

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

\* \* \* \* \*

CLA PROPERTIES LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

CLA PROPERTIES LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

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No. 86817

**APPEAL FROM ORDER AND RELATED JUDGMENT CONFIRMING  
ARBITRATION AWARD**

Eighth Judicial District Court, Hon. Joanna Kishner, District Judge

**APPELLANT'S OPENING BRIEF**

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**NRAP 26.1 DISCLOSURE**

The undersigned counsel of record for Appellant CLA certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the justices of this court may evaluate possible disqualification or recusal.

1. All parent corporations and publicly-held companies owning 10 percent or more of the party's stock: None.
2. Names of all law firms whose attorneys have appeared for the party or

amicus in this case (including proceedings in the district court or before an administrative agency) or are expected to appear in this court:

LEMONS, GRUNDY & EISENBERG

LEVINE & GARFINKEL

KENNEDY & COUVILLIER

3. If litigant is using a pseudonym, the litigant's true name: Not applicable.

DATED this 3<sup>rd</sup> day of November, 2023

/s/ Robert L. Eisenberg  
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## **INTRODUCTION**<sup>1</sup>

Having refused to sell his interest in a real estate venture as required by contract, Respondent Shawn Bidsal paid himself more than a half million dollars in improper distributions from that venture. At issue is whether he should be allowed to keep these ill-gotten gains.

The essential facts of this case have been litigated through two arbitrations, in two confirmation hearings, and a prior appeal before this Court. They are not subject to reasonable dispute. In 2011, Respondent and Appellant CLA Properties, LLC (respectively, “Bidsal” and “CLA”) entered into a real estate venture called Green Valley Commerce, LLC (“Green Valley” or “GVC”). Although CLA put up 70% of the capital and Bidsal only 30%, they took equal interests, with Bidsal serving as the day-to-day manager of the business.<sup>2</sup>

The GVC Operating Agreement (“Agreement” or “OA”), signed by both Bidsal and CLA, included a “buy-sell” provision by which either party could seek to purchase the ownership interest of the other. Under this provision, the prospective purchaser would give the other party notice of their intent to buy and a valuation of the company to be used as the starting point to determine the final sale price. In July

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<sup>1</sup> For ease of reading, facts in this Introduction will include some, but not all, appendix citations. Citations will be provided for all such facts in the body of this brief.

<sup>2</sup> Background facts are set forth in detail in the Final Award issued by the first arbitrator, Hon. Stephen E. Haberfeld, on April 5, 2019 (2A.App.247-266).



2017, Bidsal triggered this provision, offering to buy CLA's share. Bidsal's offer used a \$5 million valuation.

On August 3, 2017, CLA accepted Bidsal's valuation, but CLA did not elect to sell its interest to Bidsal. Instead, as allowed by the Agreement, CLA exercised its option under the "buy-sell" provision to **buy** Bidsal's interest using Bidsal's own \$5 million valuation. Under the Agreement, the sale was required to close within 30 days of CLA's election. Instead of honoring his own valuation, however, Bidsal demanded an outside appraisal and refused to sell without one. On August 16, 2017, he wrote "we cannot open any escrow since we do not agree on this matter."

When the closing deadline expired, CLA initiated an arbitration proceeding (the "First Arbitration") to force Bidsal to live up to the Agreement. The First Arbitration took roughly 18 months from start to finish. In a final award issued April 5, 2019 (the "Final Award"), subsequently confirmed by the district court and affirmed by this Court, the arbitrator found Bidsal "had no right to demand an appraisal" and instead had been "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."

Bidsal's refusal to abide by the "buy-sell" provision, however, meant that he still retained a half-interest in GVC throughout the First Arbitration – well beyond the Agreement's mandated sale date. As the manager, he gave himself hundreds of

thousands of dollars based on that retained interest while the First Arbitration was pending. When that arbitration ended with a Final Award ruling against him, he took more money. When his effort to have the Final Award set aside in federal court failed, he helped himself to still more money. In all, Bidsal paid himself more than \$500,000 in distributions from GVC based on the retained interest. He took this money despite CLA's express written instruction against doing so.

Even after the Final Award, Bidsal refused to turn over the retained interest. CLA was once again forced into litigation to compel him to live up to the Agreement. CLA filed a petition to confirm the Final Award on May 21, 2019. Almost seven months later, the district court entered an order confirming the Final Award in every respect. Bidsal appealed.

Before this Court could act, however, Bidsal initiated another arbitration proceeding (the "Second Arbitration"). In it, he argued CLA waived its right to buy his interest by failing to make a cash tender within 30 days of exercising its option. CLA responded by denying it had been required to present Bidsal with cash, given his refusal to open escrow. CLA also sought an accounting of, and payment for or recoupment of, the distributions taken by Bidsal after the date his interest in Green Valley to CLA should have been sold but for his breach of the Operating Agreement.<sup>3</sup>

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<sup>3</sup> Background facts herein are set forth in the award issued by the second arbitrator, Hon. David T. Wall, on March 12, 2022 (2A.App.323-353).

While the parties had in the First Arbitration disagreed on Bidsal's supposed right to an appraisal, there was no dispute in the Second Arbitration about the timing of the sale required by the "buy-sell" provision. Bidsal was especially emphatic: "[U]nder the terms of the operating agreement, it's very specific about what is supposed to happen. They're supposed to close escrow within 30 days." Bidsal argued CLA should have tendered a payment in 2017, regardless of his own refusal to proceed, or after the Final Award in 2019.

The second arbitrator rejected Bidsal's argument that CLA waived its rights in 2017, correctly ruling that the first arbitrator had authority to determine when performance was due under the "buy-sell" provision. The second arbitrator further determined that CLA did not waive its rights during the confirmation and appeal of the first arbitration's Final Award, and that any "perceived failure" by CLA was proper under the circumstances.

At this point, the second arbitrator faced (1) the unanimous agreement of the parties that the Agreement required a sale 30 days after CLA exercised its option to buy; (2) an express finding in the First Arbitration that Bidsal was thus obliged to sell no later than September 3, 2017; (3) the Final Award's confirmed finding that Bidsal refused to sell in order to demand a non-existent right to an appraisal, and (4) the second arbitrator's own finding that any lack of tender was proper and entitled Bidsal to no relief.

Despite this, the Second Arbitration concluded with an award (the “Second Award”) opining the sale date had “not yet come to pass.” The Second Award concluded that Bidsal’s distributions to himself – made after he was obligated to sell, and over CLA’s explicit objection – were still somehow “appropriate.” The Second Award finally concluded CLA was not entitled to any relief regarding the GVC funds Bidsal gave himself after reneging on his obligation under the “buy-sell” provision.

The district court confirmed the Second Award despite its conflicts with the Final Award – which had, by then, been affirmed by this Court. CLA respectfully appeals.

### **JURISDICTIONAL STATEMENT**

This is an appeal from an order confirming an arbitration award. The order is appealable under NRS 38.247(1)(c). The appeal is timely, because the notice of appeal was filed on April 17, 2023, which was within 30 days after a notice of entry was served on March 21, 2023.

### **ROUTING STATEMENT**

This appeal originates from the Business Court, and is therefore presumptively retained by the Supreme Court under NRAP 17(a)(9).

### **ISSUES PRESENTED**

1. Whether the second arbitrator had authority to issue an award modifying or amending the first arbitrator’s finding that Respondent was obligated

to sell his interest in Green Valley Commerce, LLC, by September 3, 2017, while that finding was still on appeal with, and ultimately affirmed by, this Court.

2. Whether the second arbitrator had authority to issue an award finding that the date mandated by the parties' contract for Respondent to sell his interest had "not yet come to pass," when that finding was unsupported by, and contrary to, the deadline in contract, the parties' agreed understanding of that deadline, and the Final Award from the first arbitration still on appeal with, and ultimately affirmed by, this Court.

3. Whether the second arbitrator had authority to issue an award finding that the first arbitrator "postponed" the sale date mandated by the contract when the Final Award issued by that arbitrator contains no such postponement and, as the second arbitrator acknowledged, no such postponement could be issued by an arbitrator in any event.

### **STATEMENT OF THE CASE**

This action was commenced with a motion filed on June 17, 2022, to vacate an arbitration award. (1A.App.1). The district court entered its order confirming the award on March 20, 2023. (37A.App.8512). This appeal followed. (38A.App.8861).

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## **STATEMENT OF FACTS**<sup>4</sup>

### **A. BACKGROUND**

#### **1. GVC and the “Buy/Sell” provision**

In 2011 Bidsal and CLA agreed to go into business together as members of a Nevada limited liability company called Green Valley Commerce, LLC (“GVC”). GVC’s purpose was the acquisition, operation, and management of real estate. OA, p. 1, Art. I (1A.App.58). CLA and Bidsal both signed GVC’s operating agreement. *See* OA, p. 21 (1A.App.58-85). Under the Agreement, CLA contributed 70% of GVC’s capital, while Bidsal provided only 30%. Both parties received a 50% ownership interest in the company. OA, p. 28, Ex. B (1A.App.85). Although both Bidsal and CLA held equal shares and were both “managers” of GVC, Bidsal was its day-to-day manager. *See e.g.*, Order on Pending Motions, p. 2 (14A.App.3216).

The Agreement contained procedures by which one party might buy the ownership interest of the other. OA, pp. 10-11, Art. V, Sec. 4.2 (1A.App.67-68). Under this “buy-sell” provision, either party could offer to buy out the other, proposing a fair market value as the starting point for a formula to determine the sale

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<sup>4</sup> CLA’s appendix with this brief contains more than 250 documents, many containing internal section and paragraph numbers. To assist the Court in reading this brief and tracking appendix citations, CLA will frequently provide an abbreviated description of the document to which the appendix citation refers, followed immediately by the appendix citation with the corresponding volume and page numbers.

price. The other party could accept that valuation and sell; demand an appraisal; or instead of selling, accept the valuation and use it to buy the original offeror's interest. The sale was required to close in 30 days.<sup>5</sup>

## **2. Bidsal first attempts to buy, and then breaches his duty to sell**

On July 7, 2017, Bidsal triggered the “buy-sell” provision in a letter to CLA. He offered to buy CLA's interest, setting his own fair market value of GVC at \$5 million; and he specified that unless contested, that value would be used to determine the final sale price. Letter dated Jul 7, 2017 (5A.App.1084-84).

On August 3, 2017, CLA accepted Bidsal's valuation, but exercised its right to buy rather than sell. Letter dated Aug 3, 2017 (5A.App.1086). When doing so, CLA specifically directed there should be no distributions from GVC funds without CLA's written consent. *Id.* Two days later, Bidsal decided that because he was now in the seller's role rather than the buyer, the fair market valuation that he himself had used in his offer to buy CLA's interest was too low and was no longer acceptable. He wrote to CLA purporting to invoke his “right to establish the FMV by appraisal.” Letter dated Aug 5, 2017 (5A.App.1088).

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<sup>5</sup> The parties' dispute over the application and effect of the “buy-sell” provision was at the heart of the First Arbitration. The provision itself, and the findings of the First Arbitration confirmed by the district court and affirmed by this Court, are summarized here. *See* Final Award, p. 11, para 20C (2A.App.257).

With that, the parties were at an impasse. Bidsal refused to sell, saying “we cannot open any escrow since we do not agree on this matter.” Email from Bidsal dated August 16, 2017 (14A.App.3212).<sup>6</sup> With the 30-day deadline to close the sale pending, CLA provided Bidsal proof of funds for the purchase. Letter dated August 28, 2017 (36A.App.8181-84). But as of the deadline, September 3, 2017, Bidsal’s refusal to sell remained unchanged.

## **B. THE FIRST ARBITRATION AND AFFIRMATION BY THIS COURT**

### **1. The first arbitration**

Faced with Bidsal’s refusal and his failure to meet that deadline, CLA filed an arbitration demand with JAMS, in accordance with the dispute resolution provisions of the Agreement. OA, pp. 7-8, Art. III, Sec. 14.1 (1A.App.64-65); *see also* Demand for Arbitration (36A.App.8186-90). Hon. Stephen E. Haberfeld was the arbitrator in this First Arbitration.

The parties participated in pre-arbitration proceedings, attended a hearing held May 8-9, 2018, and submitted post hearing briefs. Final Award, pp. 103 (2A.App.247-49). At the hearing, Bidsal testified that he genuinely believed his \$5 million valuation represented GVC’s fair market value when he offered to buy CLA’s interest and thereby triggered the “buy-sell” provision of the Agreement.

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<sup>6</sup> Indeed, Bidsal maintained through the First Arbitration that CLA never exercised its right to buy because he was entitled to an appraisal. *See* Final Award, pp. 8-9, para 16 (2A.App.254-55); *see also* First Arb. Tr. 339:19-22 (24A.App.5407).



First Arb. Hearing Tran. (“First Arb. Tr.”) 335:20-25 (24A.App5403). He further testified that he still believed the fair market value was \$5 million when CLA elected to be the buyer rather than the seller. First Arb. Tr. 337:14-338:9 (24A.App.5405-06). Nevertheless, Bidsal continued to insist that CLA had no right to rely on the valuation he had established himself and therefore CLA had never validly exercised its option to buy. First Arb. Tr. 339:19-22 (24A.App.5407).

After the hearing and submission of briefs in the First Arbitration, Judge Haberfeld issued a Final Award. Under the “buy-sell” provision, he found, Bidsal had agreed to sell and could be legally compelled to sell his interest in GVC, using the price formula in the Agreement and his own \$5 million valuation. Final Award, p. 6, para 10C (2A.App.252). Having made a valuation, Bidsal could not simply abandon it. Final Award, p. 10, para 19 (2A.App.256). Judge Haberfeld ruled: “Thus, Mr. Bidsal had no right to demand an appraisal, and under [OA] 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.**” Final Award, p. 11, para 20C (2A.App.257) (emphasis added).

The Final Award, issued more than 19 months after the September 2017 sale deadline, required Bidsal to fulfill his obligation to sell the interest “free and clear of all liens and encumbrances.” To do so, he was required to deliver “all documents

necessary to effectuate the transfer and sale” within 10 days. Final Award, p. 14, para 24 (2A.App.260). But Bidsal once again did not comply.

## **2. Affirmation by this Court**

Instead of complying with the Final Award’s edict, Bidsal desperately sought to have it set aside. He filed a motion to vacate the award in the U.S. District Court for the District of Nevada on April 9, 2017. Bidsal’s Motion to Vacate Arbitration Award (10A.App.2112-52). That court subsequently determined there was no federal question presented and dismissed the matter for lack of subject matter jurisdiction. *See* Order Granting Petition for Confirmation of Arbitration Award (“Conf.”), p. 6 (2A.App.289).

Faced with Bidsal’s ongoing refusal to honor his obligations, CLA petitioned the Eighth Judicial District Court for a judgment confirming the Final Award. Following briefing and a hearing in November 2019, that court confirmed the Final Award in its entirety. Conf., p. 5 (2A.App.288). With both the September 2017 sale deadline required by the Agreement and the April 2019 deadline to deliver documents specified in the Final Award having passed, the district court tried again. It ordered Bidsal to “execute any and all documents necessary to effectuate such sale and transfer” within 14 days. Conf., p. 8 (2A.App.291).

Not content with the outcome of more than two years of arbitration and courtroom litigation, and not getting his hoped-for result, Bidsal appealed to this

Court, again contending he had no duty to sell to CLA. He fared no better here. This Court entered an Order of Affirmance, finding no basis to disturb Judge Haberfeld's interpretation of the "buy-sell" provision. Order of Affirmance, No. 80831, Mar. 17, 2023 (35A.App 7976-7981).

During all this time, Bidsal had been able to retain the GVC interest he was obliged to sell to CLA more than four years prior on September 3, 2017. Judge Haberfeld, the district court, and this Court all held that he had no valid basis for retaining his interest.

## **C. BIDSAL'S ILLICIT DISTRIBUTIONS AND THE SECOND ARBITRATION**

### **1. Bidsal's illicit distributions to himself**

As its day-to-day manager, Bidsal was in charge of GVC's distributions. The parties disagreed on the proper amount of the distributions prior to CLA's exercise of its rights under the "buy-sell" provision, but those distributions are not part of this appeal. As noted above, CLA is concerned only with the distributions Bidsal took for himself *after* the contract obliged him to sell his interest.

When it exercised its option to buy, CLA warned Bidsal against making any further distributions without its express written consent. Letter Aug 3, 2017 (5A.App.1086). Despite this admonition, Bidsal – as the manager responsible for day-to-day operations of GVC – helped himself to more than half a million dollars after he was obliged to sell his interest.

On November 22, 2017, more than eleven weeks after the sale deadline, Bidsal took \$145,000 from GVC's accounts. *See* Green Valley Commerce Distribution 2011-2019, p. 2 ("Distr. List") (35A.App.7984). Shortly before the May 2018 hearing in the First Arbitration, he took another \$100,000. *Id.* After that hearing, with a decision still pending, he helped himself to \$75,000 more. *Id.* On February 22, 2019, Judge Haberfeld issued an interim award containing a written decision that CLA was the prevailing party. Final Award, pp. 2-3, para 2 (2A.App.248-49). Nevertheless, Bidsal two weeks later gave himself another \$83,000. Distr. List, p. 2 (35A.App.7984).

The Final Award from the First Arbitration – stating that Bidsal had no right to retain an interest in GVC, and that he had been obligated to sell by September 3, 2017 – was issued by Judge Haberfeld on April 5, 2019. It required Bidsal to deliver the documents needed to transfer the retained interest to CLA within 10 days. Final Award, p. 11, para 20C (2A.App.257), and p. 20 (2A.App.266). But Bidsal did not comply. Instead, he continued taking money from GVC. On August 14 and October 7, 2019, Bidsal helped himself to a total of \$97,500. Distr. List, p. 2 (35A.App.7984). Bidsal's distributions to himself are illustrated as follows:

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Timing	Events
<p>July 2017 – September 2017</p> <p><b>“BUY-SELL” PROCESS</b></p>	<p>July 7, 2017: Bidsal triggers “buy-sell” provision of the Agreement. Values company at \$5 million, offers to buy out CLA.</p> <p>August 3, 2017: CLA accepts Bidsal’s valuation but exercises option to buy rather than sell. Instructs Bidsal to take no further distributions w/o CLA’s written permission.</p> <p>September 3, 2017: “Buy-sell” 30 day sale deadline expires. Bidsal abandons his own valuation, refuses to sell.</p>
<p>September 2017 – April 2019</p> <p><b>FIRST ARBITRATION</b></p>	<p>September 26, 2017: CLA files arbitration demand to enforce Bidsal’s duty to sell. Parties participate in pre-hearing proceedings.</p> <p>November 22, 2017: <i>Bidsal gives himself \$145,000 in distributions.</i></p> <p>April 26, 2018: <i>Bidsal gives himself \$100,000 more in distributions.</i></p> <p>May 8-9, 2018: FIRST ARBITRATION HEARING.</p> <p>August 23, 2018: <i>Bidsal gives himself \$75,000 in distributions.</i></p> <p>October 10, 2018: FIRST MERITS ORDER ISSUED. Concludes Bidsal was obligated to sell to CLA using his own \$5 million valuation.</p> <p>February 19, 2019: INTERIM AWARD ISSUED. CLA remains the prevailing party, is awarded attorney’s fees.</p> <p>March 8, 2019: <i>Bidsal gives himself \$83,000 more in distributions.</i></p>

	<p>April 5, 2019: FINAL AWARD ISSUED. Bidsal was obligated to sell by September 3, 2017; requires document delivery within 10 days.</p> <p>April 15, 2019. Final Award deadline passes. Bidsal does not comply.</p>
<p>May 2019 – December 2019</p> <p><b>CONFIRMATION</b></p>	<p>May 21, 2019: CLA petitions EJDC for confirmation of Final Award.</p> <p>August 14, 2019: <i><b>Bidsal takes \$75,000 more in distributions.</b></i></p> <p>October 7, 2019: <i><b>Bidsal takes another \$22,500 in distributions.</b></i></p> <p>December 16, 2019: CONFIRMATION. EJDC enters order confirming Final Award in its entirety.</p>

In total, Bidsal gave himself \$500,500 in GVC funds after CLA exercised its option to buy, after he was warned not to take any further distributions, and ***after the sale deadline mandated by the Agreement.*** Of that sum, Bidsal took \$180,500 ***even after he knew he had lost the First Arbitration.*** Distr. List (35A.App.7983-84).<sup>7</sup>

## 2. The second arbitration

After losing the First Arbitration, losing in federal court, and losing in the district court, Bidsal tried yet again. He filed a notice of appeal to this Court on

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<sup>7</sup> During the time when Bidsal made distributions to himself, he also made some distributions of CLA. Distr. List (35A.App.7983-84).

January 9, 2020 (10A.App.2153), and a few weeks later he filed a new arbitration demand on February 7, 2020. Demand for Arbitration Form (1A.App.99-133). For this new proceeding (the “Second Arbitration”), he initially alleged arbitration was required to resolve “the proper accounting associated with the member’s membership interest, including proper calculation of each member’s capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company.” *Id.* at p. 3 (1A.App.102).

On November 2, 2020, Bidsal amended his demand. *See* First Amended Demand for Arbitration (“FAD”) (1A.App.201-03). The FAD became his operative pleading in the Second Arbitration. In it, Bidsal alleged that CLA “never exercised” its right to buy his interest because it never “never tendered” the purchase price. Thus, he argued, CLA “failed to comply with the provisions of the Operating Agreement” and waived its right to buy. FAD, pp. 1-2, para 4 (1A.App.201-02).

In response, CLA noted that it did not disagree as to the formula for calculating the purchase price of the interest still in Bidsal’s hands. *See* Respondent’s Fourth Am. Answer to Bidsal’s First Am. Demand , pp. 2-3, para 4 (1A.App.206-207). However, CLA wrote, there was an issue stemming from Bidsal’s distributions to himself:

Had Mr. Bidsal honored his contractual obligations under the Operating Agreement *he would have not been entitled to any distributions after CLA’s exercise of its option and the closing of the sale which should*

*have occurred within 30 days* after August 3, 2017 and should not benefit by delaying ...

*Id.* at p. 5, para 9 (1A.App.209) (emphasis added).

During a Second Arbitration hearing on March 17, 2021, Bidsal made clear his position. He argued that when CLA exercised its rights under the “buy-sell” provision, “under the terms of the operating agreement, it’s very specific about what is supposed to happen. They’re supposed to close escrow within 30 days.” Second Arb. Hearing Tran. (“Second Arb. Tr.”) 43:8-10 (25A.App.5594). In Bidsal’s view, CLA had “to pay what the amount was that they thought that the formula was within 30 days.” *Id.* at 43:12-15. Notwithstanding his abandonment of his own valuation; his refusal to participate and cooperate to open “any escrow”; and his refusal to admit CLA had even ever exercised its option, Bidsal insisted CLA bore the blame for missing the deadline. *Id.*

Bidsal thus claimed that Judge Haberfeld was wrong in determining 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” but “refused to sell,” Final Award, pp. 3-4, para 4 (2A.App.249) and p. 11, para 20C (2A.App.257). Instead, Bidsal argued, he “had *no* obligation to transfer his membership interest.” Second Arb. Tr. 44:5-7 (25A.App.5595) (emphasis added). Bidsal’s obligation to sell and the propriety of Judge Haberfeld’s Final Award had already been affirmed



by the District Court and were, of course, precisely the issues already pending in this Court on Bidsal's appeal. Bidsal did not explain how they were properly part of the Second Arbitration.

The second arbitrator, Hon. David T. Wall, dispensed with Bidsal's waiver arguments in an award (the "Second Award") issued March 12, 2022 – five days before this Court affirmed the First Arbitration's Final Award. Responsibility for Bidsal's failure to sell in 2017, Judge Wall held, was a matter for the First Arbitration. "Claimant argues that CLA failed to tender the purchase price in the fall of 2017 ... [this issue] needed to be addressed in the original Arbitration proceeding before Judge Haberfeld." Second Award, p. 8, para IV.A. (1A.App.33).

Judge Wall did not dispute Judge Haberfeld's finding that Bidsal "refused" to sell. *Compare* Final Award, pp. 3-4, para 4, 2A.App.249-50 *with* Second Award, *passim* (1A.App. 26-56). Judge Wall also rejected Bidsal's effort to blame CLA for not tendering the purchase price when the First Arbitration ended. "Immediately following Judge Haberfeld's award, [Bidsal] filed a Motion to Vacate the award ... [and after the First Award was confirmed by the district court] sought and received a stay of enforcement of Judge Haberfeld's award to take an appeal to the Nevada Supreme Court." Given Bidsal's ongoing efforts to overturn the award, "any perceived failure" to tender "was appropriate." Second Award, p. 8, para IV.A. (1A.App.33).

Although refusing to find CLA culpable for Bidsal's failure to sell, Judge Wall gave no relief for Bidsal's hundreds of thousands of dollars in distributions to himself. Instead, Judge Wall opined that because the date for the sale had "not yet come to pass," Bidsal was entitled to keep all the money – even the funds taken after Bidsal lost the First Arbitration. Second Award, p. 23, para IV.D. (1A.App.48). "Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, cannot be required to divest himself of those distributions." *Id.* Furthermore, Judge Wall argued, because Bidsal was "still a member of GVC" nothing should be deducted from the sale price for the distributions Bidsal gave himself over CLA's objection. *Id.* at p. 24 (1A.App.49).

Judge Wall did not address Bidsal's serial rejection of the "buy-sell" process. Second Award, *passim*. Judge Wall did not discuss, much less challenge, Judge Haberfeld's finding that Bidsal was obligated to sell in September 2017 but refused. Second Award, *passim*. Nor did Judge Wall rule on CLA's claim that Bidsal was in a position to take distributions for himself only because he breached his duty to sell. Second Award, *passim*.

The district court confirmed the Second Award. (37A.App.8523-8533). CLA appeals.

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## **STANDARD OF REVIEW**

When reviewing a district court order confirming an arbitration award, this Court applies a *de novo* standard of review. *Sylver v. Regents Bank, NA.*, 129 Nev. 282, 286, 300 P.3d 718, 721 (2013). The arbitrator’s decision cannot be enforced when it is arbitrary, capricious, or unsupported by the agreement it purports to enforce. *Wichinsky v. Mosa*, 109 Nev. 84, 89-90, 847 P.2d 727, 731 (1993). Similarly, when an arbitrator exceeds legal authority, courts are obliged to vacate the award. NRS 38.241(1)(d).

As this Court noted – when affirming Judge Haberfeld’s Final Award – vacating is proper when the arbitrator manifestly disregards the law. “An arbitrator exceeds his powers if he strays from interpretation and application of the agreement and effectively dispense[s] his own brand of industrial justice ... [and] manifestly disregards the law when it is clear from the record that the arbitrator recognized the applicable law and then ignored it.” Order of Affirmance, p. 3 (35A.App 7976-7981) (quotations and citations omitted).

## **SUMMARY OF ARGUMENTS**

To justify his view that Bidsal “appropriately” took money from GVC, Judge Wall relied on the fact that Bidsal had never sold his interest in GVC and so “the transaction has never been completed.” Second Award, p. 22, para IV.D. (1A.App.48). There was, of course, never any dispute that Bidsal failed to sell; that

was the reason for the First Arbitration. *See* Demand for Arbitration p. 3 (36A.App.8187) (“Respondent has refused to sell his interest”).

But Bidsal was, as this Court affirmed, *required* to sell – and to close the sale by September 2017. The fact that he failed to do so was not CLA’s fault. Nor was it simply a matter of happenstance for which no one was to blame.

In the first arbitration, Judge Haberfeld specifically found that Bidsal demanded an appraisal he had no right to receive, and “refused” to sell his interest without it. Final Award, pp. 3-4, para 4 (2A.App.249-50). The Final Award affirmed by this Court specifically found Bidsal was thus “obligated” to sell no later than September 3, 2017. Final Award, p. 11, para 20C (2A.App.257). Judge Wall did not disturb these findings, nor could he lawfully have done so. When the Final Award was on appeal at this Court, Judge Wall lacked jurisdiction to relitigate the issues decided by Judge Haberfeld.

Moreover, *Judge Wall had determined that Judge Haberfeld was probably right*. It was, Judge Wall wrote, “more likely than not that the outcome of the pending appeal” would affirm the Final Award. Order on Pending Motions, p. 3 (14A.App.3217). There simply was no viable challenge in the Second Arbitration to Judge Haberfeld’s Final Award findings that the “buy-sell” provision required Bidsal to sell in September 2017, but that Bidsal refused. And Judge Wall snuffed

out any effort to blame CLA for that refusal. Second Award, p. 8, para IV.A. (1A.App.33).

Bidsal denied CLA the benefit of the “buy-sell” provision: CLA’s right to take full possession of the rest of GVC by the deadline, and to take all its distributions thereafter. During the years that followed, Bidsal took more than a half million dollars based on his continued possession of an interest he had long ago been obligated to sell. Distr. List (35A.App.7983-84). CLA in its counterclaim before the second arbitrator specifically cited Bidsal’s breach of contract and sought recoupment of the distributions, or in the alternative, an offset of their value against the sale price. CLA’s Fourth Am. Answer to Bidsal’s First Am. Demand, p. 2, para 2 (1A.App.206), and pp. 5-6, para 9 (1A.App.209-10).

Nevertheless, the second arbitrator (Judge Wall) let Bidsal keep the money not in spite of his refusal to sell, but because of it. Bidsal was entitled to the distributions, in Judge Wall’s view, precisely *because* he had never fulfilled his obligation to sell. Judge Wall thus not only deprived CLA of the benefit of its bargain; he awarded Bidsal the benefit of Bidsal’s own breach. In so doing, Judge Wall exceeded his authority and manifestly disregarded the law.

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## **ARGUMENT**

### **A. THE SECOND ARBITRATOR EXCEEDED HIS AUTHORITY**

#### **1. Judge Wall had no authority to alter Judge Haberfeld’s finding that Bidsal was obligated, but refused, to sell by September 3, 2017**

The outcome of the First Arbitration was a Final Award holding in pertinent part that Bidsal triggered the “buy-sell” process with his purchase offer to CLA; that CLA validly exercised its option to buy rather than sell on August 3, 2017; and that Bidsal then was obligated to sell by September 3, 2017. Final Award, pp. 10-13, para 20A-H (2A.App.256-59). The Final Award found that Bidsal refused without justification to sell despite his contractual obligation to do so. *Id.* at pp. 2-3, para 4 (2A.App.249-50), pp. 8-9, para 16 (2A.App. 254-55), and p. 11, para 20C (2A.App.257). Finally, it ordered Bidsal to execute and deliver documents completing the transfer within 10 days after its issuance on April 5, 2019. *Id.* at p. 19, para V.1. (2A.App.265).

Bidsal appealed the district court decision that confirmed the Final Award on January 9, 2020. (10A.App.2154-55). His appeal ultimately was resolved by this Court on March 17, 2023. Order of Affirmance (35A.App 7976-7981). That appeal served to lodge jurisdiction over the issues decided in the Final Award with this Court – and more importantly, to divest jurisdiction from any lower tribunal. *See*

*e.g. Mack-Manley v. Manley*, 122 Nev. 849, 138 P.3d 525 (2006); *Foster v. Dingwall*, 126 Nev. 49, 228 P.3d 453 (2010).

The appeal was pending during the entire period of the Second Arbitration – a fact known to the second arbitrator, Judge Wall, who commented on it on multiple occasions. *See e.g.* Order on Pending Motions, p. 3 (14A.App.3217), Second Award pp. 5-6 (1A.App.30-31). He thus had no authority to alter, vacate, or otherwise modify or change the findings or orders of the Final Award. *Mack-Manley*, 122 Nev. at 855, 138 P.3d at 529-30. There is a narrow exception to this rule, outlined by this Court in *Huneycutt v. Huneycutt*, 94 Nev. 79, 575 P.2d 585 (1978), allowing a party to ask the district court to certify its intent to grant relief on a particular issue and thereafter ask this Court for remand. 94 Nev. at 79-81, 575 P.2d at 585-86. Bidsal did not do so.

The first arbitrator, Judge Haberfeld, found that Bidsal was obliged by the Agreement to sell his interest to CLA, and that the “buy-sell” provision required him to do so no later than September 3, 2017. Final Award, p. 11, para 20C (2A.App.257). The second arbitrator, Judge Wall, did not have authority to revisit, revise, or reject these Final Award findings while they were on appeal with this Court – which is to say, he *never* had such authority. Yet the Second Award denied relief for distributions Bidsal took after that date based on its contrary “determination ...

that the effective date of the purchase of Bidsal's interest *has not yet come to pass.*"

Second Award, p. 23, para IV.D. (1A.App. 48) (emphasis added).<sup>8</sup>

By modifying the effective date of sale specified in the Final Award, Judge Wall exceeded his authority and usurped the authority of this Court which ultimately affirmed Judge Haberfeld. His denial of relief to CLA for Bidsal's half million dollars in illicit distributions, and his award of attorney fees to Bidsal as the prevailing party on this issue, thus cannot stand. NRS 38.241(1)(d).<sup>9</sup>

**2. Judge Wall's conclusion that the sale date had "not yet come to pass" was unsupported by, and contrary to, the agreement**

In the second arbitration, Bidsal claimed CLA "never tendered the purchase price" for his interest in GVC, and so under the Agreement therefore "waived its right" to buy. FAD, pp. 1-2, para 4 (1A.App.201-02). Though a transparent attempt to relitigate the Final Award, this claim served a useful purpose: it established

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<sup>8</sup> The discussion and analysis of "effective date" by the Arbitrator improperly conflates the date a contract becomes effective (i.e. formation of *binding and enforceable* contractual obligation) with the date of performance is due (which in most transactions, is a date set for after a contract is formed, usually referred to as a closing date).

<sup>9</sup> CLA, as noted before, does not challenge the remainder of the Second Award. When, as here, an arbitrator exceeds the scope of his authority in issuing an award and that award is divisible, courts may vacate part of the award and leave the rest in force. *Comedy Club, Inc. v. Improv West Associates*, 553 F.3d 1277, 1288 (9th Cir. 2009).



Bidsal's understanding that there was in fact a date certain by which the sale was required under the Agreement.<sup>10</sup>

Bidsal further clarified his position at the second arbitration, agreeing with CLA's understanding of the "buy-sell" provision timeline after CLA's election to buy:

Why is that important in this case? Well, because under the terms of the operating agreement, it's very specific about what is supposed to happen. They're supposed to close escrow within 30 days ... They had an obligation under the operating agreement to pay what the amount was that they thought that the formula was within 30 days, and they never did it.

Second Arb. Tr. 43:7-15. The Agreement required an escrow closing within 30 days. OA, pp. 10-11, Art. V, Sec. 4.2 (1A.App.67-68). Both Bidsal and CLA agreed that this meant the sale was to be completed by 30 days after CLA's election to buy. Second Arb. Tr. 43:7-15; *see also* CLA's Fourth Am. Answer to Bidsal's First Am. Demand, p. 5, para 9 (1A.App.209) ("the closing of the sale ... should have occurred within 30 days").

Judge Haberfeld concurred in this timeline and calculated the date by which the sale was required:

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<sup>10</sup> To the extent the Agreement itself is ambiguous, such evidence may be considered to ascertain the true intent and agreement of the parties. *M.C. Multi-Family Dev. v. Crestdale Assocs.*, 124 Nev. 901, 914, 193 P.3d 536, 544-45 (2008).

Thus, Mr. Bidsal had no right to demand an appraisal, and under [OA] 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.***

Final Award, p. 11, para 20C (2A.App.257) (emphasis added). The Agreement, the parties, and the first arbitrator – whose Final Award was pending on appeal and thus beyond the reach of the second arbitrator– were unanimous in their conclusion that Bidsal’s sale to CLA was required to close in September 2017. Where they disagreed was on who was responsible for Bidsal’s failure to sell.

### **3. Bidsal refused to sell – and CLA was not responsible for his decision**

CLA alleged and showed that Bidsal refused to sell the interest, demanding an appraisal to which he had no right. Demand for Arbitration, p. 3 (36A.App.8187); *see also* Email from Bidsal August 16, 2017 (14A.App.3212) (“we cannot open any escrow since we do not agree on this matter”). Judge Haberfeld concurred. “On August 7, 2017 --- [in] response to CLA’s election --- ***Mr. Bidsal refused to sell*** his Green Valley membership interest to CLA based on his \$5 million valuation, and ‘invoke[d] his right to establish the FMV by appraisal.’” Final Award, pp. 2-3, para 4 (2A.App.249-50) (emphasis added). But Bidsal had no such right. Final Award, p. 11, para 20C (2A.App.257).

Thus, in the second arbitration, Bidsal sought to shift the blame for his failure to CLA. He argued that – no matter how futile the effort, given his refusal to even

*open* an escrow without first getting an appraisal to substitute for his own valuation – CLA still should have shown up, cash in hand, on September 3rd. “[I]t doesn’t matter what Mr. Bidsal was telling them. They had an obligation under the operating agreement to pay what the amount was that they thought that the formula was within 30 days.” Second Arb. Tr. 43:11-14 (1A.App.43).<sup>11</sup>

Judge Wall declined to find fault with CLA. Ruling that any “perceived failure” by CLA should have been raised in the first arbitration or “was appropriate” under the circumstances, his Second Award found “in favor of [CLA] on the issue of [CLA’s] alleged failure to tender.” Second Award, p. 8, para IV.A (1A.App.33), and p. 31, para VI (1A.App.56). To the extent he was even entitled to consider this issue, Judge Wall ruled CLA was not to blame.

#### **4. Judge Wall nonetheless disregarded the agreement’s deadline**

When deciding an issue under an arbitration agreement, an arbitrator enjoys broad discretion; but that discretion is not without limit. *Exber, Inc. v. Sletten Constr. Co.*, 92 Nev. 721, 731, 558 P.2d 517, 523 (1976). As noted above, arbitration awards must be vacated if the arbitrators exceed their authority. NRS 38.241(1)(d). In addition to acting beyond their jurisdiction, arbitrators exceed their authority when they render decisions contrary to the contracts they have been hired to arbitrate. *Int’l*

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<sup>11</sup> In late August 2017, five days before the sale deadline under the Agreement, CLA provided Bidsal with proof of funds for the purchase. Letter dated August 28, 2017 (36A.App.8181-84).

*Ass’n of Firefighters, Local 1285 v. City of Las Vegas*, 107 Nev. 906, 910, 823 P.2d 877, 879 (1991). An award that is arbitrary, capricious, or unsupported by the agreement cannot be enforced. *Wichinsky v. Mosa*, 109 Nev. 84, 89-90, 847 P.2d 727, 731 (1993).

There was no dispute that the Agreement required closing within 30 days. The parties agreed the clock began running when CLA made its election to buy. Applying that timeline to the date of CLA’s election, Judge Habermeld determined Bidsal was obliged to sell by September 3, 2017, *more than four and a half years* before Judge Wall rendered his award. There is no other timeline, date, or provision in the Agreement for a different date of sale.

Nonetheless, contrary to them all, Judge Wall’s Second Award found that notwithstanding the clear and clearly understood deadline in the Agreement, “the effective date of the purchase of Bidsal’s interest has not yet come to pass.” Second Award, p. 23, (1A.App.48). The Second Award cites no provision in the Agreement extending the closing date for more than four years, let alone language putting it off to an indefinite future. Second Award, *passim* (1A.App.26-56). No such language exists. OA, *passim* (1A.App.58-85).

As Judge Wall observed, courts and arbitrators are “not at liberty to revise an agreement while professing to construe it.” Second Award, p. 7, para III (1A.App.31) (citations omitted). The “buy-sell” provision included a timetable and

a deadline, clearly understood by the parties, and adjudicated in the First Arbitration to a date certain: September 3, 2017. Judge Wall had no authority to modify that date.

The Second Award determination in 2022 that Bidsal was nonetheless entitled to distributions because a date in 2017 had not yet arrived was unsupported by, and contrary to, the Agreement. It thus exceeded the arbitrator's authority, and its denial of relief for Bidsal's half million dollars in illicit distributions, and award of attorney fees to Bidsal as the prevailing party on this issue, cannot stand. NRS 38.241(1)(d).

**B. THE SECOND AWARD WAS COMPLETELY IRRATIONAL AND MANIFESTLY DISREGARDED THE LAW**

When an award “fails to draw its essence from the agreement,” it is deemed completely irrational and likewise cannot be enforced. *Biller v. Toyota Motor Corp.*, 668 F.3d 655, 665 (9th Cir. 2012). Similarly, as this Court wrote in affirming the Final Award in this case, “when it is ‘clear from the record that the arbitrator recognized the applicable law and then ignored it,’” the award manifestly disregards the law and cannot stand. Order of Affirmance, p. 3 (35A.App.7979) (citing *Sanchez v. Elizondo*, 878 F.3d 1216, 1223 (9th Cir. 2018)); *see also Clark Cty. Educ. Ass’n v. Clark Cty. Sch. Dist.*, 122 Nev. 337, 342, 131 P.3d 5, 7 (2006) (manifest disregard is shown when the arbitrator knows the law and simply disregarded it).

Here, Judge Wall acknowledged that arbitrators cannot revise contracts. Second Award, p. 7, para III (1A.App.31) (citations omitted). He nonetheless sought to avoid the 2017 date mandated by the Agreement and substitute his preferred indefinite future date. There being no provision in the Agreement to turn the 30-day “buy-sell” process into one taking four or five years, the Second Award’s conclusion that the deadline was still pending was completely irrational. As it was contrary to Judge Wall’s (correct) understanding of an arbitrator’s limited authority, it also manifestly disregarded the law.

Lacking contract authority supporting an indefinite deadline, the Second Award points a finger at the prior arbitrator: “*Pursuant to Judge Haberfeld’s final award*, the transfer is to take place ten days of [sic] the effective issuance thereof.” Second Award, p. 23, para IV.D. (1A.App.48) (emphasis added). To the extent the second arbitrator attributed an indefinite extension to his predecessor, the decision was still both completely irrational and manifestly disregarded the law.

Judge Haberfeld unequivocally found that the Agreement itself obligated Bidsal to sell in 2017. Final Award, p. 11, para 20C (2A.App.257) (“***under Section 4.2*** Mr. Bidsal was obligated to close escrow and sell .... by September 3, 2017”) (emphasis added). Judge Haberfeld’s award was confirmed by the district court and affirmed by this Court in the first appeal. There is still nothing in the Agreement, or in the Final Award, to support the notion of an indefinite extension in which the sale

date had “not yet come to pass.” *Cf.* Second Award, p. 23 (1A.App.48). Simply put: there is no rational reading of the Agreement or the Final Award in which *Bidsal was obligated to sell in 2017* can be transformed to *Bidsal’s obligation to sell has not yet come to pass*.

When CLA was forced to demand arbitration because of Bidsal’s refusal to sell, the September 3, 2017, sale deadline had already expired. Demand for Arbitration (36A.App.8186-90). The Final Award nowhere purported to change the date or excuse Bidsal’s breach. Final Award, *passim* (2A.App.247-66). With no means of traveling into the past, the Final Award just ordered him to deliver documents needed to effectuate the long-overdue transaction “free and clear of all liens and encumbrances,” within 10 days. *Id.*, p. 14, para 24 (2A.App.260).<sup>12</sup>

Any suggestion that the Final Award amended the sale date twists its language. Applying that twisted interpretation flies in the face of the law cited by Judge Wall: “A court is not at liberty to revise an agreement while professing to construe it.” Second Award, p. 7, para III (1A.App.31) (quoting *Mohr Park Manor, Inc. v. Mohr*, 83 Nev. 107, 112, 424 P.2d 101, 104-05 (1967). The Second Award cannot rest on a supposed change to the date in the Final Award, because Judge Haberfeld had no

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<sup>12</sup> Bidsal, of course, did not comply. For months after the Final Award was issued, and long before any stay was in place, he still retained 50% of GVC – and helped himself to another \$97,500 in distributions. *See* Distr. List, p. 2 (35A.App.7984).

more authority to rewrite the contract sale date than Judge Wall himself. Where it does so, the Second Award is not only irrational; it manifestly disregards the law.

The Second Award's denial of relief to CLA for Bidsal's half million dollars in illicit distributions, and award of attorney fees to Bidsal as the prevailing party on this issue, cannot stand.

### **CONCLUSION**

This Court should reverse the district court's confirmation of the Second Award, which denied relief to CLA for Bidsal's distributions after the sale deadline and awarded Bidsal attorney fees as the prevailing party.

DATED this 3<sup>rd</sup> day of November, 2023

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## **CERTIFICATE OF COMPLIANCE**

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6), because this brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14 point Times New Roman type style.

2. I further certify that this brief complies with the type-volume limitations of NRAP 32(a)(7) because, using the computation guidelines in NRAP 32(a)(7)(C), it contains 6,361 words.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of appellate procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by appropriate references to page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated: November 3, 2023

/s/ Robert L. Eisenberg  
ROBERT L. EISENBERG

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of LEMONS, GRUNDY & EISENBERG, and on this date the foregoing *Appellant's Opening Brief and Appellant's Appendix Volumes 1-39* was electronically filed with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the Court's Master Service List.

DATED: November 3, 2023

/s/ Margie Nevin  
Margie Nevin  
Employee of Lemons, Grundy & Eisenberg

**ADDENDUM  
TO  
APPELLANT'S OPENING BRIEF  
Nos. 86438 and 86817**

### **NOTE REGARDING INCORRECT INDEX**

Appellant CLA's motion to vacate the arbitration award (1A.App. 1), was accompanied by an 18-volume appendix. Each volume contained an index. Unfortunately, the index to the motion appendix contained errors regarding some volume and page numbers.

Under NRAP 30(g)(1), an appeal appendix for the Nevada appellate court must contain correct copies of papers in the district court file. CLA is complying with that rule, providing this court with exact duplicate copies of all 18 appendix volumes that were filed in the district court with the motion to vacate the arbitration award. These district court volumes all contained the incorrect index that was filed with each volume of the motion appendix.

To assist this court on appeal, CLA has now prepared a corrected index showing correct volume and page numbers for the appendix that was filed in the district court with the motion to vacate. The corrected index is attached as an addendum to CLA's opening brief. And the present note is being placed in the appeal appendix immediately before the incorrect index that was contained in each volume of the motion appendix filed in the district court.

Volume

**OPERATIVE PLEADINGS**

App.	PART	EX. No.	DATE	DESCRIPTION
000013	1	101	02/07/20	JAMS Arbitration Demand Form
000048	1	102	03/02/20	Commencement of Arbitration
000064	1	103	03/04/20	Respondent's Answer and Counter-Claim
000093	1	104	04/30/20	Scheduling Order
000099	1	105	05/19/20	Bidsal's Answer to Counter-Claim
000105	1	106	08/03/20	Notice of Hearing for Feb. 17 thru 19, 2021
000110	1	107	10/20/20	Notice of Hearing for Feb. 17 thru 19, 2021
000114	1	108	11/02/20	Bidsal's 1st Amended Demand for Arbitration
000118	1	109	01/19/21	Respondent's 4th Amended Answer and Counter-Claim to Bidsal's 1st Amended Demand
000129	1	110	03/05/21	Bidsal's Answer to 4th Amended Counter-Claim
000135	1	111	04/29/21	Notice of Hearing for June 25, 2021
000141	1	112	08/09/21	Notice of Hearing for Sept. 29 thru 30, 2021

**FINAL AWARD**

**Jams Arbitration No.: 1260044569**

App.	PART	EX. No.	DATE	DESCRIPTION
000147	2	113	04/05/19	Final Award - Stephen E. Haberfeld, Arbitrator

**ORDERS**

**District Court Clark County, Nevada**

**Case No.: A-19-795188-P**

App.	PART	EX. No.	DATE	DESCRIPTION
000169	2	114	12/05/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counter-petition to Vacate the Arbitrator's Award - Joanna S. Kishner, Nevada District Court Judge
000180	2	115	12/16/19	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award

**FINAL AWARD**  
**JAMS Arbitration No.: 1260005736**

App.	PART	EX. No.	DATE	DESCRIPTION
000195	2	116	10/20/21	Interim Award – Hon. David T. Wall (Ret.), Arbitrator
000223	2	117	03/12/22	Final Award – Hon. David T. Wall (Ret.), Arbitrator

**EXHIBITS**

App.	PART	EX. No.	DATE	DESCRIPTION <i>[Parenthetical number ( ) is exhibit identification at arbitration hearing]</i>	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] <b>(1)</b>	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] <b>(2)</b>	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] <b>(3)</b>	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] <b>(4)</b>	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] <b>(5)</b>	03/17/21	
000360	3	123	11/29/11 - 12/12/11	Emails Regarding Execution of GVC OPAG [DL00 323, 351, 353, and CLAARB2 000044] <b>(6)</b>	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] <b>(7)</b>	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] <b>(8)</b>	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] <b>(9)</b>	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] <b>(10)</b>	03/17/21	
000472	<del>4</del> 3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] <b>(12)</b>	03/17/21	
000490	<del>4</del> 3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] <b>(13)</b>	03/17/21	
000493	<del>4</del> 3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] <b>(14)</b>	03/17/21	

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1	000497	4 3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] <b>(15)</b>	03/17/21	
2	000514	4 3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] <b>(16)</b>	03/17/21	
3	000522	4 3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] <b>(17)</b>	03/17/21	
4	000525	5 3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] <b>(18)</b>	03/17/21	
5	000654	6 3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] <b>(19)</b>	03/17/21	
6	000676	6 3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] <b>(20)</b>	03/17/21	
7	000679	6 3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] <b>(21)</b>	03/17/21	
8	000686	6 3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] <b>(22)</b>	03/17/21	
9	000688	6 3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] <b>(23)</b>	03/17/21	
10	000692	6 3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] <b>(24)</b>	03/17/21	
11	000712	6 3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] <b>(25)</b>	03/17/21	
12	000714	6 3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] <b>(26)</b>	03/17/21	
13	000720	6 3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] <b>(27)</b>	03/17/21	
14	000742	6 3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] <b>(28)</b>	03/17/21	
15	000764	6 3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] <b>(29)</b>	03/17/21	
16	000776	6 3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] <b>(30)</b>	03/17/21	
17	000816	6 3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] <b>(31)</b>	03/17/21	
18	000822	6 3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] <b>(32)</b>	03/17/21	
19	000842	6 3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] <b>(33)</b>	03/17/21	
20	000853	7 3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] <b>(34)</b>	03/17/21	
21	000890	7 3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] <b>(35)</b>	03/17/21	
22							
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1	000900	7 3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] <b>(36)</b>	03/17/21	
2	000919	7 3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] <b>(37)</b>	03/17/21	
3	000921	7 3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] <b>(38)</b>	03/17/21	
4	000923	7 3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] <b>(39)</b>	04/26/21	
5	000925	7 3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] <b>(40)</b>	04/26/21	
6	000930	7 3	157	06/22/20	CLA Responses to Interrogatories <b>(43)</b>	03/17/21	
7	000939	7 3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] <b>(50)</b>	03/19/21	
8	001011	7 3	159	08/10/20	Property Information [CLAARB2 1479, 1477] <b>(52)</b>	03/19/21	
9	001014	8 3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] <b>(56)</b>	03/19/21	
10	001688	9 3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] <b>(57)</b>	03/19/21	
11	001695	9 3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] <b>(58)</b>	03/19/21	
12	001704	9 3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 <b>(67)</b>	04/26/21	
13	001708	9 3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) <b>(84)</b>	03/19/21	
14	001719	9 3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] <b>(85)</b>	03/19/21	
15	001750	9 3	166	05/29/11	CLA Payment of \$404,250.00 [CLAARB2 000820] <b>(87)</b>	03/19/21	
16	001752	9 3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARB2 000352 – 000379] <b>(88)</b>		03/17/21
17	001781	9 3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] <b>(91)</b>	03/17/21	
18	001812	9 3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] <b>(95)</b>	03/19/21	
19	001815	9 3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] <b>(97)</b>	04/26/21	
20	001820	9 3	171	01/21/16	Correspondence from Lita to Angelo re Country Club 2012 accounting [CLAARB2 001554]		
21	001823	9 3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		



1					[CLAARB2 002086]		
2	001828	<del>9</del> 3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] <b>(111)</b>	03/19/21	
3	001830	<del>9</del> 3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] <b>(112)</b>	04/26/21	
4	001832	<del>9</del> 3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] <b>(114)</b>	04/26/21	
5	001836	<del>9</del> 3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] <b>(117)</b>	04/26/21	
6	001842	<del>9</del> 3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] <b>(118)</b>	03/19/21	
7	001844	<del>9</del> 3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] <b>(123)</b>	04/26/21	
8	001846	<del>9</del> 3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] <b>(125)</b>	04/26/21	
9	001848	<del>9</del> 3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] <b>(126)</b>		
10	001850	<del>9</del> 3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] <b>(136)</b>	03/19/21	
11	001872	<del>9</del> 3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] <b>(137)</b>	03/19/21	
12	001874	<del>9</del> 3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] <b>(139)</b>	03/19/21	
13	001876	<del>9</del> 3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] <b>(153)</b>	03/19/21	
14	001878	<del>9</del> 3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] <b>(164)</b>	03/19/21	
15	001887	<del>9</del> 3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] <b>(165)</b>	03/19/21	
16	001892	<del>10</del> 3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] <b>(166)</b>	03/19/21	
17	001895	<del>10</del> 3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] <b>(180)</b>	04/26/21	
18	001897	<del>10</del> 3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] <b>(184)</b>	03/19/21	
19	001908	<del>10</del> 3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] <b>(188)</b>	03/19/21	
20	001950	<del>10</del> 3	191	01/09/20	Notice of Appeal [N/A] <b>(189)</b>	03/19/21	
21	001953	<del>10</del> 3	192	01/09/20	Case Appeal Statement [N/A] <b>(190)</b>	03/19/21	
22	001958	<del>10</del> 3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] <b>(191)</b>	03/19/21	
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002123	<del>11</del> 3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] <b>(192)</b>	03/19/21	
002129	<del>11</del> 3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] <b>(193)</b>	03/19/21	
002134	<del>11</del> 3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) <b>(198)</b>	44/26/21	
002197	<del>11</del> 3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) <b>(200)</b>	03/19/21	
002201	<del>11</del> 3	198	08/13/20	Chris Wilcox Schedules <b>(201)</b>	03/18/21	
002214	<del>11</del> 3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) <b>(202)</b>	03/19/21	
002216	<del>11</del> 3	200	11/13/14 & 08/28/15	Distribution Breakdown <b>(206)</b>	04/27/21	

**Motion to Replace Bidsal as Manager**

App.	PART	EX. No.	DATE	DESCRIPTION
002219	<del>11</del> 4	201	05/20/20	Respondent's Motion to Resolve Member Dispute (Replace Manager)
002332	<del>12</del> 4	202	06/10/20	Claimant's Opposition Respondent's Motion to Resolve Member Dispute
002927	<del>12</del> 4	203	06/17/20	Claimant's Request For Oral Arguments re. Respondent's Motion to Resolve Member Dispute
002930	<del>12</del> 4	204	06/24/20	Respondent's Reply MPA's ISO Motion to Resolve Member Dispute
002951	<del>12</del> 4	205	07/07/20	Claimant's Supplement to Opposition to Respondent's Motion to Resolve Member Dispute
002965	<del>12</del> 4	206	07/13/20	Respondent's Supplement to Motion to Resolve Member Dispute
002985	<del>12</del> 4	207	07/20/20	Order On MTC and Amended Scheduling Order

**"First Motion to Compel"**

App.	PART	EX. No.	DATE	DESCRIPTION
002993	<del>13</del> 5	208	07/16/20	Respondent's Motion To Compel Answers to First set of ROGS
003051	<del>13</del> 5	209	07/16/20	Exhibits to Respondent's Motion to Compel Answers to First set of ROGS

003091	<del>13</del> 5	210	07/24/20	Claimant's Opp. to MTC ANS to 1 <sup>st</sup> Set of ROGS and Countermotion to Stay Proceedings
003215	<del>13</del> 5	211	07/27/20	Respondent's Reply Re MTC
003223	<del>13</del> 5	212	07/28/20	Respondent's Reply ISO MTC and Opp. to Countermotion to Stay Proceedings
003248	<del>13</del> 5	213	08/03/20	Order on Respondents Motion To Compel and Amended Scheduling Order

**Motion No. 3**

App.	PART	EX. No.	DATE	DESCRIPTION
003253	<del>13</del> 5	214	06/25/20	Claimant's Emergency Motion To Quash Subpoenas and for Protective Order
003283	<del>13</del> 5	215	06/29/20	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003295	<del>13</del> 5	216	06/30/20	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003298	<del>13</del> 5	217	07/20/20	Order on Pending Motions

**"Second Motion to Compel"**

App.	PART	EX. No.	DATE	DESCRIPTION
003306	<del>14</del> 6	218	10/07/20	Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003362	<del>14</del> 6	219	10/19/20	Lewin-Shapiro Email Chain
003365	<del>14</del> 6	220	10/19/20	Claimant's Opposition to Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003375	<del>14</del> 6	221	10/22/20	Respondent's Reply to Opposition to MTC Further Responses to First Set of ROGS to Claimant and for POD
003396	<del>14</del> 6	222	11/09/20	Order on Respondent's MTC Further Responses To First Set of ROGS to Claimant and for POD

**"Motion to Continue"**

App.	PART	EX. No.	DATE	DESCRIPTION
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1	003403	14 7	223	11/05/20	Respondent's MTC Proceedings
2	003409	14 7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

**"Motion for Leave to Amend"**

5	<b>App.</b>	<b>PART</b>	<b>EX. No.</b>	<b>DATE</b>	<b>DESCRIPTION</b>
6	003415	14 8	225	01/19/21	Letter to Wall requesting Leave to Amend
7	003422	14 8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
8	003433	14 8	227	01/29/21	Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
10	003478	14 8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
11	003482	14 8	229	02/04/21	Order on Respondent's Pending Motions

**"Main Motion to Compel"**

14	<b>App.</b>	<b>PART</b>	<b>EX. No.</b>	<b>DATE</b>	<b>DESCRIPTION</b>
15	003489	14 9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
16	003539	14 9	231	01/29/21	Claimant's Opposition to Main deposition
17	003775	14 9	232	02/01/21	Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
20	003778	14 9	233	02/03/21	Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
22	003784	14 9	234	02/04/21	Order on Respondent's Pending Motions

**"Motion for Orders"**

25	<b>App.</b>	<b>PART</b>	<b>EX. No.</b>	<b>DATE</b>	<b>DESCRIPTION</b>
26	003791	15 10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
27	003834	15 10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

				Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With Keys to All of Green Valley Properties; And (3) Prohibiting Distributions to The Members Until The Sale of The Membership Interest In Issue In This Arbitration is Consummated and the Membership Interest is Conveyed
003941	<del>15</del> 10	237	02/22/21	Ruling

**“Motion in Limine - Taxes”**

App.	PART	EX. No.	DATE	DESCRIPTION
003948	<del>15</del> 11	238	03/05/21	CLA MIL re. Taxes
003955	<del>15</del> 11	239	03/11/21	Claimant's Opposition to CLA's MIL Regarding Bidsal's Evidence Re Taxes
003962	<del>15</del> 11	240	03/17/21	Ruling – Arbitration Day 1 03/17/2021, p. 11

**“Motion in Limine - Tender”**

App.	PART	EX. No.	DATE	DESCRIPTION
003964	<del>15</del> 12	241	03/05/21	CLA's Motion in Limine Re Failure to Tender
004062	<del>15</del> 12	242	03/11/21	Claimant's Opposition to MIL and Failure to Tender
004087	<del>15</del> 12	243	03/12/21	CLA's Reply to Opposition to MIL Re Failure to Tender
004163	<del>15</del> 12	244	03/17/21	Ruling – Arbitration Day 1 - 03/17/2021, pp. 15 - 17

**“Motion to Withdraw Exhibit”**

App.	PART	EX. No.	DATE	DESCRIPTION
004167	<del>15</del> 13	245	03/26/21	Motion to Withdrawal Exhibit 188
004170	<del>15</del> 13	246	03/31/21	Claimant's Opposition to CLA's Motion To Withdraw Exhibit 188
004172	<del>15</del> 13	247	03/31/21	CLA's Reply Re Motion To Withdraw Exhibit 188
004175	<del>15</del> 13	248	04/05/21	Order on CLA's Motion To Withdraw Exhibit 188

**“LeGrand Motion”**

App.	PART	EX. No.	DATE	DESCRIPTION
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004178	<del>16</del> 44	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	<del>16</del> 44	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	<del>16</del> 44	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	<del>16</del> 44	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	<del>16</del> 44	253	09/10/21	Order Regarding Testimony of David LeGrand

**Motion re. Attorney's Fees**

App.	PAR T	EX. No.	DATE	DESCRIPTION
004324	<del>16</del> 45	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	<del>16</del> 45	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	<del>16</del> 45	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	<del>16</del> 45	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	<del>16</del> 45	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	<del>16</del> 45	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	<del>16</del> 45	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	<del>16</del> 45	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

**TRANSCRIPTS**

App.	PAR T	EX. No.	DATE	DESCRIPTION
004772	<del>17</del> 46	262	05/08/18	Transcript of Proceedings - Honorable Stephen E. Haberfeld Volume I Las Vegas, Nevada May 8, 2018
004994	<del>17</del> 46	263	05/09/18	Transcript of Proceedings - Honorable Stephen E.

				Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	<del>17</del> 16	264	03/17/21	Arbitration Hearing Transcript
005660	<del>17</del> 16	265	03/18/21	Arbitration Hearing Transcript
006048	<del>17</del> 16	266	03/19/21	Arbitration Hearing Transcript
006505	<del>17</del> 16	267	04/26/21	Arbitration Hearing Transcript
006824	<del>18</del> 16	268	04/27/21	Arbitration Hearing Transcript
007052	<del>18</del> 16	269	06/25/21	Arbitration Hearing Transcript
007104	<del>18</del> 16	270	08/05/21	Arbitration Hearing Transcript
007225	<del>18</del> 16	271	09/29/21	Arbitration Hearing Transcript
007477	<del>18</del> 16	272	01/05/22	Arbitration Hearing Transcript
007508	<del>18</del> 16	273	02/28/22	Arbitration Hearing Transcript

**OTHER**

App.	PAR T	EX. No.	DATE	DESCRIPTION
<del>007553</del>	<del>18</del> 17	<del>274</del> <b>275</b>	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – ( <i>Case No. A-19-795188-P, District Court, Clark County, NV</i> )
<del>007628</del>	<del>18</del> 17	<del>275</del> <b>274</b>	11/24/20	Appellant Shawn Bidsal's Opening Brief ( <i>Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV</i> )
007669	<del>18</del> 17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, <i>Order of Affirmance</i> , unpublished disposition
007675	<del>18</del> 17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22<sup>nd</sup> day of June, 2022.

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