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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a
Nevada Limited Liability Company,

CASE NO. A-17-755479-C

DEPT. NO. XXXII

Plaintiffs,

vs.

**MOTION TO CONFIRM ARBITRATION
AWARD AND REQUEST TO ENTER
JUDGMENT**

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Pursuant to NRS 38.239 and 38.243 and/or 9 U.S.C. §§ 9 and 13, 4Front Advisors LLC (“4Front”) moves this Court for an Order confirming the attached Final Award issued in AAA Case No. 01-17-0002-9611, and requests that such Final Award be entered as a judgment in favor of 4Front and against NuVeda, LLC, Clark NMSD LLC, Nye NMSD LLC (collectively “Nuveda”), and CWNevada LLC.

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1 This Motion is made and based upon the Memorandum of Points and Authorities below,
2 the Final Award, attached as **Exhibit 1**, the pleadings and papers on file, and any argument this
3 Court may entertain on behalf of 4Front.

4 Dated: January 22, 2019

SNELL & WILMER L.L.P.

5 /s/ Bradley Austin

6 Justin L. Carley (Bar No. 9994)
7 Bradley Austin (Bar No. 13064)
8 3883 Howard Hughes Parkway, Suite 1100
9 Las Vegas, NV 89169

10 *Attorneys for 4Front Advisors, LLC*
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NOTICE OF MOTION

TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

PLEASE TAKE NOTICE that the undersigned will bring this **MOTION TO CONFIRM ARBITRATION AWARD AND REQUEST TO ENTER JUDGMENT** on for hearing on the **28** day of **Feb.**, 2019, at the hour of **9:30** **a**.m., in Department **XXXII**, or as soon thereafter as counsel may be heard.

Dated: January 22, 2019

SNELL & WILMER L.L.P.

/s/ Bradley Austin

Justin L. Carley (Bar No. 9994)
Bradley Austin (Bar No. 13064)
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Las Vegas, NV 89169

Attorneys for 4Front Advisors, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

4Front is entitled to confirmation of the Final Award granted decisively in its favor in the arbitration captioned *4Front Advisors, LLC v. CWNevada LLC, Nuveda LLC, Clark NMSD LLC & Nye NMSD LLC v. Shane Terry and Jennifer Goldstein* (American Arbitration Association Case No. 01-17-0002-9611) (the “Arbitration”).¹ After five days of evidentiary hearings in 2018 and more than 550 exhibits, a panel of three Arbitrators rendered its Final Award. *See Exhibit 1.*

II. PROCEDURAL HISTORY

4Front is a leading consultant in the legal cannabis industry. On March 10, 2014, 4Front entered into a consulting agreement with CWNevada. On June 13, 2014, 4Front entered into a consulting agreement with Nuveda, which was amended on March 31, 2015. The two consulting agreements were substantially the same, and both required arbitration in the American Arbitration Association for any claim arising out of, or relating to, the consulting agreements. Pursuant to the consulting agreements, CWNevada and Nuveda were required to pay 4Front fees for the services 4Front provided. Both CWNevada and Nuveda breached their consulting agreements by failing to pay 4Front the consulting fees under their respective agreements.

With a dispute looming over the unpaid fees, on May 15, 2017, CWNevada and Nuveda attempted to circumvent the arbitration provision and venue clauses in their respective consulting agreements and filed this litigation. In their Complaint, CWNevada and Nuveda asserted the following causes of action against 4Front: (1) First Cause of Action: Intentional Interference with Contractual Relations as to Nuveda; (2) Second Cause of Action: Intentional Interference with Contractual Relations as to CWNevada; (3) Third Cause of Action: Breach of Implied Covenant of Good Faith and Fair Dealing as to Nuveda; (4) Fourth Cause of Action: Breach of Implied Covenant of Good Faith and Fair Dealing as to CWNevada; (5) Fifth Cause of Action: Breach of Contract as to Nuveda; and (6) Sixth Cause of Action: Breach of Contract as to CWNevada.

¹ While CWNevada and Nuveda named Shane Terry and Jennifer Goldstein as third-party defendants, Mr. Terry and Ms. Goldstein were never served with the third-party claim, and the arbitration panel did not hear any evidence regarding the third-party claim. Mr. Terry and Ms. Goldstein are or were members of Nuveda.

1 On May 19, 2017, 4Front filed its Statement of Claim before the American Arbitration
2 Association (AAA Case No. 01-17-0002-9611) against CWNevada and Nuveda. 4Front asserted
3 the following claims against CWNevada and Nuveda: (1) Count I: Breach of Contract; (2) Count
4 II: Anticipatory Breach/Repudiation of Contract; (3) Count III: Breach of the Implied Covenant
5 of Good Faith and Fair Dealing; (4) Count IV: Injunction for Specific Performance; (5) Count V:
6 Accounting; and (6) Count VI: Declaration of Constructive Trust and/or Equitable Lien.

7 On June 7, 2017, 4Front filed its Motion to Compel Arbitration Or, Alternatively, to
8 Dismiss for Improper Venue and Lack of Subject Matter Jurisdiction before this Court. After
9 briefing and argument, on August 18, 2017, the Court granted 4Front's Motion to Compel
10 Arbitration, and this case was stayed pending the outcome of the AAA arbitration proceeding
11 between 4Front (on the one hand) and CWNevada and Nuveda (on the other hand).

12 On August 31, 2017, CWNevada and Nuveda filed their Response to Claim, Counterclaim
13 and Third Party Claim in the AAA arbitration proceeding. Therein, CWNevada and Nuveda
14 denied 4Front's claims and asserted counterclaims against 4Front, including the six claims
15 originally pled in their Complaint in this case as well as a new claim for civil conspiracy against
16 4Front and third-party defendants Shane Terry and Jennifer Goldstein. CWNevada and Nuveda
17 also asserted a third-party claim against Mr. Terry and Ms. Goldstein, but this third-party claim
18 was never pursued.

19 Pursuant to AAA rules, 4Front, CWNevada, and Nuveda were presented with a list of
20 proposed arbitrators and were permitted to strike any arbitrators and, for those that were not
21 stricken, to rank the arbitrators by preference. AAA Commercial Rules,² Rule R-12. AAA then
22 took the parties' independent rankings and selected a panel consisting of three Arbitrators:
23 (1) Robert Copple, (2) Sherman Fogle, and (3) Maureen Byers (Chairperson).

24 After significant discovery, which included extensive document production and a series of
25 depositions, the parties presented evidence for five days, November 5-9, 2018, which included the
26 admission of more than 550 exhibits, numerous deposition designations, and live testimony from
27 10 witnesses.

28 ² AAA Commercial Arbitration Rules and Mediation Procedures (Oct. 1, 2013), *available*
at <https://www.adr.org/Rules>.

1 On November 27, 2018, the Panel issued its Interim Decision. Therein, the Panel awarded
2 4Front damages in the amount of \$4,264,062 against CWNevada and \$3,165,425 against Nuveda.
3 The Panel denied CWNevada and Nuveda's counterclaims in their entirety. The Panel also
4 determined that 4Front was the prevailing party, authorized 4Front to submit its application for
5 attorneys' fees, and established deadlines for 4Front to seek its attorneys' fees and for CWNevada
6 and Nuveda to respond.

7 On January 9, 2018, the Panel issued its Final Award in the AAA arbitration. The Panel
8 awarded 4Front a total of \$1,223,601.29 in attorneys' fees and costs. The Panel also assessed
9 AAA's administrative fees and the arbitrators' fees against CWNevada and Nuveda and ordered
10 them to reimburse 4Front for these fees that had previously been paid by 4Front.

11 As a result of the award of attorneys' fees and costs, the Final Award to 4Front and
12 against CWNevada was \$4,987,092.29. The Final Award to 4Front and against Nuveda was
13 \$3,741,803.92. A copy of the Final Award, which incorporates the Interim Decision, is attached
14 as **Exhibit 1**.

15 4Front now requests this Court confirm the attached Final Award and enter judgment
16 pursuant to NRS 38.239 and 38.243 and/or 9 U.S.C. §§ 9 and 13.

17 III. ARGUMENT

18 Nevada has a strong and established policy favoring arbitration. *See, e.g. Mikohn Gaming*
19 *Corp. v. McCrea*, 120 Nev. 248, 252, 89 P.3d 36, 39 (Nev. 2004). The Nevada Uniform
20 Arbitration Act of 2000 ("Act") provides that "[a] court of this state having jurisdiction over the
21 controversy and the parties may enforce an agreement to arbitrate," and "[a]n agreement to
22 arbitrate providing for arbitration in this state confers exclusive jurisdiction on the court to enter
23 judgment on an award[.]" NRS 38.244. Similarly, 9 U.S.C. § 9 provides, "If the parties in their
24 agreement have agreed that a judgment of the court shall be entered upon the award made
25 pursuant to the arbitration, and shall specify the court, then at any time within one year after the
26 award is made any party to the arbitration may apply to the court so specified for an order
27 confirming the award, and thereupon the court must grant such an order unless the award is
28 vacated, modified, or corrected"

1 The parties' contracts provide:

2 [A]ny controversy or claim, including, but not limited to, errors and
3 omissions arising out of, or relating to, this Agreement or breach of
4 this Agreement, will be settled by arbitration using the rules of the
5 American Arbitration Association . . . the venue for which will be
6 in Phoenix, Arizona or in the State of Nevada, at [4Front's] sole
7 discretion. The arbitration judgment will be final and binding upon
8 the parties and may be entered in any court having jurisdiction
9 thereof.

10 Application, Training, and Consulting Agreement between 4Front and CWNevada, Section X,
11 attached as **Exhibit 2** (the Agreement between 4Front and Nuveda (attached as **Exhibit 3**) has the
12 same provision; the Agreements have been redacted for confidentiality).³ Accordingly, this Court
13 has jurisdiction to confirm and enter judgment on the Final Award from the arbitration.

14 The Act also provides that upon issuance of an award in arbitration, the prevailing party
15 may bring a motion in the District Court to confirm the Arbitrator's award. *See* NRS 38.239
16 ("After a party to an arbitral proceeding receives notice of an award, the party may make a
17 motion to the court for an order confirming the award at which time the court *shall* issue a
18 confirming order . . .") (emphasis supplied); *see also* 9 U.S.C. §§ 9, 13. Further, upon
19 confirmation of the award "the court shall enter a judgment in conformity therewith." NRS
20 38.243(1); *see also* 9 U.S.C. §§ 9, 13. The judgment may then "be recorded, docketed and
21 enforced as any other judgment in a civil action." *Id.*; *see also* 9 U.S.C. § 13. Additionally, the
22 "court may allow reasonable costs of the motion and subsequent judicial proceedings." NRS
23 38.243(2). If the motion is contested, the "court may add reasonable attorney's fees and other
24 reasonable expenses of litigation." NRS 38.243(3).

25 A District Court's "judicial review of an arbitration award is limited and is nothing like
26 the scope of an appellate court's review of a trial court's decision." *Health Plan of Nev., Inc. v.*
27 *Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004). The court should confirm an
28 arbitrator's decision if there is a "colorable justification" for the awarded outcome. *Id.* at 698,
100 P.3d at 178. Additionally, if an arbitration award is attacked, the party attacking the validity

³ Attached as **Exhibit 4** are the documents confirming the arbitrators' appointments.

of the award bears the heavy burden of proving the basis for challenging the award by clear and convincing evidence. *Washoe Co. School Dist. V. White*, __ Nev. __, 396 P.3d 834, 838 (2017).

Here, the Parties participated in arbitration conducted by a panel of three reputable arbitrators selected by both parties. After 5 days of evidentiary hearings, the Arbitrators rendered a thorough—and final—arbitration decision and award. *See Exhibit 1*. 4Front now requests this Court confirm the attached Final Award and enter judgment pursuant to NRS 38.239 and 38.243.

This Final Judgment should also include the costs incurred by 4Front in filing this motion, and, if the motion is contested, the Final Judgment should include the fees incurred by 4Front in the resulting litigation. Finally, the Final Judgment should allow pre-judgment and post-judgment interest as provided by law.

IV. CONCLUSION

For the foregoing reasons, pursuant to NRS 38.239 and 38.243 and/or 9 U.S.C. §§ 9, 13, 4Front respectfully requests that this Court issue an Order confirming the attached Final Award and enter a Final Judgment in conformity with the Final Award.⁴

Dated: January 22, 2019

SNELL & WILMER L.L.P.

/s/ Bradley Austin

Justin L. Carley (Bar No. 9994)
Bradley Austin (Bar No. 13064)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

Attorneys for 4Front Advisors, LLC

⁴ A proposed order granting the foregoing Motion and entering final judgment is attached hereto as **Exhibit 5**.

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **MOTION TO CONFIRM ARBITRATION AWARD AND REQUEST TO ENTER JUDGMENT** by the method indicated below:

- ☐ **BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.
- ☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail address(es) set forth below.
- ☐ **BY OVERNIGHT MAIL:** by causing document(s) to be picked up by an overnight delivery service company for delivery to the addressee(s) on the next business day.
- ☐ **BY PERSONAL DELIVERY:** by causing personal delivery by _____, a messenger service with which this firm maintains an account, of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

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Ryan S. Peterson, Esq.
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Attorneys for Nuveda, LLC

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COHEN JOHNSON PARKER EDWARDS
375 E. Warm Springs Road, #104
Las Vegas, NV 89119

Attorneys for CWNevada LLC

DATED: January 22, 2019.

/s/ Lyndsey Luxford
An Employee of Snell & Wilmer LLP.

4822-0671-3221

EXHIBIT 1



American Arbitration Association
Dispute Resolution Services Worldwide

FINAL AWARD

AAA Case #: 01-17-0002-9611

4Front Advisors, LLC v. CWNevada LLC, Nuveda LLC, Clark NMSD LLC & Nye NMSD LLC v. Shane Terry and Jennifer Goldstein

WE, THE UNDERSIGNED ARBITRATORS, having been designated in accordance with the arbitration agreements entered into between Claimant 4Front Advisors, LLC (“4Front”) and Respondent CWNevada LLC (“CWN”) dated March 10, 2014, and between 4Front and Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC (collectively “NuVeda”) dated June 13, 2014, and having been duly sworn, and having duly heard the proofs, arguments, and allegations of the Claimant and the Respondents in accordance with the Commercial Rules of the American Arbitration Association (“AAA”), hereby AWARD as follows:

1. 4Front appeared through counsel Cory Braddock, David Barker and Jacob Jones of Snell & Wilmer, LLP; CWN appeared through counsel Nicholas J. Santoro and Jason D. Smith of Santoro Whitmire; NuVeda appeared through counsel Jason M. Wiley and Ryan S. Petersen of Wiley Petersen.

2. The parties stipulated to a simple standard award in this matter. Upon a thorough review of all the evidence and arguments presented by all the parties, and as more fully set forth in the 27 November 2018 Preliminary Decision (which is fully incorporated herein and attached hereto), we conclude that Respondents are liable to 4Front in the

principal amounts as follows: CWN is liable in the amount of \$4,264,062 and NuVeda is liable in the amount of \$3,165,425.

3. Upon 4Front's motion for an award of attorneys' fees and costs, we award \$1,223,601.29 in attorneys' fees and costs, \$680,456.33 of which is attributed to CWN and \$543,144.96 is attributed to NuVeda. In reaching this conclusion, we have considered, among other things, the following:

- a. that the attorneys' fees awarded reasonably compensates 4Front for the attorneys' fees it incurred for prosecuting this action against the largely non-meritorious defenses of CWN and NuVeda, and for responding to CWN and NuVeda's unsubstantiated counterclaims.
- b. that in reaching the amount of costs awarded, we considered and rejected CWN and NuVeda's argument that 4Front's expert fees are statutorily capped at \$1,500 because we conclude that, in this case, "the expert's testimony were of such necessity as to require a larger fee." NRS §18.005(5).

4. The administrative fees and expenses of the AAA totaling \$33,810.00 are to be borne by the Respondents as follows: \$16,905.00 by CWNevada and \$16,905.00 by Nuveda. The compensation and expenses of Arbitrators totaling \$153,413.75 are to be borne by the Respondents as follows: \$76,706.88 by CWNevada and \$76,706.88 by Nuveda. Therefore, CWNevada shall reimburse 4Front the sum of \$42,573.96 and Nuveda shall reimburse 4Front the sum of \$33,233.96, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by 4Front.

Accordingly,

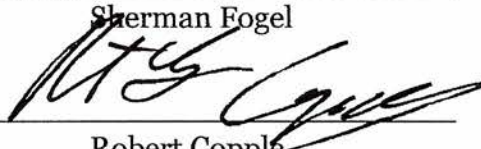
Respondent CWNevada LLC must pay Claimant 4Front Advisors LLC the total sum of \$4,987,092.29, which must be paid on or before thirty (30) days from the date of this Award.

Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC must, jointly and severally, pay Claimant 4Front Advisors LLC the total sum of \$3,741,803.92, which must be paid on or before thirty (30) days from the date of this Award.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

DATED: 9 January 2019.


Maureen Beyers

Sherman Fogel

Robert Copple

Accordingly,

Respondent CWNevada LLC must pay Claimant 4Front Advisors LLC the total sum of \$4,987,092.29, which must be paid on or before thirty (30) days from the date of this Award.

Respondents NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC must, jointly and severally, pay Claimant 4Front Advisors LLC the total sum of \$3,741,803.92, which must be paid on or before thirty (30) days from the date of this Award.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

DATED: 9 January 2019.

Maureen Beyers



Sherman Fogel

Robert Copple



American Arbitration Association
Dispute Resolution Services Worldwide

Interim Decision

AAA Case #: 01-17-0002-9611

***4Front Advisors, LLC v. CWNevada LLC, Nuveda LLC, Clark NMSD LLC &
Nye NMSD LLC v. Shane Terry and Jennifer Goldstein***

Claimant 4Front Advisors, LLC (“4Front”) brings this arbitration for breach of contract and breach of the implied covenant of good faith and fair dealing against Respondents CWNevada LLC (“CWN”) and NuVeda LLC, Clark NMSD LLC & Nye NMSD LLC (collectively “NuVeda” and with CWN, “Respondents”). CWN and NuVeda each have denied the claims and counterclaimed against 4Front for breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference and civil conspiracy. 4Front denies the counterclaims. Pursuant to the agreements between the parties (Joint Exhibit 2 (dated March 10, 2014) and Joint Exhibit 28 (dated June 13, 2014)) (collectively “Agreements”), and the August 28, 2017 Preliminary Hearing and Scheduling Order, this arbitration is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, the substantive law of Nevada and the Commercial Rules of the American Arbitration Association.

PRELIMINARY ISSUES

The evidentiary hearing in this matter was conducted in Phoenix Arizona on November 5, 6, 7, 8, and 9, 2018, before the Panel: Maureen Beyers (Chair), Sherman Fogel and Robert Copple. The Panel heard closing arguments on November 12, 2018. 4Front appeared through counsel Cory Braddock, David Barker and Jacob Jones of Snell & Wilmer, LLP, and was represented by Kris Krane and Karl Chowscano, principals of 4Front. CWN appeared through counsel Nicholas J. Santoro and Jason D. Smith of Santoro

Whitmire, and was represented by Brian C. Padgett, a CWN principal. NuVeda appeared through counsel Jason M. Wiley and Ryan S. Petersen of Wiley Petersen and was represented by Pejman Bady, a NuVeda principal.

During the course of the proceedings, the Panel heard testimony from the following live fact witnesses: Kris Krane, Jin Ho, Don Schaefer, Josh Rosen, Brian Padgett, Pejman Bady, Pouya Mohajer and Nicholas Russo. The Panel also heard testimony from the following live expert witnesses: Keith Bierman of MCA Financial Group and Dwight Duncan of EconLit LLC. The Panel also read excerpts of the deposition testimony of certain witnesses, including Joseph Kennedy, who was not called as a live fact witness.

The parties stipulated to the admission of 554 joint exhibits. Over objections by the Respondents, the Panel admitted an August 3, 2015 email as Claimant's Exhibit 100. Over objections by the Claimant, the Panel admitted a February 8, 2016 Report of Dwight Duncan as Respondents' Exhibit 100. No exhibits offered were excluded.

At the conclusion of the evidentiary hearing, the parties, through Mr. Krane, Mr. Padgett and Dr. Bady affirmed that on behalf of their respective companies, they each had received a full and fair hearing.

Following the evidentiary hearing, the Panel kept the record open to receive post-hearing oral argument and briefs on (1) liability on the claims and counterclaims, (2) 4Front's damages, if any, and (3) following this Interim Decision on an award of attorneys' fees and costs. The Panel and the parties agreed that should Respondents prevail on their counterclaims, a second hearing would be scheduled on Respondents' damages and third-party claims.

The undersigned arbitrators, having been duly appointed in accordance with the Agreements, having heard the proofs and arguments of the parties, hereby make the following Interim Decision on liability and 4Front's damages.

LIABILITY

The Panel finds that 4Front proved by a preponderance of the evidence that CWN breached its agreement with 4Front (Joint Exhibit 2 dated March 10, 2014) and that NuVeda breached its agreement with 4Front (Joint Exhibit 28 dated June 13, 2014), and that therefore CWN and NuVeda are liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amounts set forth below.

The Panel also finds that CWN and NuVeda failed to prove by a preponderance of the evidence that 4Front breached its contracts with them, breached its implied covenant of good faith and fair dealing with them, or that 4Front engaged in tortious interference or civil conspiracy.

DAMAGES

The Panel finds that 4Front has been damaged by the Respondents and that the Respondents are liable to 4Front in the amounts as follows: CWN is liable in the amount of **\$4,264,062**. NuVeda is liable in the amount of **\$3,165,425**.

CONCLUSION

For the foregoing reasons, the Panel concludes that CWN is liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amount of **\$4,264,062**, and that NuVeda is liable to 4Front for breach of contract and breach of the covenant of good faith and fair dealing in the amount of **\$3,165,425**.

Based on the foregoing, the Panel finds that 4Front is the prevailing party in this matter and may apply for a determination on an award of attorneys' fees and costs pursuant

to the Agreements, applicable law and the Commercial Rules of the American Arbitration Association. Such application must be supported by evidence (i.e. invoices, time records, receipts, etc.), and be accompanied by a sworn declaration of counsel attesting to the accuracy and reasonableness of the fees and costs sought and that the fees and costs were actually expended. Any challenge by the Respondents to the reasonableness of the fees and costs sought by 4Front must similarly be supported by evidence (i.e. Respondents' invoices, time records, receipts, etc.) and accompanied by a sworn declaration of counsel attesting to the accuracy and reasonableness of the fees and costs sought and that the fees and costs were actually expended.

Any motion for an award of attorneys' fees and costs shall be filed on or before December 9, 2018. Any response thereto shall be filed on or before December 19, 2018. Absent an order from the Panel, no reply shall be filed.

This interim decision is in full settlement of all claims submitted to the Panel in this Arbitration, and shall remain in force until a final award is rendered. Except for an award of attorneys' fees and costs, all claims not expressly granted herein are hereby denied.

DATED: 27 November 2018.

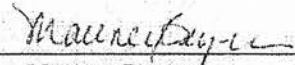
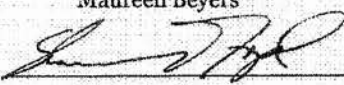
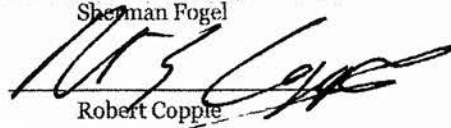

Maureen Beyers

Sherman Fogel

Robert Copple

EXHIBIT 2

APPLICATION, TRAINING, AND CONSULTING AGREEMENT

This Application, Training, and Consulting Agreement (hereinafter, the "Agreement") is made and entered into effective this 10 day of March 2014 by and between 4Front Advisors, LLC, an Arizona limited liability (hereinafter, the "Consultant"), Tim Smith Van Dyke (hereinafter, the "Owner"), and FBD, a corporation duly organized and existing under the laws of the State of Nevada (hereinafter, the "Client") (Consultant, Owner, and Client may collectively be referred to hereinafter as the "Parties").

REDACTED



REDACTED

f. Governing Law and Jurisdiction. This Agreement shall be deemed to have been made in and shall be construed and governed by the laws of the State of Nevada. Any action to enforce this Agreement shall be brought in either the state courts located in Maricopa County, Arizona or the courts of the State of Nevada, at Consultant's sole discretion and subject to applicable law.

REDACTED

REDACTED

X. Arbitration, Attorneys' Fees. Except as otherwise provided herein, any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will be settled by arbitration using the rules of the American Arbitration Association with three (3) arbitrators selected in accordance with such rules, the venue for which will be in Phoenix, Arizona or in the State of Nevada, at Consultant's sole discretion. The arbitration judgment will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. This provision will not prohibit or limit Consultant's right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing Consultant's rights under this Agreement. Except as otherwise set forth herein, should an action, including arbitration, be brought by either party to enforce any provision of this Agreement, then the prevailing party shall be entitled to its costs and reasonable attorneys' fees incurred therein.

REDACTED

REDACTED

IN WITNESS WHEREOF, the parties have executed this Training and Consulting Agreement as of the day and year first above set forth.

CONSULTANT:

4Front Advisors, LLC



By: Kate Krueger

Its: Managing Partner

Date: 3/10/14



OWNER:

By: Tina Smiths Van Oyen

Its: Manager

Date: 3/10/14

REDACTED
REDACTED

CLIENT:

TBD

By: _____

Its: _____

Date: _____

REDACTED

EXHIBIT 3

APPLICATION, TRAINING, AND CONSULTING AGREEMENT

This Application, Training, and Consulting Agreement (hereinafter, the "Agreement") is made and entered into effective this 13 day of June 2014 by and between 4Front Advisors, LLC, an Arizona limited liability (hereinafter, the "Consultant"), Shane Terry (hereinafter, the "Owner"), and Mye NMSD + Clark NMSD, a Nevada limited liability company, duly organized and existing under the laws of the State of Nevada (hereinafter, the "Client") (Consultant, Owner, and Client may collectively be referred to hereinafter as the "Parties").

REDACTED

REDACTED

f. Governing Law and Jurisdiction. This Agreement shall be deemed to have been made in and shall be construed and governed by the laws of the State of Nevada. Any action to enforce this Agreement shall be brought in either the state courts located in Maricopa County, Arizona or the courts of the State of Nevada, at Consultant's sole discretion and subject to applicable law.

REDACTED

REDACTED

X. Arbitration, Attorneys' Fees. Except as otherwise provided herein, any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will be settled by arbitration using the rules of the American Arbitration Association with three (3) arbitrators selected in accordance with such rules, the venue for which will be in Phoenix, Arizona or in the State of Nevada, at Consultant's sole discretion. The arbitration judgment will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. This provision will not prohibit or limit Consultant's right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing Consultant's rights under this Agreement. Except as otherwise set forth herein, should an action, including arbitration, be brought by either party to enforce any provision of this Agreement, then the prevailing party shall be entitled to its costs and reasonable attorneys' fees incurred therein

REDACTED

IN WITNESS WHEREOF, the parties have executed this Training and Consulting Agreement as of the day and year first above set forth.

CONSULTANT:

4Front Advisors, LLC

By: [Signature]
Its: Chris Brane
Date: Managing Partner
June 13, 2014

OWNER:

By: [Signature]
Its: Shane Terry
Date: 13 Jan 14

CLIENT:

By: [Signature]
Its: Shane Terry
Date: Clark NRSB
13 Jan 14

EXHIBIT 4

Barker, David

From: AAA Kate Stillman, Esq. <KateStillman@adr.org>
Sent: Thursday, June 22, 2017 7:13 AM
To: 'Alan Buttell'; Braddock, Cory; Jones, Jacob; Carley, Justin; 'Brian Padgett'
Cc: 'Sherman'; 'rfc@copplelaw.com'; mbeyers@bfazlaw.com
Subject: 01-17-0002-9611 4Front Advisors adv. NuVeda, CWNevada

Dear Counsel and Parties,

This will confirm the Panel of Ms. Beyers, Mr. Fogel and Mr. Copple in the above referenced matter. Additionally, this will confirm that Ms. Beyers is the Panel Chair.

The Panel has the following dates/times available for the preliminary hearing conference call:

- Thursday, July 6th – Between 11 AM and 2 PM Arizona
- Monday, July 24th – Between 10 AM and 2 PM Arizona
- Tuesday, July 25th – Between 10 AM and 2 PM Arizona

Please provide your availability for said dates/times **by end of business on Friday, June 23rd**. Absent a response we will assume all dates and times are acceptable and the call will be scheduled.

Please feel free to contact me if you have any questions.

Sincerely,

Kate



AAA Kate Stillman, Esq.
Director of ADR Services

American Arbitration Association
16 Market Square
1400 16th Street, Suite 400, Denver, CO 80202-4602
www.adr.org
T: 303 831 0823
F: 646 640 1840

The information in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

General Arbitrator Oath Form

American Arbitration Association

4Front Advisors, LLC

Vs.

CWNevada, LLC, Nuveda, LLC, Clark NMSD, LLC
and Nye NMSD, LLC

Case# 01-17-0002-9611

Notice of Appointment for Maureen Beyers

Disclosure Obligations

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. All disclosures will be brought to the attention of the parties.

Instructions

You will not be able to serve until this duly executed Notice of Appointment has been completed and submitted. Please review the *Disclosure Guidelines* found under the Neutrals eCenter "Resources" menu and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

Should the answer to any of the following questions be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) in the space provided.

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

Answer : NO

2. Have you represented any person against any party to the arbitration?

Answer : NO

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

Answer : YES

Comments : I have been practicing law for 30 years, over 20 of which in Phoenix, Arizona, and have been serving as a neutral for AAA since 1995. As a result, I am not only acquainted with many people residing or working in this community and elsewhere, but I and have personal and professional contacts with many law firms and attorneys practicing in Phoenix, throughout Arizona and elsewhere. My biography is also listed on LinkedIn, and I have certain contacts through this social medium. But the existence of a "connection" or endorsement (I do not solicit endorsements) on my LinkedIn account is not indicative of the type or any depth of any the relationship. In addition, my colleagues and I are often co-counsel with or adverse to lawyers in Arizona. My contacts or "connection" with those attorneys or law firms do not affect my neutrality and impartiality as an arbitrator and do

General Arbitrator Oath Form

not adversely affect my ability to serve as an impartial neutral in this matter. I have represented clients adverse to and aligned with clients of Snell & Wilmer. I have also arbitrated and mediated cases in which lawyers from Snell & Wilmer have represented parties. I do not know the Snell & Wilmer lawyers involved in this matter. To the best of my knowledge I have nothing else to disclose. It is always possible, however, that I have had some personal or professional contact or relationship with parties, lawyers, law firms, witnesses or arbitrators involved in an arbitration, mediation or other matter as to which I have no recollection and which precedes our present computer database or is not picked up in a database search, or which seems totally superficial to me but might seem otherwise to one of the parties or their counsel. Accordingly, if any party or any attorney participating in this arbitration has information concerning any prior professional or personal relationship that they feel should be disclosed and which has been omitted, they should advise the case manager immediately.

4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

Answer : NO

5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

Answer : NO

6. Have you, any member of your family, or any close social or business associate ever served as a neutral in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

Answer : NO

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

Answer : NO

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

Answer : NO

9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

Answer : YES

Comments : See answer to 3 above.

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this arbitration?

Answer : NO

11. Have you ever sued or been sued by either party or its representative?

Answer : NO

12. Do you or your spouse own stock in any of the companies involved in this arbitration?

General Arbitrator Oath Form

Answer : NO

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

Answer : YES

Comments : I am professionally acquainted with both Mr. Copple and Mr. Fogel, and all three of us serve on various professional committees, including in the State Bar of Arizona Alternative Dispute Resolution Section. I have served as a neutral with Mr. Fogel in at least one other arbitration.

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Answer : YES

Comments : See answer to 3 above.

15. Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

Answer : NO

Arbitrator's Oath

I attest that I have reviewed my biographical information provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Commercial Arbitrators and/or all applicable statutes pertaining to arbitrator disclosures.

Terms of Compensation

Before proceeding, please indicate that you have reviewed the Notice of Compensation Arrangements for this case.



Once completed, please indicate your acceptance of this appointment as arbitrator by entering your initials in the space provided.

(mb)

Maureen Beyers
17-Jun-17

General Arbitrator Oath Form

American Arbitration Association

4Front Advisors, LLC

Vs.

CWNevada, LLC, Nuveda, LLC, Clark NMSD, LLC
and Nye NMSD, LLC

Case# 01-17-0002-9611

Notice of Appointment for Robert Copple

Disclosure Obligations

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. All disclosures will be brought to the attention of the parties.

Instructions

You will not be able to serve until this duly executed Notice of Appointment has been completed and submitted. Please review the *Disclosure Guidelines* found under the Neutrals eCenter "Resources" menu and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

Should the answer to any of the following questions be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) in the space provided.

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

Answer : NO

2. Have you represented any person against any party to the arbitration?

Answer : NO

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

Answer : NO

4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

Answer : NO

5. Have you had any professional or social relationship of which you are aware with any relative of any of the

General Arbitrator Oath Form

parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

Answer : NO

6. Have you, any member of your family, or any close social or business associate ever served as a neutral in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

Answer : NO

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

Answer : NO

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

Answer : NO

9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

Answer : NO

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this arbitration?

Answer : NO

11. Have you ever sued or been sued by either party or its representative?

Answer : NO

12. Do you or your spouse own stock in any of the companies involved in this arbitration?

Answer : NO

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

Answer : YES

Comments : I know both Ms. Beyers and Mr. Fogel professionally from the ADR Section of the Arizona State Bar Association.

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Answer : NO

15. Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?

General Arbitrator Oath Form

Answer : NO

Arbitrator's Oath

I attest that I have reviewed my biographical information provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Commercial Arbitrators and/or all applicable statutes pertaining to arbitrator disclosures.

Terms of Compensation

Before proceeding, please indicate that you have reviewed the Notice of Compensation Arrangements for this case.



Once completed, please indicate your acceptance of this appointment as arbitrator by entering your initials in the space provided.

(RFC)

Robert Copple
17-Jun-17

General Arbitrator Oath Form

American Arbitration Association

4Front Advisors, LLC

Vs.

CWNevada, LLC, Nuveda, LLC, Clark NMSD, LLC
and Nye NMSD, LLC

Case# 01-17-0002-9611

Notice of Appointment for Sherman Fogel

Disclosure Obligations

It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case and should any additional direct or indirect contact arise during the course of the arbitration or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosures may forfeit your ability to collect compensation. All disclosures will be brought to the attention of the parties.

Instructions

You will not be able to serve until this duly executed Notice of Appointment has been completed and submitted. Please review the *Disclosure Guidelines* found under the Neutrals eCenter "Resources" menu and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment.

Should the answer to any of the following questions be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) in the space provided.

1. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration?

Answer : NO

2. Have you represented any person against any party to the arbitration?

Answer : NO

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

Answer : YES

Comments : See attached Disclosure Statement

4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?

Answer : NO

General Arbitrator Oath Form

5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?

Answer : NO

6. Have you, any member of your family, or any close social or business associate ever served as a neutral in a proceeding in which any of the identified witnesses or named individual parties gave testimony?

Answer : NO

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case which you are assigned?

Answer : NO

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

Answer : NO

9. Have any of the party representatives, law firms or parties appeared before you in past arbitration cases?

Answer : YES

Comments : See attached Disclosure Statement

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this arbitration?

Answer : NO

11. Have you ever sued or been sued by either party or its representative?

Answer : NO

12. Do you or your spouse own stock in any of the companies involved in this arbitration?

Answer : NO

13. If there is more than one arbitrator appointed to this case, have you had any professional or social relationships with any of the other arbitrators?

Answer : YES

Comments : See attached Disclosure Statement

14. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Answer : NO

15. Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or

General Arbitrator Oath Form

independence or create an appearance of partiality?

Answer : NO

Arbitrator's Oath

I attest that I have reviewed my biographical information provided to the parties on this case and confirm it is current, accurate and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Commercial Arbitrators and/or all applicable statutes pertaining to arbitrator disclosures.

Terms of Compensation

Before proceeding, please indicate that you have reviewed the Notice of Compensation Arrangements for this case.



Once completed, please indicate your acceptance of this appointment as arbitrator by entering your initials in the space provided.

(SDF)

Sherman Fogel
19-Jun-17

EXHIBIT 5

Justin Carley, Esq.
Nevada Bar No. 9994
Bradley Austin, Esq.
Nevada Bar No. 13064
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
jcarley@swlaw.com
baustin@swlaw.com
Attorneys for Defendant
4Front Advisors LLC

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a
Nevada Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;

Defendants.

CASE NO. A-17-755479-C

DEPT. NO. XXXII

**ORDER GRANTING DEFENDANT'S
MOTION TO CONFIRM ARBITRATION
AWARD AND REQUEST TO ENTER
JUDGMENT**

-and-

FINAL JUDGMENT

Having considered Defendants' Motion to Confirm Arbitration Award and Request to Enter Judgment ("Motion") under NRS 38.239 and 38.243 and 9 U.S.C. §§ 9 and 13, and with good cause appearing:

IT IS HEREBY ORDERED that the Motion is **GRANTED**.

IT IS FURTHER ORDERED that the Final Award, attached as Exhibit 1, is **CONFIRMED**.

IT IS FURTHER ORDERED that final judgment is entered in favor of Defendants and against Plaintiff on the terms stated in the attached Final Award, which is wholly incorporated into this Order and Final Judgment.

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IT IS FURTHER ORDERED that the monetary portion of this Final Judgment shall
accrue interest as provided by NRS 17.130(2).

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2019.

DISTRICT COURT JUDGE

4821-1382-9766