

Electronically Filed
Mar 19 2020 01:31 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

NOAS

Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
LEVINE & GARFINKEL
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

**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.

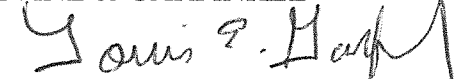
NOTICE OF APPEAL

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 13th 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 13th day of March, 2020, I caused the foregoing
4 **NOTICE OF APPEAL** to be served as follows:

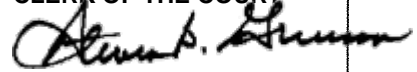
5 [] by placing a true and correct copy of the same to be deposited for mailing in the US Mail
6 at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully
7 prepaid; and/or

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

9 [X] 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
21 sherbert@smithshapiro.com
22 *Attorneys for Respondent Shawn Bidsal*
23
24
25
26
27
28


Melanie Bruner, an employee of
LEVINE & GARFINKEL



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
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.

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 13th 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
18 *Attorneys for Petitioner CLA Properties LLC*
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

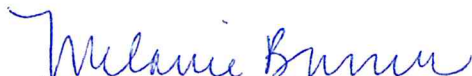
2 Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee
3 of LEVINE & GARFINKEL, and that on the 13th day of March, 2020, I caused the foregoing
4 **CASE APPEAL STATEMENT** to be served as follows:

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

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

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

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
21 sherbert@smithshapiro.com
22 *Attorneys for Respondent Shawn Bidsal*

23
24
25
26
27
28


Melanie Bruner, an employee of
LEVINE & GARFINKEL

CASE SUMMARY**CASE NO. A-19-795188-P****In the Matter of the Petition of
CLA Properties LLC**§
§
§
§
§
§Location: **Department 31**
Judicial Officer: **Kishner, Joanna S.**
Filed on: **05/21/2019**
Case Number History:
Cross-Reference Case Number: **A795188**
Supreme Court No.: **80427****CASE INFORMATION****Statistical Closures**

12/30/2019 Judgment on Arbitration

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

05/21/2019



Petition for Confirmation

Filed by: Petitioner CLA Properties LLC

Petition for Confirmation of Arbitration Award and Entry of Judgment

05/21/2019



Initial Appearance Fee Disclosure

Filed By: Petitioner CLA Properties LLC

Initial Appearance Fee

05/21/2019



Summons Electronically Issued - Service Pending

Party: Petitioner Levine & Garfinkel

Summons

05/22/2019



Clerk's Notice of Hearing

Notice of Hearing

05/28/2019



Affidavit of Service

CASE SUMMARY














CASE NO. A-19-795188-P

	Filed By: Petitioner CLA Properties LLC <i>Affidavit of Service (Shawn Bidsal)</i>
05/28/2019	 Peremptory Challenge Filed by: Respondent Bidsal, Shawn <i>Peremptory Challenge of Judge</i>
05/28/2019	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
06/20/2019	 Stipulation and Order Filed by: Respondent Bidsal, Shawn <i>Stipulation and Order to Stay Proceedings</i>
06/21/2019	 Notice of Entry of Stipulation and Order Filed By: Respondent Bidsal, Shawn <i>Notice of Entry of Stipulation and Order to Stay Proceedings</i>
06/25/2019	 Notice of Entry of Order Filed By: Petitioner CLA Properties LLC <i>Notice of Entry of Order Granting Motion to Dismiss and Entry of Judgment</i>
07/15/2019	 Opposition Filed By: Respondent Bidsal, Shawn <i>Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 1</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 2</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 3 - Part 1</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 3 - Part 2</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 4</i>
07/15/2019	 Appendix Filed By: Respondent Bidsal, Shawn <i>Appendix - Part 5</i>
08/05/2019	 Memorandum of Points and Authorities Filed By: Petitioner CLA Properties LLC <i>CLA's Memorandum of Points and Authorities in Support of Petition for Confirmation of</i>

CASE SUMMARY

CASE NO. A-19-795188-P

Arbitration Award and in Opposition to Counter-Petition to Vacate Award

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

CASE SUMMARY

CASE NO. A-19-795188-P

Denying Respondent's Opposition and Counterpetition to Vacate the Arbitration Award

12/16/2019



Notice of Entry of Order

Filed By: Petitioner CLA Properties LLC

Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award

12/30/2019



Order to Statistically Close Case

Civil Order to Statistically Close Case

01/03/2020



Motion for Attorney Fees and Costs

Filed By: Petitioner CLA Properties LLC

Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs

01/03/2020



Affidavit in Support of Attorney Fees

Filed By: Petitioner CLA Properties LLC

Affidavit of Rodney T. Lewin, Esq., in Support of CLA Properties, LLC's Motion for Attorney's Fees and Costs

01/03/2020



Affidavit in Support of Attorney Fees

Filed By: Petitioner CLA Properties LLC

Affidavit of Louis E. Garfinkel, Esq. in Support of CLA Properties, LLC's Motion for Attorney's Fees and Costs

01/03/2020



Clerk's Notice of Hearing

Notice of Hearing

01/09/2020



Notice of Appeal

Filed By: Respondent Bidsal, Shawn

Notice of Appeal

01/09/2020



Case Appeal Statement

Case Appeal Statement

01/17/2020



Motion

Filed By: Respondent Bidsal, Shawn

Respondent's Motion for Stay Pending Appeal

01/17/2020



Opposition to Motion

Filed By: Respondent Bidsal, Shawn

Respondent's Opposition to Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs

01/17/2020



Clerk's Notice of Hearing

Notice of Hearing

01/27/2020



Reply in Support

Filed By: Petitioner CLA Properties LLC

Petitioner CLA Properties, LLC's Reply in Support of Motion for Attorney's Fees and Costs

01/27/2020



Affidavit in Support of Attorney Fees

Filed By: Petitioner CLA Properties LLC

Affidavit of Louis E. Garfinkel, Esq., In Support of CLA Properties, LLC's Reply in Support of

CASE SUMMARY

CASE NO. A-19-795188-P

Motion for Attorney's Fees and Costs

01/27/2020



Affidavit in Support of Attorney Fees

Filed By: Petitioner CLA Properties LLC

Supplemental Affidavit of Rodney T. Lewin in Support of CLA Properties, LLC's Motion for Attorney's Fees and Costs

01/31/2020



Opposition to Motion

Filed By: Petitioner CLA Properties LLC

Petitioner CLA Properties, LLC's Opposition To Respondent Shawn Bidsal's Motion For Stay Pending Appeal

01/31/2020



Affidavit

Filed By: Petitioner CLA Properties LLC

Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal

02/11/2020



Reply to Opposition

Filed by: Respondent Bidsal, Shawn

Respondent's Reply to CLA Properties, LLC's Opposition to Motion for Stay Pending Appeal

02/13/2020



Recorders Transcript of Hearing

Transcript: Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs 2/4/20

03/03/2020



Recorders Transcript of Hearing

Recorder's Transcript of Pending Motions 2/18/20

03/05/2020



Order Denying Motion

Filed By: Respondent Bidsal, Shawn

Order Denying Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs

03/05/2020



Notice of Entry of Order

Filed By: Respondent Bidsal, Shawn

Notice of Entry of Order Denying Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs

03/06/2020



Amended Notice of Entry of Order

Amended Notice of Entry of Order Denying Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs

03/10/2020



Order Granting Motion

Filed By: Respondent Bidsal, Shawn

Order Granting Respondent's Motion for Stay Pending Appeal

03/10/2020



Notice of Entry of Order

Filed By: Respondent Bidsal, Shawn

Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal

03/13/2020



Notice of Appeal

Filed By: Petitioner CLA Properties LLC

Notice of Appeal

03/13/2020



Case Appeal Statement

Case Appeal Statement

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


DISPOSITIONS

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

HEARINGS


09/10/2019 **Petition** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
Petition for Confirmation of Arbitration Award and Entry of Judgment
Pursuant to faxed request from counsel
Off Calendar;

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

09/10/2019  **All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna S.)
All Pending Motions (9/10/2019)
Matter Heard;
Journal Entry Details:
PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD Court noted non-compliance with EDCR 2.20 (g) and EDCR 7.26 having occurred by counsel, due to courtesy copies of pleadings not having been provided by counsel to the Court, as required. Mr. Garfinkel acknowledged the non-compliance; and apologized to the Court for not providing courtesy copies in a timely manner. Court reminded the parties everybody needs to comply with the rules. Statements by counsel as to the conversation made to the law clerk by himself regarding his experience and views on courtesy copy requirements, prior to today's hearing. Court provided an analysis on the rules and requirements. Mr. Garfinkel requested to continue the hearing, to provide exhibits to the Court, and to set a new date on the matter; and argued in support of relief requested. Mr. Garfinkel apologized to opposing counsel for having him come down for the hearing today. Mr. Shapiro made no objection. Discussions as to this matter having been heavily litigated at arbitration. Matter OFF CALENDAR, as parties agreed to not proceed forward today with the hearing, and will get a new date to have the matter set on calendar. Counsel for Petitioner to provide exhibits to the Court within 5 days before such scheduled hearing.;

11/12/2019 **Petition** (1:00 PM) (Judicial Officer: Kishner, Joanna S.)
Petition for Confirmation of Arbitration Award and Entry of Judgment
Granted;




11/12/2019 **Opposition and Countermotion** (1:00 PM) (Judicial Officer: Kishner, Joanna S.)
Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award
Denied;

11/12/2019  **All Pending Motions** (1:00 PM) (Judicial Officer: Kishner, Joanna S.)
All Pending Motions (11/12/19)
Matter Heard;
Journal Entry Details:
PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT...RESPONDENT'S OPPOSITION TO CLA'S PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND COUNTERPETITION TO VACATE ARBITRATION AWARD Matter fully briefed. Extensive arguments were made by counsel. Upon Court's inquiry, both sides confirmed this Court has jurisdiction. COURT ORDERED, matter SET for status check in Chambers for written decision to issue. 11/15/19

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-795188-P

	<i>STATUS CHECK: DECISION (CHAMBERS);</i>
12/06/2019	 Decision (3:00 AM) (Judicial Officer: Kishner, Joanna S.) For Decision Decision Made; Journal Entry Details: <i>Decision filed and served separately.;</i>
02/04/2020	 Motion for Attorney Fees and Costs (10:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs</i> Motion Denied; Journal Entry Details: <i>PETITIONER CLA PROPERTIES, LLA'S MOTION FOR ATTORNEY'S FEES AND COSTS</i> <i>Court reviewed the procedural history of the case. Arguments by counsel. COURT stated its findings and ORDERED, Petitioner's Motion DENIED. Mr. Shapiro to prepare the Order. ;</i>
02/18/2020	 Motion For Stay (9:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>Respondent's Motion for Stay Pending Appeal</i> Stayed; Journal Entry Details: <i>RESPONDENT'S MOTION FOR STAY PENDING APPEAL Mr. Polsenberg argued in support thereof. Arguments by Mr. Garfinkel in opposition thereto. COURT stated its findings under the Hansen factors and ORDERED, the stay is appropriate only to this Court's order that was done on 12/6/2020 which addressed the issues in front of District Court, Department XXXI. Court stated its inclination and noted it is going to affirm the bond amount and utilize the attorney's fee amount awarded by the arbitrator as the appropriate bond amount, \$298,256.00. Court specified it is not modifying the operating agreement for the purposes of this stay. COURT FURTHER ORDERED, Respondent to post the bond in 14 days. Mr. Garfinkel to prepare the Order.;</i>
06/09/2020	Status Check (9:00 AM) (Judicial Officer: Kishner, Joanna S.) <i>Status Check Re: Stay</i>

DATE	FINANCIAL INFORMATION
	Petitioner Levine & Garfinkel Total Charges 283.00 Total Payments and Credits 283.00 Balance Due as of 3/17/2020 0.00
	Petitioner CLA Properties LLC Total Charges 24.00 Total Payments and Credits 24.00 Balance Due as of 3/17/2020 0.00
	Respondent Bidsal, Shawn Total Charges 505.50 Total Payments and Credits 505.50 Balance Due as of 3/17/2020 0.00
	Respondent Bidsal, Shawn Appeal Bond Balance as of 3/17/2020 500.00
	Respondent Bidsal, Shawn Supersedeas Bond Balance as of 3/17/2020 298,256.00

DISTRICT COURT CIVIL COVER SHEET

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

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

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

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

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

Civil Case Filing Types

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

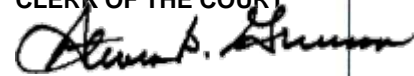
Business Court filings should be filed using the Business Court civil coversheet.

May 21, 2019

Date

Signature of initiating party or representative

See other side for family-related case filings.



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,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

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

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

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").

\\

\\

\\

FEB 25 '20 PM 04:41*



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.¹

¹ 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."

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

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

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

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

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

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

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

22
23
24 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.

25 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.

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

27 16. Therefore, pursuant to 9 U.S.C. § 9, Petitioner CLA requests that this Court confirm and recognize
28 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 (6th 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 \\\

26 \\\

27 \\\

28 \\\

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 
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

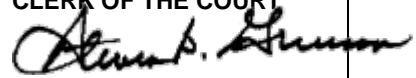
18 Louis E. Garfinkel, Esq.
19 Nevada Bar No. 3416
20 1671 W. Horizon Ridge Pkwy., Suite 230
21 Henderson, NV 89012
22 Attorneys for CLA Properties, LLC

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130

Henderson, NV 89074

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



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,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

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

**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 5th day of February, 2020, a copy of which is attached hereto.

Dated this 5th day of February, 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

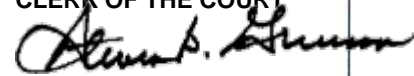
O:(702)318-5033 F:(702)318-5034

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

An employee of Smith & Shapiro, PLLC



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
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,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

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

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

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").

\\

\\

\\

FEB 25 '20 PM04:41*



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.¹

¹ 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."

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

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

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

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

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

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

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

22
23
24 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.

25 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.

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

27 16. Therefore, pursuant to 9 U.S.C. § 9, Petitioner CLA requests that this Court confirm and recognize
28 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 (6th 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 \\\

26 \\\

27 \\\

28 \\\

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 *[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

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

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130

Henderson, NV 89074

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

September 10, 2019

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

September 10, 2019 9:00 AM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Susan Botzenhart

RECORDER: Sandra Harrell

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

November 12, 2019

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

November 12, 2019 1:00 PM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Susan Botzenhart

RECORDER: Sandra Harrell

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

December 06, 2019

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

December 06, 2019 3:00 AM Decision

HEARD BY: Kishner, Joanna S.

COURTROOM: Chambers

COURT CLERK: Susan Botzenhart

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Decision filed and served separately.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

February 04, 2020

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

**February 04, 2020 10:00 AM Motion for Attorney Fees
and Costs**

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Rem Lord

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT: Garfinkel, Louis E. Attorney
 Polsenberg, Daniel F. Attorney

JOURNAL ENTRIES

- PETITIONER CLA PROPERTIES, LLA'S MOTION FOR ATTORNEY'S FEES AND COSTS

Court reviewed the procedural history of the case. Arguments by counsel. COURT stated its findings and ORDERED, Petitioner's Motion DENIED. Mr. Shapiro to prepare the Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Filings (Petition)

COURT MINUTES

February 18, 2020

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

February 18, 2020 9:00 AM Motion For Stay

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Rem Lord

RECORDER: Gail Reiger

REPORTER:

PARTIES

PRESENT:	Garfinkel, Louis E.	Attorney
	Polsenberg, Daniel F.	Attorney

JOURNAL ENTRIES

- RESPONDENT'S MOTION FOR STAY PENDING APPEAL

Mr. Polsenberg argued in support thereof. Arguments by Mr. Garfinkel in opposition thereto. COURT stated its findings under the Hansen factors and ORDERED, the stay is appropriate only to this Court's order that was done on 12/6/2020 which addressed the issues in front of District Court, Department XXXI. Court stated its inclination and noted it is going to affirm the bond amount and utilize the attorney's fee amount awarded by the arbitrator as the appropriate bond amount, \$298,256.00. Court specified it is not modifying the operating agreement for the purposes of this stay. COURT FURTHER ORDERED, Respondent to post the bond in 14 days. Mr. Garfinkel to prepare the Order.



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

LOUIS E. GARFINKEL, ESQ.
1671 W. HORIZON RIDGE PKWY., SUITE 230
HENDERSON, NV 89012

DATE: March 17, 2020
CASE: A-19-795188-P

RE CASE: CLA PROPERTIES LLC vs. SHAWN BIDSAL

NOTICE OF APPEAL FILED: March 13, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

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

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF ORDER DENYING PETITIONER CLA PROPERTIES, LLC'S MOTION FOR ATTORNEY'S FEES AND COSTS; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

CLA PROPERTIES LLC,

Plaintiff(s),

vs.

SHAWN BIDSAL,

Defendant(s),

Case No: A-19-795188-P

Dept No: XXXI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 17 day of March 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk