

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

JAY BLOOM; AND SEAN BLOOM,  
Appellants,  
vs.  
JODY RODGERS; AND THE JODY  
RODGERS REVOCABLE TRUST,  
Respondents.

No. 88520-COA

JAY BLOOM; AND SEAN BLOOM,  
Appellants,  
vs.  
JODY RODGERS; AND THE JODY  
RODGERS REVOCABLE TRUST,  
Respondents.

No. 88820-COA

**FILED**

SEP 30 2025

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *Melissa J. Miller*  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Jay and Sean Bloom appeal from district court orders denying a motion to vacate an arbitration award and confirming the award (Docket No. 88520-COA) and granting a motion for attorney fees and costs (Docket No. 88820-COA). Eighth Judicial District Court, Clark County; Nadia Krall, Judge.

In 2019, the Blooms began soliciting investors for the Pegasus Project, which envisioned using mobile solar generators to power bitcoin mining in Mohave County, Arizona. The project was centered around Pegasus Group Holdings, LLC, an entity incorporated in Nevis (Pegasus Nevis). Jay Bloom was the chairman of the company and served on its board of managers. Sean Bloom solicited investors and publicly held himself out as a founding partner of the company.

Among the investors that Sean recruited to invest in the project were Matthew Rodgers, who resided in Arizona, and his mother, respondent Jody Rodgers, who was a resident of New Hampshire. Jody invested in the

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Pegasus Project through the Jody Rodgers Revocable Trust created under the laws of New Hampshire.

As part of their effort to recruit Matthew and Jody to invest in the Pegasus Project, the Blooms sent direct deliveries, emails, and texts to the potential investors where they resided. In these communications, Matthew and Jody were told, among other things, that the principal entity of the Pegasus Project—Pegasus Nevis—had ownership and use rights in 16,000 mobile solar generators, worth approximately \$1.5 billion, that there was \$100 million in institutional investments lined up to support the project, and that the company qualified for \$270 million in tax credits.

In April 2019, Jody and Matthew executed subscription agreements in New Hampshire to invest in Pegasus Nevis, with a combined interest of four percent and total investment of \$2 million. In May 2019, Jody acquired another one-percent interest for \$500,000.

Each subscription agreement contained an arbitration clause that bound the parties to arbitration for “[a]ny dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof.” The agreement also empowered the arbitrators to award attorney fees to the prevailing party. The agreement further contained a governing law provision, which provided that “THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REFERENCE TO THE CONFLICT OR CHOICE OF LAWS PROVISIONS THEREOF.”

In early 2020, Matthew and Jody began inquiring about Pegasus Nevis’s finances and demanded to see the company’s books. Shortly thereafter, in May 2020, the Blooms sent them an amended operating agreement which requested that they each sign a joinder to the agreement and return it. By signing the joinder Matthew and Jody would have relinquished certain rights with regard to the company and would have been required to ratify any and all prior acts of the company and its members and managers. Neither Matthew nor Jody signed a joinder.

On April 22, 2021, Matthew and Jody initiated legal action against the Blooms, Pegasus Nevis, Jonathan Cooper (who became the CEO of Pegasus Nevis after Matthew and Jody signed the subscription agreements), and various other executive officers and corporate entities connected to the Pegasus Project. Their suit proceeded to arbitration. In their amended arbitration demand, Matthew and Jody asserted the following claims: securities fraud, sale of unregistered securities, transactions by unregistered dealers/salespersons, breach of fiduciary duty, negligent misrepresentation, accounting, unjust enrichment, alter ego, and a claim seeking a constructive trust or equitable lien on all assets possessed by or wrongfully transferred or conveyed by Pegasus Nevis.

Matthew and Jody alleged that the Blooms fraudulently induced them to invest \$2.5 million in the Pegasus Project, and that the Blooms continued to harm them after they made their investments in the project through nefarious practices. Based on numerous alleged falsehoods the Blooms communicated to them to secure the investment, Matthew and Jody claimed the Blooms were liable for securities fraud and negligent misrepresentation. Additionally, they claimed that the securities themselves were illegal because they were either required to be registered with the necessary state agencies or the Blooms had to seek an exemption from the registration requirement, which they failed to do. And because the Blooms had sold unregistered securities, Matthew and Jody asserted that rescission was appropriate and the Blooms were liable for damages related to their failed investments.

Matthew and Jody further alleged that, after the sale of the securities, the directors and officers of Pegasus Nevis violated their fiduciary duties to Matthew and Jody as shareholders based on alleged self-dealing, fraudulent conveyances, and attempts to conceal information. As a result, they also asserted several common-law claims. During the arbitration proceedings, Matthew and Jody sought the return of their \$2.5 million investment, plus pre-

judgment interest, attorney fees and costs, as well as compensatory and exemplary damages.

Following extensive briefing and oral argument, the arbitration panel granted summary judgment in favor of Matthew and Jody on their securities fraud and sale of unregistered securities claims. The other claims were either dismissed by the panel or dropped by Matthew and Jody. Of note, the panel dismissed Matthew and Jody's claims against Cooper, awarding Cooper attorney fees against them, consistent with the arbitration provision.

On September 7, 2023, the arbitration award was issued, which awarded Matthew and Jody \$2,499,109.14 in damages, \$1,070,302.74 in pre-judgment interest, \$421,089.44 in attorney fees, and \$147,260 in administrative fees and arbitrator compensation, against the Blooms and others. The award also granted Cooper attorney fees against Matthew and Jody in the amount of \$108,423.58. On September 8, 2023, all parties received notice of the arbitration award.

On September 21, Matthew and Jody timely filed with the arbitration panel a motion to reconsider both their award of attorney fees to Cooper and their decision not to award pre-judgment interest on the award of administrative fees and arbitrator compensation. The panel denied this motion on October 3 and notice of the denial of reconsideration was apparently served on October 4.

On December 29, 2023, 112 days after receiving notice of the arbitration award, the Blooms filed a motion to vacate the arbitration award as to Jody Rodgers and the Jody Rodgers Revocable Trust (Jody) in district court.<sup>1</sup> The Blooms sought to vacate the award on two grounds. First, they

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<sup>1</sup>The record reflects that Matthew Rodgers passed away at some point during the arbitration proceedings. Although the district court ultimately confirmed the arbitration award as to Matthew, he was not named as a party to the Blooms' motion to vacate the arbitration award, which identified only Jody Rodgers and the Jody Rodgers Revocable Trust as defendants. The order

argued that the arbitrators used the wrong standard in deciding the parties' dispositive motions. And second, the Blooms asserted that the arbitration panel erred in its choice of law analysis by applying securities laws from other states in addition to Nevada, in contravention of the choice of law provision contained in the subscription agreements executed by the parties.

The district court subsequently denied the motion to vacate and confirmed the arbitration award. In so doing, the court found that the Blooms' motion was untimely filed, as the award was served on September 8, 2023, and that the Blooms conceded that award was not modified or corrected at any time after that date. Therefore, the court found that, under NRS 38.241(2), the 90-day deadline for filing the motion to vacate the arbitration award served on September 8 was December 7, and thus the Blooms' motion to vacate filed on December 29 was untimely. The court further concluded that "the substantive arguments presented by Jay Bloom and Sean Bloom in support of the Motion to Vacate Arbitration Award [were] without merit." The Blooms subsequently appealed the district court's order denying the motion to vacate the arbitration award and confirming the award in Docket No. 88520.

Thereafter, Jody requested attorney fees and costs stemming from the district court proceedings. The district court held a hearing and ultimately awarded Jody \$27,610 in attorney fees and \$823.49 in costs. The Blooms appealed this order in Docket No. 88820. The appeals were subsequently consolidated. We discuss each appeal in turn.

*Docket No. 88520*

On appeal, the Blooms primarily argue that their motion to vacate the arbitration award in district court was timely filed from the date

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denying the motion to vacate and confirming the arbitration award notes that Jody was the personal representative of the Estate of Matthew Rodgers, but it does not appear that the Estate was a party to the district court proceedings. And because the Estate was not a party to the district court proceedings, the Estate is likewise not a party to this appeal.

the arbitration panel denied Matthew and Jody's motion for reconsideration, and therefore the court erred in denying their motion to vacate. The Blooms further contend that the district court erred in rejecting their asserted substantive grounds for vacating the award. Jody argues that this court need not resolve the Blooms' substantive challenges to the arbitration award because their motion to vacate the award was untimely. We agree.

For the reasons set forth below, we conclude that the Blooms' motion to vacate the arbitration award was not timely filed within the 90-day statutory period for filing such motions set forth in NRS 38.241(2). And because the application of the statute precludes our consideration of the merits of the Blooms' arguments, we affirm the district court's denial of the motion to vacate the arbitration award on timeliness grounds.

Nevada's appellate courts "review questions of law, including questions of statutory interpretation, de novo." *Engelson v. Dignity Health*, 139 Nev. 578, 589, 542 P.3d 430, 441 (Ct. App. 2023). When interpreting a statute, our examination begins by looking to the statute's plain language. *Id.* at 591, 542 P.3d at 442. Where a statute's plain language is unambiguous, "we will enforce the statute as written, without resorting to the rules of construction." *Id.* But "if a statute's language is ambiguous, meaning it is susceptible to more than one reasonable interpretation, we will examine the provision's legislative history and the statutory scheme as a whole to ascertain the Legislature's intent." *Id.*

Here, the parties' dispute centers on the interpretation of NRS 38.241(2), which provides that "[a] motion [to vacate] must be made within 90 days after the movant receives notice of the award pursuant to NRS 38.236 or within 90 days after the movant receives notice of a modified or corrected award pursuant to NRS 38.237." This statute outlines two events that will trigger the 90-day window to file a motion to vacate: (1) the movant receives notice of an award pursuant to NRS 38.236, or (2) the movant receives notice of a modified or corrected award pursuant to NRS 38.237. Thus, a party has

90 days from notice of the award to file a motion to vacate, but if the arbitrator issues a modified or corrected award, the period resets, and a party then has 90 days from notice of the modified or corrected award to seek vacatur of this award.

In arguing that their motion to vacate was timely filed, the Blooms assert that the filing of a motion to modify an award with the arbitrator tolls the running of the 90-day period to file a motion to vacate the award. They further assert that, once a motion to modify is filed with the arbitrator, the 90-day period does not start to run until the arbitrator resolves the motion to modify. Based on these contentions, the Blooms argue that they timely filed their motion to vacate the arbitration award within 90 days of the date the arbitration panel denied Matthew and Jody's motion to reconsider the arbitration award.<sup>2</sup>

But the Blooms' argument ignores the plain language of NRS 38.241(2). The statute's plain language reflects the legislature's intent to limit the triggering events for the 90-day period only to notice of either the award or a modified or corrected award. Nothing in the statutory language suggests that merely filing a motion to reconsider, modify, or correct an award with the arbitrator extends the time to file a motion to vacate the award with the district court, much less that the filing of such a motion with the arbitration panel tolls the running of this 90-day period. *See Rural Tel. Co. v. Pub. Utils. Comm'n*, 133 Nev. 387, 389, 398 P.3d 909, 911 (2017) ("This court follows the principle of statutory construction that the mention of one thing implies the exclusion of another." (internal quotation marks omitted)); *see also Ex parte Arascada*, 44 Nev. 30, 35, 189 P. 619, 620 (1920) ("[I]t is fair to assume that, when the

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<sup>2</sup>Notably, the Blooms do not contend that the arbitrators' denial of the motion to reconsider modified or corrected the award. We take this as a concession that, because there was no modification or correction of the award, the arbitration award served on September 8 is the operative award.

Legislature enumerates certain instances in which an act or thing may be done . . . it names all that it contemplates; otherwise what is the necessity of specifying any?"). Instead, NRS 38.241(2) plainly provides that only the entry of a modified or corrected award commences a restart of the 90-day period in which to file a motion to vacate the arbitration award in district court.

The Blooms are asking this court to read additional language into the statute to reset the running of the 90-day period to file a motion to vacate an arbitration award until after the arbitration panel decides a motion for reconsideration pending before it. However, this is contrary to the plain language of NRS 38.241(2), and therefore, we decline to adopt such an interpretation of this statute, as it would be contrary to well-established principles of statutory construction. *See Berkson v. LePome*, 126 Nev. 492, 502, 245 P.3d 560, 567 (2010) (declining to construe a statute in a way that "violates the plain reading of that statute by reading in language that is not there and fundamentally altering the text"). Further, we decline to expand the statutory language of NRS 38.241(2) to include extending the 90-day filing requirement following the *denial* of an arbitrator's motion to reconsider an award. As a result, we likewise reject the Blooms' associated argument that the filing of a motion to reconsider an award with the arbitrator tolls the time to file a motion to vacate the arbitration award in the district court until the motion is resolved by the arbitrator.

Instead, we apply the plain language of NRS 38.241(2) to assess the timeliness of the Blooms' motion to vacate the arbitration award. *See Engelson*, 139 Nev. at 591, 542 P.3d at 442; *see also Zion Wood Obi Wan Tr. v. MMAWC, LLC*, No. 85051, 2023 WL 8012190, at \*1 (Nev. Nov. 17, 2023) (Order of Affirmance) (concluding that the statutory 90-day time period for bringing a motion to vacate an arbitration award applies even to common law challenges to arbitration awards because such an approach is "[c]onsistent with public policy favoring arbitration"). And, as outlined above, under the plain language of NRS 38.241(2), only the notice of the arbitration award or



notice of a modified or corrected arbitration award starts, or restarts, the running of the 90-day period to file a motion to vacate an arbitration award.

In this case, the Blooms received notice of the arbitration award on September 8, 2023. As a result, their 90-day window to file a motion to vacate the arbitration award commenced from this date. Because the Blooms did not file their motion to vacate the arbitration award with the district court until December 29, 2023, which was 112 days after receiving notice of the award, the motion was untimely filed.

As our supreme court has recognized, “[i]f a party fails to make a timely motion to vacate an award, the right to oppose confirmation on a statutory basis (that could have been raised in a timely vacatur petition but was not) is waived.” *Casey v. Wells Fargo Bank, N.A.*, 128 Nev. 713, 717-18, 290 P.3d 265 (2012) (internal citation omitted). This same rule applies to common law challenges to arbitration awards. *Zion Wood*, No. 85051, 2023 WL 8012190, at \*1. And because the Blooms failed to timely file their motion to vacate the arbitration award, the district court did not err in denying the Blooms’ motion to dismiss on timeliness grounds. As a result, we affirm the order of the district court and need not reach the merits of the Blooms’ arguments on appeal.

Finally, to the extent the Blooms challenge the arbitration panel’s award of attorney fees and costs to Matthew and Jody, their argument does not provide a basis for relief. The Blooms’ sole argument in challenging the award is that, if this court concludes that the arbitration award must be vacated, then that award of attorney fees and costs must also be vacated. Based on our disposition above, we necessarily affirm the confirmation of the arbitration award that includes the award of attorney fees and costs in Docket No. 88520.

*Docket No. 88820*

Because the Blooms' argument for reversing the attorney fees and costs award in Docket No. 88820 is premised solely on the propriety of the order challenged in Docket No. 88520, we must affirm that award as well.

It is so ORDERED.<sup>3</sup>

  
\_\_\_\_\_, C.J.  
Bulla

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Westbrook

cc: Hon. Nadia Krall, District Judge  
Hutchison & Steffen, LLC/Las Vegas  
Wright, Finlay & Zak, LLP/Las Vegas  
Galbut Beabeau  
Eighth District Court Clerk

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<sup>3</sup>As to any arguments not specifically addressed in this order, we have considered the same and concluded that they do not present a basis for relief.

We have considered Jody's request for an award of appellate attorney fees as sanctions against the Blooms under NRAP 38 and conclude that the imposition of such sanctions is not warranted.