

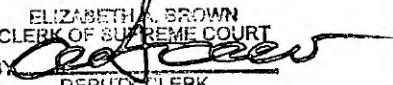
IN THE SUPREME COURT OF THE STATE OF NEVADA

BLACKSTAR ENTERPRISE GROUP,
INC., A DELAWARE LIMITED
LIABILITY COMPANY,
Appellant,
vs.
GS CAPITAL PARTNERS LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Respondent.

No. 87943

FILED

FEB 14 2024

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER DENYING STAY

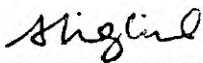
This appeal was taken from a district court order granting a motion for a preliminary injunction and specific performance and issuing relief in the form of a mandatory injunction. Under the order, appellant is required to transfer shares of stock to a reserve account and to honor respondent's subsequent notices of conversion by allowing the issuance of shares from the reserve account to respondent in the specified amounts.

Appellant has filed a motion for stay. Respondent filed an opposition, and appellant filed a reply. After the motion was fully briefed, appellant filed an emergency motion for stay, explaining that the district court's 30-day stay expires on February 15, 2024, and seeking relief by that date. The emergency motion has also been fully briefed.

In determining whether to grant a stay pending appeal, this court considers the following factors: (1) whether the object of the appeal will be defeated if the stay is not granted, (2) whether appellant will suffer irreparable or serious injury if the stay is denied, (3) whether respondent will suffer irreparable or serious injury if the stay is granted, and (4) whether appellant is likely to prevail on the merits of the appeal. NRAP

8(c). Having considered the parties' arguments in light of these factors, we are not persuaded that a stay is warranted. In particular, we are not convinced that the object of the appeal necessarily will be defeated absent a stay; respondent points to a clause in the parties' securities purchase agreement acknowledging that appellant's breach of the agreement will cause irreparable harm to respondent for which respondent is entitled to an injunction, *see LocusPoint Networks, LLC v. D.T.V. LLC*, No. 14-CV-01278-JSC, 2015 WL 5043261, at *19 (N.D. Cal. Aug. 26, 2015) (citing *Gildor v. Optical Sols., Inc.*, No. 1416-N, 2006 WL 4782348 (Del. Ch. June 5, 2006), and other cases for the proposition that parties' contractual acknowledgments "that a breach will cause irreparable harm will be upheld for the purposes of awarding injunctive relief" and, likely, to award specific performance); *see generally Canfora v. Coast Hotels & Casinos, Inc.*, 121 Nev. 771, 776, 121 P.3d 599, 603 (2005) ("[W]hen a contract is clear on its face, it will be construed from the written language and enforced as written." (internal quote marks omitted)); and appellant has not demonstrated a likelihood of success on the merits sufficient to tip the balance of the NRAP 8(c) factors in favor of a stay. Accordingly, we deny appellant's motions.

It is so ORDERED.


_____, J.
Stiglich


_____, J.
Pickering


_____, J.
Parraguirre

cc: Hon. Mark R. Denton, District Judge
Jay Young, Settlement Judge
Haynes and Boone, LLP/Denver
Brownstein Hyatt Farber Schreck, LLP/Las Vegas
Lewis Roca Rothgerber Christie LLP/Reno
Lewis Roca Rothgerber Christie LLP/Las Vegas
Eighth District Court Clerk