

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

NUVEDA, LLC,

Petitioner,

vs

EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF  
NEVADA, IN AND FOR THE  
COUNTY OF CLARK, THE  
HONORABLE ELIZABETH  
GONZALEZ, DISTRICT JUDGE,

Respondent,

SHANE TERRY,

Real Party in Interest.

Electronically Filed  
Jun 09 2021 02:09 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court Case No. 82767

Case: A-20-817363-B

Lead Case: A-17-755479-B

Other Consolidated Cases with Lead  
Case:  
A-19-791405-C and A-19-796300-B

---

**APPENDIX FOR PETITION FOR WRIT OF PROHIBITION OR, IN THE  
ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS (Volume XV)**

---

LAW OFFICE OF MITCHELL STIPP  
MITCHELL STIPP, ESQ. (Nevada Bar No. 7531)  
1180 N. Town Center Drive, Suite 100, Las Vegas, Nevada 89144  
Telephone: 702.602.1242/ Email: mstipp@stippilaw.com  
*Counsel for Petitioner<sup>1</sup>*

---

<sup>1</sup> A. William Maupin, of Clark Hill LLP, 3800 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169, serves as co-counsel to Petitioner in this matter.

DATED this 9th day of June, 2021.

LAW OFFICE OF MITCHELL STIPP

A handwritten signature in black ink, appearing to read "Mitchell Stipp", is written over a horizontal line.

MITCHELL STIPP, ESQ.

Nevada Bar No. 7531

1180 N. Town Center Drive

Suite 100

Las Vegas, Nevada 89144

Telephone: (702) 602-1242

mstipp@stippplaw.com

*Counsel for Petitioner*

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# EXHIBIT “4”

NUVEDA'S APPENDIX 1125

## **Purchase and Sale Agreement for Shane Terry's Ownership Interest in NuVeda and NuVeda-Managed Licenses**

Clark NMSD, LLC ("Clark") is an active Nevada domestic Limited- Liability Company with resident agent Sandy Kindler, 2171 River Plate Drive, Pahrump, Nevada 89048 and is the owner of two Dispensary license(s) issued by the State of Nevada Department of Health and Human Services, Nevada Division of Public and Behavioral Health and the Department of Taxation (along with other government entities and subdivisions, "Nevada") with resident agent Sandy Kindler, 2171 River Plate Drive, Pahrump, Nevada 89048 ("Kindler"). NuVeda, LLC ("NuVeda") is the sole manager of Clark. The Clark Dispensary licenses are identified specifically by the following State of Nevada Establishment numbers: 2502 5985 3578 6823 7824 and 9409 0342 9554 6702 0377.

Clark Natural Medicinal Solutions, LLC ("Clark Natural") is an active Nevada domestic Limited- Liability Company with resident agent Kindler. Clark Natural is the owner one Cultivation license and one Production license issued by the Nevada. NuVeda is the sole manager of Clark Natural. The Clark Natural Cultivation license is identified specifically by the following State of Nevada Establishment number: 6499 5797 7556 7012 2923. The Clark Natural Production license is identified specifically by the following State of Nevada Establishment number: 5447 7437 9374 7929 7460.

Nye Natural Medical Solutions LLC ("Nye") is an active Nevada domestic Limited-Liability Company with resident agent Kindler. Nye is the owner of a Cultivation license and Production license issued by Nevada. NuVeda is the sole manager of Nye. The Nye Cultivation license is identified specifically by the following State of Nevada Establishment number: 4073 3091 6294 5475 1109. The Nye Production license is identified specifically by the following State of Nevada Establishment number: 9160 4693 9161 6650 7699.

Shane Terry ("Seller") is registered with Nevada as the owner of a twenty-one percent (21%) owner in NuVeda, Clark, Clark Natural and Nye (the "Interest"). Seller desires to sell the Interest, as-is, to Brian C. Padgett ("Padgett") or his designee, with no warranties or representations.

BCP 7, LLC ("Buyer") is an active Nevada domestic Limited Liability Company with resident agent Brian C. Padgett, 611 S. 6<sup>th</sup> Street, Las Vegas, Nevada 89101 whose manager is the owner of Dispensary, Cultivation and Production license(s) in Nevada.

Seller hereby agrees to sell the Interest to Buyer and Buyer agrees to purchase the Interest for the following consideration and on the following terms:

1.45  
45 MR

ST  
Substantially reduced

Purchase Price: Buyer shall acquire Seller's Interest for a total purchase price of \$1.75 million (the "Purchase Price"). The Purchase Price is payable as follows:

Initial Payment: \$500,000.00 in good and payable U.S. funds shall be paid to Seller on or before June 15, 2018.

Monthly Payments: \$1.25 million (the "Balance") is due on or before June 15, 2028 with payments due monthly until paid in full. Monthly Payments shall be made on or before the first day of the month in an amount not less than the interest accrued on the outstanding balance at an interest rate of 18%. Monthly Payments shall commence May 1, 2018; however, the first payment shall be paid no later than May 3, 2018.

Prepayment: There shall be no prepayment penalty charged to Buyer if he elects to pay off the Balance, together with any accrued interest thereon, after the first year of Monthly Payments.

Acceleration: There shall be acceleration of the outstanding Balance and any unpaid interest accrued thereon upon 1) sale or transfer of the Interest to a vehicle not owned by Buyer, or any beneficial rights thereunder, from Buyer to a third party (other than CWNV, LLC); or 2) a default of a payment obligations, which shall result from any failure to timely pay the Initial Down Payment or any Monthly Payments on the Balance following notice of failure emailed to Padgett and no cure within 10 business days thereof.

Until otherwise directed in writing to Padgett, delivery of the funds shall be delivered to Shane Terry, c/o Erika Pike Turner, Garman Turner Gordon LLP, 650 White Drive, Suite 100, Las Vegas, Nevada.

Litigation, Releases and Cooperation:

Buyer acknowledges that there are adverse claims to the Interest, which are the subject of litigation pending in American Arbitration Association Case No. 01-15-0005-8574 (the "NuVeda Arbitration") and District Court Case No. A-15-728510-B (the "District Court Case").

Upon execution of this Agreement and receipt of the first Monthly Payment:  
1) Seller shall take any and all action necessary to affirmatively release any Temporary Restraining Order or Preliminary Injunction preventing transfer of the Interest to Buyer or CWNV, LLC and Seller shall take affirmative action to support CW Nevada, LLC's withdrawal of the pending evidentiary hearing in the District Court Case, and 2) Seller shall assign any and all claims and rights in the NuVeda

245  
b

Arbitration and District Court Case to Buyer.

Other than the obligations outlined herein, Buyer and Seller agree to full mutual releases for any claims, rights or demands on behalf of themselves and their affiliates and further agree to cooperate with one another to effectuate the parties' intention to have Buyer step in the shoes of Seller for all purposes relating to the Interest and be free and clear of adverse claims related thereto. Inclusive, Buyer agrees to secure the full release of Terry from the claims asserted against him in the 4Front litigation pending at American Arbitration Association Case No. 01-17-0002-9611. Further, upon execution of this Purchase Agreement, Seller agrees that he shall not pursue any allegations or claims he has made that CW Nevada, LLC has breached the terms of its Membership Interest Purchase Agreement made with NuVeda. Seller shall also cooperate with CW Nevada, LLC in its defense of such claims at the sole cost and expense of Buyer.

Transfer: Following execution of this Agreement and receipt of the first Monthly Payment, Seller agrees to sign any and all documents provided to him by Buyer that are necessary to support the transfer of the Interest to Buyer. Until Seller receives the Initial Payment, these signed documents shall be held by attorney Amanda Connor. Upon Seller receiving the Initial Payment, the documents shall be released to Buyer. Thereafter, Seller shall sign any and all further documents as needed to process the transfer of the Interest to Buyer.

Other than Seller executing documents provided by Buyer and providing reasonable cooperation related thereto, Buyer is solely responsible for obtaining approvals of the transfer of Interest to Buyer. Further, Buyer is solely responsible for consequences to NuVeda, CWNV, LLC or others claiming rights in the Interest, and Buyer agrees to indemnify Seller and hold him harmless for any related adverse action.

If Interest relating to Clark is transferred to CWNV, LLC as a result of pending applications prior to the Initial Payment to Seller, this does not affect Buyer's obligation to make the Initial Payment or otherwise perform under this Agreement.

Guaranty: Padgett agrees to personally guaranty all payment and other performance obligations due to Seller herein.

The Parties hereto acknowledge their intent and agreement to use all reasonable means to resolve any dispute over interpretation or enforcement of the parties' duties and obligations as articulated in this Purchase and Sale Agreement. In the event any material dispute cannot be resolved informally the parties shall litigate the issue(s) in the business court of Clark County, State of Nevada in the Eighth Judicial District. Nevada Law governs any dispute, and attorneys' fees and costs 3.45

shall be awarded to the prevailing party.

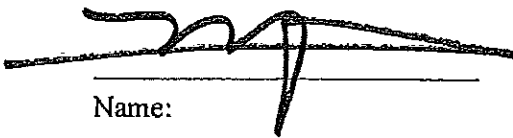
The Parties acknowledge that there is no other agreement and no other term incorporated into this Purchase and Sale Agreement other than what is expressed herein.

Dated this 20<sup>th</sup> day April, 2018

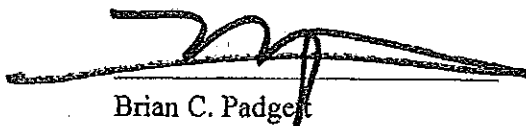
BUYER:

BCP 7, LLC

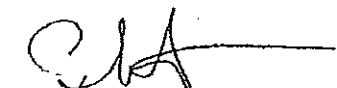
By its Manager:

  
Name:

GUARANTOR:

  
Brian C. Padgett


SELLER:

  
Shane Terry

4.85

**ADDENDUM #1 TO Purchase and Sale Agreement for Shane Terry's  
Ownership Interest in NuVeda and NuVeda-Managed Licenses**

1. All capitalized terms are as defined in the above-referenced Agreement. No terms of the Agreement are amended, save and except that: Buyer and Guarantor stipulate to Seller's allocation of the Purchase Price to \$1,350,000 for the purchase of the Interest and \$400,000 for the value of the releases provided by Buyer and Guarantor.

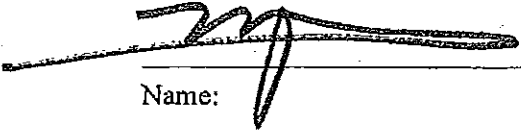
*Purchase price is substantially reduced*  


Dated this 30<sup>th</sup> day April, 2018.

BUYER:

BCP 7, LLC


By its Manager:


  
Name:

GUARANTOR:

  
Brian C. Padgett

SELLER:

  
Shane Terry

*5 of 6*  


Assignment of Interests

Pursuant to the terms of that certain agreement between Shane Terry and BCP 7, LLC dated April 30, 2018, Mr. Terry hereby assigns all claims alleged in AAA Case No. 01-15-0005-8574 (the "Case") to BCP 7, LLC with Brian Padgett as its resident agent. The effective date of such assignment is May 2, 2018.

As set forth in the arbitration demand on file in the Case, Shane Terry was purportedly expelled as a member of NuVeda, LLC under Section 6.2 of the NuVeda, LLC Operating Agreement on March 10, 2016. Section 6.2 of the NuVeda, LLC Operating Agreement expressly contemplates a member's successor-in-interest being entitled to receive from NuVeda, LLC in exchange for all of the member's former interest the value of that terminated interest. In addition, Mr. Terry has alleged claims for damages against NuVeda, LLC, Pej Bady and Pouya Mohajer for breach of the Operating Agreement, including Sect. 6.2, as well as breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty and intentional and/or negligent misrepresentations. These claims are being assigned as-is with no warranties as whether they are legally assignable or otherwise viable as a matter of fact or law.

Assignor

Shane Terry

Assignee

BCP 7, LLC

By: \_\_\_\_\_

5/2/18

# EXHIBIT “5”

NUVEDA'S APPENDIX 1132

**From:** Brian Padgett brian@briancpadgett.com  
**Subject:** Terry/NuVeda case number 01-15-0005-8574  
**Date:** June 5, 2018 at 7:41 PM  
**To:** nbaker@petersonbaker.com  
**Cc:** pejman bady pbady@me.com, Pouya Mohajer pouyamohajer@gmail.com, Joseph Kennedy joe90275@gmail.com, Matthew T. Dushoff mdushoff@klnvada.com, Jason Wiley jwiley@wileypetersenlaw.com, Amy Sugden amy@briancpadgett.com

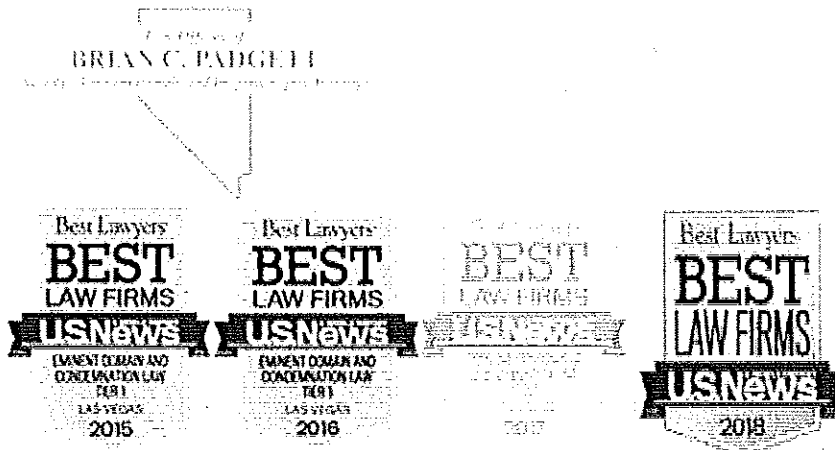
Dear Arbitrator Baker:

I hereby dismiss all claims of myself, CWNevada, BCP Holdings 7, LLC and Shane Terry (all right, title and interest) against Bady, Mohajer, and NuVeda and its subsidiaries (Clark NMSD, Clark Natural Medicinal Solutions, and Nye Natural Medicinal Solutions) with prejudice.

Please initiate necessary proceedings to dismiss my claims.

Ms. Sugden shall oversee the process and may sign on my behalf any necessary paperwork.

**Brian C. Padgett**  
Law Offices of Brian C. Padgett  
611 South 6th Street  
Las Vegas, Nevada 89101  
(702) 304-0123  
[www.briancpadgett.com](http://www.briancpadgett.com)



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# EXHIBIT “6”

NUVEDA'S APPENDIX 1134

Subject: RE: BCP 7

?

Nikki Baker <nbaker@petersonbaker.com>

Tue, Oct 9, 2018, 9:59 AM

to Jason Wiley, David Feuerstein, Matthew T. Dushoff, AAA Lance Tanaka, Amy Sugden, Kristina R. Cole, Scott D.

You are viewing an attached message. Law Office of Mitchell Stipp Mail  
can't verify the authenticity of attached messages.

Counsel:

Based on the below email string and my orders regarding Ms. Goldstein's request for discovery, BCP Holding 7, LLC is hereby DISMISSED from this arbitration.

Mr. Tanaka, BCP Holding 7, LLC may be removed from the caption.

Additionally, based on the below emails, I will extend the time for the parties to provide to me proposed new deadlines related to a new arbitration hearing date to 5:00 p.m. PST on Monday, October 15. Absent exceptional circumstances, which do not include ongoing settlement discussions, this deadline will not be extended again.

Thank you,

Nikki

**Nikki Baker, Esq.**  
Peterson Baker, PLLC  
702.786.1001

From: Jason Wiley <jwiley@wileypetersenlaw.com>  
Sent: Tuesday, October 09, 2018 8:52 AM  
To: 'David Feuerstein' <david@dfmklaw.com>; Nikki Baker <nbaker@petersonbaker.com>; 'Matthew T. Dushoff' <mdushoff@knevada.com>; 'AAA Lance Tanaka' <LanceTanaka@adr.org>  
Cc: 'Amy Sugden' <amy@briancpadgett.com>; 'Kristina R. Cole' <kcole@knevada.com>; 'Scott D. Fleming' <sfleming@knevada.com>  
Subject: RE: BCP 7

Arbitrator Baker:

I can confirm Mr. Feuerstein's comments regarding the parties' negotiations and ongoing efforts to schedule arbitration dates and other deadlines.

JMW

**Jason M. Wiley, Esq.**  
Partner



1050 Indigo Drive  
Suite 130  
Las Vegas, Nevada 89145  
Office 702.910.3329 | Direct 702.909.5487 | Mobile 702.845.7401  
jwiley@wileypetersenlaw.com

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From: David Feuerstein <david@dfmklaw.com>  
Sent: Monday, October 8, 2018 2:39 PM  
To: Nikki Baker <nbaker@petersonbaker.com>; Jason Wiley <jwiley@wileypetersenlaw.com>; 'Matthew T. Dushoff' <mdushoff@knevada.com>; 'AAA Lance Tanaka' <LanceTanaka@adr.org>

# EXHIBIT “7”

NUVEDA'S APPENDIX 1136



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

Lance Tanaka  
Vice President  
1400 16th Street, Suite 400  
Denver, CO 80202  
Telephone: (303)831-0824  
Fax: (646)640-1840

October 9, 2018

Matthew T. Dushoff, Esq.  
Kolesar & Leatham, Chtd.  
400 South Rampart Boulevard, Suite 400  
Las Vegas, NV 89145-5725  
Via Email to: mdushoff@knevada.com

David Feuerstein  
Feuerstein Kulick LLP  
205 East 42nd Street, 20th Floor  
New York, NY 10017  
Via Email to: david@dfmklaw.com

Jason M. Wiley  
Wiley Petersen  
1050 Indigo Drive, Suite 130  
Las Vegas, NV 89145  
Via Email to: jwiley@wileypetersenlaw.com

Case Number: 01-15-0005-8574

Pouya Mohajer and Pejman Bady;  
-vs-  
Jemifer Goldstein  
-vs-  
Nuveda, LLC

Dear Parties:

This will confirm that BCP 7, LLC has been dismissed as a party in this matter, in accordance with the Arbitrator's Ruling of October 9, 2018. Counsel for BCP 7, LLC is copied on this letter however they have been removed from the case and will no longer receive correspondence concerning this matter.

Sincerely,

/s/  
Lance K Tanaka  
Vice President  
Direct Dial: (303)831-0824  
Email: LanceTanaka@adr.org  
Fax: (646)640-1840

cc: Amy Sudgen  
Kristina Cole  
Brian C. Padgett  
Anne M. Landis  
Scott Fleming, Esq.  
Nikki Baker, Esq.

lt/bs

# EXHIBIT “8”

NUVEDA'S APPENDIX 1138

**From:** [Karen Foley](#)  
**To:** ["lancetanaka@adr.org"](mailto:lancetanaka@adr.org)  
**Cc:** [Michael Mushkin](#)  
**Bcc:** [Joe Coppedge](#)  
**Subject:** AAA Case # 01-15-0005-8574 - Shane Terry v. Pejman Bady, et al  
**Date:** Monday, November 30, 2020 4:08:54 PM  
**Attachments:** [201130\[Executed\] AAA - Motion to Set Aside Dismissal.pdf](#)  
[201130\[Executed\] AAA - Notice of Appearance.pdf](#)

---

Mr. Tanaka,

Please be advised that the law firm of Mushkin & Coppedge has been retained to represent the interests of Shane Terry, in regard to the above-referenced matter. I have attached a Notice of Appearance. In addition, I am attaching a Motion to Set Aside Dismissal for your review.

If this is not the proper procedural order would you please be able to lead me in the right direction.

Thank you for your attention to this matter.

Regards,

Karen L. Foley  
Legal Administrator/Case Manager  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119  
Tel. No. (702) 454-3333  
Fax No. (702) 386-4979

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**From:** [AAA Lance Tanaka](#)  
**To:** [Karen Foley](#)  
**Cc:** [Michael Mushkin](#)  
**Subject:** RE: AAA Case # 01-15-0005-8574 - Shane Terry v. Pejman Bady, et al  
**Date:** Tuesday, December 1, 2020 11:17:25 AM  
**Attachments:** [image881d5c.PNG](#)

---

Dear Ms. Foley,

This will confirm receipt of your email and attachments.

Our files in the matter referenced were closed on March 20, 2019 and the Association no longer has jurisdiction regarding this matter.

Sincerely,

Lance K. Tanaka



**Lance Tanaka**

American Arbitration Association

16 Market Square  
1400 16th Street, Suite 400, Denver, CO 80202  
T: 303 831 0824 F: 646 640 1840 E: [LanceTanaka@adr.org](mailto:LanceTanaka@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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---

**From:** Karen Foley <[KFoley@mccnvlaw.com](mailto:KFoley@mccnvlaw.com)>  
**Sent:** Monday, November 30, 2020 5:09 PM  
**To:** AAA Lance Tanaka <[LanceTanaka@adr.org](mailto:LanceTanaka@adr.org)>  
**Cc:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>  
**Subject:** AAA Case # 01-15-0005-8574 - Shane Terry v. Pejman Bady, et al

**\*\*\* External E-Mail – Use Caution \*\*\***

Mr. Tanaka,

Please be advised that the law firm of Mushkin & Coppedge has been retained to represent the interests of Shane Terry, in regard to the above-referenced matter. I have attached a Notice of Appearance. In addition, I am attaching a Motion to Set Aside Dismissal for your review.

If this is not the proper procedural order would you please be able to lead me in the right direction.

Thank you for your attention to this matter.

Regards,

Karen L. Foley  
Legal Administrator/Case Manager  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Suite 270  
Las Vegas, NV 89119  
Tel. No. (702) 454-3333  
Fax No. (702) 386-4979

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