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Electronically Filed
Aug 06 2020 12:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

10 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

11 CLEMENT MUNNEY; CHEF EXEC
12 SUPPLIERS, LLC,

13 Appellants,

14 vs.

15 DOMINIQUE ARNOULD,

16 Respondent.

Case Number: 81355

17 **OPPOSITION TO**
18 **RESPONDENT'S MOTION TO**
19 **DISMISS**

20 COME NOW Appellants CLEMENT MUNNEY and CHEF EXEC
21 SUPPLIERS, LLC, (hereinafter "Muney"), by and through their undersigned
22 counsel Robert Kern, Esq., of KERN LAW, Ltd., responds to and opposes the
23 motion to dismiss by Respondent DOMINIQUE ARNOULD (hereinafter,
24 "Arnould") as follows.
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POINTS AND AUTHORITIES

I.

INTRODUCTION

Respondent Arnould seeks to dismiss this appeal prior to briefing by alleging that the order appealed from was not an order granting a preliminary injunction, despite the fact that the relief granted could not be classified as any type of relief other than injunctive relief. The motion is thus without merit.

BACKGROUND

The company Chef Exec Suppliers LLC (“Chefexec”) was formed by Clement Muney and Dominique Arnould for the purpose of supplying large businesses with food service products, with Muney handling the Las Vegas portion of the business, and Arnould handling the Los Angeles side of the business. Chefexec has no operating agreement in place. In 2019 Arnould indicated he wished to retire, but the parties disputed what compensation Arnould should receive to buyout his share of the company.

When the lease on the Las Vegas warehouse came up for renewal, Arnould refused to guarantee the lease, suggesting that Muney lease the warehouse with a company that he owned entirely (so that he would be the only owner required to guarantee the warehouse), and have that company sub-lease the space to Chefexec. (Exhibit 1). Muney followed that advice, and a separate company leased the space, and sub-leased it to Chefexec, at a rate that Muney was advised was the standard rate for such storage in the area. (Exhibit 2).

Arnould then filed suit for breach of fiduciary duty (for charging Chef Exec above cost for the warehouse) and for judicial dissolution. Muney filed

1 counterclaims alleging significant self-dealing by Arnould, in favor of his
2 separately owned businesses, and at the expense of Chefexec. The parties
3 reached settlement at a settlement conference, with all material terms agreed
4 to, conditional upon Arnould obtaining financing for the deal (for which he
5 was required to make all reasonable efforts). (Exhibit 3). Arnould later claimed
6 that he was unable to obtain financing, and withdrew from the agreement.
7 Muney argued that the evidence provided of Arnould's efforts showed that the
8 only reason financing had been denied was because Arnould refused to offer
9 any personal collateral for the loans, which did not constitute "all reasonable
10 efforts". Arnould filed a motion for summary judgment to appoint a receiver,
11 and Muney filed a counter motion to enforce the settlement agreement. (MTD
12 Exhibits C&D).

13
14 While those motions were pending, Arnould began putting all the
15 company funds into a new bank account which only he had access to. When
16 Muney discovered this, he demanded the funds be returned, or he be given
17 access to the new account. Arnould refused, and Muney filed a motion for
18 preliminary injunction to return the funds to mutual control of both partners.
19 (MTD Exhibit E).

20
21 A hearing was held on the motion for preliminary injunction, and
22 without notice, at the start of the hearing, the judge informed the parties that
23 the hearing on the motions to appoint a receiver, and to enforce settlement
24 agreement would be held at the same time. The Court denied the motion for
25 preliminary injunction, in which order she also granted the motion to appoint a
26 receiver, and denied the motion for enforcement of settlement agreement,
27 without holding an evidentiary hearing. (MTD Exhibit H).
28

1 The week after the Court denied Appellants' motion for preliminary
2 injunction for seizing all company funds, Respondent Arnould filed an
3 emergency motion for preliminary injunction demanding that control of the
4 Las Vegas warehouse (managed by Appellant Muney as part of the Las Vegas
5 branch of the company) be taken over immediately by the receiver, and the
6 keys to the warehouse be provided to Arnould. (MTD Exhibit J). Muney
7 opposed on the basis that Arnould had refused to give Muney the same access
8 to the Los Angeles warehouse, and Arnould had already been caught
9 improperly taking inventory from the Las Vegas warehouse without
10 permission, in violation of the agreement that was in place at the time. Further,
11 Arnould was already accused of conversion of Las Vegas warehouse inventory
12 by taking it and putting it in a warehouse leased only in Arnould's name
13 personally. No allegation was made of any risk of irreparable damage. The
14 Court granted the motion, and ordered Muney to transfer access of his own
15 warehouse to Arnould, and to arrange for security for the transfer, with less
16 than 24 hours' notice, at Muney's expense. (MTD Exhibit K). Appellant
17 appeals the granting of that order.
18

19 II.

20 ARGUMENT

21 **A. THE ORDER APPEALED FROM IS APPEALABLE UNDER NRAP** 22 **3A(b)(3) and (4)**

23 The order appealed from is a grant of a preliminary injunction, as well
24 as an order appointing a receiver. In listing the types of orders that can be
25 appealed from, NRAP 3A(b)(3) and (4) list "An order granting or refusing to
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1 grant an injunction” and “An order appointing or refusing to appoint a
2 receiver.” This order explicitly did both of those things.

3 Arnould seeks to get around the clear nature of the order by pointing to the fact
4 that he avoided referencing injunctive relief in his motion. However it is well
5 settled law that the Court determines the appealability of an order by, “looking
6 to what the order or judgment actually *does*, not what it is called. *Valley Bank*
7 *of Nevada v. Ginsburg*, 874 P. 2d 729 (NV S.Ct. 1994); citing *Taylor v.*
8 *Barringer*, 75 Nev. 409, 344 P.2d 676 (NV S.Ct. 1959).

9 An injunction is defined as an order “issued by a court ordering
10 someone to do something or prohibiting some act after a court hearing.” *The*
11 *People's Law Dictionary* by Gerald and Kathleen Hill, Publisher Fine
12 Communications found at <https://dictionary.law.com/>. The motion in question
13 requested that the Court appoint a receiver to take over the warehouse, or order
14 that Arnould be given access to the warehouse. The first request is clearly a
15 request for appointment of a receiver, as a specific receiver had not yet been
16 appointed. The second request is clearly a request that the Court order a party
17 to do something (Order Muney to give Arnould access), which is by definition,
18 an injunction.

19 The Court’s order appointed Larry Bertsch as receiver¹ And ordered the
20 following:

- 21 1. It is ordered that Defendants immediately provide Plaintiff access
22 to the Nevada Warehouse.
- 23 2. It is further ordered that Clement Muney hire and pay for security
24 to monitor the Nevada Warehouse when Plaintiff accesses the same.

25 ¹ “After considering both parties suggestions, the Court finds Larry L. Bertsch
26 to be suitable to serve as the court-appointed receiver (“Receiver”), consistent
27 with the powers set forth in this Court’s previous June 8, 2020 order regarding
28 the appointment of a receiver.” 6/12/2020 Order, p.2.

1 3. It is further ordered that the Receiver change the locks on the
2 Nevada Warehouse so that all parties can have access to the same
3 with the consent of the Receiver. (6/12/2020 Order, p.2.).

4 Ordering Muney to provide access to the warehouse, ordering Muney to pay
5 for security, and ordering the receiver to change the locks on the warehouse,
6 are all orders for a party to act. This is by definition an injunction, and thus
7 falls under NRAP 3A(b)(3), as an explicitly appealable order.

8
9 **III.**
10 **CONCLUSION**

11 As the order appealed from is clearly an order granting an injunction, it
12 is explicitly appealable, and the motion to dismiss should be denied.

13
14 DATED this 5th day of August, 2020.

15 By: /S/ Robert Kern

16 Robert Kern, Esq.
17 NV Bar #10104
18 601 S. 6th Street
19 Las Vegas, NV 89101
20 (702) 518-4529
21 *Attorney for Appellants*
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EXHIBIT 1



MARQUIS AURBACH COFFING

DIRECT LINE: (702) 207-6086
DIRECT FAX: (702) 856-8986
EMAIL: JPEEL@MACLAW.COM

ALBERT G. MARQUIS
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CRAIG R. ANDERSON
TERRY A. MOORE
GERALDINE TOMICH
NICHOLAS D. CROSBY
MICAH S. ECHOLS
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LIANE K. WAKAYAMA
DAVID G. ALLEMAN
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JARED M. MOSER
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MICHAEL D. MAUPIN
PATRICK C. McDONNELL
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COLLIN M. JAYNE

JOHN M. SACCO
LANCE C. EARL
WILLIAM P. WRIGHT
TROY R. DICKERSON
BRIAN R. HARDY
OF COUNSEL

August 7, 2019

Via Email and Regular Mail

Clement Muney
151 Augusta St.
Henderson, NV 89074
clement@chefexecsuppliers.com

Re: CHEF EXEC SUPPLIERS, LLC - Dissolution
Our File No. 15755-001

Dear Mr. Muney:

Our firm represents Dominique Arnould (“Dominique”) with respect to CHEF EXEC SUPPLIERS, LLC, a Nevada limited liability company (the “Company”), in which you and Dominique are both Managing Members each owning fifty percent (50%) of the total membership interests in the Company. The purpose of this letter is to notify you that we have been retained to dissolve the Company. The dissolution will occur in one of two ways: (1) the parties will either work together to obtain a speedy and amicable dissolution internally, which will be much more cost efficient; or (2) we will unilaterally seek to dissolve the Company by judicial action whereby the terms of such dissolution will be decided under Nevada law. It is Dominique’s desire to dissolve the Company internally and amicably; however, if that is not possible, we are prepared to initiate judicial action.

If judicial action is required, the district court will dissolve the Company in accordance with the requirements set forth in Nevada Revised Statutes (“NRS”) Chapter 86, which are as follows: (1) the Company’s liabilities will be paid in the following order (a) to the Company’s creditors (accounts payable, leasehold interests, and other general Company debt), and (b) to the Company’s members in the amount of their capital contributions; and (2) the Company’s assets will be distributed to the members in accordance with the percentage of their respective ownership interest. Please note that a court-ordered dissolution, under Nevada law, will not require any member to be bound by obligations of non-competition, non-solicitation of suppliers or customers, or any other restrictive covenant. Instead, it will be a simple and straightforward payment of debts and division of assets.

As a result of the foregoing, Dominique will not agree to dissolution terms that require the parties to be bound by terms and conditions that are more restrictive than what the parties would otherwise obtain by court action (e.g., non-competition and non-solicitation covenants). In any event, distribution to Dominique of his respective share of the Company’s assets would not even constitute separate consideration for any such covenants, thus rendering them unenforceable. Continuing to demand that the parties agree to such unnecessary restrictions will force us to seek a court-ordered dissolution under Nevada law, as set forth above, and only cause both parties to incur court costs and

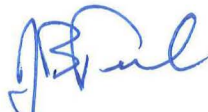
legal fees unnecessarily. To that end, it is proposed that the parties agree to an amicable dissolution based on the following terms and conditions:

1. **Liabilities.** The Company's debts and creditors are to be paid in full.
2. **Las Vegas Lease.** The lease cannot be renewed and must expire in September 2019. If any party desires to enter into a new lease at this location, that party must do so on its own accord—meaning, that party must form a new entity to enter into a new lease and shall not use or purport to use the other party as a guarantor.
3. **Los Angeles Lease.** Either (a) terminate the lease and buy out the remaining term from the landlord using Company funds, or (b) if any party desires to enter into a new lease at this location, that party must do so on its own accord—meaning, that party must form a new entity to enter into a new lease and shall not use or purport to use the other party as a guarantor.
4. **Accounts Receivable.** Both parties shall actively pursue collection of all the Company's accounts receivable. The proceeds of such collection shall be divided equally, i.e., 50-50, between the parties.
5. **Sales Commissions.** The sales commissions earned by but not paid to the applicable sales representative shall be paid to such representative in the Company's ordinary course of calculating and paying such commissions.
6. **Assets.** The Company's remaining assets (cash, equipment and inventory) shall be divided equally, i.e., 50-50, between the parties either in cash or in kind. Formal appraisals will be obtained to determine the value of any asset that is not mutually agreed upon by the parties, the cost of which would necessarily reduce the amount of remaining assets available for distribution.

Please respond to this letter in writing no later than 3:00 p.m. Nevada time on August 14, 2019. If we do not receive a written response from you by this date, we will initiate judicial action to dissolve the Company as set forth herein. Please also note that our client reserves all of his rights with respect to the Company and his membership interest therein, none of which are waived. Thank you in advance for your prompt attention to this urgent matter.

Sincerely,

MARQUIS AURBACH COFFING



Jordan B. Peel, Esq.

JBP:jbp
cc: Client

Re: Chef Exec Suppliers LLC

Robert Kern

Fri 12/6/2019 12:58 PM

From: Gregory Gershuni <ggershuni@aol.com>

Subject: Re: Chef Exec Suppliers LLC

Date: July 25, 2019 at 2:15:44 PM PDT

To: clement@chefexecsuppliers.com

Cc: dominique@chefexecsuppliers.com, domiarnould@yahoo.com

Dear Clement,

Thanks for your reply.

You ask about the effect of the operating agreement. Please provide me with a fully executed (i.e., signed by both you and Dominique) copy of the operating agreement and I can then review it and give you my comments in response to your questions.

I agree that selecting an appraiser should be a relatively simple process. I also believe that you and Dominique would be agreeable to your respective interests in the company being valued at 50% of the appraised value of all assets, tangible and intangible. However, to carry out the process which I previously proposed, which is a dissolution of the LLC and winding up of its affairs, with the physical assets being allocated between you both according to the appraiser's valuation after all liabilities are satisfied, going forward should be simple. It is my understanding that each of you would be entitled to 50% of the inventory in each location and each of you would be entitled to 50% of the equipment in each location. Ultimately the two of you might agree on some variations in this regard, but if we can memorialize the fundamental terms of this dissolution, we can then get on with the process of selecting an appraiser.

As for your concern regarding the Las Vegas lease renewal in September, I will recommend that you form a new entity to be the lessee to take over the Las Vegas lease when it comes up for renewal in September. You would be the sole member of that new entity (or perhaps partner with someone else?) and Dominique, not being a principal of your new entity, would not be required to sign the new Las Vegas lease.

Would you like me to draft the proposed dissolution agreement? Please let me know ASAP.

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

THE **GERSHUNI** LAW FIRM

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-----Original Message-----

From: Clement Muney <clement@chefexecsuppliers.com>
To: Gregory Gershuni <ggershuni@aol.com>
Cc: Clement Chef Exec <clement@chefexecsuppliers.com>; dominique <dominique@chefexecsuppliers.com>; domiarnould@yahoo.com <domiarnould@yahoo.com>
Sent: Wed, Jul 24, 2019 6:34 pm
Subject: Re: Chef Exec Suppliers LLC

Gregory,

Thank you for your email. To go forward, I think I need a better understanding of the situation. Can you tell me, does the operating agreement allow for unilateral dissolution on Dominique's part? Does it allow him to sell his voting interest in the company to another party without my consent? I'm just wondering where the contracts stand on all this.

Regardless of those answers, I think if we can agree on a selection method for an appraiser, and Dominique will accept the appraised value of 50% (representing his half of the company) of the total cost value of all inventory and the appraised value of physical assets, then we will have an agreement.

I do have another concern however, which is that the Las Vegas lease comes up for renewal in September. They will likely not allow renewal without signature from all principals of the company. What do you propose we do there?

Sincerely yours

Clement

On Jul 24, 2019, at 3:40 PM, Gregory Gershuni <ggershuni@aol.com> wrote:

Dear Clement,

It's been a couple of days since I last wrote to you. Kindly afford me the courtesy of a reply.

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

THE **GERSHUNI** LAW FIRM

11377 West Olympic Blvd., Suite 521

Los Angeles, California 90064

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-----Original Message-----

From: Gregory Gershuni <ggershuni@aol.com>

To: clement <clement@chefexecsuppliers.com>

Cc: dominique <dominique@chefexecsuppliers.com>; domiarnould <domiarnould@yahoo.com>

Sent: Mon, Jul 22, 2019 8:26 pm

Subject: Re: Chef Exec Suppliers LLC

Dear Clement:

1. Customers and Suppliers. The relationships with customers and suppliers give rise to the company's goodwill. The goodwill is an asset of the company. However, the customers are free to buy from whomever they choose just as the suppliers are free to sell to whom they choose (assuming no exclusivity contracts are in place). Either way, each of you is entitled to share in the goodwill of the company. Of course, if you were to sell the company to a third party that third party would purchase and goodwill from the company and expect a non-competition agreement from the company and both of its managers. That is not the situation when a company is dissolved. When a company is dissolved, the company's debts are paid, pending orders through the termination date are fulfilled, accounts receivable are collected and divided as per agreement, and the other assets are divided among the members.

2. Inventory and Equipment. I think your idea about inventory and equipment is a good idea. Value inventory at cost and have an appraiser set the value on the equipment.

3. The L.A. Lease. I don't have any information about it. Dominique will have to tell us the status of the L.A. Lease.

4. Resolution. If you and Dominique agree on this methodology for proceeding, then we need to put an agreement in writing which you will both sign and which will establish the mutually agreeable methodology for proceeding, including the methodology for selecting an appraiser. If the resolution is to involve a buyout, then we need to be clear that each of you (i.e., Clement and Dominique) would have the right to buy out the other with competitive bidding or, alternatively, with one of you setting the price and the other having the option to either purchase or

sell at the price that has been set. If you have questions about this or other concerns, please let me know.

Would you like me to start drafting up such an agreement?

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

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-----Original Message-----

From: Clement Muney <clement@chefexecsuppliers.com>

To: Gregory Gershuni <ggershuni@aol.com>

Cc: Clement Chef Exec <clement@chefexecsuppliers.com>; Dominique Arnould <dominique@chefexecsuppliers.com>; domiarnould@yahoo.com <domiarnould@yahoo.com>

Sent: Mon, Jul 22, 2019 5:11 pm

Subject: Re: Chef Exec Suppliers LLC

Dear Gregory,

I think I must disagree with your statement that customers and suppliers are not assets of the company, as those are things that are frequently part of contracts for the sale of a business. However, that said, we may be able to reach agreement if You and Dominique wish to take that approach. If we are considering the physical equipment and inventory as the sole assets of the company, then I think I would agree to a buyout, with the price established as the cost price of inventory and the value of physical equipment by an appraiser. As it sounds like we are perhaps finally on the same page, let's set up an appraisal, and hopefully get this issue resolved.

Separately, it appears that the lease in LA was recently renewed; I do not remember signing for this – how did this happen?

Sincerely yours

Clement

On Jul 15, 2019, at 1:15 PM, Gregory Gershuni <ggershuni@aol.com> wrote:

Dear Clement,

Thanks for your letter sent jointly to me and to Dominique on July 11th.

Having reviewed the communications from each of you it is clear to me that Dominique is only interested in a "clean" split with an equal division of assets and each of you free to resume business independent of each other. No restrictions on either of you. That means equal rights for each of you to pursue sales and suppliers.

Naturally, on the subject of an "equal division of assets" that means allocating assets (equipment, inventory, furniture, etc.) between you in a mutually agreeable manner with a cash payment to equalize the division. So, with one person receiving \$1000 in physical assets and the other person receiving only \$900 in physical assets, the person receiving only \$900 in physical assets would also be entitled to an additional \$100 in cash.

If together you cannot agree on the value of the assets to be divided, an appraiser would be hired to set the values.

If you both want a particular asset, you can bid competitively by way of a secret bid to acquire the asset.

While you are correct in your statement that each of you owns 50% of the Company, you are not correct to characterize "customers and suppliers" as "part of the assets." Customers and suppliers are free to buy from, and sell to, whomever they choose. You both should have equal rights to compete for the customers and you should each have equal rights to buy from the various suppliers. I doubt this will be an issue of any significance. However, I do know that Dominique will not agree to any restrictions that are not already in place. You are both free to do as you please, within the constraints of the law and business ethics. There is no malicious intention involved. The right to pursue a livelihood is your right as it is Dominique's right.

Meanwhile, there has been enough "back and forth" to get a sense of where each of you are in this regard. I suggest we schedule a meeting in Los Angeles to write up an agreement to wind up the affairs of the Company and dissolve the Company, and distribute its assets to each of you on a 50-50 basis. Please let me know your availability to come to L.A. for such a meeting.

To each of you I say, keep the big picture in mind, don't put business ahead of friendship. As a good friend of mine once

said, "Don't sweat the small stuff, and remember, everything is small stuff!"

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

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EXHIBIT 2

Fwd: PROPERTY LEASE RATES

clement MUNEY

Tue 10/15/2019 4:30 PM

To: Robert Kern <robert@kernlawoffices.com>

Cc: clement MUNEY <cmuney1@yahoo.com>; Jeremy Muney <jeremymuney@yahoo.com>

FYI

I took this quote

we have 7745 sqft ware house *1.25\$ = 9681.25

+ Cam=1210\$

So a total opf \$10,891.25 per month

I am billing \$10,790 per month with CMJJ Gourmet Inc. to Chef Exec Suppliers LLC

Begin forwarded message:

From: GENE PROCTOR <proctorsnogamble@gmail.com>

Subject: Re: PROPERTY LEASE RATES

Date: August 14, 2019 at 6:53:09 PM PDT

To: Clement Muney <clement@chefexecsuppliers.com>

The rate with cams would increase to \$11,280.

On Wed, Aug 14, 2019 at 3:50 PM Clement Muney <clement@chefexecsuppliers.com> wrote:

Hello Gene,

Thank you for your email

With the "cam" like we have right now with Chef Exec Suppliers LLC, on our warehouse on Quail that you know, what total price would we looking at please all included on a month to month?

Thank you for your help

Clement Muney

(702) 340 8697

Sent from my iPhone

On Aug 14, 2019, at 15:43, GENE PROCTOR <proctorsnogamble@gmail.com> wrote:

Clement,

The industrial property inventory is quite limited in Las Vegas right now. The per square foot rate increased 30% last year. The 8,000 square foot space you inquired about leases for \$1.00 psf but there is a 25% premium for a month to month lease bringing the rate to \$1.25 psf or a total of \$10,000 per month. Let me know if you have any other questions.

--

Gene Proctor Jr.
Licensed Since 1998
Commercial Leasing Specialist
"Proctor's No Gamble"
proctorsnogamble@gmail.com
Coldwell Banker Premier
[8290 W. Sahara Ave., Suite 100](#)
[Las Vegas, NV 89117](#)
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