's why this Court's going to say 14  
2 days.

3 MR. SHAPIRO: Your Honor --

4 THE COURT: And that 14 days, I have to ask --

5 MR. SHAPIRO: -- I heard what you said. I would request 21  
6 as a compromise and here's why. Number one, we haven't had any  
7 chance to get a bond, because we didn't know what bond amount. If  
8 we're talking about a \$3 million bond, that's substantially different than a  
9 \$10,000 bond. You have now set an amount. We now have to go out,  
10 get the security, the collateralization and try to find a bonding company  
11 that's going to do it. Fourteen days is going to be extremely difficult. I  
12 think 30 is reasonable, but I would request as a compromise 21.

13 MR. GARFINKEL: No, Your Honor, 14 days. They've had  
14 plenty of time.

15 THE COURT: The challenge for this Court is you have an  
16 order that says 14 days for purposes of when the transfer of the interest  
17 needed to occur. And so if this Court orders a bond anything more than  
18 what I've done is -- I would be inconsistent with this Court's own prior  
19 order, so I have to be consistent with my own prior order with regards to  
20 the transfer and so I have to do the 14 days.

21 MR. SHAPIRO: I'll put that in the order.

22 MR. GARFINKEL: Okay.

23 THE COURT: Unless the parties had otherwise stipulated to  
24 something longer, but in the absence of some agreement, the Court has  
25 to be consistent with its prior order, so --

1 MR. SHAPIRO: Thank you, Your Honor.

2 THE COURT: -- 14 days is what the Court's --

3 MR. POLSENBERG: Thank you, Your Honor.

4 MR. GARFINKEL: Your Honor, can I bring up one more  
5 matter, and I'll try to be brief? The motion on the hearing for attorney's  
6 fees was on the -- was 14 days ago. Mr. Shapiro, within a couple of  
7 days, sent us a draft order from that hearing. I did request a copy of the  
8 transcript, which I got last week. Today is the 14th day to submit the  
9 proposed order.

10 THE COURT: What day do you all need this --

11 MR. GARFINKEL: Can I have 'til the end -- till Friday, Your  
12 Honor?

13 MR. SHAPIRO: I'm fine with that.

14 THE COURT: Okay. Great.

15 MR. GARFINKEL: Thank you.

16 THE COURT: Appreciate it.

17 MR. SHAPIRO: Thank you, Your Honor.


18 THE COURT: Thank you so much. Appreciate it.

19 MR. POLSENBERG: Thank you, Your Honor.

20 THE COURT: Taken care of. Thank you.

21 [Proceedings adjourned at 9:43 a.m.]

22 ATTEST: I do hereby certify that I have truly and correctly transcribed the  
23 audio-visual recording of the proceeding in the above entitled case to the  
best of my ability.

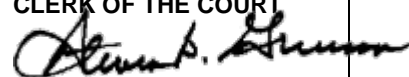
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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**NOTICE OF ENTRY OF ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S  
MOTION FOR ATTORNEY'S FEES AND COSTS**

PLEASE TAKE NOTICE that an ORDER DENYING PETITIONER CLA PROPERTIES,  
LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS, was entered in the above-entitled  
matter on the 5<sup>th</sup> day of February, 2020, a copy of which is attached hereto.

Dated this 5<sup>th</sup> day of February, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 5th day of February, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** 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 A. Bidwell

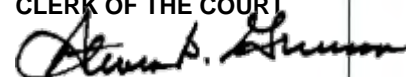
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# DISTRICT COURT

## CLARK COUNTY, NEVADA

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Date: February 4, 2020  
Time: 10:00am

Respondent.

### **ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS**

THIS MATTER having come before the Court on Petitioner CLA, PROPERTIES, LLC's ("CLA Properties") Motion for Attorney's Fees and Costs; CLA Properties appearing by and through their attorneys of record, LEVINE & GARFINKEL; Respondent SHAWN BIDSAL ("Bidsal") appearing by and through their attorneys of record, SMITH & SHAPIRO, PLLC; the Court having reviewed the papers and pleadings on file herein, having heard the arguments of counsel, the Court being fully advised in the premises, and good cause appearing, the Court finds and concludes as follows:

1. On or about June 15, 2011, CLA Properties and Bidsal signed an Operating Agreement (the "Operating Agreement") for Green Valley Commerce, LLC ("Green Valley").

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FEB 25 '20 PM 04:41

TCB

2. Section 14.1 of the Operating Agreement provides in pertinent part:

14.1 Dispute Resolution. In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement ( or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transaction arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1, et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party ....

3. Article X, Section d, of the Operating Agreement contains a choice of law provision, which provides that in all respects the Operating Agreement is governed and construed with the laws of the State of Nevada.

4. A dispute arose between CLA Properties and Bidsal, prompting CLA Properties to file a Demand for Arbitration with JAMS (the "Demand"). On page 3 of the Demand, CLA Properties recited same part of Section 14.1 outlined in paragraph 2 above, specifically referencing the United States Arbitration Act, but not citing nor relying upon the Nevada Arbitration Act.

5. An arbitration hearing was held, resulting in an arbitration award being issued in favor of CLA Properties (the "Arbitration Award").

6. On May 21, 2019, CLA Properties filed its Petition for Confirmation of Arbitration Award and Entry of Judgment (the "Petition").

7. In its Petition, CLA Properties sought confirmation of the underlying arbitration award pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq.<sup>1</sup>

<sup>1</sup> Specifically, paragraphs 11 through 16 of the Petition state:

11. Pursuant to the Operating Agreement and the Federal Arbitration Act which governs the Arbitration, Respondent CLA is entitled to obtain immediate and summary confirmation of the Award.

12. Petitioner CLA is entitled to obtain an immediate and summary confirmation of the Award. Section 14.1 of the Operating Agreement of Green Valley states as follows: "The award rendered by the arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction."

8. On December 6, 2019, this Court granted CLA Properties' Petition (the "Confirmation Order"). On page 6 of the Confirmation Order, the Court noted that: "the parties agreed the Court's decision to vacate the Award is properly governed by United States Arbitration Act, 9 U.S.C. § 9."

9. On January 3, 2020, CLA Properties filed the present Motion.

10. CLA Properties relies upon NRS 38.243, which is part of the Nevada Arbitration Act, as the legal basis on which it is seeking an award of attorney's fees.

11. Bidsal argues that NRS 38.243 does not apply because Section 14.1 of the Operating Agreement specifically states that the JAMS rules govern the procedure, while the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the substantive law.

12. Relying upon WPH Architecture, Inc. v. Vegas VP, LP, 131 Nev. Adv. Op. 88, 360 P.3d 1145 (Nev. 2015), CLA Properties argues that the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the procedure and Nevada law governs the substantive law.

13. In WPH Architecture, Inc., the Nevada Supreme Court was dealing with a situation where there were only two choices: either the AAA rules or Nevada law applied. *See WPH Architecture, Inc.*, 360 P.3d 1145. In resolving the issue, the Nevada Supreme Court concluded that Nevada law applied to the substantive legal issues and the AAA rules applied to the procedural issues. *Id.*

14. For the reasons set forth next, and applying the principles set forth in WPH Architecture, Inc., the Court finds that the JAMS rules govern the procedural law and the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the substantive law.

13. Pursuant to Section 14.1 of the Operating Agreement of Green Valley, the Arbitration is to be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

14. The Federal Arbitration Act provides that the court shall confirm the award unless the award is vacated, modified, or corrected as provided under the Federal Arbitration Act. 9 U.S.C. § 9.

15. None of the grounds available for vacating, modifying or correcting the Award are applicable.

16. Therefore, pursuant to 9 U.S.C. § 9, Petitioner CLA requests that this Court confirm and recognize the Award and enter Judgment in favor of Petitioner CLA and against Respondent Bidsal consistent with the Award.

1        15. When CLA Properties filed its Demand for Arbitration, which started the arbitration  
2 process, the only legal authorities cited by CLA Properties were the JAMS rules and the United  
3 States Arbitration Act, 9 U.S.C. § 1, et seq. CLA Properties did not cite to nor invoke the Nevada  
4 Arbitration Act.

5        16. Further, when CLA Properties filed its Petition, CLA Properties again cited to and  
6 relied upon the United States Arbitration Act, 9 U.S.C. § 1, et seq. as the governing legal authority.

7        17. By citing to and relying on the United States Arbitration Act, 9 U.S.C. § 1, et seq.  
8 when it initiated the arbitration proceedings and again when it filed the Petition, CLA Properties did  
9 not invoke the Nevada Arbitration Act, but sought relief under the United States Arbitration Act, 9  
10 U.S.C. § 1, et seq.

11        18. As such, both the Arbitration Award and the order granting the Petition were based  
12 upon United States Arbitration Act, 9 U.S.C. § 1, et seq., as opposed to the Nevada Arbitration Act.

13        19. Further, because CLA Properties never invoked the Nevada Arbitration Act as a basis  
14 on which the Petition should be confirmed, the Nevada Arbitration Act was not before the Court.

15        20. Applying WPH Architecture, Inc. to the facts of this case, the JAMS rules governed  
16 the procedural law, while the United States Arbitration Act, 9 U.S.C. § 1, et seq. governed the  
17 substantive law.

18        21. Having determined that the United States Arbitration Act, 9 U.S.C. § 1, et seq.  
19 governs the substantive law, the next question is whether attorneys fees are allowed under the United  
20 States Arbitration Act, 9 U.S.C. § 1, et seq.

21        22. Applying the reasoning set forth in Crossville Medical Oncology, P.C. v. Glenwood  
22 Systems, LLC, 610 Fed Appx. 464 (6<sup>th</sup> Cir. 2015) to the facts of this case, the Court concludes that  
23 there is no basis on which to enter an award of attorneys fees.

24 \\\

25 \\\

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1 NOW THEREFORE:

2 23. IT IS HEREBY ORDERED that CLA Properties' Motion is DENIED.

3 IT IS SO ORDERED this 2 day of February, 2020.

4 *mal*

5 *JOANNA S. KISHNER*

6 DISTRICT COURT JUDGE

7 Respectfully Submitted by:

8 SMITH & SHAPIRO, PLLC

Approved as to Form:

LEVINE & GARFINKEL

*Declined to sign*

9  
10 *James E. Shapiro, Esq.*  
11 *Nevada Bar No. 7907*  
12 *Andrew S. Blaylock, Esq.*  
13 *Nevada Bar No. 13666*  
14 *3333 E. Serene Ave., Suite 130*  
15 *Henderson, NV 89074*  
16 *Attorneys for Shawn Bidsal*

17 *Louis E. Garfinkel, Esq.*  
18 *Nevada Bar No. 3416*  
19 *1671 W. Horizon Ridge Pkwy., Suite 230*  
20 *Henderson, NV 89012*  
21 *Attorneys for CLA Properties, LLC*

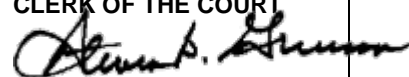
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*Attorneys for Respondent, SHAWN BIDSAL*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**AMENDED NOTICE OF ENTRY OF ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS**

PLEASE TAKE NOTICE that an ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS, was entered in the above-entitled matter on the 5<sup>th</sup> day of **March**, 2020, a copy of which is attached hereto.

Dated this 5<sup>th</sup> day of **March**, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.  
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Aimee M. Cannon, Esq.  
Nevada Bar No. 11780  
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*Attorneys for Respondent, Shawn Bidsal*

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 6th day of March, 2020, I served a true and correct copy of the foregoing **AMENDED NOTICE OF ENTRY OF ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS** 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 A. Bidwell

An employee of Smith & Shapiro, PLLC

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# DISTRICT COURT

## CLARK COUNTY, NEVADA

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Date: February 4, 2020  
Time: 10:00am

Respondent.

### **ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS**

THIS MATTER having come before the Court on Petitioner CLA, PROPERTIES, LLC's ("CLA Properties") Motion for Attorney's Fees and Costs; CLA Properties appearing by and through their attorneys of record, LEVINE & GARFINKEL; Respondent SHAWN BIDSAL ("Bidsal") appearing by and through their attorneys of record, SMITH & SHAPIRO, PLLC; the Court having reviewed the papers and pleadings on file herein, having heard the arguments of counsel, the Court being fully advised in the premises, and good cause appearing, the Court finds and concludes as follows:

1. On or about June 15, 2011, CLA Properties and Bidsal signed an Operating Agreement (the "Operating Agreement") for Green Valley Commerce, LLC ("Green Valley").

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2. Section 14.1 of the Operating Agreement provides in pertinent part:

14.1 Dispute Resolution. In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement ( or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transaction arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1, et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party ....

3. Article X, Section d, of the Operating Agreement contains a choice of law provision, which provides that in all respects the Operating Agreement is governed and construed with the laws of the State of Nevada.

4. A dispute arose between CLA Properties and Bidsal, prompting CLA Properties to file a Demand for Arbitration with JAMS (the "Demand"). On page 3 of the Demand, CLA Properties recited same part of Section 14.1 outlined in paragraph 2 above, specifically referencing the United States Arbitration Act, but not citing nor relying upon the Nevada Arbitration Act.

5. An arbitration hearing was held, resulting in an arbitration award being issued in favor of CLA Properties (the "Arbitration Award").

6. On May 21, 2019, CLA Properties filed its Petition for Confirmation of Arbitration Award and Entry of Judgment (the "Petition").

7. In its Petition, CLA Properties sought confirmation of the underlying arbitration award pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq.<sup>1</sup>

<sup>1</sup> Specifically, paragraphs 11 through 16 of the Petition state:

11. Pursuant to the Operating Agreement and the Federal Arbitration Act which governs the Arbitration, Respondent CLA is entitled to obtain immediate and summary confirmation of the Award.

12. Petitioner CLA is entitled to obtain an immediate and summary confirmation of the Award. Section 14.1 of the Operating Agreement of Green Valley states as follows: "The award rendered by the arbitrator shall be final and not subject to judicial review, and judgment thereon may be entered in any court of competent jurisdiction."

8. On December 6, 2019, this Court granted CLA Properties' Petition (the "Confirmation Order"). On page 6 of the Confirmation Order, the Court noted that: "the parties agreed the Court's decision to vacate the Award is properly governed by United States Arbitration Act, 9 U.S.C. § 9."

9. On January 3, 2020, CLA Properties filed the present Motion.

10. CLA Properties relies upon NRS 38.243, which is part of the Nevada Arbitration Act, as the legal basis on which it is seeking an award of attorney's fees.

11. Bidsal argues that NRS 38.243 does not apply because Section 14.1 of the Operating Agreement specifically states that the JAMS rules govern the procedure, while the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the substantive law.

12. Relying upon WPH Architecture, Inc. v. Vegas VP, LP, 131 Nev. Adv. Op. 88, 360 P.3d 1145 (Nev. 2015), CLA Properties argues that the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the procedure and Nevada law governs the substantive law.

13. In WPH Architecture, Inc., the Nevada Supreme Court was dealing with a situation where there were only two choices: either the AAA rules or Nevada law applied. *See WPH Architecture, Inc.*, 360 P.3d 1145. In resolving the issue, the Nevada Supreme Court concluded that Nevada law applied to the substantive legal issues and the AAA rules applied to the procedural issues. *Id.*

14. For the reasons set forth next, and applying the principles set forth in WPH Architecture, Inc., the Court finds that the JAMS rules govern the procedural law and the United States Arbitration Act, 9 U.S.C. § 1, et seq. governs the substantive law.

13. Pursuant to Section 14.1 of the Operating Agreement of Green Valley, the Arbitration is to be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

14. The Federal Arbitration Act provides that the court shall confirm the award unless the award is vacated, modified, or corrected as provided under the Federal Arbitration Act. 9 U.S.C. § 9.

15. None of the grounds available for vacating, modifying or correcting the Award are applicable.

16. Therefore, pursuant to 9 U.S.C. § 9, Petitioner CLA requests that this Court confirm and recognize the Award and enter Judgment in favor of Petitioner CLA and against Respondent Bidsal consistent with the Award.

1        15. When CLA Properties filed its Demand for Arbitration, which started the arbitration  
2 process, the only legal authorities cited by CLA Properties were the JAMS rules and the United  
3 States Arbitration Act, 9 U.S.C. § 1, et seq. CLA Properties did not cite to nor invoke the Nevada  
4 Arbitration Act.

5        16. Further, when CLA Properties filed its Petition, CLA Properties again cited to and  
6 relied upon the United States Arbitration Act, 9 U.S.C. § 1, et seq. as the governing legal authority.

7        17. By citing to and relying on the United States Arbitration Act, 9 U.S.C. § 1, et seq.  
8 when it initiated the arbitration proceedings and again when it filed the Petition, CLA Properties did  
9 not invoke the Nevada Arbitration Act, but sought relief under the United States Arbitration Act, 9  
10 U.S.C. § 1, et seq.

11        18. As such, both the Arbitration Award and the order granting the Petition were based  
12 upon United States Arbitration Act, 9 U.S.C. § 1, et seq., as opposed to the Nevada Arbitration Act.

13        19. Further, because CLA Properties never invoked the Nevada Arbitration Act as a basis  
14 on which the Petition should be confirmed, the Nevada Arbitration Act was not before the Court.

15        20. Applying WPH Architecture, Inc. to the facts of this case, the JAMS rules governed  
16 the procedural law, while the United States Arbitration Act, 9 U.S.C. § 1, et seq. governed the  
17 substantive law.

18        21. Having determined that the United States Arbitration Act, 9 U.S.C. § 1, et seq.  
19 governs the substantive law, the next question is whether attorneys fees are allowed under the United  
20 States Arbitration Act, 9 U.S.C. § 1, et seq.

21        22. Applying the reasoning set forth in Crossville Medical Oncology, P.C. v. Glenwood  
22 Systems, LLC, 610 Fed Appx. 464 (6<sup>th</sup> Cir. 2015) to the facts of this case, the Court concludes that  
23 there is no basis on which to enter an award of attorneys fees.

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1 NOW THEREFORE:

2 23. IT IS HEREBY ORDERED that CLA Properties' Motion is DENIED.

3 IT IS SO ORDERED this 2 day of February, 2020.

4 *msd*

5 *JOANNA S. KISHNER*

6 DISTRICT COURT JUDGE

7 Respectfully Submitted by:

8 SMITH & SHAPIRO, PLLC

Approved as to Form:

LEVINE & GARFINKEL

9  
10 *[Signature]*  
11 James E. Shapiro, Esq.  
12 Nevada Bar No. 7907  
13 Andrew S. Blaylock, Esq.  
14 Nevada Bar No. 13666  
15 3333 E. Serene Ave., Suite 130  
16 Henderson, NV 89074  
17 Attorneys for Shawn Bidsal

*Declined to sign*

18 Louis E. Garfinkel, Esq.  
19 Nevada Bar No. 3416  
20 1671 W. Horizon Ridge Pkwy., Suite 230  
21 Henderson, NV 89012  
22 Attorneys for CLA Properties, LLC

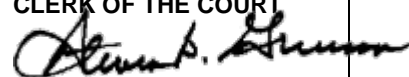
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*Attorneys for Respondent, SHAWN BIDSAL*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S  
MOTION FOR STAY PENDING APPEAL**

PLEASE TAKE NOTICE that an ORDER GRANTING RESPONDENT'S MOTION FOR  
STAY PENDING APPEAL, was entered in the above-entitled matter on the 10<sup>th</sup> day of March,  
2020, a copy of which is attached hereto.

Dated this 10th day of March, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro  
James E. Shapiro, Esq.  
Nevada Bar No. 7907  
Aimee M. Cannon, Esq.  
Nevada Bar No. 11780  
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*Attorneys for Respondent, Shawn Bidsal*

SMITH & SHAPIRO, PLLC

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 10th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING 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 A. Bidwell

An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC

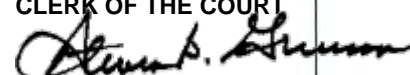
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Attorneys for Respondent, SHAWN BIDSAL

# 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

DEPARTMENT XXXI  
NOTICE OF HEARING  
DATE 6/9/20 TIME 9:00am  
APPROVED BY SC  
PLEASE FILE WITH MASTER  
CALENDAR

Date: February 18, 2020  
Time: 9:00am

### ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL

THIS MATTER having come before the Court on Respondent SHAWN BIDSAL's ("Bidsal") Motion for Stay Pending Appeal (the "Motion"), Petitioner CLA PROPERTIES, LLC's ("CLA Properties") appearing by and through their attorneys of record, LEVINE & GARFINKEL; Respondent Bidsal appearing by and through his attorneys of record, SMITH & SHAPIRO, PLLC; the Court having reviewed the papers and pleadings on file herein, having heard the arguments of counsel, the Court being fully advised in the premises, and good cause appearing, the Court finds and concludes as follows:

1. In deciding whether to issue a stay, the Court considered the following factors: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied; (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition. Hansen v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000).

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1           2.       After considering the evidence and arguments presented by the parties, the Court finds  
2 that the first three Hansen factors weigh in favor of granting the requested stay, and that while the  
3 fourth Hansen factor weighs against the requested stay, when considering all of the facts together as a  
4 whole, a stay is proper and warranted.

5           3.       After considering the evidence and arguments presented by the parties, the Court finds  
6 that a supersedeas bond is required as provided for in NRCP 62, and that, in light of the totality of the  
7 circumstances, the amount of the supersedeas bond should equal the amount of attorneys fees awarded  
8 by the arbitrator in the underlying arbitration award, which was \$298,256.00.

9           NOW THEREFORE:

10          4.       IT IS HEREBY ORDERED that Bidsal's Motion is GRANTED on the terms set forth  
11 herein.

12          5.       IT IS FURTHER ORDERED that, upon the posting of the Bond, the Court's ORDER  
13 CONFIRMING PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY  
14 OF JUDGMENT AND DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION  
15 TO VACATE THE ARBITRATOR'S AWARD entered on December 6, 2019 (the "Confirmation  
16 Order"), and all enforcement thereof, is hereby STAYED, pending a final resolution of the pending  
17 appeal, identified as Supreme Court case number 804727.

18          6.       IT IS FURTHER ORDERED that the scope of the stay being imposed is limited solely  
19 to a stay of the Confirmation Order.

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7. IT IS FURTHER ORDERED that Respondent Bidsal shall post a supersedeas bond, or cash in lieu of a bond, in the amount of \$298,256.00 (the "Bond") within fourteen (14) days of entry of this order. The stay imposed by this order shall be effective only upon the posting of the Bond or cash in lieu of the Bond.

IT IS SO ORDERED this 3 day of February, 2020.

JOANNA S. KISHNER

DISTRICT COURT JUDGE

Respectfully Submitted by:

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.  
Nevada Bar No. 7907  
Andrew S. Blaylock, Esq.  
Nevada Bar No. 13666  
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*Attorneys for Shawn Bidsal*

Approved as to Form:

LEVINE & GARFINKEL

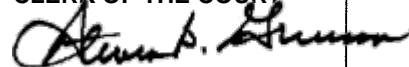
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*Attorneys for CLA Properties, LLC*

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**NOAS**

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Tel: (702) 673-1612  
Fax: (702) 735-2198  
Email: lgarfinkel@lgealaw.com  
*Attorneys for Petitioner CLA Properties LLC*

**DISTRICT COURT****CLARK COUNTY, NEVADA**

CLA PROPERTIES LLC, a limited liability  
company,

Case No.: A-19-795188-P

Dept.: 31

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**NOTICE OF APPEAL**

Notice is hereby given that Petitioner CLA Properties LLC hereby appeals to the Supreme Court of Nevada from the District Court's Order Denying Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs entered on March 5, 2020.

Dated this 13<sup>th</sup> day of March, 2020.

LEVINE & GARFINKEL

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) 735-2198  
Email: lgarfinkel@lgealaw.com  
*Attorneys for Petitioner CLA Properties LLC*



1 **CERTIFICATE OF SERVICE**

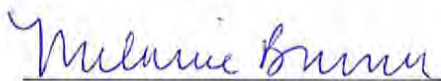
2 Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee  
3 of LEVINE & GARFINKEL, and that on the 13<sup>th</sup> day of March, 2020, I caused the foregoing  
4 **NOTICE OF APPEAL** to be served as follows:

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

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

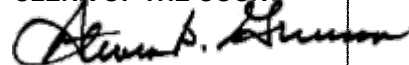
9 ☒ pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic  
10 service to:  
11

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

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Melanie Bruner, an employee of  
LEVINE & GARFINKEL

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

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

CLA PROPERTIES LLC, a limited liability  
company,

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**CASE APPEAL STATEMENT**

**1. Name of appellant filing case appeal statement:** Petitioner CLA Properties LLC.

**2. Identify the judge issuing the decision, judgment, or order appealed from:**

The Honorable Joanna A. Kishner, Department No. 31.

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

**appellant:** Appellant: CLA Properties LLC

Appellant's counsel: Louis E. Garfinkel, Esq.  
Levine & Garfinkel  
1671 W. Horizon Ridge Pkwy, Suite 230  
Henderson, NV 89012

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



Respondent: Shawn Bidsal

Respondent's appellate counsel: James E. Shapiro, Esq.  
Aimee M. Cannon, Esq.  
Smith & Shapiro, PLLC  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074

Daniel Polsenberg, Esq.  
Abraham Smith, Esq.  
Lewis Roca Rothgerber Christie, LLP  
3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV

Respondent's trial counsel: James E. Shapiro, Esq.  
Aimee M. Cannon, Esq.  
Smith & Shapiro, PLLC  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074

**5. Indicate whether any attorney identified above in response to questions 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 (attached a copy of any district court order granting such permission: N/A**

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

**7. Indicated whether appellant is represented 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:** Petitioner CLA Properties LLC ("CLA") and Respondent Shawn Bidsal ("Bidsal") are members of Green Valley Commerce, LLC ("Green Valley"), a Nevada limited

1 liability company. The Green Valley Operating Agreement contains a buy-sell provision.

2 A dispute arose between Petitioner CLA and Respondent Bidsal regarding the buy-sell  
3 provision in the Operating Agreement, and on September 26, 2017, Petitioner CLA filed a  
4 Demand for Arbitration with JAMS in accordance with the Green Valley Operating Agreement.

5 The Arbitration was held on May 8-9, 2018, and on April 4, 2019, the Arbitrator, the  
6 Honorable Judge Stephen Haberfeld, entered a Final Award (the "Award"). Judge Haberfeld  
7 found in favor of Petitioner CLA with respect to the buy-sell dispute, and further awarded  
8 Petitioner CLA attorney's fees and costs in the amount of \$298,256.00.

9 On April 9, 2019, Respondent Bidsal filed a Motion to Vacate Arbitration Award in the  
10 United States District Court, District of Nevada, Case No. 2:19-cv-00506-APG-BNW. On June  
11 24, 2019, the Federal District Court entered an Order dismissing the matter for lack of subject  
12 matter jurisdiction.

13 On May 21, 2019, Petitioner CLA filed its Petition for Confirmation of Arbitration Award  
14 and Entry of Judgment with the above court. On July 15, 2019, Respondent Bidsal filed his  
15 Opposition and Counter-Petition to Vacate Arbitration Award.

16 On December 6, 2019, the District Court entered its Order Granting Petition for  
17 Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition  
18 and Counter-Petition to Vacate the Arbitrator's Award. The District Court confirmed the  
19 Award. A Notice of Entry of the District Court's Order was served and filed on December 16,  
20 2019.

21 On January 3, 2020, Petitioner CLA filed its Motion for Attorney's Fees and Costs which  
22 was opposed by Respondent Bidsal. On March 5, 2020, the District Court entered its Order  
23 Denying Petitioner CLA Properties LLC's Motion for Attorney's Fees and Costs, and the Notice  
24 of Entry of the District Court's Order was served and filed on that same date. Appellant CLA is  
25 appealing the District Court's Order denying its Motion for Attorney's Fees and Costs.

26 **11. Indicate whether the case has previously been the subject of an appeal or to**  
27 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court**  
28 **docket number of the prior proceeding:** This case is currently on appeal to the Supreme Court

1 of Nevada, Case No. 80427.

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

4 **13. If this is a civil case, indicate whether this appeal involves the possibility of**  
5 **settlement:** This is a civil case and settlement is possible. A Supreme Court of Nevada NRAP  
6 16 Settlement Conference has been scheduled for March 30, 2020 in Case No. 80427.

7  
8 Dated this 13<sup>th</sup> day of March, 2020.

9  
10 LEVINE & GARFINKEL

11  
12 By: 

13 Louis E. Garfinkel, Esq. (Nevada Bar No. 3416)  
14 1671 W. Horizon Ridge Pkwy, Suite 230  
15 Henderson, NV 89012  
16 Tel: (702) 673-1612 / Fax: (702) 735-2198  
17 Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)  
18 *Attorneys for Petitioner CLA Properties LLC*  
19  
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**CERTIFICATE OF SERVICE**

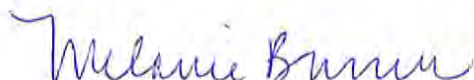
Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 13<sup>th</sup> day of March, 2020, I caused the foregoing **CASE APPEAL STATEMENT** to be served as follows:

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

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

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

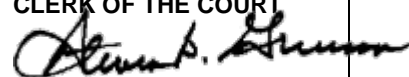
James E. Shapiro, Esq.  
Nevada Bar No. 7907  
Aimee M. Cannon, Esq.  
Nevada Bar No. 11780  
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E: [jshapiro@smithshapiro.com](mailto:jshapiro@smithshapiro.com)  
[sherbert@smithshapiro.com](mailto:sherbert@smithshapiro.com)  
*Attorneys for Respondent Shawn Bidsal*

  
\_\_\_\_\_  
Melanie Bruner, an employee of  
LEVINE & GARFINKEL

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Electronically Filed  
3/20/2020 10:51 AM  
Steven D. Grierson  
CLERK OF THE COURT



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

# **DISTRICT COURT**

## **CLARK COUNTY, NEVADA**

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

### **NOTICE OF POSTING CASH IN LIEU OF BOND**

NOTICE IS HEREBY GIVEN that on March 13, 2020, Respondent, SHAWN BIDSAL, posted with the Court, cash in lieu of bond in the amount of Two Hundred Ninety-Eight Thousand Two Hundred Fifty-Six and No/100 Dollars (\$298,256.00). A true and correct copy of the Receipt thereof is attached hereto as *Exhibit "I"* and incorporated herein by this reference.

Dated this 20<sup>th</sup> day of March, 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*

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130

Henderson, NV 89074

O:(702)318-5033 F:(702)318-5034

003075

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20<sup>th</sup> day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF POSTING CASH IN LIEU OF BOND** 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 A. Bidwell

An employee of Smith & Shapiro, PLLC

9/0300  
SMITH & SHAPIRO, PLLC  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

003076

# EXHIBIT 1

003077

003077

# EXHIBIT 1



**OFFICIAL RECEIPT**

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor  
Shahram BidsalReceipt No.  
**2020-15611-CCCLK**Transaction Date  
03/13/2020

Description	Amount Paid
-------------	-------------

On Behalf Of Bidsal, Shawn  
A-19-795188-P  
In the Matter of the Petition of CLA Properties LLC  
Supersedeas Bond

Supersedeas Bond	298,256.00
<b>SUBTOTAL</b>	<b>298,256.00</b>

**PAYMENT TOTAL** **298,256.00**

Check (Ref #1325) Tendered	298,256.00
Total Tendered	<b>298,256.00</b>
Change	0.00

Order filed 3/10/20

03/13/2020  
11:45 AMCashier  
Station AIKOAudit  
37401597**OFFICIAL RECEIPT**