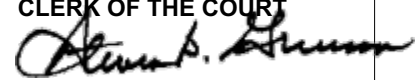


1 **NOAS**  
 2 TODD E. KENNEDY, ESQ.  
 3 Nevada Bar No. 6014  
 4 **KENNEDY & COUVILLIER**  
 5 3271 E. Warm Springs Rd.  
 6 Las Vegas, Nevada 89120  
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 8 [Tkennedy@kclawnv.com](mailto:Tkennedy@kclawnv.com)

9 *Attorneys for Movant CLA Properties, LLC*

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 4/17/2023 1:25 PM  
 Steven D. Grierson  
 CLERK OF THE COURT



Electronically Filed  
 Apr 20 2023 01:31 PM  
 Elizabeth A. Brown  
 Clerk of Supreme Court

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

10 CLA Properties, LLC, a California limited ) Case No: A-22-854413-B  
 11 Liability company, ) Dept.: 31

12 Movant (Respondent in  
 13 Arbitration)

**NOTICE OF APPEAL**

14 v.

15 SHAWN BIDSAL, an individual

16 Respondent (Claimant in  
 17 Arbitration).

18 PLEASE TAKE NOTICE that CLA Properties, LLC, movant below, appeals to the  
 19 Supreme Court of Nevada from the Order Granting Bidsal's Countermotion To Confirm  
 20 Arbitration and Denying CLA Properties, LLC's Motion To Vacate Arbitration Award, entered  
 21 by the Honorable Joanna S. Kishner, District Court Judge, on March 20, 2023. A copy of the  
 22 Order appealed from is attached.

23 KENNEDY & COUVILLIER, PLLC

24 /s/ Todd E. Kennedy, Esq.

25 TODD E. KENNEDY, ESQ.  
 26 Nevada Bar No. 6014

27 **KENNEDY & COUVILLIER**  
 28 3271 E. Warm Springs Rd.  
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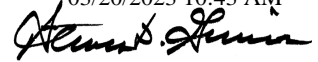
*Attorneys for Movant CLA Properties, LLC*

**CERTIFICATE OF SERVICE**

I certify that I caused to be served the above Notice of Appeal on all counsel of record who have appeared in this matter using the Court's electronic filing and service facility April 17, 2023.

/s/ Todd E. Kennedy

An employee of Kennedy & Couvillier

  
CLERK OF THE COURT

**ORDR**

TODD E. KENNEDY, ESQ.

Nevada Bar No. 6014

**KENNEDY & COUVILLIER**

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*Attorneys for Movant CLA Properties, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLA Properties, LLC, a California limited ) Case No: A-22-854413-B  
Liability company, ) Dept.: 31

Movant (Respondent in  
Arbitration)

Date: February 7, 2023  
Time: 9:15 a.m.

v.

SHAWN BIDSAL, an individual

Respondent (Claimant in  
Arbitration).

**ORDER GRANTING BIDSAL'S COUNTERMOTION TO CONFIRM ARBITRATION  
AWARD AND DENYING CLA PROPERTIES, LLC'S  
MOTION TO VACATE ARBITRATION AWARD**

THIS MATTER came on before the Court on CLA PROPERTIES, LLC's ("CLA" or "Movant") Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (the "Motion") and on SHAWN BIDSAL's ("Bidsal" or "Respondent") Countermotion to Confirm Arbitration (the "Countermotion") on February 7, 2023. Respondent appeared by and through his attorneys of record, SMITH & SHAPIRO, PLLC and Movant appeared through its attorneys of record, REISMAN SOROKAC and KENNEDY & COUVILLIER.

The Court having entertained arguments of counsel, having held a hearing on the matters, having reviewed the papers and pleadings on file herein, the Court being fully advised in the premises, and good cause appearing:

## PROCEDURAL AND RELEVANT FACTUAL BACKGROUND

### A. The First Arbitration

This is the second proceeding in the Eighth Judicial District Court arising out of arbitrations between the parties in connection with a Buy-Sell provision in the Operating Agreement in a company for which CLA and Bidsal were the sole members, Green Valley Commerce, LLC ("GVC" or "Company"), a Nevada limited liability company, which owns and manages real property.

The first arbitration ("Arbitration 1") arose from the activation by Bidsal of Article V, Section 4 of the Operating Agreement permitting one member to initiate a purchase of the other member's interest ("Buy-Sell Provision"). Arbitration 1 concluded with a Final Award issued by the Hon. Stephen E. Haberfeld on April 5, 2019.

CLA commenced an action to confirm that first arbitration award, and Bidsal responded opposing confirmation and counter-moving to vacate the award. The Court, in Case No. A-19-795188-P, confirmed the award on December 6, 2019, ordering that Bidsal perform within 14 days of this Court's confirmation order, allowing an additional four (4) days more than the ten (10) days Judge Haberfeld allowed for Bidsal to consummate the transaction. Bidsal appealed and sought and obtained a stay of the Court's order pending that appeal. The Supreme Court affirmed on March 17, 2022.

### B. The Second Arbitration

After confirmation by this Court of Arbitration 1 (but before any determination on appeal to the Supreme Court) Bidsal commenced a second arbitration, assigned to the Hon. David Wall (Ret.), on February 7, 2020 (JAMS Ref No. 1260005736) ("Arbitration 2"). That Arbitration 2 involved, among other things not pertinent to this Court's determination of the issues before it, a determination of what numbers should be plugged into the formula for calculation of a final sale price to be paid by CLA to Bidsal for his 50% ownership interest as ordered by Judge Haberfeld, *assuming* that award and the court's confirmation were affirmed on appeal by the Nevada Supreme Court and CLA's contention that the ultimate purchase consideration should be reduced

1 or CLA awarded damages for profit distributions to Bidsal after what CLA contended was the  
2 date the Buy-Sell transaction should have closed under the Operating Agreement (30 days from  
3 the CLA election to buy rather than sell) in the amount of \$500,500.00 as of the time of Judge  
4 Wall issuing the final award based on CLA's argument that the required closing date of the  
5 transaction under the Operating Agreement was required to be September 3, 2017.

6 Judge Wall issued his final award in the second arbitration on March 12, 2022. In  
7 addition to determining the formula purchase price consideration to be paid to Bidsal by CLA to  
8 be \$1,889,010.50, the final award determined that the "effective date" of the agreement had not  
9 yet occurred because of the intervening litigation and the purchase price had not yet been paid  
10 and the transaction closed and, as a consequence, Bidsal remained a full member of the  
11 Company and entitled to the \$500,500.00 in profit distributions he had paid himself after  
12 September 3, 2017 (the date CLA contended that Bidsal's ownership interest should have  
13 transferred under the Operating Agreement and CLA would have been entitled to all of the  
14 distributions), rejecting CLA's contention that it receive a credit against the purchase price for  
15 that amount or repayment of those funds. Judge Wall's final award in the second arbitration also  
16 found Bidsal to be the prevailing party and awarded \$455,644.84 in fees and costs.<sup>1</sup>

17 **C. Proceedings In This Action**

18 On June 17, 2022, CLA filed its Motion to Vacate which only challenges two aspects of  
19 Judge Wall's Arbitration 2 Final Award and is actually a motion only for *partial* vacation. The  
20 Motion only seeks an order vacating the determination in the final award that the "effective date"  
21 of sale did not occur until Bidsal's appeal was concluded and the purchase price as determined in  
22 Arbitration 2 actually paid to Bidsal, and that Bidsal was entitled to distributions paid to him  
23 from the Company after September 3, 2017, the date CLA contends the transaction was  
24 contractually required to close and CLA was entitled to the benefit of its bargain. CLA's Motion  
25 to (partially) Vacate also argues that if the Court grants the relief and vacates that portion of the

26 \_\_\_\_\_  
27 <sup>1</sup> Judge Wall did not discuss or award interest on the attorneys' fees award, nor did Bidsal raise  
28 that issue or request interest on that attorneys' fees award as part of its Counter-Motion to  
Confirm.

1 final award, the award of attorneys' fees and costs should also be vacated because that would  
2 make CLA, not Bidsal the prevailing party.<sup>2</sup>

3 CLA's Motion to (partially) Vacate does not challenge any other aspect of Judge Wall's  
4 Arbitration 2 Final Award. Further, in its Opposition to Bidsal's Counter-Motion to confirm,  
5 CLA only raised the limited challenges articulated in its Motion to (partially) Vacate. In  
6 discussing the procedural and factual background and the issue for determination, the Court has  
7 accordingly limited the discussion to those issues and facts relevant to the actual issue before the  
8 Court—the merits of the Motion to (partially) Vacate as the determination of CLA's Motion to  
9 (partially) Vacate necessarily determines the counter-motion.

### 10 ANALYSIS AND DECISION

11 The question before the Court for decision today is whether Judge Wall's arbitration  
12 award meets the standards in which the court should vacate or partially vacate the award. The  
13 Court finds that he did not and that it is appropriate to confirm the arbitration award as an order  
14 and deny the Motion to (partially) Vacate.

15 Both parties agreed on inquiry by the Court that the Operating Agreement provides that  
16 the arbitration shall proceed under the FAA but that outcome is the same whether analyzed under  
17 the Federal Arbitration Act or Nevada state law standards. A motion to partially vacate an  
18 arbitration award is allowable and properly before the court pursuant to *Comedy Club, Inc. v.*  
19 *Improv. W. Assocs.*, 553 F3d 1277, 1293 (9<sup>th</sup> Cir. 2009).

20 Each Arbitration Act recognizes a ground for vacating or partially vacating an arbitration  
21 award where the arbitrator exceeds his or her powers and provides various excesses for their  
22 definition of those excesses, including the arbitrator's award being completely irrational or a  
23 manifest disregard of the law. *Kyocera Corp. v. Prudential-Bache Trade Servs.*, 341 F.3d 987,  
24 997 (9<sup>th</sup> Cir. 2003). Additionally, review is not limited to statutory grounds. *Graber v.*  
25 *Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115 (1995).

26  
27 <sup>2</sup> The transaction in fact closed shortly after the Supreme Court affirmed the Court's  
28 confirmation of Arbitration 1, with the purchase price paid to Bidsal by CLA in the amount  
determined by Judge Wall in Arbitration 2.

As Judge Wall noted in his award, there were certain aspects, such as tender, that were outside of his scope of authority, and Judge Wall was looking at the issues specifically before him. Whether one phrases the term as “effective date” or applying back to when the letter putting into play the triggering of the sale of the membership interest under Operating Agreement Section 4.2 that date being in 2017, or some other date, the Court must look to the underlying issues presented and decided in the two arbitration awards and the underlying agreement between the parties.

Considering the underlying award by Judge Haberfeld in Arbitration 1, the Court notes that the reference by CLA to his statement of a closing within 30 days on page 11 of his award was under the section specifically entitled “‘Core’ Arbitration Issues” commencing on page 4 and continuing to paragraph C on page 11, which is a subparagraph of paragraph 20 which commenced on page 10 of Judge Haberfeld’s award. Section C states:

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/ or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way ---although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

That paragraph is discussing specifically the appraisal provision of Section 4.2 and the background in regards to the appraisal provision. The Court does not view that discussion and the discussion of a September 3, 2017, closing to be an affirmative ruling by Judge Haberfeld that the date for calculating damages would be September 3, 2017. Indeed, in Section V “Relief

1 Granted and Denied,” in paragraph 1, the specific relief provided states:

2       Within ten (10) days of the issuance of this Final Award, Respondent Sharam  
3       Bidsal also known as Shawn Bidsal (“Mr. Bidsal”) shall (A) transfer his fifty  
4       percent (50%) Membership Interest in Green Valley Commerce, LLC (“Green  
5       Valley”), free and clear of all liens and encumbrances, to Claimant CLA  
6       Properties, LLC, at a price computed in accordance with the contractual formula  
7       set forth in Section 4.2 of the Green Valley Operating Agreement with the “FMV”  
8       portion of the formula fixed as Five Million Dollars and No Cents  
9       (\$5,000,000.00) and further, (B) execute any and all documents necessary to  
10      effectuate such sale and transfer.

11      Paragraph 2 of that sections states that Mr. Bidsal shall take nothing by his Counterclaim. When  
12      the Court looks at what was actually the relief granted, it was prospective, to be done within 10  
13      days at a price to be computed by the formula in Section 4.2 of the Operating Agreement, but not  
14      actually determining the price. If it was the intention of Judge Haberfeld to have this calculation  
15      done at the 2017 price and that formula price had already been calculated, that would have been  
16      in the award. Accordingly, the actual relief awarded is what this Court confirmed in the prior  
17      arbitration and the Supreme Court affirmed, and it was not confirming any specific date for  
18      performance or calculation of damages in 2017.

19      Turning to the Second Arbitration Final Award, attached to the Motion To Vacate and  
20      also included in the Appendix, the analysis with regards to distributions commences at page 10.  
21      Judge Wall discussed the language of Exhibit B to the Operating Agreement regarding preferred  
22      allocations and other allocations, then he moves to 2017 onward, quoting the correct ambiguous  
23      contractual provisions which an arbitrator can do being fair and reasonable, and cites to *Mohr*  
24      *Park Manor, Inc. v. Mohr*, 83 Nev. 107, 424 P.2d 101 (1967) and Williston on Contracts for the  
25      pertinent legal authority. At Paragraph D, commencing on page 22, Judge Wall addresses the  
26      Effective Date of Sale. The Court recognizes that “Effective Date” is not a defined term or term  
27      of art within the Operating Agreement that the parties agreed to, it is a term that arose during the  
28      Second Arbitration and wasn’t utilized in the First Arbitration because the fixing of a date in



2017 or otherwise for the triggering of any damages was not addressed by Judge Haberfeld in the First Arbitration. In his determination, Judge Wall made the following determination:

In addition to the purchase price under the formula in Section 4.2 of the OA, it is necessary to determine an effective date of the sale of Bidsal's interest in GVC. Respondent avers that the effective date of sale is September of 2017, the time when Respondent contends his counteroffer transaction should have been consummated. This contention is without merit.[] The transaction has never been completed. Judge Haberfeld, in his award in April of 2019, directed that the transaction take place forthwith. He did not find an effective date of the transaction to have occurred over a year earlier. The OA provides for a procedure for completing a sale of a membership interest, which procedure has not yet been completed. Claimant has continued to act as a member (and manager) of GVC since September of 2017, and Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the OA. Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, he cannot be required to divest himself of those distributions. He has also been treated as a member for GVC for tax purposes since 2017 and paid taxes on the distributions that Respondent now seeks to claw back. Additionally, treating the sale as having an effective date of September of 2017 would require Respondent to compensate Bidsal for his services as a property manager over the past four years.

It is the determination of the Arbitrator, based upon all of the relevant evidence in this matter, that the effective date of the purchase of Bidsal's interest has not yet come to pass. Pursuant to Judge Haberfeld's final award, the transfer is to take place ten days of the effective issuance thereof. As that award (through Judge Kishner's denial of Bidsal's Motion to Vacate and Order Confirming Award) has been stayed pending the appeal to the Nevada Supreme Court, enforcement Judge Haberfeld's award requiring the sale is effectively postponed. The instant Award is essentially declaratory in nature. Should the stay be lifted, Judge Haberfeld's award directing that the sale take place becomes effective and the instant Final Award has now used a reasonable interpretation of the formula in Section 4.2 to arrive at purchase price.

At footnote 12, Judge wall notes that his analysis "presumes, of course, that Judge Kishner's Order Confirming Award is upheld by the appellate court. This presumption is not based on any consideration of the merit of such an appeal, but any other presumption effectively makes this Award moot." Judge Wall further determined at the top of page 24 of the Arbitration 2 Final Award:

In closing argument, counsel for Claimant has requested interest be awarded from September of 2017 forward on the purchase price, arguing that Bidsal has lost the right to use those funds over the last four years based on CLA's failure to perform. It is the determination of the Arbitrator that Bidsal is not entitled to recover interest on funds he would've received for a transaction which has not yet occurred. Judge Haberfeld did not rule that Respondents inappropriately utilized

1 the arbitration provision in the OA to determine that Bidsal must sell his interest  
2 in GVC. Similarly, the undersigned Arbitrator does not find that Bidsal  
3 inappropriately utilized the arbitration provision in the OA to institute this  
proceeding to arrive at a purchase price and an effective date of the sale.

4 The Court concludes that Judge Wall's Effective Date determination does not fall within  
5 the standards under federal or state law for vacating or partially vacating an arbitration award for  
6 exceeding his authority. The Court does not substitute its judgment for that of the arbitrator.  
7 What Judge Wall determined on this point was a well-reasoned explanation, looking at the  
8 opinions by the arbitrator/judge in the First Arbitration and whether or not that issue was directly  
9 attended, finding that the use of the dispute resolution process was not an abuse of the arbitration  
10 provision, finding that Judge Haberfeld did not rule the respondent (Bidsal) inappropriately used  
11 the arbitration provision to determine that Bidsal must sell his interest in the entity and therefore  
12 and because of the proper use of the arbitration provision for Arbitration 1, there had to be  
13 determinations made by Judge Haberfeld in Arbitration 1 whose rulings were confirmed by this  
14 Court and affirmed by the Nevada Supreme Court that the transaction would take place once  
15 there was a calculation of the formula in Section 4.2.  
16

17 While the Court is appreciative that CLA contends that the formula was always there and  
18 nobody believed that was an issue, Judge Haberfeld stated there still must be a formula  
19 calculation. Therefore the date cannot be retroactive back to 2017 because there still needs to  
20 have a formula. Realistically, if the parties thought the formula was so clean and clear, it could  
21 have been part of Arbitration 1. While the Court is not stating it should have or should not have  
22 been part of Arbitration 1, that arbitrations final award said the transaction was to take place in  
23 10 days and the parties were to use the formula which was a prospective aspect of the award.  
24

25 Then the issue arose, determined Arbitration 2, concerning to what was the elements and  
26 how to do the formula. Hence, considering the totality, the analysis provided by Judge Wall, the  
27 case authority cited by Judge Wall, the reliance of Judge Wall on Judge Haberfeld, Judge  
28

Kishner and the Nevada Supreme Court, this Court cannot find that the standards for vacating an award under NRS 38.241 or 9 USC §9 have been met.

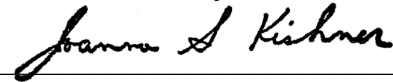
Accordingly, cause appearing,

**IT IS HEREBY ORDERED:**

1. The Motion to Partially Vacate the Award (Doc. 1) by CLA is DENIED, and

2. The Counter-Motion by Respondent Bidsal to Confirm the Final Award is GRANTED and the Final Award issued on March 12, 2022 in JAMS Ref. No. 1260005736 is CONFIRMED.

Dated this 20th day of March, 2023



**30B 6E8 86E9 AB1C**  
**Joanna S. Kushner**  
**District Court Judge**

Prepared and Submitted by:

**KENNEDY & COUVILLIER**

/s/ Todd E. Kennedy  
Todd E. Kennedy, Esq.  
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*Attorneys for CLA PROPERTIES, LLC*

Approved as to Form:

**SMITH & SHAPIRO, PLLC**

**COMPETING ORDER**

James E. Shapiro, Esq.  
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3333 E. Serene Ave., Suite 130  
Henderson, Nevada 89074  
*Attorneys for SHAWN BIDSAL*

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 CLA Properties, LLC,  
Petitioner(s)

CASE NO: A-22-854413-B

7 vs.

DEPT. NO. Department 31

8  
9 Shawn Bidsal, Respondent(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Granting was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 3/20/2023

15 James Shapiro

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16 Jennifer Bidwell

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17 Todd Kennedy

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18 Aimee Cannon

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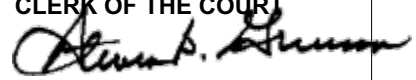
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*Attorneys for Movant CLA Properties, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLA Properties, LLC, a California limited ) Case No: A-22-854413-B  
Liability company, ) Dept.: 31

Movant (Respondent in  
Arbitration)

**CASE APPEAL STATEMENT**

v.

SHAWN BIDSAL, an individual

Respondent (Claimant in  
Arbitration).

1. Name of appellant filing the case appeal statement: CLA Properties, LLC.

2. Judge issuing the decisions, judgment and orders appealed from: Honorable Joanna S. Kishner, District Court Judge.

3. Parties to the proceedings in the District Court: (a) Movant CLA Properties, LLC (Appellant); and (b) Respondent Shawn Bidsal (Respondent).

4. Parties to the proceedings in this appeal: (a) Appellant CLA Properties, LLC; and (b) Respondent Shawn Bidsal.

5. Counsel for the parties:

CLA Properties, LLC:

- a. Robert L. Eisenberg, Esq. (Bar #950)  
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- b. Todd E. Kennedy, Esq. (Bar #6014)  
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F: 702-625-6367

Shawn Bidsal:

- a. James E. Shapiro, Esq. (Bar #7907)  
Smith & Shapiro, PLLC  
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F: 702-318-5034

6. Appellant was represented by retained counsel in the District Court proceedings.

7. Appellant is represented by retained counsel on appeal.

8. Appellant has not been granted leave to proceed in forma pauperis.

9. The District Court proceedings were commenced on June 17, 2022 (Case No. A-22-854413-B).

10. Nature of Action: Proceedings pertaining to a motion to vacate in part and countermotion to confirm a second arbitration award pertaining to a dispute between the parties on a buy/sell provision in a limited liability company operating agreement providing for the buyout of one member by another. The district court denied the motion to partially vacate and granted the countermotion to confirm. The prior arbitration, which proceeded before a different arbitrator, was confirmed by the district court (Case No. A-19-795188-P) and affirmed by the Supreme Court (Supreme Court Case No. 80427).

11. This central dispute has been the subject of a prior appeal arising out of the district court's confirmation of a final award of a prior arbitration before a different arbitrator. Case No. 80427, In Re: Petition of CLA Properties, LLC.

12. This appeal does not involve child custody or visitation.

13. Appellant believes settlement is not possible in this matter.

KENNEDY & COUVILLIER, PLLC

/s/ Todd E. Kennedy, Esq.

TODD E. KENNEDY, ESQ.

Nevada Bar No. 6014

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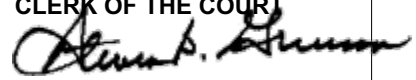
*Attorneys for Movant CLA Properties, LLC*

**CERTIFICATE OF SERVICE**

I certify that I caused to be served the above Case Appeal Statement on all counsel of record who have appeared in this matter using the Court's electronic filing and service facility April 17, 2023.

/s/ Todd E. Kennedy

An employee of Kennedy & Couvillier



TODD E. KENNEDY, ESQ.  
Nevada Bar No. 6014

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*Attorneys for Movant CLA Properties, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLA Properties, LLC, a California limited ) Case No: A-22-854413-B  
Liability company, ) Dept.: 31  
)

Movant (Respondent in  
Arbitration)

v.

SHAWN BIDSAL, an individual

Respondent (Claimant in  
Arbitration).

**NOTICE OF CLA PROPERTIES  
POSTING OF COST BOND**

Appellant/Movant Below CLA Properties, LLC hereby gives notice that a cash bond in  
the amount of \$500 has been posted for costs on appeal pursuant to NRAP 7.

KENNEDY & COUVILLIER, PLLC

/s/ Todd E. Kennedy, Esq.

TODD E. KENNEDY, ESQ.  
Nevada Bar No. 6014

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*Attorneys for Movant CLA Properties, LLC*



**CERTIFICATE OF SERVICE**

I certify that I caused to be served the above Notice of Posting Bond For Costs on all counsel of record who have appeared in this matter using the Court's electronic filing and service facility April 18, 2023.

/s/ Todd E. Kennedy  
An employee of Kennedy & Couvillier

# OFFICIAL RECEIPT

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

Payor  
Kennedy & Couvillier

Receipt No.  
**2023-24542-CCCLK**

Transaction Date  
04/18/2023

| Description  | Amount Paid   |
|--|---------------|
| On Behalf Of CLA Properties, LLC                                   |               |
| A-22-854413-B  |               |
| CLA Properties, LLC, Petitioner(s) vs. Shawn Bidsal, Respondent(s) |               |
| Appeal Bond  |               |
| Appeal Bond  | 500.00        |
| <b>SUBTOTAL</b>  | <b>500.00</b> |
| <b>PAYMENT TOTAL</b>   | <b>500.00</b> |
| Check (Ref #1369) Tendered   | 500.00        |
| Total Tendered   | <b>500.00</b> |
| Change   | 0.00          |

Appeal Bond- Kennedy & Couvillier PLLC on Behalf of CLA Properties LLC

04/18/2023  
03:04 PM

Cashier  
Station LE02

Audit  
38394279

**OFFICIAL RECEIPT**

**CASE SUMMARY****CASE NO. A-22-854413-B**

**CLA Properties, LLC, Petitioner(s)**  
**vs.**  
**Shawn Bidsal, Respondent(s)**

§  
§  
§  
§  
§

Location: **Department 31**  
 Judicial Officer: **Kishner, Joanna S.**  
 Filed on: **06/17/2022**  
 Case Number History:  
 Cross-Reference Case Number: **A854413**

**CASE INFORMATION**

Case Type: **Purchase/Sale of Stock, Assets,  
or Real Estate**

Case Status: **06/17/2022 Open**

**DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-22-854413-B  
 Court Department 31  
 Date Assigned 08/11/2022  
 Judicial Officer Kishner, Joanna S.

**PARTY INFORMATION**

**Petitioner** **CLA Properties, LLC**

*Lead Attorneys*

**Garfinkel, Louis E.**  
*Retained*  
 702-727-6258(W)

**Respondent** **Bidsal, Shawn**

**Shapiro, James E.**  
*Retained*  
 702-318-5033(W)

**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

06/17/2022



Motion

Filed By: Petitioner CLA Properties, LLC

*[1] Motion to Vacate Arbitration Award (NRS 38.241) and For Entry of Judgment*

06/17/2022



Initial Appearance Fee Disclosure

Filed By: Petitioner CLA Properties, LLC

*[2] CLA' Properties, LLC's Initial Appearance Fee Disclosure*

06/17/2022



Summons Electronically Issued - Service Pending

Party: Petitioner CLA Properties, LLC

*[3] Summons*

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

*[4] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 1 of 18)*

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

*[5] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS*

# CASE SUMMARY

CASE NO. A-22-854413-B

38.241) and for Entry of Judgment (Volume 2 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[6] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 3 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[7] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 4 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[8] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 5 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[9] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 6 of 18)

06/22/2022



Appendix

[10] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 7 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[11] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 8 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[12] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 9 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[13] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 10 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[14] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 11 of 18)

06/22/2022



Appendix

Filed By: Petitioner CLA Properties, LLC

[15] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 12 of 18)

06/22/2022

















Appendix

Filed By: Petitioner CLA Properties, LLC

[16] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS) 38.241) and for Entry of Judgment (Volume 13 of 18)















**CASE SUMMARY**

**CASE NO. A-22-854413-B**

|            |  |
|------------|--|
| 06/22/2022 |  Appendix<br>Filed By: Petitioner CLA Properties, LLC<br><i>[17] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 14 of 18)</i>   |
| 06/22/2022 |  Appendix<br>Filed By: Petitioner CLA Properties, LLC<br><i>[18] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 15 of 18)</i>   |
| 06/22/2022 |  Appendix<br>Filed By: Petitioner CLA Properties, LLC<br><i>[19] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)</i>   |
| 06/22/2022 |  Appendix<br>Filed By: Petitioner CLA Properties, LLC<br><i>[20] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 16 of 18)</i>   |
| 06/22/2022 |  Appendix<br>Filed By: Petitioner CLA Properties, LLC<br><i>[21] Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)</i>   |
| 06/24/2022 |  Clerk's Notice of Hearing<br><i>[22] Notice of Hearing</i>  |
| 07/18/2022 |  Acceptance of Service<br>Filed By: Petitioner CLA Properties, LLC<br><i>[23] Acceptance of Service</i>   |
| 08/02/2022 |  Audiovisual Transmission Equipment Appearance Request<br><i>[24] Audiovisual Transmission Equipment Appearance Request</i>   |
| 08/10/2022 |  Request to Transfer to Business Court<br><i>[25] Request for Business Court Designation</i>  |
| 08/10/2022 |  Initial Appearance Fee Disclosure<br><i>[26] Initial Appearance Fee Disclosure</i>   |
| 08/11/2022 |  Notice of Department Reassignment<br><i>[27] Notice of Department Reassignment</i>   |
| 08/11/2022 |  Notice of Department Reassignment<br><i>[28] Amended Notice of Department Reassignment</i>   |
| 09/01/2022 |  Opposition<br><i>[29] Bidsal's Opposition to CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment and Bidsal's Countermotion to Confirm Arbitration Award</i> |
| 09/20/2022 |  Stipulation and Order<br>Filed by: Respondent Bidsal, Shawn<br><i>[30] Stipulation and Order Regarding Briefing Schedule</i>   |




# CASE SUMMARY

CASE NO. A-22-854413-B



|            |   |
|------------|---|
| 09/20/2022 |  Notice of Entry of Stipulation and Order<br><i>[31] Notice of Entry of Stipulation and Order Re: Briefing Schedule</i>  |
| 10/07/2022 |  Reply in Support<br>Filed By: Petitioner CLA Properties, LLC<br><i>[32] CLA's Reply in Support of Motion to Vacate [Partially] Arbitration Award</i>                  |
| 10/07/2022 |  Opposition<br>Filed By: Petitioner CLA Properties, LLC<br><i>[33] CLA's Opposition to Shawn Bidsal's Countermotion to Confirm Arbitration Award</i>                   |
| 10/31/2022 |  Reply<br><i>[34] Bidsal's Reply In Support of Bidsal's Countermotion to Confirm Arbitration Award</i>   |
| 11/04/2022 |  Audiovisual Transmission Equipment Appearance Request<br>Party: Petitioner CLA Properties, LLC<br><i>[35] Audiovisual Transmission Equipment Appearance Request</i>   |
| 11/04/2022 |  Audiovisual Transmission Equipment Appearance Consent<br>Party: Petitioner CLA Properties, LLC<br><i>[36] Audiovisual Transmission Equipment Appearance Consent</i>   |
| 11/07/2022 |  Memorandum<br><i>[37] Court's Memo RE: Remote Appearance Information for NOVEMBER 9, 2022, Hearing</i><br><b>**PLEASE REVIEW IN ITS ENTIRETY**</b>                    |
| 11/07/2022 |  Audiovisual Transmission Equipment Appearance Request<br><i>[38] Audiovisual Transmission Appearance Request</i>  |
| 11/08/2022 |  Audiovisual Transmission Equipment Appearance Request<br>Party: Petitioner CLA Properties, LLC<br><i>[39] Audiovisual Transmission Equipment Appearance Request</i> |
| 11/08/2022 |  Audiovisual Transmission Equipment Appearance Consent<br>Party: Petitioner CLA Properties, LLC<br><i>[40] Audiovisual Transmission Equipment Appearance Consent</i> |
| 12/13/2022 |  Memorandum<br><i>[41] Court's Memo RE: Remote Appearance Information for DECEMBER 15, 2022, Hearing</i><br><b>**PLEASE REVIEW IN ITS ENTIRETY**</b>                 |
| 12/15/2022 |  Memorandum<br><i>[42] Court's Memo RE: Remote Appearance Information for DECEMBER 19, 2022, Hearing</i><br><b>**PLEASE REVIEW IN ITS ENTIRETY**</b>                 |
| 02/03/2023 |  Memorandum<br><i>[43] Court's Memo RE: Remote Appearance Information for FEBRUARY 7, 2023, Hearing</i><br><b>**PLEASE REVIEW IN ITS ENTIRETY**</b>                  |
| 02/03/2023 |  Notice of Appearance<br>Party: Petitioner CLA Properties, LLC<br><i>[44] Notice of Appearance of Counsel</i>  |

# CASE SUMMARY

CASE NO. A-22-854413-B

|            |   |
|------------|---|
| 02/24/2023 |  Court Recorders Invoice for Transcript<br><i>[45] CD/Recording Fee 2/7/23</i>   |
| 03/07/2023 |  Substitution of Attorney<br>Filed by: Petitioner CLA Properties, LLC<br><i>[46] Substitution of Counsel for CLA Properties, LLC</i>                                   |
| 03/20/2023 |  Order Granting<br><i>[47] Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award</i> |
| 03/21/2023 |  Notice of Entry<br>Filed By: Petitioner CLA Properties, LLC<br><i>[48] Notice of Entry of Order</i>   |
| 04/04/2023 |  Motion to Reduce<br>Filed By: Respondent Bidsal, Shawn<br><i>[49] Bidsal's Motion To Reduce Award To Judgment And For An Award For Attorney Fees And Costs</i>        |
| 04/05/2023 |  Clerk's Notice of Hearing<br><i>[50] Notice of Hearing</i>  |
| 04/11/2023 |  Recorders Transcript of Hearing<br><i>[51] Transcript of Proceedings: Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment -- 2-7-23</i>         |
| 04/17/2023 |  Notice of Appeal<br>Filed By: Petitioner CLA Properties, LLC<br><i>[52] NOTICE OF APPEAL</i>  |
| 04/17/2023 |  Case Appeal Statement<br>Filed By: Petitioner CLA Properties, LLC<br><i>[53] CASE APPEAL STATEMENT</i>  |
| 04/18/2023 |  Cost on Appeal Bond<br>Filed By: Petitioner CLA Properties, LLC<br><i>[54] NOTICE OF CLA PROPERTIES POSTING OF COST BOND</i>  |

## HEARINGS

|            |   |
|------------|---|
| 07/15/2022 |  <b>Minute Order</b> (8:00 AM) (Judicial Officer: Lilly-Spells, Jasmin)<br>Minute Order - No Hearing Held;<br>Journal Entry Details:<br><i>The court having received a request from the movant to continue the Motion to Vacate Arbitration Award (NRS 38.241) and Entry of Judgement, hereby continues the matter 30 days, August 16, 2022 at 9:30 am. 08/16/2022 9:30 AM MOTION TO VACATE ARBITRATION AWARD and ENTRY OF JUDGEMENT CLERK S NOTE: This Minute Order was electronically served to all registered parties for Odyssey File &amp; Serve. 7/15/22kkm;</i> |
| 02/07/2023 |  <b>Motion</b> (9:30 AM) (Judicial Officer: Kishner, Joanna S.)<br><i>Motion to Vacate Arbitration Award (NRS 38.241) and For Entry of Judgment</i><br>Court approved - see minute order 7-15-22<br>Pursuant to correspondence from counsel requesting matter be continued<br>Pursuant to correspondence from counsel requesting matter be continued   |

**CASE SUMMARY****CASE NO. A-22-854413-B**

Matter to be reset - due to current trial schedule -- upon - agreement of new date

To select new date

Counsel agreed-upon new hearing date

Hearing to be reset at request of the parties

Continued to select new hearing date

Pursuant to correspondence from counsel with agreed-upon date 1/10/22

Denied;

Journal Entry Details:

*Upon the Court's inquiry, Petitioner stated the procedural history of this matter, starting with Respondent's 2017 offer to buy-out Petitioner's membership interest at a \$5 million dollar valuation of the subject properties, which was alleged to be below the market value at the time of offer. The offer to purchase the membership interest triggered section four (4) of the operating agreement. Petitioner exercised its right under the operating agreement to purchase Respondent's membership interest. Petitioner stated that per the operating agreement the sale was to close within 30- days of any offer. Respondent disagreed with the \$5 million dollar valuation and the parties entered into the first arbitration with Judge Stephen E. Haberfeld (Ret.). Judge Haberfeld issued an arbitration award in favor of the Petitioner on April 5, 2019. This court confirmed the arbitration award on December 6, 2019. Respondent appealed the arbitration award to the Nevada Supreme Court and the arbitration award was stayed. During the stay, Respondent initiated a second arbitration to determine the purchase price of the membership interest if the appeal was unsuccessful. The second arbitration was held with Judge David Wall (Ret.), who issued an arbitration award on March 12, 2022, which set the purchase price. Respondent's appeal was unsuccessful and the sale was finalized. The Court inquired on what is left for the court to do, Petitioner responded that Respondent breached the contract by not selling within 30- days back in 2017 as outlined in the operating agreement and the Respondent should not be awarded for this breach. Furthermore, Respondent's delay afforded him the opportunity to distribute funds to himself from the profits of the joint venture which he would not have been entitled to if the sale had occurred in 2017. Court noted that this distribution of funds was not an issue until the second arbitration. Petitioner noted that distribution of funds was not a part of the initial arbitration demand, therefore, Judge Haberfeld would not address it. Petitioner argued that Judge Wall disregarded the 30- day provision in the operating agreement and Judge Wall ruled that the effective date was when the sale was consummated which awarded the Respondent for the four and a half year delay. Respondent responded that the Petitioner is trying to re-litigate this case and the instant Motion fails to meet the legal standards as set forth in 9 U.S. Code 10. Court inquiry on whether the parties wanted to the Court to consider Federal or State statutes in regards to the instant motion. Both parties agreed that either authority would lead to the same conclusion. Respondent continued to argue that Judge Wall's arbitration award was within his authority and Petitioner's motion does not meet any of the four standards set forth in the U.S. Code to vacate an arbitration award. Respondent further argued that Petitioner is attempting to backdate the date of closing even though Nevada law states a cash sale can only occur when payment is made. The Petitioner did not attempt to open escrow or provide payment to the Respondent. Respondent further argued that the Petitioner failed to identify the purchase price or indicate that the money was available. Petitioner maintained possession of the purchase money for five years while benefiting from the membership and noting that there was no effective date in the document. Judge Haberfeld's arbitration award directed Respondent to sell within 10 days. The arbitration award was confirmed by this Court which allowed an additional four (4) days. The transaction closed within the time allotted factoring in the stay because of the pending appeal. The sale was consummated within fourteen (14) days of the Supreme Court's ruling. The order was complied with. The Petitioner states no duty with identifying the purchase price, as soon as the purchase price was identified, the sale was consummated. At the second arbitration, the parties presented competing experts to determine the purchase price. The Petitioner did not tender a penny so there was no expectancy to the membership share until the purchase price was paid. Respondent argues that if Petitioner's motion is granted, it would necessitate a third arbitration. Judge Wall spent days to come to this ruling and Petitioner wants to take out one paragraph of the arbitration award in an attempt to re-litigate. Court inquiry on what relief Respondent is seeking in its countermotion, Respondent stated its request for an order confirming Judge Wall's arbitration order to be a final order. Further arguments by Petitioner and Respondent regarding the merits of and opposition to the motion and countermotion. Court stated its findings. Petitioner's motion did not meet the standards of Federal or State statutes to vacate the arbitration award, therefore, COURT ORDERS Petitioner's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment is DENIED. COURT DIRECTED Respondent to prepare the Order with detailed Findings of Fact and Conclusions of Law, circulate to opposing counsel, and submit to the Court pursuant to EDCR 7.21 and the current Administrative Orders. Colloquy with counsel regarding the time necessary to prepare the order, Court directs counsel to submit*



EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-22-854413-B**

|            |  |  |
|------------|--|--|
| 05/09/2023 | <p><i>order within twenty-eight (28) days and provided clarification on how to submit competing orders for consideration. ;</i></p> <p><b>Motion to Reduce</b> (8:30 AM) (Judicial Officer: Kishner, Joanna S.)<br/> <i>Bidsal's Motion To Reduce Award To Judgment And For An Award For Attorney Fees And Costs</i></p> |  |
|------------|--|--|

| DATE | FINANCIAL INFORMATION  |  |
|------|--|--|
|      | <p><b>Petitioner</b> CLA Properties, LLC</p> <p>Total Charges 416.00</p> <p>Total Payments and Credits 416.00</p> <p><b>Balance Due as of 4/19/2023 0.00</b></p><br><p><b>Respondent</b> Bidsal, Shawn</p> <p>Total Charges 1,507.50</p> <p>Total Payments and Credits 1,507.50</p> <p><b>Balance Due as of 4/19/2023 0.00</b></p><br><p><b>Petitioner</b> CLA Properties, LLC</p> <p>Appeal Bond Balance as of 4/19/2023 500.00</p> |  |

# DISTRICT COURT CIVIL COVER SHEET

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

CASE NO: A-22-854413-J  
Department 23

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

|  |  |
|--|--|
| Plaintiff(s) (name/address/phone):<br><b>CLA PROPERTIES, LLC, a California limited liability company,</b>  | Defendant(s) (name/address/phone):<br><b>SHAWN BIDSAL, an individual</b>   |
|  |  |
|  |  |
| Attorney (name/address/phone):<br><b>Louis E. Garfinkel, Esq./Nevada Bar No. 3416</b><br><b>Reisman Sorokac</b><br><b>8965 S. Eastern Ave, Suite 382, Las Vegas, NV 89123</b><br><b>(702) 727-6258</b> | Attorney (name/address/phone):<br><b>James E. Shapiro, Esq./Nevada Bar No. 007907</b><br><b>Smith &amp; Shapiro, PLLC</b><br><b>3333 E. Serene Ave., Suite 130, Henderson, NV 89074</b><br><b>(702) 318-5033</b> |

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

### Civil Case Filing Types

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

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

6/17/22

Date

Shawn S. Bidsal

Signature of initiating party or representative

*See other side for family-related case filings.*

# BUSINESS COURT CIVIL COVER SHEET

County, Nevada

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

**CASE NO: A-22-854413-J**  
**Department 23**

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

|  |  |
|--|--|
| Plaintiff(s) (name/address/phone):   | Defendant(s) (name/address/phone):   |
| CLA, PROPERTIES, LLC, a California limited liability company,  | SHAWN BIDSAL, an individual  |
|  |  |
| Attorney (name/address/phone):   | Attorney (name/address/phone):   |
| Louis Garfinkel, Esq. / Reisman Sorokac<br>8965 South eastern Ave., Ste. 382, Las Vegas, Nevada 89123<br>702-727-6258 / lgarfinkel@rsnvlaw.com | James E. Shapiro, Esq. / Smith & Shapiro, PLLC<br>3333 E. Serene Ave., Ste. 130, Henderson, Nevada 89074<br>702-318-5033 / jshapiro@smithshapiro.com |

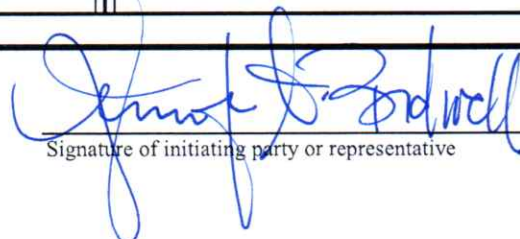
## II. Nature of Controversy (Please check the applicable boxes for both the civil case type and business court case type)

☐ Arbitration Requested

| Civil Case Filing Types  |   | Business Court Filing Types   |
|--|---|---|
| <b>Real Property</b><br><b>Landlord/Tenant</b><br><input type="checkbox"/> Unlawful Detainer<br><input type="checkbox"/> Other Landlord/Tenant<br><b>Title to Property</b><br><input type="checkbox"/> Judicial Foreclosure<br><input type="checkbox"/> Foreclosure Mediation Assistance<br><input type="checkbox"/> Other Title to Property<br><b>Other Real Property</b><br><input type="checkbox"/> Condemnation/Eminent Domain<br><input checked="" type="checkbox"/> Other Real Property  | <b>Torts</b><br><b>Negligence</b><br><input type="checkbox"/> Auto<br><input type="checkbox"/> Premises Liability<br><input type="checkbox"/> Other Negligence<br><b>Malpractice</b><br><input type="checkbox"/> Medical/Dental<br><input type="checkbox"/> Legal<br><input type="checkbox"/> Accounting<br><input type="checkbox"/> Other Malpractice<br><br><b>Other Torts</b><br><input type="checkbox"/> Product Liability<br><input type="checkbox"/> Intentional Misconduct<br><input type="checkbox"/> Employment Tort<br><input type="checkbox"/> Insurance Tort<br><input type="checkbox"/> Other Tort<br><br><b>Civil Writs</b><br><input type="checkbox"/> Writ of Habeas Corpus<br><input type="checkbox"/> Writ of Mandamus<br><input type="checkbox"/> Writ of Quo Warrant<br><input type="checkbox"/> Writ of Prohibition<br><input type="checkbox"/> Other Civil Writ | <b>CLARK COUNTY BUSINESS COURT</b><br><input type="checkbox"/> NRS Chapters 78-89<br><input type="checkbox"/> Commodities (NRS 91)<br><input type="checkbox"/> Securities (NRS 90)<br><input type="checkbox"/> Mergers (NRS 92A)<br><input type="checkbox"/> Uniform Commercial Code (NRS 104)<br><input checked="" type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate<br><input type="checkbox"/> Trademark or Trade Name (NRS 600)<br><input type="checkbox"/> Enhanced Case Management<br><input type="checkbox"/> Other Business Court Matters<br><br><b>WASHOE COUNTY BUSINESS COURT</b><br><input type="checkbox"/> NRS Chapters 78-88<br><input type="checkbox"/> Commodities (NRS 91)<br><input type="checkbox"/> Securities (NRS 90)<br><input type="checkbox"/> Investments (NRS 104 Art.8)<br><input type="checkbox"/> Deceptive Trade Practices (NRS 598)<br><input type="checkbox"/> Trademark/Trade Name (NRS 600)<br><input type="checkbox"/> Trade Secrets (NRS 600A)<br><input type="checkbox"/> Enhanced Case Management<br><input type="checkbox"/> Other Business Court Matters |
| <b>Construction Defect &amp; Contract</b><br><b>Construction Defect</b><br><input type="checkbox"/> Chapter 40<br><input type="checkbox"/> Other Construction Defect<br><b>Contract Case</b><br><input type="checkbox"/> Uniform Commercial Code<br><input type="checkbox"/> Building and Construction<br><input type="checkbox"/> Insurance Carrier<br><input type="checkbox"/> Commercial Instrument<br><input type="checkbox"/> Collection of Accounts<br><input type="checkbox"/> Employment Contract<br><input type="checkbox"/> Other Contract |   |   |
| <b>Judicial Review/Appeal/Other Civil Filing</b>   |   |   |
| <b>Appeal Other</b><br><input type="checkbox"/> Appeal from Lower Court  |   | <b>Other Civil Filing</b><br><input type="checkbox"/> Foreign Judgment<br><input type="checkbox"/> Other Civil Matters  |

08/11/22

Date

  
 Signature of initiating party or representative

**ORDR**

TODD E. KENNEDY, ESQ.

Nevada Bar No. 6014

**KENNEDY & COUVILLIER**

3271 E. Warm Springs Rd.

Las Vegas, Nevada 89120

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*Attorneys for Movant CLA Properties, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CLA Properties, LLC, a California limited ) Case No: A-22-854413-B  
Liability company, ) Dept.: 31

Movant (Respondent in  
Arbitration)

Date: February 7, 2023  
Time: 9:15 a.m.

v.

SHAWN BIDSAL, an individual

Respondent (Claimant in  
Arbitration).

**ORDER GRANTING BIDSAL'S COUNTERMOTION TO CONFIRM ARBITRATION  
AWARD AND DENYING CLA PROPERTIES, LLC'S  
MOTION TO VACATE ARBITRATION AWARD**

THIS MATTER came on before the Court on CLA PROPERTIES, LLC's ("CLA" or "Movant") Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (the "Motion") and on SHAWN BIDSAL's ("Bidsal" or "Respondent") Countermotion to Confirm Arbitration (the "Countermotion") on February 7, 2023. Respondent appeared by and through his attorneys of record, SMITH & SHAPIRO, PLLC and Movant appeared through its attorneys of record, REISMAN SOROKAC and KENNEDY & COUVILLIER.

The Court having entertained arguments of counsel, having held a hearing on the matters, having reviewed the papers and pleadings on file herein, the Court being fully advised in the premises, and good cause appearing:

## PROCEDURAL AND RELEVANT FACTUAL BACKGROUND

### A. The First Arbitration

This is the second proceeding in the Eighth Judicial District Court arising out of arbitrations between the parties in connection with a Buy-Sell provision in the Operating Agreement in a company for which CLA and Bidsal were the sole members, Green Valley Commerce, LLC ("GVC" or "Company"), a Nevada limited liability company, which owns and manages real property.

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CLA commenced an action to confirm that first arbitration award, and Bidsal responded opposing confirmation and counter-moving to vacate the award. The Court, in Case No. A-19-795188-P, confirmed the award on December 6, 2019, ordering that Bidsal perform within 14 days of this Court's confirmation order, allowing an additional four (4) days more than the ten (10) days Judge Haberfeld allowed for Bidsal to consummate the transaction. Bidsal appealed and sought and obtained a stay of the Court's order pending that appeal. The Supreme Court affirmed on March 17, 2022

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After confirmation by this Court of Arbitration 1 (but before any determination on appeal to the Supreme Court) Bidsal commenced a second arbitration, assigned to the Hon. David Wall (Ret.), on February 7, 2020 (JAMS Ref No. 1260005736) ("Arbitration 2"). That Arbitration 2 involved, among other things not pertinent to this Court's determination of the issues before it, a determination of what numbers should be plugged into the formula for calculation of a final sale price to be paid by CLA to Bidsal for his 50% ownership interest as ordered by Judge Haberfeld, *assuming* that award and the court's confirmation were affirmed on appeal by the Nevada Supreme Court and CLA's contention that the ultimate purchase consideration should be reduced

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### 10 ANALYSIS AND DECISION

11 The question before the Court for decision today is whether Judge Wall's arbitration  
12 award meets the standards in which the court should vacate or partially vacate the award. The  
13 Court finds that he did not and that it is appropriate to confirm the arbitration award as an order  
14 and deny the Motion to (partially) Vacate.

15 Both parties agreed on inquiry by the Court that the Operating Agreement provides that  
16 the arbitration shall proceed under the FAA but that outcome is the same whether analyzed under  
17 the Federal Arbitration Act or Nevada state law standards. A motion to partially vacate an  
18 arbitration award is allowable and properly before the court pursuant to *Comedy Club, Inc. v.*  
19 *Improv. W. Assocs.*, 553 F3d 1277, 1293 (9<sup>th</sup> Cir. 2009).

20 Each Arbitration Act recognizes a ground for vacating or partially vacating an arbitration  
21 award where the arbitrator exceeds his or her powers and provides various excesses for their  
22 definition of those excesses, including the arbitrator's award being completely irrational or a  
23 manifest disregard of the law. *Kyocera Corp. v. Prudential-Bache Trade Servs.*, 341 F.3d 987,  
24 997 (9<sup>th</sup> Cir. 2003). Additionally, review is not limited to statutory grounds. *Graber v.*  
25 *Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115 (1995).

26  
27 <sup>2</sup> The transaction in fact closed shortly after the Supreme Court affirmed the Court's  
28 confirmation of Arbitration 1, with the purchase price paid to Bidsal by CLA in the amount  
determined by Judge Wall in Arbitration 2.

As Judge Wall noted in his award, there were certain aspects, such as tender, that were outside of his scope of authority, and Judge Wall was looking at the issues specifically before him. Whether one phrases the term as “effective date” or applying back to when the letter putting into play the triggering of the sale of the membership interest under Operating Agreement Section 4.2 that date being in 2017, or some other date, the Court must look to the underlying issues presented and decided in the two arbitration awards and the underlying agreement between the parties.

Considering the underlying award by Judge Haberfeld in Arbitration 1, the Court notes that the reference by CLA to his statement of a closing within 30 days on page 11 of his award was under the section specifically entitled “‘Core’ Arbitration Issues” commencing on page 4 and continuing to paragraph C on page 11, which is a subparagraph of paragraph 20 which commenced on page 10 of Judge Haberfeld’s award. Section C states:

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/ or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way ---although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

That paragraph is discussing specifically the appraisal provision of Section 4.2 and the background in regards to the appraisal provision. The Court does not view that discussion and the discussion of a September 3, 2017, closing to be an affirmative ruling by Judge Haberfeld that the date for calculating damages would be September 3, 2017. Indeed, in Section V “Relief



1 Granted and Denied,” in paragraph 1, the specific relief provided states:

2 Within ten (10) days of the issuance of this Final Award, Respondent Sharam  
3 Bidsal also known as Shawn Bidsal (“Mr. Bidsal”) shall (A) transfer his fifty  
4 percent (50%) Membership Interest in Green Valley Commerce, LLC (“Green  
5 Valley”), free and clear of all liens and encumbrances, to Claimant CLA  
6 Properties, LLC, at a price computed in accordance with the contractual formula  
set forth in Section 4.2 of the Green Valley Operating Agreement with the “FMV”  
portion of the formula fixed as Five Million Dollars and No Cents  
(\$5,000,000.00) and further, (B) execute any and all documents necessary to  
effectuate such sale and transfer.

7  
8 Paragraph 2 of that sections states that Mr. Bidsal shall take nothing by his Counterclaim. When  
9 the Court looks at what was actually the relief granted, it was prospective, to be done within 10  
10 days at a price to be computed by the formula in Section 4.2 of the Operating Agreement, but not  
11 actually determining the price. If it was the intention of Judge Haberfeld to have this calculation  
12 done at the 2017 price and that formula price had already been calculated, that would have been  
13 in the award. Accordingly, the actual relief awarded is what this Court confirmed in the prior  
14 arbitration and the Supreme Court affirmed, and it was not confirming any specific date for  
15 performance or calculation of damages in 2017.

16  
17 Turning to the Second Arbitration Final Award, attached to the Motion To Vacate and  
18 also included in the Appendix, the analysis with regards to distributions commences at page 10.  
19 Judge Wall discussed the language of Exhibit B to the Operating Agreement regarding preferred  
20 allocations and other allocations, then he moves to 2017 onward, quoting the correct ambiguous  
21 contractual provisions which an arbitrator can do being fair and reasonable, and cites to *Mohr*  
22 *Park Manor, Inc. v. Mohr*, 83 Nev. 107, 424 P.2d 101 (1967) and Williston on Contracts for the  
23 pertinent legal authority. At Paragraph D, commencing on page 22, Judge Wall addresses the  
24 Effective Date of Sale. The Court recognizes that “Effective Date” is not a defined term or term  
25 of art within the Operating Agreement that the parties agreed to, it is a term that arose during the  
26 Second Arbitration and wasn’t utilized in the First Arbitration because the fixing of a date in  
27  
28

2017 or otherwise for the triggering of any damages was not addressed by Judge Haberfeld in the First Arbitration. In his determination, Judge Wall made the following determination:

In addition to the purchase price under the formula in Section 4.2 of the OA, it is necessary to determine an effective date of the sale of Bidsal's interest in GVC. Respondent avers that the effective date of sale is September of 2017, the time when Respondent contends his counteroffer transaction should have been consummated. This contention is without merit.[] The transaction has never been completed. Judge Haberfeld, in his award in April of 2019, directed that the transaction take place forthwith. He did not find an effective date of the transaction to have occurred over a year earlier. The OA provides for a procedure for completing a sale of a membership interest, which procedure has not yet been completed. Claimant has continued to act as a member (and manager) of GVC since September of 2017, and Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the OA. Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, he cannot be required to divest himself of those distributions. He has also been treated as a member for GVC for tax purposes since 2017 and paid taxes on the distributions that Respondent now seeks to claw back. Additionally, treating the sale as having an effective date of September of 2017 would require Respondent to compensate Bidsal for his services as a property manager over the past four years.

It is the determination of the Arbitrator, based upon all of the relevant evidence in this matter, that the effective date of the purchase of Bidsal's interest has not yet come to pass. Pursuant to Judge Haberfeld's final award, the transfer is to take place ten days of the effective issuance thereof. As that award (through Judge Kishner's denial of Bidsal's Motion to Vacate and Order Confirming Award) has been stayed pending the appeal to the Nevada Supreme Court, enforcement Judge Haberfeld's award requiring the sale is effectively postponed. The instant Award is essentially declaratory in nature. Should the stay be lifted, Judge Haberfeld's award directing that the sale take place becomes effective and the instant Final Award has now used a reasonable interpretation of the formula in Section 4.2 to arrive at purchase price.

At footnote 12, Judge wall notes that his analysis "presumes, of course, that Judge Kishner's Order Confirming Award is upheld by the appellate court. This presumption is not based on any consideration of the merit of such an appeal, but any other presumption effectively makes this Award moot." Judge Wall further determined at the top of page 24 of the Arbitration 2 Final Award:

In closing argument, counsel for Claimant has requested interest be awarded from September of 2017 forward on the purchase price, arguing that Bidsal has lost the right to use those funds over the last four years based on CLA's failure to perform. It is the determination of the Arbitrator that Bidsal is not entitled to recover interest on funds he would've received for a transaction which has not yet occurred. Judge Haberfeld did not rule that Respondents inappropriately utilized

1 the arbitration provision in the OA to determine that Bidsal must sell his interest  
2 in GVC. Similarly, the undersigned Arbitrator does not find that Bidsal  
3 inappropriately utilized the arbitration provision in the OA to institute this  
proceeding to arrive at a purchase price and an effective date of the sale.

4 The Court concludes that Judge Wall's Effective Date determination does not fall within  
5 the standards under federal or state law for vacating or partially vacating an arbitration award for  
6 exceeding his authority. The Court does not substitute its judgment for that of the arbitrator.  
7 What Judge Wall determined on this point was a well-reasoned explanation, looking at the  
8 opinions by the arbitrator/judge in the First Arbitration and whether or not that issue was directly  
9 attended, finding that the use of the dispute resolution process was not an abuse of the arbitration  
10 provision, finding that Judge Haberfeld did not rule the respondent (Bidsal) inappropriately used  
11 the arbitration provision to determine that Bidsal must sell his interest in the entity and therefore  
12 and because of the proper use of the arbitration provision for Arbitration 1, there had to be  
13 determinations made by Judge Haberfeld in Arbitration 1 whose rulings were confirmed by this  
14 Court and affirmed by the Nevada Supreme Court that the transaction would take place once  
15 there was a calculation of the formula in Section 4.2.  
16

17 While the Court is appreciative that CLA contends that the formula was always there and  
18 nobody believed that was an issue, Judge Haberfeld stated there still must be a formula  
19 calculation. Therefore the date cannot be retroactive back to 2017 because there still needs to  
20 have a formula. Realistically, if the parties thought the formula was so clean and clear, it could  
21 have been part of Arbitration 1. While the Court is not stating it should have or should not have  
22 been part of Arbitration 1, that arbitrations final award said the transaction was to take place in  
23 10 days and the parties were to use the formula which was a prospective aspect of the award.  
24

25 Then the issue arose, determined Arbitration 2, concerning to what was the elements and  
26 how to do the formula. Hence, considering the totality, the analysis provided by Judge Wall, the  
27 case authority cited by Judge Wall, the reliance of Judge Wall on Judge Haberfeld, Judge  
28

Kishner and the Nevada Supreme Court, this Court cannot find that the standards for vacating an award under NRS 38.241 or 9 USC §9 have been met.

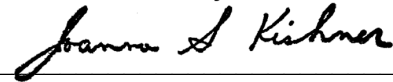
Accordingly, cause appearing,

**IT IS HEREBY ORDERED:**

1. The Motion to Partially Vacate the Award (Doc. 1) by CLA is DENIED, and

2. The Counter-Motion by Respondent Bidsal to Confirm the Final Award is GRANTED and the Final Award issued on March 12, 2022 in JAMS Ref. No. 1260005736 is CONFIRMED.

Dated this 20th day of March, 2023



**30B 6E8 86E9 AB1C**  
**Joanna S. Kushner**  
**District Court Judge**

Prepared and Submitted by:

**KENNEDY & COUVILLIER**

/s/ Todd E. Kennedy  
Todd E. Kennedy, Esq.  
Nevada Bar No. 6014  
3271 E. Warm Springs Rd.  
Las Vegas, Nevada 89120  
(702) 605-3440  
*Attorneys for CLA PROPERTIES, LLC*

Approved as to Form:

**SMITH & SHAPIRO, PLLC**

**COMPETING ORDER**

James E. Shapiro, Esq.  
Nevada Bar No. 7907  
3333 E. Serene Ave., Suite 130  
Henderson, Nevada 89074  
*Attorneys for SHAWN BIDSAL*

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 CLA Properties, LLC,  
7 Petitioner(s)

CASE NO: A-22-854413-B

8 vs.

DEPT. NO. Department 31

9 Shawn Bidsal, Respondent(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Granting was served via the court's electronic eFile system to all  
14 recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/20/2023

16 James Shapiro

jshapiro@smithshapiro.com

17 Jennifer Bidwell

jbidwell@smithshapiro.com

18 Todd Kennedy

tkennedy@kclawnv.com

19 Aimee Cannon

acannon@smithshapiro.com

20 America Gomez-Oropeza

aoropeza@smithshapiro.com

21 Melanie Bruner

mbruner@rsnvlaw.com

22 Louis Garfinkel

lgarfinkel@rsnvlaw.com

23

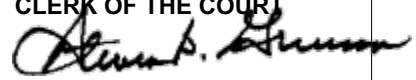
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27

28



NEO  
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**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that the Court entered the attached Order on March 20, 2023.

/s/ Todd E. Kennedy, Esq.

TODD E. KENNEDY, ESQ.

Nevada Bar No. 6014

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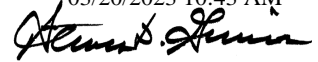
[Tkennedy@kclawnv.com](mailto:Tkennedy@kclawnv.com)

*Attorneys for Movant CLA Properties, LLC*

**CERTIFICATE OF SERVICE**

I certify that I caused to be served the above Notice of Entry of Order on all counsel of record who have appeared in this matter using the Court's electronic filing and service facility on March 21, 2023.

/s/ Todd E. Kennedy  
An employee of Kennedy & Couvillier

  
CLERK OF THE COURT

**ORDR**

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### 10 ANALYSIS AND DECISION

11 The question before the Court for decision today is whether Judge Wall's arbitration  
12 award meets the standards in which the court should vacate or partially vacate the award. The  
13 Court finds that he did not and that it is appropriate to confirm the arbitration award as an order  
14 and deny the Motion to (partially) Vacate.

15 Both parties agreed on inquiry by the Court that the Operating Agreement provides that  
16 the arbitration shall proceed under the FAA but that outcome is the same whether analyzed under  
17 the Federal Arbitration Act or Nevada state law standards. A motion to partially vacate an  
18 arbitration award is allowable and properly before the court pursuant to *Comedy Club, Inc. v.*  
19 *Improv. W. Assocs.*, 553 F3d 1277, 1293 (9<sup>th</sup> Cir. 2009).

20 Each Arbitration Act recognizes a ground for vacating or partially vacating an arbitration  
21 award where the arbitrator exceeds his or her powers and provides various excesses for their  
22 definition of those excesses, including the arbitrator's award being completely irrational or a  
23 manifest disregard of the law. *Kyocera Corp. v. Prudential-Bache Trade Servs.*, 341 F.3d 987,  
24 997 (9<sup>th</sup> Cir. 2003). Additionally, review is not limited to statutory grounds. *Graber v.*  
25 *Comstock Bank*, 111 Nev. 1421, 1426, 905 P.2d 1112, 1115 (1995).

26  
27 <sup>2</sup> The transaction in fact closed shortly after the Supreme Court affirmed the Court's  
28 confirmation of Arbitration 1, with the purchase price paid to Bidsal by CLA in the amount  
determined by Judge Wall in Arbitration 2.

As Judge Wall noted in his award, there were certain aspects, such as tender, that were outside of his scope of authority, and Judge Wall was looking at the issues specifically before him. Whether one phrases the term as “effective date” or applying back to when the letter putting into play the triggering of the sale of the membership interest under Operating Agreement Section 4.2 that date being in 2017, or some other date, the Court must look to the underlying issues presented and decided in the two arbitration awards and the underlying agreement between the parties.

Considering the underlying award by Judge Haberfeld in Arbitration 1, the Court notes that the reference by CLA to his statement of a closing within 30 days on page 11 of his award was under the section specifically entitled “‘Core’ Arbitration Issues” commencing on page 4 and continuing to paragraph C on page 11, which is a subparagraph of paragraph 20 which commenced on page 10 of Judge Haberfeld’s award. Section C states:

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/ or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way ---although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

That paragraph is discussing specifically the appraisal provision of Section 4.2 and the background in regards to the appraisal provision. The Court does not view that discussion and the discussion of a September 3, 2017, closing to be an affirmative ruling by Judge Haberfeld that the date for calculating damages would be September 3, 2017. Indeed, in Section V “Relief

1 Granted and Denied,” in paragraph 1, the specific relief provided states:

2       Within ten (10) days of the issuance of this Final Award, Respondent Sharam  
3       Bidsal also known as Shawn Bidsal (“Mr. Bidsal”) shall (A) transfer his fifty  
4       percent (50%) Membership Interest in Green Valley Commerce, LLC (“Green  
5       Valley”), free and clear of all liens and encumbrances, to Claimant CLA  
6       Properties, LLC, at a price computed in accordance with the contractual formula  
7       set forth in Section 4.2 of the Green Valley Operating Agreement with the “FMV”  
8       portion of the formula fixed as Five Million Dollars and No Cents  
9       (\$5,000,000.00) and further, (B) execute any and all documents necessary to  
10      effectuate such sale and transfer.

11      Paragraph 2 of that sections states that Mr. Bidsal shall take nothing by his Counterclaim. When  
12      the Court looks at what was actually the relief granted, it was prospective, to be done within 10  
13      days at a price to be computed by the formula in Section 4.2 of the Operating Agreement, but not  
14      actually determining the price. If it was the intention of Judge Haberfeld to have this calculation  
15      done at the 2017 price and that formula price had already been calculated, that would have been  
16      in the award. Accordingly, the actual relief awarded is what this Court confirmed in the prior  
17      arbitration and the Supreme Court affirmed, and it was not confirming any specific date for  
18      performance or calculation of damages in 2017.

19      Turning to the Second Arbitration Final Award, attached to the Motion To Vacate and  
20      also included in the Appendix, the analysis with regards to distributions commences at page 10.  
21      Judge Wall discussed the language of Exhibit B to the Operating Agreement regarding preferred  
22      allocations and other allocations, then he moves to 2017 onward, quoting the correct ambiguous  
23      contractual provisions which an arbitrator can do being fair and reasonable, and cites to *Mohr*  
24      *Park Manor, Inc. v. Mohr*, 83 Nev. 107, 424 P.2d 101 (1967) and Williston on Contracts for the  
25      pertinent legal authority. At Paragraph D, commencing on page 22, Judge Wall addresses the  
26      Effective Date of Sale. The Court recognizes that “Effective Date” is not a defined term or term  
27      of art within the Operating Agreement that the parties agreed to, it is a term that arose during the  
28      Second Arbitration and wasn’t utilized in the First Arbitration because the fixing of a date in

2017 or otherwise for the triggering of any damages was not addressed by Judge Haberfeld in the First Arbitration. In his determination, Judge Wall made the following determination:

In addition to the purchase price under the formula in Section 4.2 of the OA, it is necessary to determine an effective date of the sale of Bidsal's interest in GVC. Respondent avers that the effective date of sale is September of 2017, the time when Respondent contends his counteroffer transaction should have been consummated. This contention is without merit.[] The transaction has never been completed. Judge Haberfeld, in his award in April of 2019, directed that the transaction take place forthwith. He did not find an effective date of the transaction to have occurred over a year earlier. The OA provides for a procedure for completing a sale of a membership interest, which procedure has not yet been completed. Claimant has continued to act as a member (and manager) of GVC since September of 2017, and Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the OA. Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, he cannot be required to divest himself of those distributions. He has also been treated as a member for GVC for tax purposes since 2017 and paid taxes on the distributions that Respondent now seeks to claw back. Additionally, treating the sale as having an effective date of September of 2017 would require Respondent to compensate Bidsal for his services as a property manager over the past four years.

It is the determination of the Arbitrator, based upon all of the relevant evidence in this matter, that the effective date of the purchase of Bidsal's interest has not yet come to pass. Pursuant to Judge Haberfeld's final award, the transfer is to take place ten days of the effective issuance thereof. As that award (through Judge Kishner's denial of Bidsal's Motion to Vacate and Order Confirming Award) has been stayed pending the appeal to the Nevada Supreme Court, enforcement Judge Haberfeld's award requiring the sale is effectively postponed. The instant Award is essentially declaratory in nature. Should the stay be lifted, Judge Haberfeld's award directing that the sale take place becomes effective and the instant Final Award has now used a reasonable interpretation of the formula in Section 4.2 to arrive at purchase price.

At footnote 12, Judge wall notes that his analysis "presumes, of course, that Judge Kishner's Order Confirming Award is upheld by the appellate court. This presumption is not based on any consideration of the merit of such an appeal, but any other presumption effectively makes this Award moot." Judge Wall further determined at the top of page 24 of the Arbitration 2 Final Award:

In closing argument, counsel for Claimant has requested interest be awarded from September of 2017 forward on the purchase price, arguing that Bidsal has lost the right to use those funds over the last four years based on CLA's failure to perform. It is the determination of the Arbitrator that Bidsal is not entitled to recover interest on funds he would've received for a transaction which has not yet occurred. Judge Haberfeld did not rule that Respondents inappropriately utilized



1 the arbitration provision in the OA to determine that Bidsal must sell his interest  
2 in GVC. Similarly, the undersigned Arbitrator does not find that Bidsal  
3 inappropriately utilized the arbitration provision in the OA to institute this  
proceeding to arrive at a purchase price and an effective date of the sale.

4 The Court concludes that Judge Wall's Effective Date determination does not fall within  
5 the standards under federal or state law for vacating or partially vacating an arbitration award for  
6 exceeding his authority. The Court does not substitute its judgment for that of the arbitrator.  
7 What Judge Wall determined on this point was a well-reasoned explanation, looking at the  
8 opinions by the arbitrator/judge in the First Arbitration and whether or not that issue was directly  
9 attended, finding that the use of the dispute resolution process was not an abuse of the arbitration  
10 provision, finding that Judge Haberfeld did not rule the respondent (Bidsal) inappropriately used  
11 the arbitration provision to determine that Bidsal must sell his interest in the entity and therefore  
12 and because of the proper use of the arbitration provision for Arbitration 1, there had to be  
13 determinations made by Judge Haberfeld in Arbitration 1 whose rulings were confirmed by this  
14 Court and affirmed by the Nevada Supreme Court that the transaction would take place once  
15 there was a calculation of the formula in Section 4.2.  
16

17 While the Court is appreciative that CLA contends that the formula was always there and  
18 nobody believed that was an issue, Judge Haberfeld stated there still must be a formula  
19 calculation. Therefore the date cannot be retroactive back to 2017 because there still needs to  
20 have a formula. Realistically, if the parties thought the formula was so clean and clear, it could  
21 have been part of Arbitration 1. While the Court is not stating it should have or should not have  
22 been part of Arbitration 1, that arbitrations final award said the transaction was to take place in  
23 10 days and the parties were to use the formula which was a prospective aspect of the award.  
24

25 Then the issue arose, determined Arbitration 2, concerning to what was the elements and  
26 how to do the formula. Hence, considering the totality, the analysis provided by Judge Wall, the  
27 case authority cited by Judge Wall, the reliance of Judge Wall on Judge Haberfeld, Judge  
28

Kishner and the Nevada Supreme Court, this Court cannot find that the standards for vacating an award under NRS 38.241 or 9 USC §9 have been met.

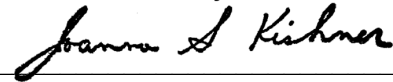
Accordingly, cause appearing,

**IT IS HEREBY ORDERED:**

1. The Motion to Partially Vacate the Award (Doc. 1) by CLA is DENIED, and

2. The Counter-Motion by Respondent Bidsal to Confirm the Final Award is GRANTED and the Final Award issued on March 12, 2022 in JAMS Ref. No. 1260005736 is CONFIRMED.

Dated this 20th day of March, 2023



**30B 6E8 86E9 AB1C**  
**Joanna S. Kushner**  
**District Court Judge**

Prepared and Submitted by:

**KENNEDY & COUVILLIER**

/s/ Todd E. Kennedy  
Todd E. Kennedy, Esq.  
Nevada Bar No. 6014  
3271 E. Warm Springs Rd.  
Las Vegas, Nevada 89120  
(702) 605-3440  
*Attorneys for CLA PROPERTIES, LLC*

Approved as to Form:

**SMITH & SHAPIRO, PLLC**

**COMPETING ORDER**

James E. Shapiro, Esq.  
Nevada Bar No. 7907  
3333 E. Serene Ave., Suite 130  
Henderson, Nevada 89074  
*Attorneys for SHAWN BIDSAL*



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 CLA Properties, LLC,  
Petitioner(s)

CASE NO: A-22-854413-B

7 vs.

DEPT. NO. Department 31

8  
9 Shawn Bidsal, Respondent(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order Granting was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 3/20/2023

15 James Shapiro

jshapiro@smithshapiro.com

16 Jennifer Bidwell

jbidwell@smithshapiro.com

17 Todd Kennedy

tkennedy@kclawnv.com

18 Aimee Cannon

acannon@smithshapiro.com

19 America Gomez-Oropeza

aoropeza@smithshapiro.com

20 Melanie Bruner

mbruner@rsnvlaw.com

21 Louis Garfinkel

lgarfinkel@rsnvlaw.com

22

23

24

25

26

27

28

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,  
or Real Estate**

**COURT MINUTES**

**July 15, 2022**

---

A-22-854413-B      CLA Properties, LLC, Petitioner(s)  
vs.  
Shawn Bidsal, Respondent(s)

---

**July 15, 2022      8:00 AM      Minute Order**

**HEARD BY:** Lilly-Spells, Jasmin      **COURTROOM:** Chambers

**COURT CLERK:** Kathryn Hansen-McDowell

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- The court having received a request from the movant to continue the Motion to Vacate Arbitration Award (NRS 38.241) and Entry of Judgement, hereby continues the matter 30 days, August 16, 2022 at 9:30 am.

08/16/2022 9:30 AM MOTION TO VACATE ARBITRATION ARWARD and ENTRY OF JUDGEMENT

CLERK S NOTE: This Minute Order was electronically served to all registered parties for Odyssey File & Serve. 7/15/22khm

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

## Purchase/Sale of Stock, Assets, or Real Estate

## COURT MINUTES

February 07, 2023

A-22-854413-B      CLA Properties, LLC, Petitioner(s)  
vs.  
Shawn Bidsal, Respondent(s)

**February 07, 2023      9:30 AM      Motion**

**HEARD BY:** Kishner, Joanna S.

**COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Stephanie Rapel  
Benjamin Signoretti

**RECORDER:** Lara Corcoran

**REPORTER:**

## PARTIES

|                 |                     |            |
|-----------------|---------------------|------------|
| <b>PRESENT:</b> | Bidsal, Shawn       | Respondent |
|                 | Garfinkel, Louis E. | Attorney   |
|                 | Kennedy, Todd E.    | Attorney   |
|                 | Shapiro, James E.   | Attorney   |

## JOURNAL ENTRIES

- Upon the Court's inquiry, Petitioner stated the procedural history of this matter, starting with Respondent's 2017 offer to buy-out Petitioner's membership interest at a \$5 million dollar valuation of the subject properties, which was alleged to be below the market value at the time of offer. The offer to purchase the membership interest triggered section four (4) of the operating agreement. Petitioner exercised its right under the operating agreement to purchase Respondent's membership interest. Petitioner stated that per the operating agreement the sale was to close within 30- days of any offer. Respondent disagreed with the \$5 million dollar valuation and the parties entered into the first arbitration with Judge Stephen E. Haberfeld (Ret.). Judge Haberfeld issued an arbitration award in favor of the Petitioner on April 5, 2019. This court confirmed the arbitration award on December 6, 2019. Respondent appealed the arbitration award to the Nevada Supreme Court and the arbitration award was stayed. During the stay, Respondent initiated a second arbitration to determine the

PRINT DATE: 04/19/2023

Page 2 of 4

Minutes Date: July 15, 2022

purchase price of the membership interest if the appeal was unsuccessful. The second arbitration was held with Judge David Wall (Ret.), who issued an arbitration award on March 12, 2022, which set the purchase price. Respondent's appeal was unsuccessful and the sale was finalized.

The Court inquired on what is left for the court to do, Petitioner responded that Respondent breached the contract by not selling within 30- days back in 2017 as outlined in the operating agreement and the Respondent should not be awarded for this breach. Furthermore, Respondent's delay afforded him the opportunity to distribute funds to himself from the profits of the joint venture which he would not have been entitled to if the sale had occurred in 2017. Court noted that this distribution of funds was not an issue until the second arbitration. Petitioner noted that distribution of funds was not a part of the initial arbitration demand, therefore, Judge Haberfeld would not address it. Petitioner argued that Judge Wall disregarded the 30- day provision in the operating agreement and Judge Wall ruled that the effective date was when the sale was consummated which awarded the Respondent for the four and a half year delay.

Respondent responded that the Petitioner is trying to re-litigate this case and the instant Motion fails to meet the legal standards as set forth in 9 U.S. Code 10. Court inquiry on whether the parties wanted to the Court to consider Federal or State statutes in regards to the instant motion. Both parties agreed that either authority would lead to the same conclusion. Respondent continued to argue that Judge Wall's arbitration award was within his authority and Petitioner's motion does not meet any of the four standards set forth in the U.S. Code to vacate an arbitration award. Respondent further argued that Petitioner is attempting to backdate the date of closing even though Nevada law states a cash sale can only occur when payment is made. The Petitioner did not attempt to open escrow or provide payment to the Respondent. Respondent further argued that the Petitioner failed to identify the purchase price or indicate that the money was available. Petitioner maintained possession of the purchase money for five years while benefiting from the membership and noting that there was no effective date in the document. Judge Haberfeld's arbitration award directed Respondent to sell within 10 days. The arbitration award was confirmed by this Court which allowed an additional four (4) days. The transaction closed within the time allotted factoring in the stay because of the pending appeal. The sale was consummated within fourteen (14) days of the Supreme Court's ruling. The order was complied with. The Petitioner states no duty with identifying the purchase price, as soon as the purchase price was identified, the sale was consummated. At the second arbitration, the parties presented competing experts to determine the purchase price. The Petitioner did not tender a penny so there was no expectancy to the membership share until the purchase price was paid. Respondent argues that if Petitioner's motion is granted, it would necessitate a third arbitration. Judge Wall spent days to come to this ruling and Petitioner wants to take out one paragraph of the arbitration award in an attempt to re-litigate. Court inquiry on what relief Respondent is seeking in its countermotion, Respondent stated its request for an order confirming Judge Wall's arbitration order to be a final order.

Further arguments by Petitioner and Respondent regarding the merits of and opposition to the motion and countermotion. Court stated its findings. Petitioner's motion did not meet the standards

of Federal or State statutes to vacate the arbitration award, therefore, COURT ORDERS Petitioner s Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment is DENIED. COURT DIRECTED Respondent to prepare the Order with detailed Findings of Fact and Conclusions of Law, circulate to opposing counsel, and submit to the Court pursuant to EDCR 7.21 and the current Administrative Orders. Colloquy with counsel regarding the time necessary to prepare the order, Court directs counsel to submit order within twenty-eight (28) days and provided clarification on how to submit competing orders for consideration.



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

TODD E. KENNEDY, ESQ.  
3271 E. WARM SPRINGS RD.  
LAS VEGAS, NV 89120

DATE: April 19, 2023  
CASE: A-22-854413-B

RE CASE: CLA PROPERTIES, LLC vs. SHAWN BIDSAL

NOTICE OF APPEAL FILED: April 17, 2023

**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
  - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ 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; NOTICE OF CLA PROPERTIES POSTING OF COST BOND; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; CIVIL COVER SHEET; ORDER GRANTING BIDSAL'S COUNTERMOTION TO CONFIRM ARBITRATION AWARD AND DENYING CLA PROPERTIES, LLC'S MOTION TO VACATE ARBITRATION AWARD; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE FO DEFICIENCY

CLA PROPERTIES, LLC,

Plaintiff(s),

vs.

SHAWN BIDSAL,

Defendant(s),

Case No: A-22-854413-B

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 19 day of April 2023.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk

