An unpublished order shall not be regarded as precedent and shall not be cited as legal authority. SCR 123.

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROLLAND P. WEDDELL,
Appellant,
vs.
MICHAEL B. STEWART, AN INDIVIDUAL, AND AS TRUSTEE OF THE MICHAEL B. STEWART TRUST; EMPIRE ENERGY, LLC; EMPIRE GROUP, LLC; EMPIRE FOODS, LLC; EMPIRE FARMS, LLC; ORIENT FARMS, LLC; WHITE PAPER, LLC; EMPIRE GEOTHERMAL POWER, LLC; NEVADA ENERGY PARK, LLC; AMOR II CORPORATION; M.B.S., INC.; TAHOE ROSE, LLC; CLEARWATER RIVER PROPERTIES, LLC; HONALO KAI, LLC; SIERRA ROSE, LLC; SUNDANCE FARMS, LLC; GNV ENTERPRISES, LLC; KOSMOS LEASE HOLDINGS, LLC; GRANITE CREEK LAND & CATTLE, LLC; EMPIRE SEED COMPANY, LP; GEOR II CORPORATION; SAN EMIDIO RESOURCES, INC.; SAN EMIDIO AGGREGATE, INC.; AND JUNIPER HILL PARTNERS, LLC,
Respondents.

No. 62366

FILED
MAR 1 2 2015
TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court final judgment, entered after remand, in a contract action. First Judicial District Court, Carson City; James Todd Russell, Judge.

Appellant contends that the district court erroneously determined that (1) appellant's membership interest in Granite

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Investment Group, LLC (Granite) was terminated; and (2) appellant's managerial interest in Granite was terminated. We disagree.

As for termination of appellant's membership interest, the district court properly found that respondent Stewart complied with sections 10.4 and 10.5 of Granite's operating agreement and that section 10.6 was rendered moot. In particular, the district court properly construed section 10.5 as not requiring that an appraisal be completed within 30 days of a triggering event, but only that the appraisal be arranged within that time frame. *See Weddell v. H2O, Inc.*, 128 Nev. ___, ___, 271 P.3d 743, 748 (2012) (recognizing that contract interpretation is a legal issue subject to de novo review).[1] As this was the only dispute regarding whether Stewart complied with sections 10.4 and 10.5, we conclude that the district court properly determined that appellant's membership interest in Granite was terminated.[2]

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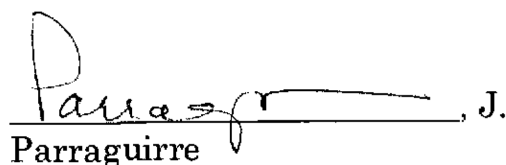
[1]In *Weddell*, this court assumed that Stewart had not commissioned an appraisal. 128 Nev. at ___, 271 P.3d at 750-51. Thus, whether Stewart commissioned an appraisal in compliance with the operating agreement was not an issue that was decided by this court, meaning that our summary of the operating agreement's terms was not binding on the parties or the district court on remand. *See Argentena Consol. Mining Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 536, 216 P.3d 779, 785 (2009) ("A statement in a case is dictum when it is unnecessary to a determination of the questions involved." (internal quotations omitted)); *Dictor v. Creative Mgmt. Servs., LLC*, 126 Nev. ___, ___, 223 P.3d 332, 334 (2010) ("In order for the law-of-the-case doctrine to apply, the appellate court must actually address and decide the issue . . . .").

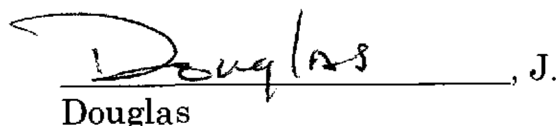
[2]Appellant also suggests that the district court "ignored" an earlier appraisal commissioned by both appellant and Stewart. To the extent that appellant is attempting to argue that this issue warrants reversal, we disagree, as the parties' operating agreement expressly authorized Stewart to select the appraiser who would conduct the buyout appraisal.

As for appellant's managerial interest, the district court found that Stewart's tender of $100 to appellant was effective to terminate appellant's managerial interest under section 10.2 of Granite's operating agreement. Appellant's opening brief does not address the district court's conclusion that section 10.2 operated to terminate his managerial interest, and it is undisputed that Stewart tendered $100.[3] Therefore, we conclude that the district court properly determined that appellant's managerial interest in Granite was terminated.[4] Accordingly, we

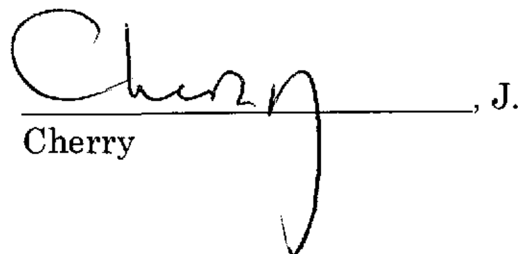
ORDER the judgment of the district court AFFIRMED.



_________________________, J.
Parraguirre



_________________________, J.
Douglas



_________________________, J.
Cherry

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[3]To the extent that appellant seeks in his reply brief to distinguish between section 10.2's use of the term "transfer" and the term "divert," we have not considered this argument. *See Francis v. Wynn Las Vegas, LLC*, 127 Nev. ___, ___, n.7, 262 P.3d 705, 715 n.7 (2011) ("[A]rguments raised for the first time in an appellant's reply brief need not be considered.").

[4]In light of this conclusion, we need not consider whether Stewart properly elected himself as a co-manager of Granite prior to appellant being divested of his managerial interest.

cc: Hon. James Todd Russell, District Judge
Day R. Williams, Attorney at Law
Robison Belaustegui Sharp & Low
Carson City Clerk