

1 10. Pursuant to Section 6.2 of the Operating Agreement, which is attached hereto as
2 Exhibit 2-B, a member can be expelled if he or she "was not acting in the best interest of the
3 Company or was otherwise acting in a manner that was contrary to the purpose of the
4 Company." In my legal opinion, Bady and Mohajer's actions were not in the best interest of
5 NuVeda and were contrary to the stated purpose of NuVeda in Section 1.6 of its Operating
6 Agreement, which includes legal cultivation, processing or dispensing of medical marijuana.

7 11. On November 20, 2015, the disinterested voting members, defined as "those
8 Members who's membership in the Company is not then being voted upon" by Section 6.2 of the
9 Operating Agreement, executed a valid written consent pursuant to Section 4.2 of the Operating
10 Agreement to expulse Bady and Mohajer's membership interests in NuVeda ("November 20
11 Actions"). While the last signatures occurred on November 22, 2015, pursuant to Section 6.2 of
12 the Operating Agreement, the written action was valid upon execution by 60% of the
13 disinterested voting members. A true and correct copy of the November 20 Action is attached
14 hereto as Exhibit 2-C.

15 12. As counsel for NuVeda, it is my legal opinion that Bady and Mohajer were
16 properly expelled and are no longer members of NuVeda as of November 20, 2015.

17 13. On Monday, November 23, 2015, before becoming aware of the November 20
18 Actions, Bady and Mohajer purported to remove Plaintiff Shane M. Terry and Goldstein's as
19 officers of the company ("November 23 Action"). Accompanying that resolution, which is
20 attached hereto as Exhibit 2-D, Bady and Mohajer expressed their intent to sell NuVeda's
21 medical marijuana establishment certificates. The letter of intent for that sale was included with
22 the November 23 Action.

23 14. It is my opinion that Bady and Mohajer were not members of NuVeda at the time
24 of the November 23 action because of their expulsion as members on November 20, 2015.

25 15. Moreover, a day after Bady and Mohajer become aware of the November 20
26 Actions, I received two written actions dated November 24, 2015 purporting to expulse Terry
27 and Goldstein as members of NuVeda ("Bady November 24 Actions") pursuant to Section 6.2.
28 The Bady November 24 Actions are attached hereto as Exhibit 2-F.

1 16. It is my legal opinion that the Bady November 24 Actions are also of no effect
2 because Bady and Mohajer were removed a members of NuVeda pursuant to the November 20
3 Actions. Further, it is my opinion that Bady and Mohajer did not have cause under Section 6.2
4 of the Operating Agreement to expulse Terry or Goldstein. Therefore, the Bady November 24
5 Actions are ultra vires and invalid.

6 17. For clarity, on November 24, 2015 NuVeda members executed a written action
7 removing Bady and Mohajer as officers of the Company ("NuVeda November 24 Action"). The
8 NuVeda November 24 Actions are attached hereto as Exhibit 2-G.

9 18. Moreover, upon credible information, it is my information and belief that Bady is
10 attempting to sell NuVeda's assets and/or membership interests in NuVeda to additional third-
11 parties. This is particularly troubling given the regulatory nature of the industry. In my review of
12 Bady and Mohajer's actions and after consultation with Nevada attorneys, it appears as if they
13 are attempting to sell NuVeda's medical marijuana establishment certificates in a manner that is
14 contrary to State and local law. As a result, I am concerned that Bady and Mohajer's actions will
15 lead to NuVeda's loss of its medical marijuana certificates.

16 19. The loss of NuVeda's medical marijuana establishment certificates would cause
17 uncompensasble harm to NuVeda as it would be virtually impossible for NuVeda to obtain
18 another certificate under the current state and local schemes. Likewise, NuVeda's members,
19 including Plaintiffs, would likely be unable to obtain a medical marijuana registration cared in
20 the future.

21 I declare under penalty and perjury under the law of the State of Nevada that the
22 foregoing is true and correct.

23 Executed this 3rd day of December, 2015.

24 
25 PANTEA FARHI STEVENSON
26
27
28

EXHIBIT 2-A

EXHIBIT 2-A

July 21, 2015

NuVeda, LLC
2160 East Calvada Boulevard
Pahrump, NV 89048
Attn: Dr. Pejman Bady

Re: Engagement for Legal Services

Dear Dr. Bady:

Thank you for selecting PF Stevenson Law, PLLC as legal counsel to NuVeda, LLC ("NuVeda"). The purpose of this Engagement Letter (this "Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

Scope of Engagement.

We have been asked to represent NuVeda with the contemplated fundraising transactions pursuant to the term sheets from Dr. Gregory Daniel and Peak Venture Partners II, LLC. Our representation may be expanded if both parties agree in writing to do so. After our engagement concludes, we have no further obligation to advise NuVeda. As such, if there are any later legal developments that may impact NuVeda's future rights and liabilities, including changes in the applicable laws or regulations, NuVeda will have to engage us separately to advise on such developments. For clarity, we represent only NuVeda and not its members individually.

In signing this Agreement, NuVeda understands that neither Pantea Stevenson nor any attorneys at PF Stevenson Law, PLLC are licensed to practice law in the state of Nevada and that Jennifer Goldstein, Esq., NuVeda's general counsel, will supervise this engagement.

Even though you are well aware of this and you are operating within state laws, it is my ethical duty to advise you that the growth, cultivation and sale of medical cannabis is illegal under Federal Law and all parties involved may be subject to, among other fines and penalties, Federal criminal prosecution and asset seizure.

Fees.

Except as stated below, our arrangement is based on a blended rate of \$300 per hour. We bill our hourly rates in six (6) minute intervals (increments of 1/10th of an hour) for time dedicated to your matter. This includes time spent on email and telephone. From time-to-time we may utilize paralegals for administrative tasks in our discretion to reduce costs. Paralegals are billed at \$135 per hour.

In consideration of our services, we require an advance of \$15,000 that will be applied to our

billable charges. The advance will be deposited in the firm's client trust account, subject to IOLTA (Interest on Lawyer Trust Accounts) requirements at M&T Bank in Virginia. We will draw down on your advance to satisfy our billing statements, copies of which will be sent to you. When the advance is close to depletion, we will advise you and bill for a supplemental advance as described below in the "Billing" section. Any unused portion of the advance or supplemental advance will be refunded at the end of the engagement.

Expenses.

In the course of providing services to NuVeda, it may be necessary for us to incur certain costs or expenses. NuVeda agrees to reimburse us for certain reasonable costs or expenses that we actually incur in accordance with the following guidelines:

Photocopying and Telephone. Our office policy is to not pass on internal phone, printing or copying fees to our clients except for international calls, which are passed on at cost.

We do not foresee other types of expenses accruing under this Agreement. If such expenses accrue, we will communicate such expenses for approval and seek reimbursement at cost. We reserve the right to consult with another attorney at our sole cost and expense regarding matters before us.

Billing.

Generally, our billing statements are prepared and mailed monthly. The balance on these billing statements will be applied against the advance. When the advance is close to depletion, a supplemental advance calculated based on the estimated legal work left that month is due within seven (7) calendar days from date of receipt. If any outstanding balance (not an advance) is not paid within twenty (20) calendar days of the statement date, a finance charge computed at the rate of the lesser of three percent (3%) simple interest per calendar month or the maximum amount allowed by law will be imposed on your account balance that is outstanding after twenty (20) calendar days and every month thereafter until the overdue balance is paid in full.

Any statement will be deemed to be accepted and affirmed by you unless objected to in writing within twenty (20) calendar days of the invoice date. Failure to give written notice of an objection within twenty (20) calendar days constitutes a waiver of objection and the fees will be deemed owed.

If you fail to remain current in the payment of legal fees, you agree that in addition to other remedies, we may at any time cease further legal work and/or withdraw as counsel subject to our general ethical obligations.

Assignment of Firm Personnel.

I will be primarily responsible for the supervision of this matter. As and when necessary, I will draw upon the talent and expertise of our attorneys within PF Stevenson Law and utilize paralegal staff to handle administrative tasks. All work completed by Pantea Stevenson or attorneys within PF Stevenson Law, PLLC will be supervised by NuVeda general counsel, Jennifer Goldstein, Esq.

Pantea F. Stevenson

571.449.7090

stevenson@pfstevenson.com

Responsibilities and Termination of the Representation.

You may terminate our services and representation under this Agreement at any time by providing written notice to us. Such termination will not, however, relieve you of the obligation to pay for services rendered and costs or expenses paid or incurred on your behalf in accordance with this Agreement prior to the date of such termination.

We also have the right to terminate our representation of you subject to our professional ethics obligations. If we withdraw, we will provide you with reasonable written notice to arrange for alternative representation. Causes for withdrawal include, but is not limited to, (a) your failure to honor the terms of this Agreement and future expansions of this Agreement, (b) your failure to cooperate or follow our advice on a material matter, (c) your failure to provide us with timely, accurate and truthful information or (d) if our continued representation would be unlawful or unethical.

Also, you explicitly agree to truthfully, fully and accurately disclose to us all facts that may be relevant to a matter or that we otherwise reasonably request. You agree to timely provide us with new information that you receive that may affect our representation so that we can advise you effectively.

Documents and File Retention.

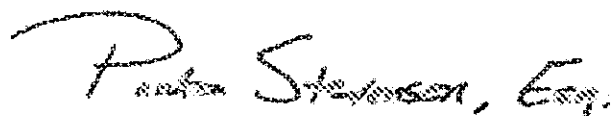
We may send you documents throughout this representation. These copies will be your file copies. We will also keep the information in a file at our office. When we have completed all of the legal work necessary for your case, we will close our file and return original documents, if any, to you. We will then store the file for five (5) years. We will destroy the file five years of time unless you instruct us in writing now to keep it longer.

Execution.

If any of the information in this letter is not consistent with NuVeda's understanding of our agreement, please contact us before entering into this Agreement.

On behalf of our firm, we look forward to working with NuVeda. If you have any questions, please feel free to call.

Very truly yours,



Pantea F. Stevenson, Esq.

I have read and understand this Agreement and hereby consent to it on behalf of NuVeda, LLC:

By: _____

Title: _____

EXHIBIT 2-B

EXHIBIT 2-B

NuVeda,
LLC

Operating
Agreement

July 9, 2014

Operating Agreement For NuVeda, LLC

A Nevada Limited Liability Company

This Operating Agreement (the "Agreement") is made effective as of July 9, 2014 (the "Effective Date"), by and among and those persons identified in Exhibit A (collectively, the "Members").

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I

ORGANIZATION

1.1 Formation and Qualification. The Members have formed NuVeda, LLC ("NUVEDA"), a limited liability company (the "Company") under the Nevada Limited Liability Company Act (currently Chapter 86 of the Nevada Restated Statutes) (the "Act") by filing Articles of Organization with the Nevada Secretary of State.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada, including the Nevada Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Nevada's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be "NUVEDA, LLC." The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Voting Members deem appropriate or advisable. The Voting Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the voting Members consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Nevada as the Voting Members may determine. The Company shall continuously maintain a registered agent in the State of Nevada as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Voting Members.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the following activities:

The research, design, creation, management, licensing, advising and consulting regarding the legal medical marijuana industry, as such matters shall be lawfully allowed under applicable state laws. Such purpose shall be broadly read to include providing management or other professional services to any individual, group or entity that is lawfully licensed, or seeking to become lawfully licensed, under any state statutory scheme providing for the legal cultivation, processing or dispensing of medical marijuana.

ARTICLE II

MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all of the Voting Capital accounts. The Company may decide to issue Class B Nonvoting Capital (the "Nonvoting Capital") to Members who have no voting rights, but have an Ownership Interest, as defined below.

Section 2.3 Ownership Interests. A Member's Ownership Interest ("Ownership Interest") shall be the equity holding a Member has in the Company, which shall determine the Member's rights to profits and other payouts and, where applicable, debts and obligations to or on behalf of the Company. The "Percentage Ownership Interest" of a Voting Member shall be the percentage that is derived when the Member's Ownership Interest is divided by the total of all of the Ownership Interests of all Members. The Members shall have the initial Ownership and Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein if any.

Section 2.4 Management by Voting Members. The Voting Members shall manage the Company and shall have the right to vote, in their capacity as Managers, upon all matters upon which Managers have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interests in the Company. Voting Members need not identify whether they are acting in their capacity as Members or Managers when they act.

The Nonvoting Members shall have no right to vote or otherwise participate in the management of the Company. No Nonvoting Member shall, without the prior written consent of all of the Voting Members, take any action on behalf of, or in the name of, the Company, or enter into any contract, agreement, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

Section 2.5 Voting. Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act collectively, and, unless otherwise specified or permitted by this Agreement, upon the majority vote of the Voting Members which members establish a quorum as defined in section 4.6 of this Agreement. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

Unless the context requires otherwise, in this Agreement, the terms "Member" or "Members," without the qualifiers "Voting" or "Nonvoting," refer to the Voting and Nonvoting Members collectively; and the terms "Manager" or "Managers" refers to the Voting Members.

Section 2.6 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities

of the Company; and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.7 New Members. The Voting Members may issue additional Voting Capital, or reallocate the Ownership Interests among the Members, and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his or her required capital contribution, if any; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

Section 2.8 Vesting Schedule. The Voting and Ownership Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Voting and Ownership Interests as set forth in Exhibit A. The Voting and Ownership Interests of Penders and Winmill are stated as a total possible, and are each subject to vesting upon the successful conclusion of each full calendar from the date hereof year as follows: Penders and Winmill shall each immediately vest in one-quarter of a percent (.25%) upon execution of this Operating Agreement. Subject to Penders and Winmill's continued provision of services in a manner satisfactory to the reasonable professional standards of a majority of the Voting Members, each shall vest in Voting and Ownership Interests at the rate of point one eight seven five of a percent (.1875%) at the conclusion of the first full calendar year, and an additional point four three seven five of a percent (.4375%) per annum for the following three (3) years. Such vesting shall be subject to the terms of the Vesting and Acceleration Agreement. Prior to them becoming vested, all Winmill and Penders unvested Voting and Ownership Interests percentages shall be allocated evenly between Pouya Mohajer and Shane Terry, assuming their continued Membership with the Company, otherwise allocated among all Voting Members in proportion to each Member's Voting and Ownership Interest percentage, to ensure a total of 100% of the Voting and Ownership Interests are allocated at all times ("Allocated Unvested Shares"). As Penders and Winmill vest in the Allocated Unvested Shares, they shall immediately and automatically be reallocated to Penders and Winmill.

With regard to any Ownership Interests granted by the Company after the execution of this Operating Agreement, such Ownership Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted from the Ownership Interest of Pej Bady until such time Bady's Ownership Interest has been reduced to thirty-eight percent (38%). In the event any further or more Ownership Interests are granted by the Company, such Ownership Interests shall be sourced by taking a proportional share of the dilutable Ownership Interests of the Members. All Members whose Ownership Interests are dilutable shall have their Ownership Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Ownership Interests. Ownership Interests designated as nondilutable will not decrease.

With regard to any Voting Interests granted by the Company after the execution of this Operating Agreement, such Voting Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Voting Interests of Pouya Mohajer and Shane

Terry until such time Mohajer and Terry's respective Ownership Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Voting Interests. Voting Interests designated as nondilutable will not decrease.

Section 2.9 Anti-Dilution. Certain of the Members' Ownership Interests will be denoted as being non-dilutable. In the event the Company issues additional Ownership Interests, or reallocates Ownership Interests among the Members (either, a "Dilutive Transaction"), the Non-dilutable Ownership Interests shall remain constant as a percentage of the total outstanding Ownership Interests before and after the Dilutive Transaction.

ARTICLE III CAPITAL ACCOUNTS

3.1 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, approved invoices, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A, or shall be made as such within 30 days of the Effective Date.

3.2 Additional Contributions. If, at any time or times hereafter, the Voting Members

shall determine that additional capital is required by the Company, the Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required and whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

3.3 Withdrawal and Return of Capital. No Member may withdraw any portion of the capital of the Company, and no Member shall be entitled to the return of any contribution to the capital except upon majority vote of the Voting Members. The return of Capital Contributions shall have priority over any distributions to the members and shall be made within the sole discretion of a majority of the Voting Members.

3.4 Interest on Capital Contributions. Interest on all Capital Contributions made by the Voting Members shall accrue at a rate of 8% from the date of the contribution until fully paid. This shall apply to all contributions made by the Voting Members regardless of the timing of the Capital Contribution. Specifically it is understood that significant sums have been paid or will be paid by the Voting Members in order to effectuate the goals and purposes of the Company. All said contributions shall be repaid in full with interest, as provided for herein, in accordance with the provisions of Section 3.3.

ARTICLE IV MANNER OF ACTING

4.1 Officers and Agents of the Company. The Voting Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Voting Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Voting Members deem appropriate.

The Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Voting Members. The Voting Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Voting Members.

Any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with this Agreement, shall constitute the act of and serve to bind the

Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Authority to Bind the Company. Notwithstanding the foregoing, no Member without a majority vote consisting of 60% of the Voting Members' interest in the Company, shall have the authority to engage in the following transactions:

- (a) Borrowing money in the Company's name;
- (b) Transferring, settling or releasing any claim of the Company, except upon payment in full;
- (c) Mortgaging any of the Company's property, or pledging any property of the Company as security for any loan;
- (d) Selling or leasing any of the Company's property other than in the ordinary course of business;
- (e) Knowingly causing anything to be done whereby any of the Company's property may be subjected to seizure, attachment or forfeiture or the Company's ownership or possession of any such property may be put at risk;
- (f) The sale, exchange or other disposition of all, or substantially all, of the Company's assets occurring as part of a single transaction or plan, or in multiple transactions over a six month period, except in the orderly liquidation and winding up of the business of the Company upon its duly authorized dissolution;
- (g) The merger of the Company with another partnership, corporation, limited liability company or other entity; and
- (h) Agreeing to or executing any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount greater than One Thousand Dollars (\$1,000.00). Notwithstanding the foregoing, the Chief Executive Officer can agree to or execute any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount more than Ten Thousand Dollars (\$10,000.00).

4.3 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.4 Notice of Meetings. In the event that a meeting of the Voting Members is called,

written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than sixty business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.5 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.6 Quorum. Members holding at least 66% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.7 Voting. If a quorum is present, a majority vote of the Voting Members so represented shall be the act of the Members or Managers, unless the vote of a lesser or greater proportion or number is otherwise required by the Act, by the Certificate or by this Agreement.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Subject to applicable law and any limitations elsewhere in this Agreement, Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Voting Members deem these actions to be appropriate.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement below, the Voting Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement, all distributions shall be made as follows:

Distributions:

- Eighty percent (80%) of each distribution will be allocated among all of the Members, as follows (the "Distribution Interests"):

Pejman Bady	38%
Pouya Mohajer	25.25%
Shane Terry	25.25%
Jennifer Goldstein	7%
Joseph Kennedy	1**%
John Penders	1.75%
Ryan Winmill	1.75%

and

- Twenty percent (20%) of each distribution shall be allocated to satisfy any contractual obligations owed by the Company to consultants, vendors, advisors or others with whom the Company has an appropriate written agreement providing for such distributions ("Distributions Partners"); in the event less than 20% of the Distribution has been allocated to Distributions Partners, the unallocated percentage shall be allocated to the Members in proportion to their Percentage Distribution Interests.

Except as otherwise provided in this Agreement, the decision as to whether to make distributions shall be within the sole discretion of the Voting Members.

With regard to any Distribution Interests granted by the Company after the execution of this Operating Agreement, such Distribution Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Distribution Interests of Pouya Mohajer and Shane Terry until such time Mohajer and Terry's respective Distribution Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Distribution Interests relative to all other dilutable Members' Voting Interests. Distribution Interests designated as nondilutable will not decrease.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Voting Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

Vesting Schedule. The Distribution Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Distribution Interests as set forth in Exhibit A.

5.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to

accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.4 Non-Compete Agreement. The Members agree that they will not at any time within one (1) year from the earlier of (1) the termination of the Member's Voting Interests for any reason or (2) the termination of this Agreement: directly or indirectly engage in or prepare to engage in, or to have any ownership interest in any business, venture or entity that engages in, or is preparing to engage in, business or activities that directly compete with the services provided by the Company, unless the Member is already engaged in such business or venture at the time this Agreement is entered into, unless such matter is agreed upon in writing by a majority of the disinterested Voting Members. Subject to the foregoing, the departing Member shall only be precluded from competing in any county in which any of the following have occurred: (1) the Company has an in process or pending application; (2) the Company has received licenses to operate any medical marijuana facility; and (3) the Company sells or delivers marijuana and marijuana products (each, a "Competing County"). For purposes of this provision, any county in which the Company's only sale or delivery was related exclusively to Auntie Dolores products shall not be deemed a Competing County unless another provision hereof applies. The other Members may override this provision is by an agreement in writing executed by a majority of the disinterested Voting Members.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. For a period of two (2) years after the Articles of Organization for the Company are filed ("the filing"), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members. During the third year after the filing, a Member may voluntarily resign his membership, but such Member shall be entitled to receive from the Company only the book value of his Ownership Interest, adjusted for profits and losses to the date of resignation, unless otherwise agreed by written consent of all of the other Voting Members. Subsequent to the third year after filing, a Member may voluntarily resign his membership and shall be entitled to receive from the Company the fair market value of his Ownership Interest, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous agreement of all of the Voting Members, including the resigning Member. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The other Voting Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member's Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment

being due sixty (60) days after the Member's resignation.

6.2 Expulsion or Death of a Member. A Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests. Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company. For purposes of this provision, the "Disinterested Voting Members" shall be those Members who's membership in the Company is not then being voted upon, and "Disinterested Voting Interests" shall be the total percentage of the Ownership Interests held by the Disinterested Voting Members. By means of example only, if the Members sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting Members would be all Members other than Member A, and the vote would require 60% of the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest a meeting of the Voting Members must be held in accordance with the provisions of Section 4.3.

Upon the expulsion or death of a Member, the Member's successor-in-interest, estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the former Member's Ownership Interest, the fair market value of that Member's Ownership Interest, adjusted for profits and losses to the date of the expulsion or death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the former Member or the former Member's successor-in-interest, estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the expelled or deceased Member's successor-in-interest, estate or beneficiary or beneficiaries, within thirty (30) days after the Member's expulsion or death, to purchase the former Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's expulsion or date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the former Member's successor-in-interest, estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the former Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

6.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Voting Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the other Voting Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than twenty-five (25) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Voting Members, each of whom shall then have a period of twenty-five (25) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all but not less than all of the Offered Interest. If two (2) or more Voting Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Voting Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Voting Interests. If the other Voting Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date").

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Membership Interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease

and terminate.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member resulting in an encumbrance or transfer of the Member's Membership Interest, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Voting Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed; copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on

which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Nevada Secretary of State.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII

DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: the entry of a decree of judicial dissolution pursuant to

the Act; the majority approval of the Voting Members; or any other event causing a dissolution of a Limited Liability Company under the laws of the State of Nevada.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Voting Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Voting Members shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. All noncash contributions to the Capital Accounts shall be returned to the Member who made such contribution upon dissolution of the Company, to the extent such noncash assets exist and may be legally returned to the contributing Member. Any remaining noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Voting Members, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their Ownership Interests.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d), as the voting Members deem appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise)

against any other Member.

8.8 Certificate of Cancellation. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Nevada Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX

EXCULPATION AND INDEMNIFICATION, REPS AND WARRANTIES

9.1 Exculpation of Members. Subject to the limitations of section 9.3, no Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken, as long as such act or omission was made in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. Subject to the limitations of section 9.3, below, the Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or Officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Intellectual Property Indemnification. Notwithstanding the foregoing, each Member will indemnify, defend and hold harmless the other Member and any of its Affiliates, customers, officers, directors, employees, agents, assigns, and successors for any loss, damage, expense, costs (including, but not limited to, fees for attorneys and other professionals) or liability arising out of or in connection with a claim for intellectual property infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party.

The indemnity obligations under this section are conditioned upon the Party seeking indemnification (the "Indemnified Party") (a) giving the other Party (the "Indemnifying Party") prompt Notice of such claim; (b) cooperating with the Indemnifying Party, at the Indemnifying Party's expense in the defense of such claim; and (c) giving the Indemnifying Party the right to

control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement or consent to judgment that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written approval.

9.4 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE X

INTELLECTUAL PROPERTY

10.1 Definition of Intellectual Property. "Intellectual Property" means all intellectual property rights in the United States or any foreign jurisdiction throughout the world (whether registered or not) including, without limitation, all of the following: (i) all patents and utility models and applications therefore, and all reissues, divisions, re-examinations, renewals, extensions, provisional's, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries, including without limitation, invention disclosures; (ii) all trade secrets and other rights in Technology, data, know-how and confidential or proprietary information; (iii) mask works, mask work registrations and applications therefore, and all other rights corresponding thereto throughout the world; (iv) all copyrights, copyrights registrations and applications therefore and all other rights corresponding thereto; (v) all industrial designs and any registrations and applications therefore; (vi) all rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefore; and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

10.2 Ownership of Intellectual Property. The Parties acknowledge that any and all Intellectual Property created, used or embodied in or in connection with the Project, including without limitation any modifications or improvements made by the Parties based upon ideas, suggestions or proposals communicated between the Parties, are and shall remain the sole and exclusive property of the originating Party, and the other Party shall not during or at any time after the term of this Agreement in any way question or dispute the ownership of any such exclusive ownership rights.

10.3 Definition of Marks. "Mark(s)" means the trademarks, service marks, trademark and service mark applications, trade dress, trade names, logos, insignia, symbols, designs or other marks identifying a Party or its products.

10.4 No Rights in Marks. Nothing in this Agreement should be construed to grant either Party any rights in the Marks of the other Party. The Parties acknowledge, however, that each Party may use the name of the other Party and the name of their Products in advertising and marketing the Products or the Parties, themselves. The Products will be affixed with appropriate copyright and trademark notices sufficient to give Notice as to the rights of the Parties in their respective products.

10.5 Confidentiality. If, during the term, a Party receives or has access to Confidential Information belonging to the other Party, the Parties will be bound to keep all such information confidential. Confidential Information may only be used for purposes related to this Agreement and the Party receiving the confidential information must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance, but in no event less than reasonable care.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he or she may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member

Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Nevada shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Nevada; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then

the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Nevada law shall apply in any such subsequent action or proceeding.

ARTICLE XII MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context

may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

12.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective Successors nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

12.9 Amendments. All amendments to this Agreement shall be in writing and signed by all of the Members to the agreement at the time of the amendment.

12.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

12.11 Remedies Cumulative. Subject to Article XI, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Nevada or of the United States of America with jurisdiction over any county of Nevada as selected by the Member that is the plaintiff in the action, or that initiates the proceeding or arbitration. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

12.13 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is

empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

Peyman Badly
Member: PEYMAN BADY

Pouya Mohajer
Member: POUYA MOHAJER

Shane Terry
Member: SHANE TERRY

Ryan Winmill
Member: RYAN WINMILL

Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

Joseph Kennedy
Member: JOSEPH KENNEDY


Member: JOHN PENDERS

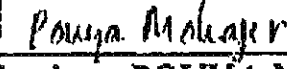
NUVEDA, LLC
LISTING OF MEMBERS

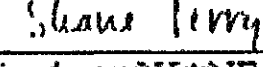
NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
Joe Kennedy	11115 Kilkerran Ct. Las Vegas, NV 89141	1%*/1%*/1%*
John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%


*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

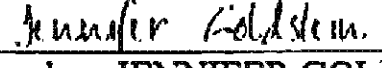
Member Listing as of this 16th day of July, 2014


DocuSigned by:

 Member: PEJMAN BADY

DocuSigned by:

 Member: POUYA MOHAJER

DocuSigned by:

 Member: SHANE TERRY

DocuSigned by:

 Member: RYAN WINMILL

DocuSigned by:

 Member: JENNIFER GOLDSTEIN

DocuSigned by:

 Member: JOSEPH KENNEDY

Member: JOHN PENDERS

**NUVEDA, LLC
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description

	Value
Member: PEJ BADY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16th day of July, 2014.

DocuSigned by:
Peyman Bady
Member: PEYMAN BADY

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
STW
Member: SHANE TERRY

DocuSigned by:
STW
Member: RYAN WINMILL

DocuSigned by:
Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

DocuSigned by:
Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS

empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

16 JULY 2014

NUVEDA, LLC

LISTING OF MEMBERS

NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
Joe Kennedy	11115 Kilkerran Ct. Las Vegas, NV 89141	1%*/1%*/1%*
John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%

*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

Member Listing as of this 16 day of JULY, 2014

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

NUVEDA, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description

	Value
Member: PEJ BADY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16 day of JULY, 2014.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

EXHIBIT 2-C

EXHIBIT 2-C

**ACTION BY WRITTEN CONSENT
OF THE DISINTERESTED VOTING MEMBERS OF NUVEDA, LLC**

The undersigned, being members of NuVeda, LLC, a Nevada limited liability company organized and existing under the laws of the State of Nevada (the "Company"), do hereby take the following action by written consent.

WHEREAS, evidence has been presented, evaluated and considered by the Disinterested Voting Members (as defined in the Company's Operating Agreement) that Members Pejman Bady ("Bady") and Pouya Mohajer ("Mohajer") have engaged in actions that were not in the best in interest of the Company and contrary to the purpose of the Company;

WHEREAS, specifically, evidence has been presented, evaluated and considered by the Disinterested Voting Members that that Bady has undertaken certain actions that comprised the business of the Company, compromised the legal interests of the Company, violated provisions of the Operating Agreement and violated Bady's legal and fiduciary obligations to the Company and its other Members ("Bady Detrimental Acts");

WHEREAS, specifically, evidence has been presented, evaluated and considered by the Disinterested Voting Members that that Mohajer has undertaken certain actions that comprised the business of the Company, compromised the legal interests of the Company, violated provisions of the Operating Agreement and violated Mohajer's fiduciary obligations to the Company and its other Members ("Mohajer Detrimental Acts");

WHEREAS, the Company's Operating Agreement reads, in relevant part:

6.2 Expulsion or Death of a Member. A Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests. Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company. For purposes of this provision, the "Disinterested Voting Members" shall be those Members who's membership in the Company is not then being voted upon, and "Disinterested Voting Interests" shall be the total percentage of the Ownership Interests held by the Disinterested Voting Members. By means of example only, if the Members sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting Members would be all Members other than Member A, and the vote would require 60% of the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest a meeting of the Voting Members must be held in accordance with the provisions of Section 4.3.

Upon the expulsion or death of a Member, the Member's successor-in-interest, estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the former Member's Ownership Interest, the fair market value of that Member's Ownership Interest, adjusted for profits and losses to the date of the

expulsion or death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the former Member or the former Member's successor-in-interest, estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the expelled or deceased Member's successor-in-interest, estate or beneficiary or beneficiaries, within thirty (30) days after the Member's expulsion or death, to purchase the former Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's expulsion or date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the former Member's successor-in-interest, estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the former Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

WHEREAS, pursuant to Section 6.2 of the Operating Agreement, the Disinterested Voting Members have evaluated Bady Detrimental Acts and agree that Bady was not acting in the best interest of the Company and was acting in a way that is contrary to the purpose of the Company;

WHEREAS, pursuant to Section 6.2 of the Operating Agreement, the Disinterested Voting Members have evaluated Mohajer Detrimental Acts and agree that Mohajer was not acting in the best interest of the Company and was acting in a way that is contrary to the purpose of the Company;

WHEREAS, after careful review and evaluation, the undersigned Disinterested Voting Members believe that it is in the best interest of the Company to expel Bady and Mohajer;

WHEREAS, the Disinterested Voting Members also believe that Bady Detrimental Acts are of such a serious and adverse nature that Bady's continued involvement with the Company further compromises the Company's purpose; and

WHEREAS, the Disinterested Voting Members also believe that Mohajer Detrimental Acts are of such a serious and adverse nature that Mohajer's continued involvement with the Company further compromises the Company's purpose;

NOW THEREFORE, it is RESOLVED, the undersigned Disinterested Voting Members agree that Bady and Mohajer were not acting in the best interest of the Company and acting in a manner that was contrary to the purpose of the Company;

FURTHER RESOLVED, the undersigned Disinterested Voting Members, hereby expel Bady and Mohajer from the Company effective immediately pursuant to Section 6.2 of the Operating Agreement;

FURTHER RESOLVED, Shane Terry is hereby appointed to reach a resolution with Bady and Mohajer for the fair market value of their membership interest or obtain an appraiser on behalf of the Company as necessary;

FURTHER RESOLVED, that the members and manager of the Company be, and hereby are, authorized and directed to execute and deliver, in the name and on behalf of the Company, any and all agreements, documents or instruments, and take such actions as may be necessary or advisable to effect the intent of the resolutions set forth above; and

FURTHER RESOLVED, that this Consent may be executed in counterparts and by electronic signature and fax, each of which shall be deemed an original all of which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, the undersigned Disinterested Voting Members of NuVeda LLC, have caused these resolutions to be effective upon signature of 60% or more of Disinterested Voting Members.

MEMBERS

DocuSigned by:
Shane Terry
512E2740F7CC4E9...

11/20/2015

Shane Terry

Date

DocuSigned by:
Jennifer Goldstein
EF77DE40622E4EC...

11/20/2015

Jennifer Goldstein

Date

DocuSigned by:
Ryan Winmill
70216C6BBE1B41B...

11/21/2015

Ryan Winmill

Date

DocuSigned by:
John Penders
4338089CB204421...

11/22/2015

John Penders

Date

EXHIBIT 2- D

FILED

UNDER SEAL

EXHIBIT 2-D

EXHIBIT 2-E

EXHIBIT 2-E

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, representing more than sixty percent (60%) of the disinterested voting interests in NUVEDA, LLC, a Nevada limited liability company (the "Company"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada law and the Operating Agreement of the Company dated July 9, 2014 (as amended, supplemented or modified, the "Operating Agreement") with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of the Members of the Company duly called and held in accordance with applicable law:

WHEREAS, Section 4.3 of the Operating Agreement provides that: "No regular, annual, special or other meetings of Voting Members are required to be held" and further provides that: "Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with [Nevada law];" and

WHEREAS, Section 6.2 of the Operating Agreement provides that: "A Member's interest in the Company may be terminated or expelled upon agreement of the Disinterested Voting Members by a vote of 60% of more of Disinterested Voting Interests" and further provides that: "Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company;" and

WHEREAS, evidence and information has been evaluated and considered by the undersigned that Ms. Jennifer Goldstein has undertaken actions that have not been in the best interest of the Company and was contrary to the purpose of the Company, including, without limitation, (i) unilaterally making decisions on behalf of, and binding, the Company without obtaining the required approval of the Members of the Company in accordance with the Operating Agreement, and (ii) failing to satisfy her ethical obligations as a duly licensed attorney in the State of Nevada relating to her actions as general counsel and ownership interests in the Company; and

WHEREAS, in addition to the foregoing violations, the Members of the Company previously approved in accordance with the terms of the Operating Agreement a Letter of Intent with CWNevada, LLC, a Nevada limited liability company ("CW"), a company engaged in the Nevada medical marijuana business and which possesses a dispensary license and multiple cultivation and production licenses, for purposes of, inter alia: (i) CW acquiring a sixty five percent (65%) controlling interest of the licenses described therein (collectively, the "Licenses"), with the Company retaining a thirty five percent (35%) non-contributing interest in the cultivation facilities and a thirty five percent (35%) interest in the dispensaries; (ii) CW funding one hundred percent (100%) of all necessary tenant improvements, equipment and working capital and satisfying the current accounts payable of the Company (collectively, the "Capital"); and (iii) CW developing, managing, operating and promoting the facilities to maximize profits and the overall value and goodwill of the facilities (the "LOI"), pursuant to that certain Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada limited liability company dated November 23rd, 2015 (the "Consent"); and

WHEREAS, pursuant to the terms of the Consent, Dr. Pej Bady, duly appointed President of the Company, was authorized to execute the Consent and proceed with the necessary negotiations for consummating the transaction described in the LOI; and

WHEREAS, pursuant to the terms of the Consent and the authority granted therein, Dr. Pej Bady executed and delivered the LOI to CW; and

WHEREAS, pursuant to the terms of the Consent, Ms. Jennifer Goldstein was removed as "Principal" and General Counsel of the Company and was removed in every capacity as an agent of the Company; and

WHEREAS, the Consent was forwarded to Company counsel for circulation to the members of the Company, including, without limitation, Ms. Goldstein, on November 23, 2015; and

WHEREAS, in blatant disregard of the actions taken by the Members of the Company pursuant to the Consent, Ms. Jennifer Goldstein: (i) continues to represent to third parties that she is an agent of the Company; and (ii) continues to engage in discussions and representations relating to the business of the Company; and

WHEREAS, Ms. Jennifer Goldstein executed an Action By Written Consent of the Disinterested Voting Members of NuVeda, LLC for the attempted expulsion of the membership interests of Mr. Pouya Mohajer and Dr. Pej Bady pursuant to the terms of the Operating Agreement (the "Disinterested Consent"); and

WHEREAS, pursuant to the terms of the Operating Agreement, the Disinterested Consent did not constitute a valid action taken by the Disinterested Members of the Company as such Disinterested Consent was not executed by the requisite 60% or more of the Disinterested Voting Interests in the Company; and

WHEREAS, due to the failure to satisfy the requirements of the Operating Agreement, the membership interest of Mr. Pouya Mohajer and Dr. Pej Bady were not expelled by the Disinterested Members of the Company under the Disinterested Consent and Mr. Mohajer and Dr. Bady currently are, and continue to be, Members of the Company pursuant to the terms of the Operating Agreement; and

WHEREAS, despite the invalidity of the Disinterested Consent, and with full knowledge thereof, Ms. Jennifer Goldstein directed an alleged representative of the Company to directly forward such Disinterested Consent to a representative of CW and mistakenly claim that the information therein was true and correct in an effort to jeopardize the transaction and the LOI duly approved by the Members of the Company; and

WHEREAS, taking into consideration the foregoing and all related continued detrimental actions taken by Ms. Goldstein (collectively, the "Goldstein Actions"), which were not in the best interest of the Company and contrary to the purpose of the Company, the undersigned Members, constituting more than the requisite sixty percent (60%) of the Disinterested Voting Interests in the Company pursuant to the terms of the Operating Agreement, deem it advisable and in the best interest and protection of the Company to expel Ms. Goldstein as a Member of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Goldstein Actions by Ms. Goldstein were not in the best interest of the Company and were taken in a manner that was contrary to the purpose of the Company; and

BE IT FURTHER RESOLVED, that Ms. Goldstein and all of Ms. Goldstein's interests in the Company are hereby expelled pursuant to Section 6.2 of the Operating Agreement; and

BE IT FURTHER RESOLVED, that in accordance with Section 6.2 of the Operating Agreement, Ms. Goldstein has no right to constitute a Member of the Company or participate in the management of the business and affairs of the Company as a Member or Manager effective immediately; and

BE IT FURTHER RESOLVED, that Dr. Pejman Bady, as the duly appointed President of the Company (the "Authorized Officer"), be and hereby is, solely authorized and directed to negotiate, enter into, deliver and perform any and all agreements, notes, instruments, applications, requests, certificates, notices, agreements, letters and other documents relating to the required redemption of all of Ms. Goldstein's now expunged interests in the Company in accordance with Section 6.2 of the Operating Agreement, including, without limitation, obtaining an appraiser on behalf of the Company as necessary; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other agreements, instruments and documents as the Authorized Officer, in his sole discretion, deems necessary or advisable, to cause the Company to duly perform its obligations under the Operating Agreement and the related agreements, instruments and documents that may be necessary or desirable, and to effect the foregoing resolutions and the transactions contemplated thereby.

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

BE IT FURTHER RESOLVED, that the Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as the Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that any and all actions, all arrangements, and the execution, delivery and filing of any financing statements, instruments and documents previously taken by the Authorized Officer of the Company in his capacity as the President or a manager of the Company, including, but not limited to, all actions set forth in the records of the Company, are hereby all authorized, approved, ratified and confirmed; and

BE IT FINALLY RESOLVED, that this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

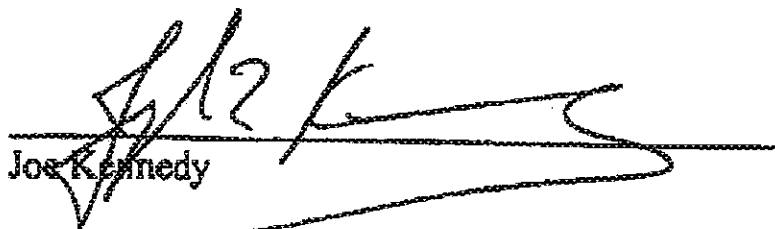
VOTING INTERESTS

Pejman Bady 46.5%

Shane Terry 21%

Pouya Mohajer 21%

Interested Member
Jennifer Goldstein None as Interested Member


Joe Kennedy 1%

John Penders 1.75%

Ryan Winmill 1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

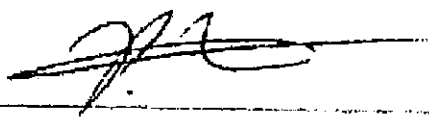
VOTING INTERESTS


Pejman Bady 11/24/15

46.5%

Shane Terry

21%


Pouya Mohajer 11/24/15

21%

Interested Member
Jennifer Goldstein

None as Interested Member

Joe Kennedy

1%

John Penders

1.75%

Ryan Winnill

1.75%

EXHIBIT 2-F

EXHIBIT 2-F

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING
OF THE MEMBERS OF
NUVEDA, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

The undersigned, representing more than sixty percent (60%) of the disinterested voting interests in NUVEDA, LLC, a Nevada limited liability company (the "Company"), hereby waive notice of meeting and consent to the following resolutions in lieu of a Special Meeting in accordance with Nevada law and the Operating Agreement of the Company dated July 9, 2014 (as amended, supplemented or modified, the "Operating Agreement") with the same effect as if those resolutions had been duly proposed and adopted at a Special Meeting of the Members of the Company duly called and held in accordance with applicable law:

WHEREAS, Section 4.3 of the Operating Agreement provides that: "No regular, annual, special or other meetings of Voting Members are required to be held" and further provides that: "Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with [Nevada law];" and

WHEREAS, Section 6.2 of the Operating Agreement provides that: "A Member's interest in the Company may be terminated or expelled upon agreement of the Disinterested Voting Members by a vote of 60% of more of Disinterested Voting Interests" and further provides that: "Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company;" and

WHEREAS, evidence and information has been evaluated and considered by the undersigned that Mr. Shane Terry has undertaken actions that have not been in the best interest of the Company and was contrary to the purpose of the Company, including, without limitation, unilaterally making decisions on behalf of, and binding, the Company without obtaining the required approval of the Members of the Company in accordance with the Operating Agreement; and

WHEREAS, in addition to the foregoing violations, the Members of the Company previously approved in accordance with the terms of the Operating Agreement a Letter of Intent with CWNevada, LLC, a Nevada limited liability company ("CW"), a company engaged in the Nevada medical marijuana business and which possesses a dispensary license and multiple cultivation and production licenses, for purposes of, inter alia: (i) CW acquiring a sixty five percent (65%) controlling interest of the licenses described therein (collectively, the "Licenses"), with the Company retaining a thirty five percent (35%) non-contributing interest in the cultivation facilities and a thirty five percent (35%) interest in the dispensaries; (ii) CW funding one hundred percent (100%) of all necessary tenant improvements, equipment and working capital and satisfying the current accounts payable of the Company (collectively, the "Capital"); and (iii) CW developing, managing, operating and promoting the facilities to maximize profits and the overall value and goodwill of the facilities (the "LOI"), pursuant to that certain Written Consent in Lieu of Special Meeting of the Members of NuVeda, LLC, a Nevada limited liability company dated November 23rd, 2015 (the "Consent"); and

WHEREAS, pursuant to the terms of the Consent, Dr. Pej Bady, duly appointed President of the Company, was authorized to execute the Consent and proceed with the necessary negotiations for consummating the transaction described in the LOI; and

WHEREAS, pursuant to the terms of the Consent and the authority granted therein, Dr. Pej Bady executed and delivered the LOI to CW; and

WHEREAS, pursuant to the terms of the Consent, Mr. Shane Terry was removed as Chief Executive Officer of the Company and was removed in every capacity as an agent of the Company; and

WHEREAS, the Consent was forwarded to Company counsel for circulation to the members of the Company, including, without limitation, Mr. Shane Terry, on November 23, 2015; and

WHEREAS, in blatant disregard of the actions taken by the Members of the Company pursuant to the Consent, Mr. Shane Terry: (i) continues to represent to third parties that he is an agent of the Company; and (ii) continues to engage in discussions and representations relating to the business of the Company; and

WHEREAS, Mr. Shane Terry executed an Action By Written Consent of the Disinterested Voting Members of NuVeda, LLC for the attempted expulsion of the membership interests of Mr. Pouya Mohajer and Dr. Pej Bady pursuant to the terms of the Operating Agreement (the "Disinterested Consent"); and

WHEREAS, pursuant to the terms of the Operating Agreement, the Disinterested Consent did not constitute a valid action taken by the Disinterested Members of the Company as such Disinterested Consent was not executed by the requisite 60% or more of the Disinterested Voting Interests in the Company; and

WHEREAS, due to the failure to satisfy the requirements of the Operating Agreement, the membership interest of Mr. Pouya Mohajer and Dr. Pej Bady were not expelled by the Disinterested Members of the Company under the Disinterested Consent and Mr. Mohajer and Dr. Bady currently are, and continue to be, Members of the Company pursuant to the terms of the Operating Agreement; and

WHEREAS, despite the invalidity of the Disinterested Consent, and with full knowledge thereof, Mr. Shane Terry directed an alleged representative of the Company to directly forward such Disinterested Consent to a representative of CW and mistakenly claim that the information therein was true and correct in an effort to jeopardize the transaction and the LOI duly approved by the Members of the Company; and

WHEREAS, taking into consideration the foregoing and all related continued detrimental actions taken by Mr. Terry (collectively, the "Terry Actions"), which were not in the best interest of the Company and contrary to the purpose of the Company, the undersigned Members, constituting more than the requisite sixty percent (60%) of the Disinterested Voting Interests in the Company pursuant to the terms of the Operating Agreement, deem it advisable and in the best interest and protection of the Company to expel Mr. Terry as a Member of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Terry Actions by Mr. Terry were not in the best interest of the Company and were taken in a manner that was contrary to the purpose of the Company; and

BE IT FURTHER RESOLVED, that Mr. Terry and all of Mr. Terry's interests in the Company are hereby expelled pursuant to Section 6.2 of the Operating Agreement; and

BE IT FURTHER RESOLVED, that in accordance with Section 6.2 of the Operating Agreement, Mr. Terry has no right to constitute a Member of the Company or participate in the

management of the business and affairs of the Company as a Member or Manager effective immediately; and

BE IT FURTHER RESOLVED, that Dr. Pejman Bady, as the duly appointed President of the Company (the "Authorized Officer"), be and hereby is, solely authorized and directed to negotiate, enter into, deliver and perform any and all agreements, notes, instruments, applications, requests, certificates, notices, agreements, letters and other documents relating to the required redemption of all of Mr. Terry's now expunged interests in the Company in accordance with Section 6.2 of the Operating Agreement, including, without limitation, obtaining an appraiser on behalf of the Company as necessary; and

BE IT FURTHER RESOLVED, that the Authorized Officer is hereby authorized to take such actions, including those necessary to obtain any necessary consents or approvals, to make such filings and to prepare, execute and deliver such other agreements, instruments and documents as the Authorized Officer, in his sole discretion, deems necessary or advisable, to cause the Company to duly perform its obligations under the Operating Agreement and the related agreements, instruments and documents that may be necessary or desirable, and to effect the foregoing resolutions and the transactions contemplated thereby.

GENERAL AUTHORIZING RESOLUTION AND RATIFICATION OF PREVIOUS ACTS

BE IT FURTHER RESOLVED, that the Authorized Officer be and hereby is, authorized and directed, for and on behalf of the Company, to take or cause to be taken any and all actions, to make all such arrangements, and to execute and deliver such other instruments and documents as the Authorized Officer may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and consummate the transactions contemplated herein, the taking of any such action being conclusive evidence of such determination, and any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that any and all actions, all arrangements, and the execution, delivery and filing of any financing statements, instruments and documents previously taken by the Authorized Officer of the Company in his capacity as the President or a manager of the Company, including, but not limited to, all actions set forth in the records of the Company, are hereby all authorized, approved, ratified and confirmed; and

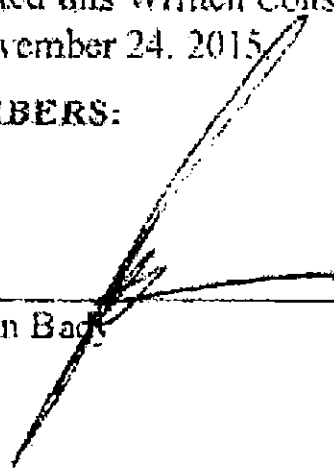
BE IT FINALLY RESOLVED, that this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

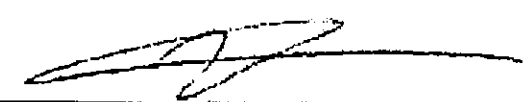
VOTING INTERESTS

 11/24/15
Pejman Badi

46.5%

Interested Member
Shane Terry

None as Interested Member

 11/29/15
Pouya Mehajer

21%

Jennifer Goldstein

7%

Joe Kennedy

1%

John Penders

1.75%

Ryan Wirmill

1.75%

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have executed this Written Consent in Lieu of Special Meeting of the Members of NUVEDA, LLC effective as of November 24, 2015.

MEMBERS:

VOTING INTERESTS

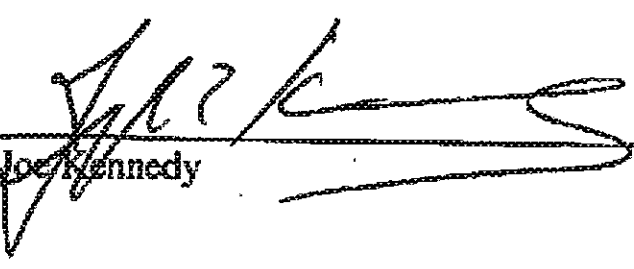
<u>Pejman Bady</u>	46.5%
<u>Interested Member</u> Shane Terry	None as Interested Member
<u>Pouya Mohajer</u>	21%
<u>Jennifer Goldstein</u>	7%
 <u>Joe Kennedy</u>	1%
<u>John Penders</u>	1.75%
<u>Ryan Winmill</u>	1.75%

EXHIBIT 2-G

EXHIBIT 2-G

**ACTION BY WRITTEN CONSENT OF
NUVEDA, LLC**

The undersigned, being members of NuVeda, LLC, a Nevada limited liability company organized and existing under the laws of the State of Nevada (the "Company"), do hereby take the following action by written consent.

REMOVAL OF OFFICERS

WHEREAS, Section 4.1 of the Operating Agreement provides that the Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company; and

WHEREAS, due to the current issues involving the Company and certain actions of officers causing such issues thereto, the Members deem it advisable and in the best interest of the Company to: (i) remove Pejman Bady as President of the Company and remove all authority relating thereto; and (ii) remove Pouya Mohajer as Chief Medical Officer of the Company and remove all authority relating thereto and each of them hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

NOW THEREFORE, it is RESOLVED, that Pejman Bady is hereby removed as President of the Company and is removed in every capacity as an agent of the Company and hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

FURTHER RESOLVED, that Pouya Mohajer is hereby removed as the Chief Medical Officer of the Company and is removed in every capacity as an agent of the Company and hereby has no authority or approval to act as an agent for the Company or bind the Company to any matter; and

REMOVAL OF RESOURCES FOR REMOVED OFFICERS

FURTHER RESOLVED, that Pejman Bady and Pouya Mohajer, having no role with the Company and no authority to bind, shall not have access to or the right to use the resources of the Company, shall be removed as signatories to any and all bank accounts held by or on behalf of the Company; and

ELECTION OF SHANE TERRY AS PRESIDENT

FURTHER RESOLVED, that the officer position of President shall be assigned to Shane Terry, who shall become as of the date hereof the Chief Executive Officer and President of the Company, and shall have all authority relating thereto and approval to act as an agent for the Company and bind the Company to any matter. The title of Chief Medical Officer shall remain vacant until such time as the Members may appoint a qualified person or persons, if any all, and as determined by the Members and in accordance with the terms of the Operating Agreement.

GENERAL AUTHORIZING RESOLUTION

FURTHER RESOLVED, that the members, officers and managers of the Company be, and hereby are, authorized and directed to execute and deliver, in the name and on behalf of the Company, any and all agreements, documents or instruments, and take such actions as may be necessary or advisable to effect the intent of the resolutions set forth above; and

FURTHER RESOLVED, that this Consent may be executed in counterparts and by electronic signature and fax, each of which shall be deemed an original all of which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the Members of NUVEDA, LLC, have caused these resolutions to be effective Monday, November 23, 2015.

MEMBERS

DocuSigned by: <i>Shane Terry</i> 512E2740F7CC4E9...	11/24/2015
Shane Terry	Date
DocuSigned by: <i>Jennifer Goldstein</i> EF77DE40522E4EC...	11/24/2015
Jennifer Goldstein	Date
DocuSigned by: <i>Ryan Winmill</i> 70216C6BBE1B41B...	11/25/2015
Ryan Winmill	Date
DocuSigned by: <i>John Penders</i> 4338689CB264421...	11/25/2015
John Penders	Date

EXHIBIT 3

EXHIBIT 3

NUVEDA LLC

Business Entity Information

Status:	Active	File Date:	04/14/2014
Type:	Domestic Limited-Liability Company	Entity Number:	E0197962014-0
Qualifying State:	NV	List of Officers Due:	04/30/2015
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20141258086	Business License Exp:	04/30/2015

Additional Information

Central Index Key	
-------------------	--

Registered Agent Information

Name:	SANDY KINDLER	Address 1:	2171 RIVER PLATE DR
Address 2:		City:	PAHRUMP
State:	NV	Zip Code:	89048
Phone:		Fax:	
Mailing Address 1:	PO BOX 6255	Mailing Address 2:	
Mailing City:	PAHRUMP	Mailing State:	NV
Mailing Zip Code:	89041		
Agent Type:	Commercial Registered Agent		

View all business entities under this registered agent ()

Officers

☐ Include Inactive Officers

Manager - PEJMAN BADI

Address 1:	PO BOX 6255	Address 2:	
City:	PAHRUMP	State:	NV
Zip Code:	89041	Country:	USA
Status:	Active	Email:	

Manager - JOSEPH KENNEDY

Address 1:	11115 KILKERRAN CT	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89141	Country:	USA
Status:	Active	Email:	

Manager - POLYA MOHAJER

Address 1:	9280 W SUNSET RD 412	Address 2:	
City:	PAHRUMP	State:	NV
Zip Code:	89148	Country:	USA
Status:	Active	Email:	

Manager - JOHN PENDERS

Address 1:	29 MARSHALL TERRACE	Address 2:	
City:	WAYLAND	State:	MA
Zip Code:	01778	Country:	USA
Status:	Active	Email:	

Manager - RYAN WINMILL

Address 1:	412 PRINCESS ST	Address 2:	
City:	ALEXANDRIA	State:	VA
Zip Code:	22314	Country:	USA
Status:	Active	Email:	

Actions/Amendments
Click here to view 11 actions/amendments associated with this company ()

Disclaimer ()

Entity Actions for "NUVEDA LLC"

Sort By: File Date

▼ Descending Ascending order Re-Sort

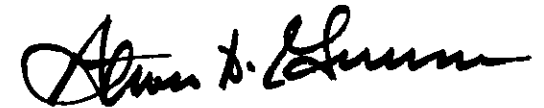
1 - 11 of 11 actions

Actions/Amendments			
Action Type:		Amended List	
Document Number:		20150520793-34	# of Pages: 2
File Date:		11/30/2015	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20150517910-91	# of Pages: 1
File Date:		11/25/2015	Effective Date:
(No notes for this action)			
Action Type:		Annual List	
Document Number:		20150213385-80	# of Pages: 2
File Date:		04/30/2015	Effective Date:
15-16			
Action Type:		Amended List	
Document Number:		20140793288-64	# of Pages: 2
File Date:		12/04/2014	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20140779829-19	# of Pages: 2
File Date:		11/25/2014	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20140600476-70	# of Pages: 2
File Date:		08/20/2014	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20140501771-58	# of Pages: 2
File Date:		07/11/2014	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20140500674-59	# of Pages: 2
File Date:		07/11/2014	Effective Date:
(No notes for this action)			
Action Type:		Amended List	
Document Number:		20140486419-49	# of Pages: 1
File Date:		07/03/2014	Effective Date:
(No notes for this action)			
Action Type:		Initial List	

Document Number:	20140273833-53	# of Pages:	1
File Date:	04/14/2014	Effective Date:	
(No notes for this action)			
Action Type:	Articles of Organization		
Document Number:	20140273832-42	# of Pages:	1
File Date:	04/14/2014	Effective Date:	
(No notes for this action)			

Return to Entity Details for "NUVEDA LLC"

New Search



CLERK OF THE COURT

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
Nevada Bar No. 12348
Email: dciciliano@gtg.legal
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Tel: (725) 777-3000/Fax: (725) 777-3112
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

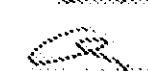
Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive;

Defendants.

Case No.: A-15-728510-B
Dept. No.: XXV

DEPARTMENT XXV
NOTICE OF HEARING
DATE 12/14/15 TIME at 1:30pm
APPROVED BY 

APPLICATION FOR ORDER SHORTENING TIME

Plaintiffs, Shane M. Terry ("Terry") and Jennifer Goldstein ("Goldstein," and together with Terry, the "Plaintiffs"), on their own behalf and derivatively on behalf of NuVeda, LLC ("NuVeda"), moves this Honorable Court to execute this Order Shortening Time to hold a hearing on Plaintiffs' Motion for Preliminary Injunction (on file herein) on or before December 15, 2015.

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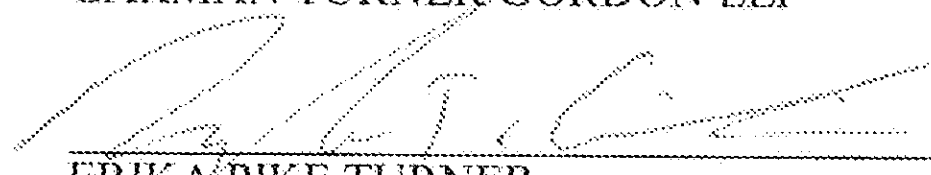
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DEC 10 2015

1 After reassignment of departments, the Motion for Preliminary Injunction was
2 rescheduled from December 10, 2015 to December 22, 2015. This Application for Order
3 Shortening Time is based upon the Declaration of Counsel below and the pleadings and papers
4 on file herein. For the reasons set out below, Plaintiffs respectfully request that the Motion for
5 Preliminary Injunction be heard on or before December 15, 2015.

6 Dated this 10th day of December, 2015

8 GARMAN TURNER GORDON LLP

9
10 
11 ERIKA PIKE TURNER

Nevada Bar No. 6454

Email: eturner@gtg.legal

12 DYLAN T. CICILIANO

Nevada Bar No. 12348

Email: dciciliano@gtg.legal

13 650 White Drive, Suite 100

14 Las Vegas, Nevada 89119

15 Tel: (725) 777-3000/Fax: (725) 777-3112

Attorneys for Plaintiffs

16 ...

17 ...

18 ...

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1 ORDER SHORTENING TIME

2 Good Cause Appearing Therefore,

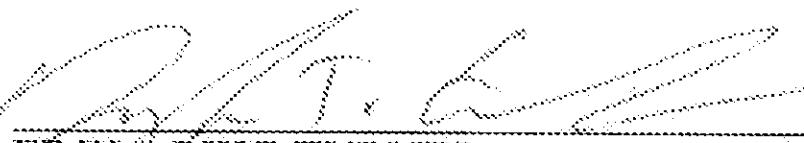
3 IT IS HEREBY ORDERED that the time for the ~~prove-up~~ hearing upon ~~Plaintiffs~~
4 Plaintiffs' Motion for Preliminary Injunction is hereby shortened to be heard on the 14th day of
5 December, 2015, at the hour of 1:30 p.m., or as soon thereafter as counsel may be heard.

6 IT IS HEREBY ORDERED this 10th day of December, 2015.

7
8 
DISTRICT COURT JUDGE

9 Prepared and submitted by:

10 GARMAN TURNER GORDON LLP

11 
12 ERIKA PIKE TURNER

Nevada Bar No. 6454

13 Email: eturner@gtg.legal

DYLAN T. CICILIANO

14 Nevada Bar No. 12348

15 Email: dciciliano@gtg.legal

650 White Drive, Suite 100

16 Las Vegas, Nevada 89119

Tel: (725) 777-3000/Fax: (725) 777-3112

17 Attorneys for Plaintiffs

18 DECLARATION OF DYLAN T. CICILIANO IN SUPPORT OF
19 ORDER SHORTENING TIME

20 I, Dylan T. Ciciliano, state that:

21 1. I am over the age of eighteen (18) years and competent to testify on the matters
22 set forth herein.

23 2. I am counsel for Plaintiffs in the above captioned action.

24 3. I have personal knowledge of the matters set forth herein and know them to be
25 true except for matters set forth herein on information and belief, and as to those matters, I
26 believe them to be true.

27 ...

28 ...

1 **A. Defendants have been served with the Complaint and Motion for Preliminary**
2 **Injunction.**

3 4. On December 4, 2015, the Court granted an application for Order Shortening
4 Time on Plaintiffs' Motion for Preliminary Injunction. The hearing was set for December 10,
5 2015 at 9:00 a.m.

6 5. On Friday, December 4, 2015, Plaintiffs delivered a copy of Plaintiffs' arbitration
7 demand to Vincent Aiello, Esq., Defendant Pejman Bady's ("Bady") known counsel. Aiello sent
8 Erika Pike Turner an email that same day stating that he could not accept service and that Bady
9 needed to be served personally. Peculiarly, Aiello then stated that he was available to discuss the
10 case on Bady's behalf.

11 6. Judge Allf also issued a minute order disclosing that the Court's spouse had an
12 interest in a medical marijuana licensee, but concluding that nothing would preclude the Court's
13 impartiality.

14 7. On Monday December 7, 2015, Ms. Turner and I had a phone conversation with
15 Mr. Aiello. During that conversation, Mr. Aiello stated that he had not been retained by any of
16 the Defendants, but that he had been in contact with Bady. He instructed us that he would not
17 accept service on behalf of the Defendants. We advised him that the Complaint and Motion for
18 Preliminary Injunction had been filed and that the Motion for Preliminary Injunction would be
19 heard on December 10, 2015. Furthermore, I informed him that in any case a process server
20 would be delivering a copy of the Complaint, Summons, and Motion for Preliminary Injunction
21 to his office.

22 8. Ms. Turner then inquired into whether Defendants had sold or were in the process
23 of selling "NuVeda" or its licenses. Mr. Aiello advised that he could not tell us the status of any
24 sale. It is unclear whether Mr. Aiello was unaware of a sale or simply could not disclose the sale
25 to us.

26 9. On December 9, 2015, Plaintiffs effectuated service on Pouya Mohajer
27 ("Mohajer"). Moreover, Defendants Bady and Mohajer reside in the same unit at Sky Towers.
28 Thus, upon information and belief, Mohajer had notice of the Motion for Preliminary Injunction

1 prior to formally being served.

2 10. On December 8, 2015, Kolesar & Leatham made an initial appearance on behalf
3 of Bady. Concurrent with that initial appearance, Bady filed a motion to recuse Judge Allf.

4 **B. If the Motion for Preliminary Injunction is not heard before December 15, 2015,**
5 **Plaintiffs face irreparable harm.**

6 11. After Judge Allf granted Bady's request for recusal, the Honorable Kathleen
7 Delaney was assigned to the matter. However, upon reassignment¹, Master Calendar rescheduled
8 the hearing on the Motion from Preliminary injunction from December 10, 2015 to December
9 22, 2015. By extending the hearing date, there is an unreasonable likelihood that Plaintiffs and
10 NuVeda will be irreparably harmed prior to the hearing of Plaintiffs' Motion for Preliminary
11 Injunction.

12 12. Upon information and belief, Defendants were scheduled to have a meeting with
13 potential buyers for December 9, 2015. Further, Defendants, after their expulsion, entered into a
14 Letter of Intent with a potential buyer, and Plaintiffs have been advised that they continue to
15 openly seek buyers and investors. There is a substantial threat that Defendants will waste or
16 dispose of NuVeda's valuable and irreplaceable assets if a preliminary injunction is not entered.

17 13. As stated in the Motion for Preliminary Injunction, Defendants have disregarded
18 their removal and purported to remove Plaintiffs from NuVeda, and have gone so far as to
19 unlawfully remove Plaintiffs as managers and officers from NuVeda's Nevada Secretary of
20 State's filings.

21 14. Moreover, NuVeda must make certain submissions to the State of Nevada on
22 December 15, 2015. The status quo must be restored prior to December 15, 2015, to prevent
23 irreparable harm.

24 ...


25 ...

26 ...

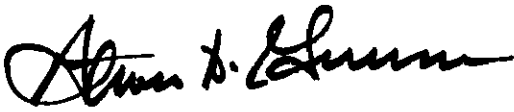
27 _____
28 ¹ The matter was initially reassigned to the Honorable Judge Denton but was further reassigned to Judge Delaney
after Plaintiffs' peremptory challenge.

1 15. As Defendants have already been served with the Motion for Preliminary
2 Injunction and because the Motion was to be heard on December 10, 2015, there is no prejudice
3 to Defendants from advancing the hearing from December 22, 2015, on or before December 15,
4 2015.

5 Executed this 10th day of December, 2015.



DYLAN T. CICILIANO


CLERK OF THE COURT

GARMAN TURNER GORDON LLP
ERIKA PIKE TURNER
Nevada Bar No. 6454
Email: eturner@gtg.legal
DYLAN T. CICILIANO
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Las Vegas, Nevada 89119
Tel: (725) 777-3000/Fax: (725) 777-3112
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

Plaintiffs,

vs.

PEJMAN BADI; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive;

Defendants.

Case No.: A-15-728510-B
Dept. No.: XXV

**NOTICE OF ENTRY OF ORDER
SHORTENING TIME AND NOTICE OF
HEARING**

Please take notice that an Application for an Order Shortening Time was filed on the 10th day of December, 2015, a copy of which is attached hereto.

Please also take notice that the hearing on said Motion has been set on shortened time and will be held on December 14, 2015, at the hour of 1:30 p.m. or as soon thereafter as counsel may be heard, in Department XXV in the above-referenced court.

Dated this 11th day of December, 2015.

GARMAN TURNER GORDON LLP

/s/ Dylan Ciciliano
ERIKA PIKE TURNER
Nevada Bar No. 6454
DYLAN T. CICILIANO
Nevada Bar No. 12348
Attorneys for Plaintiffs

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER SHORTENING**
3 **TIME AND NOTICE OF HEARING** was submitted electronically for filing and/or service
4 with the Eighth Judicial District Court on the 11th day of December, 2015. Electronic service of
5 the foregoing document shall be made in accordance with the E-Service List as follows:¹

6

Kolesar and Leatham		
Contact	Email	
Christi Colucci, Legal Assistant	ccolucci@klnevada.com	
Cindy Kishi, Legal Assistant	ckishi@klnevada.com	
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Eric Walther	ewalther@klnevada.com	
Kristina R. Cole	kcole@klnevada.com	
Matthew T. Dushoff	mdushoff@klnevada.com	
Vincent J. Aiello	vaiello@klnevada.com	

11

12 I further certify that I served a copy of this document by mailing a true and correct copy
13 thereof, postage prepaid, addressed to:

14 Pouya Mohajer
15 2700 Las Vegas Blvd, #2709
16 Las Vegas, Nevada 89109

Pouya Mohajer
Southern Nevada Pain Specialist
9280 W. Sunset Rd., #412
Las Vegas, Nevada 89145
Via Fax: 702-798-8841

18
19 **Via Fax: 702-798-8841**
20 Pouya Mohajer
21 Southern Nevada Pain Specialist
9280 W. Sunset Rd., #412
Las Vegas, Nevada 89148

/s/ Rebecca Post
Rebecca Post, an employee of
GARMAN TURNER GORDON LLP

22
23
24
25
26
27 ¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to
28 electronic service in accordance with NRCP 5(b)(2)(D).



CLERK OF THE COURT

GARMAN TURNER GORDON LLP
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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada limited liability
company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;


Plaintiffs,

vs.

PEJMAN BADY; POUYA MOHAJER; DOE
Individuals I-X and ROE Entities I-X, inclusive;

Defendants.

Case No.: A-15-728510-B
Dept. No.: XXV

DEPARTMENT XXV
NOTICE OF HEARING
DATE 12/14/15 TIME at 1:30pm
APPROVED BY 

APPLICATION FOR ORDER SHORTENING TIME

Plaintiffs, Shane M. Terry ("Terry") and Jennifer Goldstein ("Goldstein," and together with Terry, the "Plaintiffs"), on their own behalf and derivatively on behalf of NuVeda, LLC ("NuVeda"), moves this Honorable Court to execute this Order Shortening Time to hold a hearing on Plaintiffs' Motion for Preliminary Injunction (on file herein) on or before December 15, 2015.

...

...

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...

DEC 10 2015

1 After reassignment of departments, the Motion for Preliminary Injunction was
2 rescheduled from December 10, 2015 to December 22, 2015. This Application for Order
3 Shortening Time is based upon the Declaration of Counsel below and the pleadings and papers
4 on file herein. For the reasons set out below, Plaintiffs respectfully request that the Motion for
5 Preliminary Injunction be heard on or before December 15, 2015.

6 Dated this 10th day of December, 2015

8 GARMAN TURNER GORDON LLP

9
10 
ERIKA PIKE TURNER

Nevada Bar No. 6454

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Attorneys for Plaintiffs

16 ...

17 ...

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1 ORDER SHORTENING TIME

2 Good Cause Appearing Therefore,

3 IT IS HEREBY ORDERED that the time for the ~~prove-up~~ hearing upon ~~Plaintiffs~~
4 Plaintiffs' Motion for Preliminary Injunction is hereby shortened to be heard on the 14th day of
5 December, 2015, at the hour of 1:30 p.m., or as soon thereafter as counsel may be heard.

6 IT IS HEREBY ORDERED this 10th day of December, 2015.

7 
8 DISTRICT COURT JUDGE

9 Prepared and submitted by:

10 GARMAN TURNER GORDON LLP

11 
12 ERIKA PIKE TURNER

13 Nevada Bar No. 6454

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21 Attorneys for Plaintiffs

22 DECLARATION OF DYLAN T. CICILIANO IN SUPPORT OF
23 ORDER SHORTENING TIME

24 I, Dylan T. Ciciliano, state that:

25 1. I am over the age of eighteen (18) years and competent to testify on the matters
26 set forth herein.

27 2. I am counsel for Plaintiffs in the above captioned action.

28 3. I have personal knowledge of the matters set forth herein and know them to be
true except for matters set forth herein on information and belief, and as to those matters, I
believe them to be true.

...

...

1 **A. Defendants have been served with the Complaint and Motion for Preliminary**
2 **Injunction.**

3 4. On December 4, 2015, the Court granted an application for Order Shortening
4 Time on Plaintiffs' Motion for Preliminary Injunction. The hearing was set for December 10,
5 2015 at 9:00 a.m.

6 5. On Friday, December 4, 2015, Plaintiffs delivered a copy of Plaintiffs' arbitration
7 demand to Vincent Aiello, Esq., Defendant Pejman Bady's ("Bady") known counsel. Aiello sent
8 Erika Pike Turner an email that same day stating that he could not accept service and that Bady
9 needed to be served personally. Peculiarly, Aiello then stated that he was available to discuss the
10 case on Bady's behalf.

11 6. Judge Allf also issued a minute order disclosing that the Court's spouse had an
12 interest in a medical marijuana licensee, but concluding that nothing would preclude the Court's
13 impartiality.

14 7. On Monday December 7, 2015, Ms. Turner and I had a phone conversation with
15 Mr. Aiello. During that conversation, Mr. Aiello stated that he had not been retained by any of
16 the Defendants, but that he had been in contact with Bady. He instructed us that he would not
17 accept service on behalf of the Defendants. We advised him that the Complaint and Motion for
18 Preliminary Injunction had been filed and that the Motion for Preliminary Injunction would be
19 heard on December 10, 2015. Furthermore, I informed him that in any case a process server
20 would be delivering a copy of the Complaint, Summons, and Motion for Preliminary Injunction
21 to his office.

22 8. Ms. Turner then inquired into whether Defendants had sold or were in the process
23 of selling "NuVeda" or its licenses. Mr. Aiello advised that he could not tell us the status of any
24 sale. It is unclear whether Mr. Aiello was unaware of a sale or simply could not disclose the sale
25 to us.

26 9. On December 9, 2015, Plaintiffs effectuated service on Pouya Mohajer
27 ("Mohajer"). Moreover, Defendants Bady and Mohajer reside in the same unit at Sky Towers.
28 Thus, upon information and belief, Mohajer had notice of the Motion for Preliminary Injunction

1 prior to formally being served.

2 10. On December 8, 2015, Kolesar & Leatham made an initial appearance on behalf
3 of Bady. Concurrent with that initial appearance, Bady filed a motion to recuse Judge Allf.

4 **B. If the Motion for Preliminary Injunction is not heard before December 15, 2015,**
5 **Plaintiffs face irreparable harm.**

6 11. After Judge Allf granted Bady's request for recusal, the Honorable Kathleen
7 Delaney was assigned to the matter. However, upon reassignment¹, Master Calendar rescheduled
8 the hearing on the Motion from Preliminary injunction from December 10, 2015 to December
9 22, 2015. By extending the hearing date, there is an unreasonable likelihood that Plaintiffs and
10 NuVeda will be irreparably harmed prior to the hearing of Plaintiffs' Motion for Preliminary
11 Injunction.

12 12. Upon information and belief, Defendants were scheduled to have a meeting with
13 potential buyers for December 9, 2015. Further, Defendants, after their expulsion, entered into a
14 Letter of Intent with a potential buyer, and Plaintiffs have been advised that they continue to
15 openly seek buyers and investors. There is a substantial threat that Defendants will waste or
16 dispose of NuVeda's valuable and irreplaceable assets if a preliminary injunction is not entered.

17 13. As stated in the Motion for Preliminary Injunction, Defendants have disregarded
18 their removal and purported to remove Plaintiffs from NuVeda, and have gone so far as to
19 unlawfully remove Plaintiffs as managers and officers from NuVeda's Nevada Secretary of
20 State's filings.

21 14. Moreover, NuVeda must make certain submissions to the State of Nevada on
22 December 15, 2015. The status quo must be restored prior to December 15, 2015, to prevent
23 irreparable harm.

24 ...

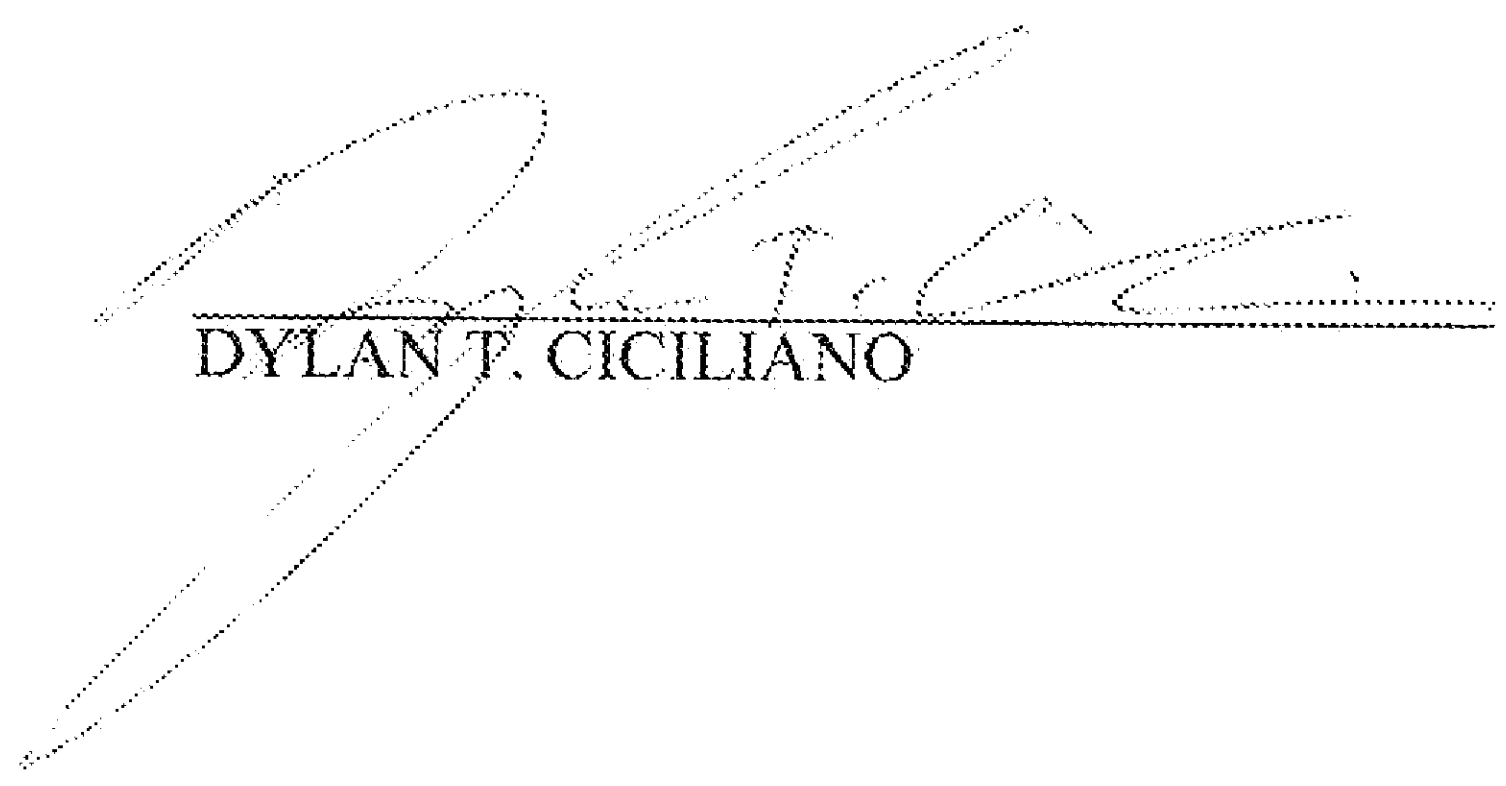
25 ...

26 ...

27 _____
28 ¹ The matter was initially reassigned to the Honorable Judge Denton but was further reassigned to Judge Delaney
after Plaintiffs' peremptory challenge.

1 15. As Defendants have already been served with the Motion for Preliminary
2 Injunction and because the Motion was to be heard on December 10, 2015, there is no prejudice
3 to Defendants from advancing the hearing from December 22, 2015, on or before December 15,
4 2015.

5 Executed this 10th day of December, 2015.


DYLAN T. CICILIANO

IN THE SUPREME COURT OF THE STATE OF NEVADA

NUVEDA, LLC, A NEVADA LIMITED LIABILITY COMPANY; SHANE M. TERRY, A NEVADA RESIDENT; AND JENNIFER M. GOLDSTEIN, A NEVADA RESIDENT, Appellants,
v.
PEIMAN BADY; AND POUYA MOHAJER, Appellees.

Electronically Filed
Jan 04 2017 11:26 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 69648
District Court Case No. A-15-728510-B, Department XI (Elizabeth Gonzales)

**JOINT APPENDIX
VOLUME 1**

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Appendix

Description	Volume	Doc #s
Amended Notice of Appeal	10	JA001792- JA001796
Application for Order Shortening Time	1	JA000137- JA000142
Complaint	1	JA000001- JA000041
Defendant's Exhibit 101 to Preliminary Injunction Hearing	9	JA001513- JA001541
Defendant's Exhibit 103 to Preliminary Injunction Hearing	9	JA001542- JA001544
Defendant's Exhibit 104 to Preliminary Injunction Hearing	9	JA001545- JA001550
Defendant's Exhibit 105 to Preliminary Injunction Hearing	9	JA001551- JA001552
Defendant's Exhibit 106 to Preliminary Injunction Hearing	9	JA001553- JA001556
Defendant's Exhibit 107 to Preliminary Injunction Hearing	9	JA001557- JA001559
Defendant's Exhibit 109 to Preliminary Injunction Hearing	9	JA001560- JA001564
Defendant's Exhibit 111 to Preliminary Injunction Hearing	9	JA001565- JA001569
Defendant's Exhibit 112 to Preliminary Injunction Hearing	9	JA001570- JA001574
Defendant's Exhibit 113 to Preliminary Injunction Hearing	9	JA001575- JA001577
Defendant's Exhibit 114 to Preliminary Injunction Hearing	9	JA001578- JA001582

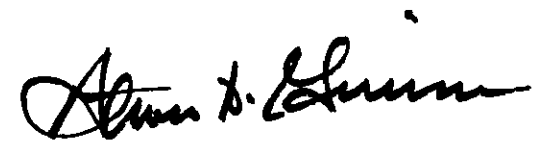
Description	Volume	Doc #s
Defendant's Exhibit 115 to Preliminary Injunction Hearing	9	JA001583-JA001589
Defendant's Exhibit 116 to Preliminary Injunction Hearing	9	JA001590-JA001593
Defendant's Exhibit 117 to Preliminary Injunction Hearing	9	JA001594-JA001599
Defendant's Exhibit 118 to Preliminary Injunction Hearing	9	JA001600-JA001605
Defendant's Exhibit 119 to Preliminary Injunction Hearing	9	JA001606-JA001609
Defendant's Exhibit 120 to Preliminary Injunction Hearing	9	JA001610-JA001613
Defendant's Exhibit 121 to Preliminary Injunction Hearing	9	JA001614-JA001634
Defendant's Exhibit 122 to Preliminary Injunction Hearing	10	JA001635-JA001686
Defendant's Exhibit 123 to Preliminary Injunction Hearing	10	JA001687-JA001735
Defendant's Exhibit 201 to Preliminary Injunction Hearing	10	JA001736-JA001739
Defendant's Exhibit 202 to Preliminary Injunction Hearing	10	JA001740
Defendant's Exhibit 203 to Preliminary Injunction Hearing	10	JA001741-JA001756
Defendant's Exhibit 204 to Preliminary Injunction Hearing	10	JA001757
Defendant's Exhibit 206 to Preliminary Injunction Hearing	10	JA001758-JA001763
Defendant's Exhibit 207A to Preliminary Injunction Hearing	10	JA001764-JA001765

Description	Volume	Doc #s
Defendant's Exhibit 208 to Preliminary Injunction Hearing	10	JA001766
Defendant's Exhibit 209 to Preliminary Injunction Hearing	10	JA001767- JA001769
Defendant's Exhibit 210 to Preliminary Injunction Hearing	10	JA001770- JA001774
Notice of Appeal	10	JA001775- JA001783
Notice of Entry of Findings of Fact and Conclusions of Law Denying Plaintiffs' Motion for Preliminary Injunction, Denying Defendant's Countermotion for Preliminary Injunction and Joinder, and Entering Provisional Remedy Pursuant to N.R.S. 38.222	10	JA001784- JA001791
Notice of Entry of Order Shortening Time and Notice of Hearing	1	JA000143- JA000150
Notice of Posting Bond	2	JA000316- JA000317
Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time and Countermotion for Preliminary Injunction	2	JA000151- JA000306
Plaintiff's Exhibit 01 to Preliminary Injunction Hearing	8	JA001185- JA001212
Plaintiff's Exhibit 02 to Preliminary Injunction Hearing	8	JA001213- JA001214
Plaintiff's Exhibit 03 to Preliminary Injunction Hearing	8	JA001215- JA001218
Plaintiff's Exhibit 04 to Preliminary Injunction Hearing	8	JA001219- JA001231
Plaintiff's Exhibit 05 to Preliminary Injunction Hearing	8	JA001232- JA001233

Description	Volume	Doc #s
Plaintiff's Exhibit 06 to Preliminary Injunction Hearing	8	JA001234-JA001236
Plaintiff's Exhibit 07 to Preliminary Injunction Hearing	8	JA001237-JA001241
Plaintiff's Exhibit 08 to Preliminary Injunction Hearing	8	JA001242-JA001251
Plaintiff's Exhibit 13 to Preliminary Injunction Hearing	8	JA001252-JA001255
Plaintiff's Exhibit 14 to Preliminary Injunction Hearing	8	JA001256-JA001261
Plaintiff's Exhibit 15 to Preliminary Injunction Hearing	8	JA001262-JA001267
Plaintiff's Exhibit 16 to Preliminary Injunction Hearing	8	JA001268-JA001279
Plaintiff's Exhibit 17 to Preliminary Injunction Hearing	8	JA001280-JA001283
Plaintiff's Exhibit 19 to Preliminary Injunction Hearing	8	JA001284-JA001286
Plaintiff's Exhibit 20 to Preliminary Injunction Hearing	8	JA001287-JA001301
Plaintiff's Exhibit 21 to Preliminary Injunction Hearing	8	JA001302-JA001305
Plaintiff's Exhibit 22 to Preliminary Injunction Hearing	8	JA001306-JA001346
Plaintiff's Exhibit 23 to Preliminary Injunction Hearing	8	JA001347-JA001355
Plaintiff's Exhibit 24 to Preliminary Injunction Hearing	8	JA001356-JA001406
Plaintiff's Exhibit 29 to Preliminary Injunction Hearing	9	JA001407-JA001445

Description	Volume	Doc #s
Plaintiff's Exhibit 30 to Preliminary Injunction Hearing	9	JA001446-JA001494
Plaintiff's Exhibit 31 to Preliminary Injunction Hearing	9	JA001495-JA001497
Plaintiff's Exhibit 32 to Preliminary Injunction Hearing	9	JA001498-JA001499
Plaintiff's Exhibit 33 to Preliminary Injunction Hearing	9	JA001500-JA001512
Plaintiff's Reply to Pejman Bady's Opposition to Plaintiffs' Motion for Preliminary Injunction and Opposition to Countermotion for Preliminary Injunction	3	JA000318-JA000454
Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time	1	JA000042-JA000136
Pouya Mohajer, MD's Joinder to Pejmon Bady's Countermotion for Preliminary Injunction	2	JA000307-JA000309
Pouya Mohajer, MD's Opposition to Plaintiffs' Motion for Preliminary Injunction and Application on Order Shortening Time	2	JA000310-JA000312
Pouya Mohajer's Supplemental Opposition to Plaintiffs' Motion for Preliminary Injunction	3	JA000455-JA000464
Second Amended Notice of Appeal	10	JA001797-JA001808
Temporary Restraining Order	2	JA000313-JA000315
Transcript of Proceedings Day 1	4	JA000465-JA000675
Transcript of Proceedings Day 2	5	JA000676-JA000896
Transcript of Proceedings Day 3	6	JA000897-JA000999

Description	Volume	Doc #s
Transcript of Proceedings Day 4	7	JA001000- JA001184



CLERK OF THE COURT

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12 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NUVEDA, LLC, a Nevada limited liability
11 company; SHANE M. TERRY, a Nevada
12 resident; and JENNIFER M. GOLDSTEIN, a
13 Nevada resident;

12 Plaintiffs,

14 vs.

15 PEJMAN BADY; POUYA MOHAJER; DOE
16 Individuals I-X and ROE Entities I-X, inclusive;

17 Defendants.

Case No.:
Dept. No.:

BUSINESS COURT REQUESTED

Exempt from Arbitration- Injunctive and
Declaratory Relief Requested

18 COMPLAINT

19 Plaintiffs, Shane M. Terry ("Terry") and Jennifer Goldstein ("Goldstein," and together
20 with Terry, the "Plaintiffs"), on their own behalf and derivatively on behalf of NuVeda, LLC, a
21 Nevada limited liability company ("NuVeda"), by and through their counsel, the law firm of
22 Garman Turner Gordon LLP, hereby seek an Order from the above-referenced Court pursuant to
23 Chapters 33 and 38 of the Nevada Revised Statutes, restraining wrongful conduct of Defendants
24 Pejman Bady ("Bady") and Pouya Mohajer ("Mohajer," and together with Bady, the
25 "Defendants") in violation of said Operating Agreement and applicable Nevada law.
26

27 ...

28 ...

I.

GENERAL ALLEGATIONS

A. Parties, Venue & Jurisdiction.

1. NuVeda is, and has been since its formation, a Nevada limited liability company. NuVeda's assets and principal place of business are located in Clark County, Nevada.

2. Since July 2014, NuVeda has been governed by an Operating Agreement, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference as if set forth at length.

3. The Operating Agreement is governed by and construed and interpreted in accordance with Nevada law.

4. Plaintiffs are, and during relevant times have been, Managers and Voting Members (as defined in Exh. 1, Sect. 2.2 and 2.5) of NuVeda. In addition to being Managers and Voting Members of NuVeda, Terry is, and has been during relevant times, the Chief Executive Officer and Goldstein is, and has been during relevant times, the General Counsel for NuVeda. Plaintiffs both reside in Clark County, Nevada.

5. Defendant Bady was an initial member in NuVeda. Upon information and belief, Bady resides and works in Clark County, Nevada.

6. Defendant Mohajer was an initial member in NuVeda. Upon information and belief, Mohajer resides and works in Clark County, Nevada.

7. Defendants' NuVeda Member interests were terminated on November 20, 2015 pursuant to Section 6.2 of the Operating Agreement. Defendants have disregarded their expulsion and still claim that they are Voting Members, Managers, and officers with authority to act on behalf of NuVeda.

8. Defendants designated herein as Does and Roe Entities are individuals and legal entities or associations that are necessary parties to resolution of the claims herein. The true identities, capacities and/or culpabilities of Does and Roe Entities are presently unknown to Plaintiffs and, therefore, Plaintiffs sue said Defendants by such fictitious names. Plaintiffs will amend this Complaint to assert the true names and capacities of such Doe and Roe Entities when

1 more information has been ascertained.

2 9. Venue and jurisdiction are proper in this Court pursuant to NRS 13.040.

3 10. Plaintiffs bring this action in their capacity as individuals as well as on behalf of
4 NuVeda.

5 11. Prior to bringing this action, Plaintiffs attempted for over a month to resolve their
6 disputes with Defendants at meetings. Most recently, Plaintiffs sought a meeting for December
7 3, 2015 to attempt to resolve the outstanding disputes. Defendants continually rebuff all attempts
8 to sit down and discuss the outstanding disputes, clearly motivated to delay any pointed
9 discussion regarding their activities.

10 12. Defendants have disregarded the provisions of Section 11.1 and 11.2 of the
11 Operating Agreement requiring the parties to attempt to resolve their disputes in a meeting
12 and/or mediation in the American Arbitration Association. Upon information and belief, Bady is
13 aware of Sections 11.1 and 11.2, but he and Mohajer are attempting to drive costs up in an
14 attempt to starve out Plaintiffs, as well as delaying resolution of the parties' disputes under the
15 terms of the Operating Agreement so that Defendants may move forward on selling interest in
16 NuVeda to another licensee without requisite involvement of Plaintiffs. By this wrongful action,
17 Bady and Mohajer, who regularly act in concert, waived the right to demand any meeting or
18 mediation under the Operating Agreement. Time is now of the essence, and Plaintiffs must take
19 immediate action to restore the status quo and prevent substantial and irreparable injury to the
20 NuVeda, and consequently to Plaintiffs' interests in NuVeda.

21 13. Plaintiffs are subject to an agreement to arbitrate their disputes with Defendants.
22 (Exh. 1, Sect. 11.3). This action is for the limited purpose provided under NRS 38.222 (i.e., to
23 enter an order for provisional remedies to protect the effectiveness of the arbitral proceeding to
24 the same extent and under the same conditions as if the controversy were the subject of a civil
25 action). In sum, Plaintiffs require emergency relief under NRS Chapters 33 and 38 to preserve
26 the status quo during the pendency of the arbitral proceeding.

27 **B. NuVeda Formation and Purpose.**

28 14. NuVeda was formed for any and all lawful purposes, including the specific

1 purposes of lawfully cultivating, processing and/or dispensing medical marijuana in the State of
2 Nevada.

3 15. NuVeda obtained valuable medical marijuana establishment registration
4 certificates to dispense medical marijuana in the cities of North Las Vegas and Las Vegas and
5 cultivate and process medical marijuana in the city of North Las Vegas and the city of Pahrump.
6 The dispensaries are to be located in the downtown areas of Las Vegas and North Las Vegas.

7 16. As NuVeda holds licenses that permit them to engage in all aspects of the medical
8 marijuana business, not just one aspect, there is interest from multiple possible investors in
9 acquiring an interest in NuVeda. Inclusive, at least one other certificate holder has indicated
10 interest in acquiring ownership in NuVeda, and by extension, NuVeda's valuable medical
11 marijuana certificates. Plaintiffs have been advised that Bady and Mohajer are attempting to sell
12 the assets of the NuVeda, or an interest in NuVeda, to the other certificate holders on terms that
13 are not favorable to NuVeday.

14 17. The medical marijuana business is highly regulated. It is important to Terry, a
15 former Commander in the United States Air Force, and Goldstein, an attorney, that NuVeda
16 comply with all applicable laws and responsibly conduct the NuVeda business with appropriate
17 transparency and professionalism. Plaintiffs voted to terminate Defendants' interest in NuVeda
18 as a result of their wrongful conduct that is in violation of the Operating Agreement, Bady and
19 Mohajer's obligations to NuVeda, and is otherwise inconsistent with these notions of
20 professionalism and transparency.

21 **C. Bady and Mohajer have acted in violation of the Operating Agreement.**

22 18. The Operating Agreement requires that the Voting Members, inclusive of
23 Plaintiffs, act collectively on substantive matters and pursuant to the vote of the majority. (Exh.
24 1, Sects. 2.4 and 4.2). The Operating Agreement further requires that there by a unanimous vote
25 of the Voting Members, inclusive of Plaintiffs, as a condition of the transfer or sale of any
26 membership interest in NuVeda to a third party. (Exh. 1, Sect. 6.3).

27 19. Upon information and belief, Bady, in concert with Mohajer, have engaged in
28 negotiations for the sale of the assets of NuVeda, and/or their interest in NuVeda, to other

1 medical marijuana licensees and third party investors, without timely or proper disclosure of
2 these actions to Plaintiffs. Upon further information and belief, Bady has represented to at least
3 one other licensee that there are no hurdles to obtaining all requisite authority to selling interest
4 in NuVeda, despite that Plaintiffs have not provided consent to a sale or transfer of NuVeda
5 membership interest. Plaintiffs believe that a sale is imminent.

6 20. Upon information and belief, subsequent to the termination of their membership
7 interests in NuVeda on November 20, 2015, Bady, in concert with Mohajer, filed an amended
8 list of NuVeda's managers with the Nevada Secretary of State, keeping themselves listed and
9 removing Plaintiffs from the list. This act is for the obvious purpose of corroborating the
10 misrepresentation that they have authority to act and bind NuVeda without Plaintiffs'
11 involvement and vote.

12 21. Furthermore, after the termination of Defendants' membership interests, on
13 November 23, 2015, Defendants purportedly held a meeting in which they claim to have
14 terminated Plaintiffs' as officers of NuVeda. The very next day, on November 25, 2015,
15 Defendants purportedly terminated Plaintiffs' membership interest, without any cited cause other
16 than Defendants' dispute of the termination of Defendants' interests. Upon information and
17 belief, Defendants have represented to interested parties that Plaintiffs are no longer members of
18 NuVeda.

19 22. Defendants have misrepresented to Plaintiffs the source of the funds contributed
20 to NuVeda. Defendants Bady and Mohajer apparently accepted funds from Majid Golpa in
21 exchange for a promise to provide 5.5% interest in NuVeda, despite that Defendants had no right
22 to make that promise without the unanimous approval of the Voting Members. Also upon
23 information and belief, Bady made a deal with Mohsen Bahri to provide Mohsen Bahri with a
24 4% interest in NuVeda, contrary to Plaintiffs' understanding of the financing. These deals were
25 undisclosed or misrepresented to Plaintiffs. Moreover, given the highly regulated nature of
26 medical marijuana establishments, the promised exchanges are prohibited and therefore void *ab*
27 *initio*. There are regulatory requirements to be met before any new ownership in NuVeda can be
28 granted to a third party (i.e., disclosure, fingerprinting, etc.).

1 23. Following discovery of the true nature of Defendants' wrongful side deals with
2 third parties, a dispute arose between Plaintiffs on one hand and Defendants on the other hand
3 regarding Defendants' clandestine and wrongful side deals, pursuant to which Defendants
4 attempted to allocate ownership interests to their friends, and the true source of Bady's capital
5 contribution, Golpa and Bahri. Defendants were not authorized to pledge to Golpa or Bahri a
6 5.5% or 4% interest in NuVeda, yet Bady still demanded that Members, including Plaintiffs,
7 agree to ratify his apparent promises to provide such interest to Golpa and Bahri.

8 24. On or about November 1, 2015, a monthly payment was due to Bahri on a
9 \$500,000 note. Bady, long-time personal friends with Bahri, instructed Plaintiffs in writing to not
10 pay the monthly payment and stated that he "would take care of it." On November 11, 2015,
11 Bahri sent demand for the November 1, 2015 payment. Bady then admitted that he did not make
12 the monthly payment but that Bady and Bahri had agreed to extend the monthly payment to
13 November 15, 2015. Bady's non-payment of the loan and subsequent negotiations were done
14 without Plaintiffs' knowledge. Bahri has presented a lawsuit against Terry and Goldstein,
15 individually, falsely alleging that they are somehow liable for his investment through Bady.
16 Upon information and belief, Bady and Bahri are now acting in concert to allege that Plaintiffs
17 are individually liable for the \$500,000 note; as neither NuVeda nor Bady, who single-handedly
18 communicated with Bahri and who negotiated all of the terms of the clandestine deal with his
19 friend Bahri, are named as defendants. On information and belief, Bady and Bahri are acting in
20 concert with threats to file frivolous and factually unfounded lawsuits against Terry and
21 Goldstein for Bady's strategic gain.

22 25. When NuVeda's tax advisor was preparing the company's K-1s, Bady asked
23 Terry to allocate his losses to him to offset Bady's income, but Terry refused. Terry explained to
24 Bady that loss-shifting on tax returns was wrongful. Despite the clear directive in the Operating
25 Agreement mandating that losses "shall be allocated among the Members in proportion to their
26 Percentage Ownership Interests," and the previous objection by Terry, Defendants nonetheless
27 agreed to allocate Mohajer's losses to Bady without disclosure to Plaintiffs. Upon information
28 and belief, amended K-1s were issued to the Members of NuVeda to reflect loss-shifting to Bady

1 in violation of the terms of the Operating Agreement. (Exh. 1, Sect. 5.1).

2 26. When Plaintiffs made demands for the original K-1s and other financial
3 documents for NuVeda, they were denied the records in violation of their right to review the
4 business records of NuVeda pursuant to Section 7.2 of the Operating Agreement.

5 27. Upon information and belief, Bady has conducted in self-dealing without
6 disclosing his conflicts to the other Members. For instance, it was discovered after the fact that
7 Bady had an undisclosed 50% interest in 2 Prime, LLC, Gulpa's entity who entered into a
8 financing agreement with NuVeda with favorable terms to 2 Prime, LLC.

9 28. On information and belief, Bady and Joseph Kennedy (a member in NuVeda,
10 albeit not vested) together formed a company, 2113 Investors, LLC, for the sole purpose of
11 purchasing a property that was in escrow and under contract with NuVeda's wholly owned
12 subsidiary as the Buyer. According to 2113 Investors, LLC's Operating Agreement, Bady held a
13 79.8% interest in 2113 Investors, LLC and was its managing member. On information and belief,
14 Bady later amended 2113 Investors, LLC's corporate documents to conceal his involvement.

15 29. NuVeda had successfully bid on a property being auctioned by the North Las
16 Vegas Redevelopment Agency for a dispensary property. Immediately prior to escrow closing,
17 2113 Investors, LLC without notice or consent from Plaintiffs, purchased the property in its own
18 name. Mohajer, although not a member of 2113 Investors, LLC knew of the scheme and, again
19 without the knowledge or consent of Plaintiffs, executed the paperwork wrongfully transferring
20 the escrow documents from NuVeda to 2113 Investors, LLC.

21 30. Bady then negotiated a lease on behalf of NuVeda with 2113 Investors, LLC
22 without disclosing his 79.8% ownership interest in 2113 Investors, LLC. Bady's negotiation of a
23 lease with a pecuniary benefit on the other side of the transaction was wrongful, particularly
24 when such interest was undisclosed.

25 31. NuVeda also executed a lease with Ralph McKnight for a cultivation facility in
26 Pahrump, Nevada. Bady had a testamentary interest in the property leased by McKnight. After
27 executing the lease, Bady unilaterally, without the knowledge or consent of Plaintiffs, reopened
28 negotiations, using Bady's personal attorney rather than Goldstein, the General Counsel. The

1 second lease only further benefitted McKnight, and ultimately Bady who would inherit the
2 property in the future.

3 32. Defendants have further disregarded votes of the Voting Members in neglect of
4 notions of good corporate governance and to their own personal benefit.

5 33. Upon information and belief, potential investors have declined to invest in
6 NuVeda as a result of the above-described self-dealing and failure to disclose essential facts to
7 transactions.

8 34. As a result, on or about December 3, 2015, Plaintiffs instituted arbitration
9 proceedings with the American Arbitration Association, pursuant to section 11.2 of the
10 Operating Agreement.

11 II.

12 FIRST CLAIM FOR RELIEF

13 (INJUNCTIVE RELIEF)

14 35. Plaintiffs repeat and re-allege each and every allegation contained in the
15 preceding paragraphs of this Complaint as though fully set forth herein.

16 36. NRS Chapter 33.010 and NRS Chapter 38.222 provide that Plaintiffs may obtain
17 provisional remedies from the District Court before an arbitrator is appointed and is authorized
18 and able to act, upon motion of a party to an arbitral proceeding and for good cause shown, in
19 order to protect the effectiveness of the arbitral proceeding.

20 37. Plaintiffs currently possess causes of action against Defendants, including but not
21 limited to breach of the Operating Agreement, breach of the implied covenant of good faith and
22 fair dealing, fraudulent misrepresentation, constructive fraud, negligent misrepresentation,
23 fraudulent concealment, conspiracy, negligence, unfair business practices, tortious interference
24 with prospective economic advantage, tortious interference with contractual relations, breach of
25 fiduciary duty, constructive trust, and accounting, refusal to cooperate with reasonable requests
26 for inspection, misappropriation, usurpation, and derivative claims on behalf of NuVeda to
27 include, inter alia, breach of fiduciary duty, gross mismanagement, waste of corporate assets, and
28 unjust enrichment based on the following inexhaustive facts:

- 1 a. Defendants' membership interests were lawfully terminated under Section
2 6.2 of the Operating Agreement. Defendants have disregarded the
3 expulsion and continue to falsely represent to third parties that they have
4 authority to act and have in fact acted on behalf of NuVeda.
- 5 b. Bady, acting in concert with Mohajer, has amended the list of Managers
6 with the Nevada Secretary of State so that it appears that they are still
7 Managers and Plaintiffs have been removed from the list. Plaintiffs are
8 Managing Members of NuVeda and the list with the Secretary of State
9 should so reflect.
- 10 c. Defendants unlawfully purported to terminate Plaintiffs' membership
11 interest in NuVeda and have subsequently represented to the State and
12 other third-parties that Plaintiffs have no interest in NuVeda.
- 13 d. Bady, acting in concert with Mohajer, are engaging in negotiations to
14 transfer the assets of and/or sell interest in NuVeda to a third party without
15 proper disclosure to Plaintiffs and without regard to the expulsion vote on
16 November 20, 2015, the Operating Agreement requirements to obtain the
17 unanimous vote of all Voting Members to sell membership interest in
18 NuVeda and to provide a first right of approval of any sale terms to all of
19 the Voting Members.
- 20 e. Defendants have breached and threaten to continue to breach the
21 Operating Agreement by attempting to sell NuVeda interests in violation
22 of the Operating Agreement, as well as other above-described wrongful
23 conduct that interferes with NuVeda's interest in obtaining investments
24 necessary to move operations forward consistent with notions of
25 professionalism and transparency important to the purpose of NuVeda's
26 business as a medical marijuana licensee in the State of Nevada.
- 27 f. Bady, in concert with Mohajer, have engaged in pervasive self-dealing in
28 breach of their fiduciary duties to NuVeda.

1 g. Bady has further failed to meet his duties as a fiduciary to NuVeda,
2 including *inter alia*, his failure to make payments when due and owing,
3 despite representations to the contrary.

4 38. Plaintiffs are likely to succeed on each of the aforementioned causes of action,
5 including obtaining a declaration that Defendants' membership interests in NuVeda were
6 terminated and/or that NuVeda's membership interests cannot be sold, transferred or disposed of
7 absent Plaintiffs' consent.

8 39. Medical marijuana establishment registration certificates and their owners'
9 registration cards are strictly regulated under NRS 453A and NAC 453A. Applicable law
10 provides that the number of registration certificates are limited in number and geographic
11 distribution. NuVeda's location and registration certificates are therefore unique assets that
12 cannot be replaced or monetarily compensated.

13 40. In absence of an injunction, Defendants will act to sell, transfer, or otherwise
14 dispose of membership interests in NuVeda, including Plaintiffs. NuVeda's Operating
15 Agreement provides that all members must consent to any sale, transfer, or disposition and must
16 have the right to purchase the interests. Defendants currently have no membership interest in
17 NuVeda and therefore any sale, transfer, or disposition would necessarily be of membership
18 interests belonging to other Members. Likewise, any sale, transfer or disposition of membership
19 interest absent Plaintiffs' consent would deprive Plaintiffs of their right to purchase any sold,
20 transferred or disposed of membership interest, as well as their right to veto any sale, transfer, or
21 disposition. These rights cannot be compensated and therefore the resulting harm is irreparable.

22 41. In absence of an injunction, Defendants will undoubtedly continue to interfere
23 with NuVeda's operation, including taking actions to remove Plaintiffs from NuVeda's corporate
24 records with the Nevada Secretary of State and to subvert Plaintiffs' efforts to operate NuVeda.
25 These actions will delay NuVeda's operations. NuVeda's medical marijuana establishment
26 certificate requires that NuVeda begin operations by May of 2016. Under NAC 453A.324,
27 NuVeda's failure to operate would result in the revocation of its medical marijuana
28 establishment certificate. Any such revocation would result in irreparable harm to Plaintiffs.

1 42. Necessary potential investors are refusing to invest unless and until there is a
2 court order declaring that Defendants are no longer Members of the Company and the
3 membership of the Company is clarified.

4 43. Therefore, Plaintiffs are entitled to an injunction enjoining Defendants from
5 altering the status quo.

6 44. Plaintiffs are entitled to an award of attorneys' fees and costs incurred in order to
7 file this lawsuit and obtain its requested relief.

8 PRAYER FOR RELIEF

9 WHEREFORE, Plaintiffs pray for the following relief:

10 1. For issuance of a preliminary and permanent injunction, maintaining the status
11 quo pending final resolution of the parties' disputes in an arbitral proceeding.

12 2. For an award of reasonable attorneys' fees and costs as special damages, under
13 the Operating Agreement, and otherwise under Nevada law; and

14 3. For any further relief as the Court deems to be just and proper.

15 Dated this 3rd day of December, 2015.

16 GARMAN TURNER GORDON

17 

18 By ERIKA PIKE TURNER
19 Nevada Bar No. 6454
20 DYLAN T. CICILIANO
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22 650 White Drive, Suite 100
23 Las Vegas, Nevada 89119
24 Tel: (725) 777-3000
25 Attorneys for Plaintiffs
26
27
28

EXHIBIT 1

EXHIBIT 1

NuVeda, LLC

Operating Agreement

July 9, 2014

Operating Agreement For NuVeda, LLC

A Nevada Limited Liability Company

This Operating Agreement (the "Agreement") is made effective as of July 9, 2014 (the "Effective Date"), by and among and those persons identified in Exhibit A (collectively, the "Members").

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I

ORGANIZATION

1.1 Formation and Qualification. The Members have formed NuVeda, LLC ("NUVEDA"), a limited liability company (the "Company") under the Nevada Limited Liability Company Act (currently Chapter 86 of the Nevada Restated Statutes) (the "Act") by filing Articles of Organization with the Nevada Secretary of State.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada, including the Nevada Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Nevada's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be "NUVEDA, LLC." The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Voting Members deem appropriate or advisable. The Voting Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the voting Members consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Nevada as the Voting Members may determine. The Company shall continuously maintain a registered agent in the State of Nevada as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Voting Members.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the following activities:

The research, design, creation, management, licensing, advising and consulting regarding the legal medical marijuana industry, as such matters shall be lawfully allowed under applicable state laws. Such purpose shall be broadly read to include providing management or other professional services to any individual, group or entity that is lawfully licensed, or seeking to become lawfully licensed, under any state statutory scheme providing for the legal cultivation, processing or dispensing of medical marijuana.

ARTICLE II

MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all of the Voting Capital accounts. The Company may decide to issue Class B Nonvoting Capital (the "Nonvoting Capital") to Members who have no voting rights, but have an Ownership Interest, as defined below.

Section 2.3 Ownership Interests. A Member's Ownership Interest ("Ownership Interest") shall be the equity holding a Member has in the Company, which shall determine the Member's rights to profits and other payouts and, where applicable, debts and obligations to or on behalf of the Company. The "Percentage Ownership Interest" of a Voting Member shall be the percentage that is derived when the Member's Ownership Interest is divided by the total of all of the Ownership Interests of all Members. The Members shall have the initial Ownership and Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein if any.

Section 2.4 Management by Voting Members. The Voting Members shall manage the Company and shall have the right to vote, in their capacity as Managers, upon all matters upon which Managers have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interests in the Company. Voting Members need not identify whether they are acting in their capacity as Members or Managers when they act.

The Nonvoting Members shall have no right to vote or otherwise participate in the management of the Company. No Nonvoting Member shall, without the prior written consent of all of the Voting Members, take any action on behalf of, or in the name of, the Company, or enter into any contract, agreement, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

Section 2.5 Voting. Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act collectively, and, unless otherwise specified or permitted by this Agreement, upon the majority vote of the Voting Members which members establish a quorum as defined in section 4.6 of this Agreement. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

Unless the context requires otherwise, in this Agreement, the terms "Member" or "Members," without the qualifiers "Voting" or "Nonvoting," refer to the Voting and Nonvoting Members collectively; and the terms "Manager" or "Managers" refers to the Voting Members.

Section 2.6 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities

of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.7 New Members. The Voting Members may issue additional Voting Capital, or reallocate the Ownership Interests among the Members, and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his or her required capital contribution, if any; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

Section 2.8 Vesting Schedule. The Voting and Ownership Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Voting and Ownership Interests as set forth in Exhibit A. The Voting and Ownership Interests of Penders and Winmill are stated as a total possible, and are each subject to vesting upon the successful conclusion of each full calendar from the date hereof year as follows: Penders and Winmill shall each immediately vest in one-quarter of a percent (.25%) upon execution of this Operating Agreement. Subject to Penders and Winmill's continued provision of services in a manner satisfactory to the reasonable professional standards of a majority of the Voting Members, each shall vest in Voting and Ownership Interests at the rate of point one eight seven five of a percent (.1875%) at the conclusion of the first full calendar year, and an additional point four three seven five of a percent (.4375%) per annum for the following three (3) years. Such vesting shall be subject to the terms of the Vesting and Acceleration Agreement. Prior to them becoming vested, all Winmill and Penders unvested Voting and Ownership Interests percentages shall be allocated evenly between Pouya Mohajer and Shane Terry, assuming their continued Membership with the Company, otherwise allocated among all Voting Members in proportion to each Member's Voting and Ownership Interest percentage, to ensure a total of 100% of the Voting and Ownership Interests are allocated at all times ("Allocated Unvested Shares"). As Penders and Winmill vest in the Allocated Unvested Shares, they shall immediately and automatically be reallocated to Penders and Winmill.

With regard to any Ownership Interests granted by the Company after the execution of this Operating Agreement, such Ownership Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted from the Ownership Interest of Pej Bady until such time Bady's Ownership Interest has been reduced to thirty-eight percent (38%). In the event any further or more Ownership Interests are granted by the Company, such Ownership Interests shall be sourced by taking a proportional share of the dilutable Ownership Interests of the Members. All Members whose Ownership Interests are dilutable shall have their Ownership Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Ownership Interests. Ownership Interests designated as nondilutable will not decrease.

With regard to any Voting Interests granted by the Company after the execution of this Operating Agreement, such Voting Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Voting Interests of Pouya Mohajer and Shane

Terry until such time Mohajer and Terry's respective Ownership Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Ownership Interests relative to all other dilutable Members' Voting Interests. Voting Interests designated as nondilutable will not decrease.

Section 2.9 Anti-Dilution. Certain of the Members' Ownership Interests will be denoted as being non-dilutable. In the event the Company issues additional Ownership Interests, or reallocates Ownership Interests among the Members (either, a "Dilutive Transaction"), the Non-dilutable Ownership Interests shall remain constant as a percentage of the total outstanding Ownership Interests before and after the Dilutive Transaction.

ARTICLE III CAPITAL ACCOUNTS

3.1 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, approved invoices, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A, or shall be made as such within 30 days of the Effective Date.

3.2 Additional Contributions. If, at any time or times hereafter, the Voting Members

shall determine that additional capital is required by the Company, the Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required and whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

3.3 Withdrawal and Return of Capital. No Member may withdraw any portion of the capital of the Company, and no Member shall be entitled to the return of any contribution to the capital except upon majority vote of the Voting Members. The return of Capital Contributions shall have priority over any distributions to the members and shall be made within the sole discretion of a majority of the Voting Members.

3.4 Interest on Capital Contributions. Interest on all Capital Contributions made by the Voting Members shall accrue at a rate of 8% from the date of the contribution until fully paid. This shall apply to all contributions made by the Voting Members regardless of the timing of the Capital Contribution. Specifically it is understood that significant sums have been paid or will be paid by the Voting Members in order to effectuate the goals and purposes of the Company. All said contributions shall be repaid in full with interest, as provided for herein, in accordance with the provisions of Section 3.3.

ARTICLE IV MANNER OF ACTING

4.1 Officers and Agents of the Company. The Voting Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Voting Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Voting Members deem appropriate.

The Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Voting Members. The Voting Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Voting Members.

Any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with this Agreement, shall constitute the act of and serve to bind the

Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Authority to Bind the Company. Notwithstanding the foregoing, no Member without a majority vote consisting of 60% of the Voting Members' interest in the Company, shall have the authority to engage in the following transactions:

- (a) Borrowing money in the Company's name;
- (b) Transferring, settling or releasing any claim of the Company, except upon payment in full;
- (c) Mortgaging any of the Company's property, or pledging any property of the Company as security for any loan;
- (d) Selling or leasing any of the Company's property other than in the ordinary course of business;
- (e) Knowingly causing anything to be done whereby any of the Company's property may be subjected to seizure, attachment or forfeiture or the Company's ownership or possession of any such property may be put at risk;
- (f) The sale, exchange or other disposition of all, or substantially all, of the Company's assets occurring as part of a single transaction or plan, or in multiple transactions over a six month period, except in the orderly liquidation and winding up of the business of the Company upon its duly authorized dissolution;
- (g) The merger of the Company with another partnership, corporation, limited liability company or other entity; and
- (h) Agreeing to or executing any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount greater than One Thousand Dollars (\$1,000.00). Notwithstanding the foregoing, the Chief Executive Officer can agree to or execute any check, draft or other evidence of indebtedness of the Company, obligating the Company to pay in the aggregate an amount more than Ten Thousand Dollars (\$10,000.00).

4.3 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.4 Notice of Meetings. In the event that a meeting of the Voting Members is called,

written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than sixty business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.5 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.6 Quorum. Members holding at least 66% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.7 Voting. If a quorum is present, a majority vote of the Voting Members so represented shall be the act of the Members or Managers, unless the vote of a lesser or greater proportion or number is otherwise required by the Act, by the Certificate or by this Agreement.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Subject to applicable law and any limitations elsewhere in this Agreement, Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Voting Members deem these actions to be appropriate.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement below, the Voting Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement, all distributions shall be made as follows:

Distributions:

- * Eighty percent (80%) of each distribution will be allocated among all of the Members, as follows (the "Distribution Interests"):

Pejman Bady	38%
Pouya Mohajer	25.25%
Shane Terry	25.25%
Jennifer Goldstein	7%
Joseph Kennedy	1*%
John Penders	1.75%
Ryan Winmill	1.75%

and

- * Twenty percent (20%) of each distribution shall be allocated to satisfy any contractual obligations owed by the Company to consultants, vendors, advisors or others with whom the Company has an appropriate written agreement providing for such distributions ("Distributions Partners"); in the event less than 20% of the Distribution has been allocated to Distributions Partners, the unallocated percentage shall be allocated to the Members in proportion to their Percentage Distribution Interests.

Except as otherwise provided in this Agreement, the decision as to whether to make distributions shall be within the sole discretion of the Voting Members.

With regard to any Distribution Interests granted by the Company after the execution of this Operating Agreement, such Distribution Interests shall be reallocated from existing Members as follows: all such interests shall be subtracted in equal parts from the Distribution Interests of Pouya Mohajer and Shane Terry until such time Mohajer and Terry's respective Distribution Interests have been reduced to nineteen percent (19%). In the event any further or more Voting Interests are granted by the Company, such Voting Interests shall be sourced by taking a proportional share of the dilutable Voting Interests of the Members. All Members whose Voting Interests are dilutable shall have their Voting Interest percentages reduced in proportion to their Distribution Interests relative to all other dilutable Members' Voting Interests. Distribution Interests designated as nondilutable will not decrease.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Voting Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

Vesting Schedule. The Distribution Interests of Joseph Kennedy shall become fully vested upon his provision of credit of three million dollars (\$3,000,000.00) or more on terms satisfactory to the Company. Once such terms are agreed to, Kennedy shall immediately and automatically vest in his entire Distribution Interests as set forth in Exhibit A.

5.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to

accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.4 Non-Compete Agreement. The Members agree that they will not at any time within one (1) year from the earlier of (1) the termination of the Member's Voting Interests for any reason or (2) the termination of this Agreement: directly or indirectly engage in or prepare to engage in, or to have any ownership interest in any business, venture or entity that engages in, or is preparing to engage in, business or activities that directly compete with the services provided by the Company, unless the Member is already engaged in such business or venture at the time this Agreement is entered into, unless such matter is agreed upon in writing by a majority of the disinterested Voting Members. Subject to the foregoing, the departing Member shall only be precluded from competing in any county in which any of the following have occurred: (1) the Company has an in process or pending application; (2) the Company has received licenses to operate any medical marijuana facility; and (3) the Company sells or delivers marijuana and marijuana products (each, a "Competing County"). For purposes of this provision, any county in which the Company's only sale or delivery was related exclusively to Auntie Dolores products shall not be deemed a Competing County unless another provision hereof applies. The other Members may override this provision is by an agreement in writing executed by a majority of the disinterested Voting Members.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. For a period of two (2) years after the Articles of Organization for the Company are filed ("the filing"), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members. During the third year after the filing, a Member may voluntarily resign his membership, but such Member shall be entitled to receive from the Company only the book value of his Ownership Interest, adjusted for profits and losses to the date of resignation, unless otherwise agreed by written consent of all of the other Voting Members. Subsequent to the third year after filing, a Member may voluntarily resign his membership and shall be entitled to receive from the Company the fair market value of his Ownership Interest, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous agreement of all of the Voting Members, including the resigning Member. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The other Voting Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member's Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment

being due sixty (60) days after the Member's resignation.

6.2 Expulsion or Death of a Member. A Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests. Expulsion may only be made by a majority vote of 60% or more of the Disinterested Voting Interests that the expelled member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the Company. For purposes of this provision, the "Disinterested Voting Members" shall be those Members who's membership in the Company is not then being voted upon, and "Disinterested Voting Interests" shall be the total percentage of the Ownership Interests held by the Disinterested Voting Members. By means of example only, if the Members sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting Members would be all Members other than Member A, and the vote would require 60% of the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest a meeting of the Voting Members must be held in accordance with the provisions of Section 4.3.

Upon the expulsion or death of a Member, the Member's successor-in-interest, estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the former Member's Ownership Interest, the fair market value of that Member's Ownership Interest, adjusted for profits and losses to the date of the expulsion or death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the former Member or the former Member's successor-in-interest, estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the expelled or deceased Member's successor-in-interest, estate or beneficiary or beneficiaries, within thirty (30) days after the Member's expulsion or death, to purchase the former Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's expulsion or date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the former Member's successor-in-interest, estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the former Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

6.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Voting Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the other Voting Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than twenty-five (25) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Voting Members, each of whom shall then have a period of twenty-five (25) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all but not less than all of the Offered Interest. If two (2) or more Voting Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Voting Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Voting Interests. If the other Voting Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date").

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Membership Interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease

and terminate.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member resulting in an encumbrance or transfer of the Member's Membership Interest, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Voting Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed; copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on

which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Nevada Secretary of State.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII

DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: the entry of a decree of judicial dissolution pursuant to

the Act; the majority approval of the Voting Members; or any other event causing a dissolution of a Limited Liability Company under the laws of the State of Nevada.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Voting Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Voting Members shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. All noncash contributions to the Capital Accounts shall be returned to the Member who made such contribution upon dissolution of the Company, to the extent such noncash assets exist and may be legally returned to the contributing Member. Any remaining noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Voting Members, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their Ownership Interests.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d), as the voting Members deem appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise)

against any other Member.

8.8 Certificate of Cancellation. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Nevada Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX

EXCULPATION AND INDEMNIFICATION, REPS AND WARRANTIES

9.1 Exculpation of Members. Subject to the limitations of section 9.3, no Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken, as long as such act or omission was made in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. Subject to the limitations of section 9.3, below, the Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or Officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Intellectual Property Indemnification. Notwithstanding the foregoing, each Member will indemnify, defend and hold harmless the other Member and any of its Affiliates, customers, officers, directors, employees, agents, assigns, and successors for any loss, damage, expense, costs (including, but not limited to, fees for attorneys and other professionals) or liability arising out of or in connection with a claim for intellectual property infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party.

The indemnity obligations under this section are conditioned upon the Party seeking indemnification (the "Indemnified Party") (a) giving the other Party (the "Indemnifying Party") prompt Notice of such claim; (b) cooperating with the Indemnifying Party, at the Indemnifying Party's expense in the defense of such claim; and (c) giving the Indemnifying Party the right to

control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement or consent to judgment that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written approval.

9.4 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE X INTELLECTUAL PROPERTY

10.1 Definition of Intellectual Property. "Intellectual Property" means all intellectual property rights in the United States or any foreign jurisdiction throughout the world (whether registered or not) including, without limitation, all of the following: (i) all patents and utility models and applications therefore, and all reissues, divisions, re-examinations, renewals, extensions, provisional's, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries, including without limitation, invention disclosures; (ii) all trade secrets and other rights in Technology, data, know-how and confidential or proprietary information; (iii) mask works, mask work registrations and applications therefore, and all other rights corresponding thereto throughout the world; (iv) all copyrights, copyrights registrations and applications therefore and all other rights corresponding thereto; (v) all industrial designs and any registrations and applications therefore; (vi) all rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefore; and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

10.2 Ownership of Intellectual Property. The Parties acknowledge that any and all Intellectual Property created, used or embodied in or in connection with the Project, including without limitation any modifications or improvements made by the Parties based upon ideas, suggestions or proposals communicated between the Parties, are and shall remain the sole and exclusive property of the originating Party, and the other Party shall not during or at any time after the term of this Agreement in any way question or dispute the ownership of any such exclusive ownership rights.

10.3 Definition of Marks. "Mark(s)" means the trademarks, service marks, trademark and service mark applications, trade dress, trade names, logos, insignia, symbols, designs or other marks identifying a Party or its products.

10.4 No Rights in Marks. Nothing in this Agreement should be construed to grant either Party any rights in the Marks of the other Party. The Parties acknowledge, however, that each Party may use the name of the other Party and the name of their Products in advertising and marketing the Products or the Parties, themselves. The Products will be affixed with appropriate copyright and trademark notices sufficient to give Notice as to the rights of the Parties in their respective products.

10.5 Confidentiality. If, during the term, a Party receives or has access to Confidential Information belonging to the other Party, the Parties will be bound to keep all such information confidential. Confidential Information may only be used for purposes related to this Agreement and the Party receiving the confidential information must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance, but in no event less than reasonable care.

ARTICLE XI DISPUTE RESOLUTION

11.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he or she may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member

Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Nevada shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Nevada; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then

the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Nevada law shall apply in any such subsequent action or proceeding.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context

may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

12.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective Successors nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

12.9 Amendments. All amendments to this Agreement shall be in writing and signed by all of the Members to the agreement at the time of the amendment.

12.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

12.11 Remedies Cumulative. Subject to Article XI, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Nevada or of the United States of America with jurisdiction over any county of Nevada as selected by the Member that is the plaintiff in the action, or that initiates the proceeding or arbitration. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

12.13 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is

empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

Peyman Bady
Member: PEYMAN BADY

Pouya Mohajer
Member: POUYA MOHAJER

Shane Terry
Member: SHANE TERRY

Ryan Winmill
Member: RYAN WINMILL

Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS


NUVEDA, LLC

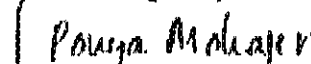
LISTING OF MEMBERS

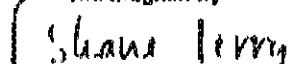
NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
Joe Kennedy	11115 Kilkerran Ct. Las Vegas, NV 89141	1%*/1%*/1%*
John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%


*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable


Member Listing as of this 16th day of July, 2014

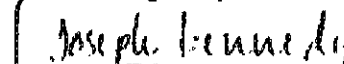
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 Member: PEJMAN BADY

DocuSigned by:

 Member: POUYA MOHAJER

DocuSigned by:

 Member: SHANE TERRY

DocuSigned by:

 Member: RYAN WINMILL

DocuSigned by:

 Member: JENNIFER GOLDSTEIN

DocuSigned by:

 Member: JOSEPH KENNEDY

Member: JOHN PENDERS

**NUVEDA, LLC
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description	Value
Member: PEJ BADY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16th day of July, 2014.

DocuSigned by:
Pejman Bady
Member: PEJMAN BADY

DocuSigned by:
Pouya Mohajer
Member: POUYA MOHAJER

DocuSigned by:
STW
Member: SHANE TERRY

DocuSigned by:
STW
Member: SHANE TERRY

DocuSigned by:
Jennifer Goldstein
Member: JENNIFER GOLDSTEIN

DocuSigned by:
Joseph Kennedy
Member: JOSEPH KENNEDY

Member: JOHN PENDERS

empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

12.14 Indemnification by Members in Breach. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement by that Member.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

 16 JULY 2014

NUVEDA, LLC

LISTING OF MEMBERS

NAME:	ADDRESS:	PERCENTAGE INTERESTS VOTING/OWNERSHIP INTERESTS/DISTRIBUTION:
Pejman Bady	PO Box 6255 Pahrump, NV 89041	46.5%/46.5%/38%
Pouya Mohajer	2700 Las Vegas Blvd. #2709 Las Vegas, NV 89109	21%/21%/25.25%
Shane Terry	4575 Dean Martin Drive #1401 Las Vegas, NV 89103	21%/21%/25.25%
Jennifer Goldstein	200 Hoover Street #1113 Las Vegas, NV 89101	7%*/7%*/7%*
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John Penders	29 Marshall Terrace Wayland, MA 01778	1.75%*/1.75%*/1.75%
Ryan Winmill	412 Princess Street Alexandria VA 222314	1.75%*/1.75%*/1.75%

*Nondilutable interests once vested. As if this writing, the Ownership, Voting and Distribution Shares of Goldstein, Kennedy, Winmill and Penders are designated as Nondilutable

Member Listing as of this 16 day of JULY, 2014

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

NUVEDA, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE III, the Members' initial contribution to the Company capital is stated to be one million dollars (\$1,000,000.00). The description and each individual portion of this initial contribution is as follows, which amounts shall be allocated to the Capital Accounts for each Member:

Description

	Value
Member: PEJ BADY	\$440,000.00
Member: POUYA MOHAJER	\$440,000.00
Member: SHANE TERRY	\$120,000.00

SIGNED AND AGREED this 16 day of JULY, 2014.

Member: PEJMAN BADY

Member: JENNIFER GOLDSTEIN

Member: POUYA MOHAJER

Member: JOSEPH KENNEDY

Member: SHANE TERRY

Member: JOHN PENDERS

Member: RYAN WINMILL

1 IAFD
2 GARMAN TURNER GORDON LLP
3 ERIKA PIKE TURNER
4 Nevada Bar No. 6454
5 Email: eturner@gtg.legal
6 DYLAN T. CICILIANO
7 Nevada Bar No. 12348
8 Email: dciciliano@gtg.legal
9 650 White Drive, Suite 100
10 Las Vegas, Nevada 89119
11 Tel: (725) 777-3000/Fax: (725) 777-3112
12 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NUVEDA, LLC, a Nevada limited liability
11 company; SHANE M. TERRY, a Nevada
12 resident; and JENNIFER M. GOLDSTEIN, a
13 Nevada resident;

12 Plaintiffs,

13 vs.

14
15 PEJMAN BADY; POUYA MOHAJER; DOE
16 Individuals I-X and ROE Entities I-X, inclusive;

17 Defendants.

Case No.:
Dept. No.:

18 INITIAL APPEARANCE FEE DISCLOSURE

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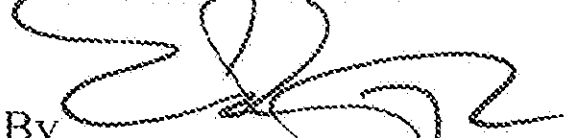
INITIAL APPEARANCE FEE DISCLOSURE

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

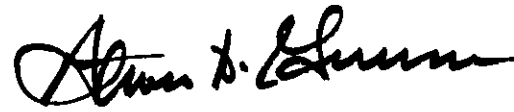
NUVEDA, LLC	\$1,530.00
SHANE M. TERRY	\$ 30.00
JENNIFER M. GOLDSTEIN	\$ 30.00
TOTAL REMITTED.....	\$1,590.00

Dated this 3rd day of December, 2015.


GARMAN TURNER GORDON

By 

ERIKA PIKE TURNER
Nevada Bar No. 6454
DYLAN T. CICILIANO
Nevada Bar No. 12348
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Attorneys for Plaintiffs



CLERK OF THE COURT

ENTERED


1 MPRI
2 GARMAN TURNER GORDON LLP
3 ERIKA PIKE TURNER
4 Nevada Bar No. 6454
5 Email: eturner@gtg.legal
6 DYLAN T. CICILIANO
7 Nevada Bar No. 12348
8 Email: dciciliano@gtg.legal
9 650 White Drive, Suite 100
10 Las Vegas, Nevada 89119
11 Tel: (725) 777-3000/Fax: (725) 777-3112
12 Attorneys for Plaintiffs

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NUVEDA, LLC, a Nevada limited liability
11 company; SHANE M. TERRY, a Nevada
12 resident; and JENNIFER M. GOLDSTEIN, a
13 Nevada resident;

14 Plaintiffs,

15 vs.

16 PEJMAN BADY; POUYA MOHAJER; DOE
17 Individuals I-X and ROE Entities I-X, inclusive;

18 Defendants.

Case No.: A-15-728510-B
Dept. No.: XXVII

19 PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND APPLICATION ON
20 ORDER SHORTENING TIME

21 Plaintiffs, Shane M. Terry ("Terry") and Jennifer Goldstein ("Goldstein," and together
22 with Terry, the "Plaintiffs"), on their own behalf and derivatively on behalf of NuVeda, LLC
23 ("NuVeda"), by and through their counsel, the law firm of Garman Turner Gordon LLP, hereby
24 move this Court pursuant to Sections 33.010 and 38.222 of the Nevada Revised Statutes
25 ("NRS"), Rule 65 of the Nevada Rules of Civil Procedure ("NRCPP"), and applicable case law,
26 for the immediate issuance of a narrowly preliminary injunction narrowly tailed to maintain the
27 status quo pending final resolution of the parties' disputes, as follows:

- 28 1) Defendants should be restricted from selling, transferring, pledging, hypothecating, or
otherwise disposing of any Membership interest in NuVeda or any asset of NuVe


absent Plaintiffs' consent, pending further Court order; and

2) Defendants shall be required to produce NuVeda's books and records to Plaintiffs for inspection pursuant to the terms of NuVeda's operating agreement.

This Motion is made and based upon the Memorandum of Points and Authorities below, Plaintiffs' Verified Complaint, the Declaration of Shane Terry, attached hereto as Exhibit "1," and the exhibits thereto, the Declaration of Pantea F. Stevenson, attached hereto as Exhibit "2," as well as any oral argument the Court may permit at a hearing of this matter.

Dated this 4th day December, 2015.

GARMAN TURNER GORDON LLP


ERIKA PIKE TURNER
Nevada Bar No. 6454
DYLAN T. CICILIANO
Nevada Bar No. 12348
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Tel: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Plaintiffs

ORDER SHORTENING TIME

Upon the below Declaration of Dylan T. Ciciliano, Esq., in support of the foregoing Application for Order Shortening Time, and good cause appearing therefore,

IT IS HEREBY ORDERED that the time for the hearing on the Motion for Temporary Injunction is hereby shortened to the 10th day of December, 2015, at the hour of 10:30 a.m., of said day in Department XXVII of the above-entitled Court, or as soon thereafter as counsel may be heard.

Dated this 4 day of December, 2015.


DISTRICT COURT JUDGE

5:10 pm

DECLARATION OF DYLAN T. CICILIANO, ESQ IN SUPPORT OF
APPLICATION FOR ORDER SHORTENING TIME

I, DYLAN T. CICILIANO, ESQ, hereby states and declares as follows:

1. I am an attorney with the law firm of Garman Turner Gordon, attorneys of record for Plaintiffs in the above-captioned case.

2. I am competent to testify to the following facts and, as to those facts and I believe them to be true.

3. In June 2014, NuVeda obtained valuable medical marijuana establishment registration certificates to dispense medical marijuana in the cities of North Las Vegas and Las Vegas and cultivate and process medical marijuana in the city of North Las Vegas and the city of Pahrump pursuant to NRS 453A's regulatory structure. The dispensaries are to be located in the downtown areas of Las Vegas and North Las Vegas.

4. As set forth in the Motion for Preliminary Injunction, Defendants are attempting to sell NuVeda's assets and/or assign Membership interests in NuVeda to third parties. Such actions could not only divest Plaintiffs of their interest in NuVeda, but it will jeopardize NuVeda's ability to operate a medical marijuana establishment in the State of Nevada.

5. The State of Nevada has implemented a comprehensive regulatory scheme governing medical marijuana, and Plaintiffs and NuVeda face possible revocation of their licenses if immediate and emergency action is not taken.

6. The State deadline for commencing operations is May of 2016, and expedience is necessary to enable the Company to adhere to the statutory requirements.

7. This Application for Order Shortening Time is not being brought for purposes of delay or any other improper purpose. To the contrary, an Order Shortening Time is necessary to avoid substantial and irreparable injury to Plaintiffs and NuVeda.

8. Defendants are informed and believe that Defendants are attempting to sell interests in NuVeda, and by extension, its assets to a third party. Further, Plaintiffs are informed and believe that Defendants are attempting to allocate interest in NuVeda to their friends. Under the Operating Agreement of NuVeda, which governs its operations in accordance with Nevada


1 law, Defendants do not have authority to transfer ownership in NuVeda or its licenses without
2 Plaintiffs' vote. As set forth at length in the declarations attached hereto, Plaintiffs are, and have
3 been at all relevant times, voting Members of NuVeda and Defendants are acting in total
4 disregard of Plaintiffs' interests.

5 9. Therefore, good cause exists for the Court to hear the Motion for preliminary
6 Injunction on order shortened time pursuant to EDCR 2.26.

7 10. Defendants are represented by Vincent Aiello of the law firm Kolesar & Leatham.
8 Upon receipt of the Order Shortening Time, the Motion and exhibits will be served upon Mr.
9 Aiello to ensure Defendants receipt of the order.

10 I declare under penalty of perjury under the laws of the State of Nevada that the forgoing
11 is true and correct.

12 Executed this 4th day of December, 2015 in Las Vegas, Nevada.

13
14
15 
16 DYLAN T. CICILIANO
17

18 MEMORANDUM OF POINTS AND AUTHORITES

19 I.

20 INTRODUCTION

21 In November of 2014, following a competitive and arduous application process, NuVeda
22 received six valuable medical marijuana establishment ("MME") licenses from the State of
23 Nevada. These licenses grant NuVeda the right to operate two dispensaries and a cultivation and
24 production facility in Clark County, and a cultivation and production facility in Nye County.
25 Given the valuable nature of MME licenses, investors have sought to invest in and/or purchase
26 the assets of the Company. For perspective, NuVeda received two of the 44 dispensary licenses
27 originally approved in Clark County. Like all MMEs, NuVeda is subject to strict regulatory
28 requirements on both the state and local levels.

1 Defendants Pejman Bady ("Bady") and Pouya Mohajer ("Mohajer," and together with
2 Bady, the "Defendants") were Members in NuVeda. Defendants, with utter disregard for the
3 regulatory requirements of an MME and the Company's Operating Agreement—have been
4 acting like renegades, driven to line the pockets of themselves and their friends. Defendants
5 appear to totally disregard the necessity to run a compliant, transparent and professional MME.

6 Bady and Mohajer have entered into secret agreements with purported "investors"—long-
7 time friends of the Defendants. These clandestine investor-friends have each demanded that the
8 Company give them an ownership interest, asserting that Mohajer and/or Bady had taken money
9 from them and, in exchange, pledged interests in NuVeda to them. Not only would such a
10 surreptitious "investment" and subsequent pledge be legally indefensible, it directly contravenes
11 the Operating Agreement.

12 Further, Defendants have engaged, in concert, in extensive self-dealing, including:

13 * Defendant Bady formed an entity with another (unvested) Member of the
14 Company for the sole purpose of purchasing a property *for which the Company*
15 *was in escrow*. Mohajer, the only other Member aware of the scheme, processed
16 the paperwork to transfer the property from the Company to Bady's personal
17 company.

18 * Bady possesses an undisclosed and significant interest in NuVeda's lender. Bady
19 was the single contact for the negotiation, which terms benefited the lender, and
20 subsequently Bady's interest.

21 * Bady has a testamentary interest in NuVeda's cultivation site. After the Company
22 had executed a long-term lease, unbeknownst to the Company, Bady began
23 renegotiating the terms of the lease between NuVeda and the site owner to the
24 significant benefit of his future interest.

25 * Mohajer allocated his tax losses to Bady, resulting in significant tax savings for
26 Bady. The reallocation, which directly violated the Operating Agreement,
27 amounts to tax fraud.

28 * Defendants have refused Plaintiffs' demands to inspect NuVeda's books and

1 records.
2 * A formal vote was taken whereby Mohajer, Goldstein and Terry all voted in favor
3 of accelerating the vesting of two Members, John Penders and Ryan Winmill.
4 Bady opposed the motion. Days after the vote, Mohajer stated that no vote had
5 transpired, and that Winmill was not vested. On information and belief, Mohajer
6 and Bady conspired to try to undo the vote by wrongly asserting the vote had
7 never happened in an effort to keep the shares—and their attendant voting
8 interests—for themselves. The vote was recorded by audiotape.

9 Based on these and other actions, on November 20, 2015, NuVeda's Members terminated
10 Defendants' Membership interest pursuant to the Operating Agreement.

11 After Defendants were expelled from the Company and their Membership interests
12 terminated, Defendants amended the Nevada Secretary of State's filings for NuVeda to show
13 that Defendants were its sole managers and Members—wrongfully removing Terry and
14 Goldstein as Members. Defendants now contend that on November 23, 2015—after their
15 Membership interests had been terminated—they voted and removed Plaintiffs as officers of
16 NuVeda.

17 Notwithstanding their expulsion, Defendants have been broadly marketing NuVeda and
18 its assets, namely its MME licenses, for sale. In fact, even after their expulsion from the
19 Company, Defendants entered into a letter of intent to sell the licenses to a direct competitor.
20 Despite the Defendants' efforts to keep their efforts to sell the Company's assets secret from
21 Plaintiffs, Plaintiffs have been advised of not fewer than nine different groups who have been
22 approached by Bady and Mohajer about disposing of the Company's assets. Presumably, there
23 are far more, but Plaintiffs can identify with specificity at least nine.

24 Clearly, a dispute has arisen among the parties as to their respective roles and
25 Memberships in NuVeda. Plaintiffs have instituted an arbitration proceeding as required by the
26 Operating Agreement to seek resolution of that dispute. While arbitration is pending, the Court
27 may issue an injunction to maintain the status quo under NRS 38.222. In addition, the Court
28 may enter declaratory relief under NRS 30.030-040.

1 As Defendants were removed as Members, any and all actions taken by them are *ultra*
2 *vires* and without legal effect. Plaintiffs are likely to succeed in rescinding and voiding any
3 action taken by Defendants, but to do so will take extensive time, which is scarce under the
4 regulatory scheme. In fact, State law requires MMEs be operational by May 2016, or they risk
5 their licenses being revoked. Thus, any effort by Defendants to sell the Company, its assets or
6 any interest therein, potentially threatens the Company's very existence, as the legal wrangling
7 of "unwinding" the fraudulent transfer would undoubtedly push the Company beyond the State
8 deadline. Moreover, Defendants efforts, even if voidable, could lead to the revocation of
9 NuVeda's licenses by the state.

10 Even, assuming *arguendo*, if Defendants were still Members, they would still be unable
11 to transfer, sell, or dispose of any assets or Membership interest in NuVeda without Plaintiffs'
12 consent. Thus, Plaintiffs are likely to succeed in permanently blocking any transfer, sale or
13 disposition. Moreover, the sale of NuVeda's assets would jeopardize its licensure with the State
14 and its future, which amounts to irreparable harm. Therefore, the Court should enter the
15 requested narrow injunction maintaining the status quo until further Court order.

16 At the time the dispute arose, Plaintiffs had Membership interests in NuVeda. Therefore,
17 the injunction should be narrowly tailored to restrict the Defendants' ability to dispose of,
18 hypothecate, pledge, assign or otherwise transfer any ownership interest in NuVeda or its assets
19 unless consented to by Plaintiffs, as called for in the Operating Agreement. To protect NuVeda's
20 assets and move NuVeda toward operation, the requested injunction should also provide
21 Plaintiffs with access to NuVeda's books and records.

22 As the operation of NuVeda and the securing of its ability to operate its medical
23 marijuana establishments are in the best interest of NuVeda, and increase the value of all parties'
24 interests, any bond should be nominal.

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II.

STATEMENT OF RELEVANT FACTS

A. NuVeda is a duly licensed medical marijuana establishment.

1. NuVeda was formed for any and all lawful purposes, including the specific purposes of lawfully cultivating, processing and/or dispensing medical marijuana in the State of Nevada. (Operating Agreement, Exh. 2-B, at § 1.6).

2. In June 2014, NuVeda obtained valuable medical marijuana establishment registration certificates to dispense medical marijuana in the cities of North Las Vegas and Las Vegas and cultivate and process medical marijuana in the city of North Las Vegas and the city of Pahrump. (Exh. 1, at ¶ 4). One dispensary will be located in the Arts District in downtown Las Vegas, the other on North Las Vegas Boulevard in North Las Vegas. (*Id.*).

3. Since July 2014, NuVeda has been governed by an Operating Agreement. (Exh. 2).¹

4. Plaintiffs are, and during relevant times have been, Managers and Voting Members (as defined in Exh. 1, §§ 2.2 and 2.5) of NuVeda. In addition to being Managers and Voting Members of NuVeda, Terry is, and has been during relevant times, the Chief Executive Officer, and Goldstein is, and has been during relevant times, the General Counsel for NuVeda. Plaintiffs both reside in Clark County, Nevada. (Exh. 1, at ¶ 5).

5. Defendants were initial Members in NuVeda.

B. Bady and Mohajer's Membership interest in NuVeda have been terminated due to their detrimental behavior.

6. The Operating Agreement provides that a "Member's interest in the Company may be terminated or expelled only upon agreement of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting Interests." (Operating Agreement at § 6.2). Expulsion can only occur "if the expelled Member was not acting in the best interest of the Company or was otherwise acting in a manner that was contrary to the purpose of the

¹ The Operating Agreement is governed by and construed and interpreted in accordance with Nevada law. Operating Agreement at Section 1.2.

1 Company.” (Id.).

2 7. On November 20, 2015, 60% or more of the Disinterest Voting Interest voted to
3 terminate Bady and Mohajer’s Membership interests. (See Written Consent in Lieu of Special
4 Meeting of the Members of NuVeda, LLC; attached hereto as Exhibit 2-C). NuVeda’s outside
5 counsel, who was hired by Bady and who drafted the Written Consent, has concluded that Bady
6 and Mohajer were properly removed for cause and that their continued involvement with
7 NuVeda would jeopardize its existence. (See Ex. 2-B; Exh. 2, at ¶¶ 8-12).

8 8. NuVeda’s Members’ grounds for the termination of those interests is that
9 Defendants failed to act in the best interest of the company and were acting contrary to the
10 purpose of the company. (Exh. 1 at ¶¶ 6-19; Exh. 2 at ¶¶ 8-10).

11 9. For instance, NuVeda learned that Bady misrepresented the source of his funds
12 that he contributed to NuVeda. Nevada law and the regulatory agencies required in depth
13 financial disclosures. (Exh. 1 at ¶6). While Bady averred that his funding came from his sale of a
14 business, upon information and belief, Bady, in concert with Mohajer, in fact funded his
15 contributions from money he acquired by Majid Golpa. (Id.). Apparently, Bady and Mohajer
16 promised that in exchange for the funds, Golpa would receive a 5.5% Membership interest in
17 NuVeda. (Id.).

18 10. Mohsen Bahri and Bady also negotiated the terms of a \$500,000 promissory note.
19 (Id. at ¶7; see Exhibit 1-A). Bady then made an undisclosed deal with Mohsen Bahri to provide
20 Bady with a \$500,000 investment, in which Bahri would receive a 4% interest in NuVeda. (Exh.
21 1, at ¶7). This was contrary to NuVeda’s understanding of the financing. (Id.).

22 11. Following discovery of the true nature of Defendants’ wrongful side deals with
23 third parties, a dispute arose between Plaintiffs on one hand and Defendants on the other hand
24 regarding Defendants’ clandestine and wrongful side deals, pursuant to which Defendants
25 attempted to allocate ownership interests to their friends, and the true source of Bady’s capital
26 contribution, Golpa and Bahri. (Id. at ¶8). Defendants were not authorized to pledge to Golpa or
27 Bahri a 5.5% or 4% interest in NuVeda, yet Bady still demanded that Members, including
28 Plaintiffs, agree to ratify his apparent promises to provide such interest to Golpa and Bahri. (Id.).

1 12. It is believed that the transfer of the interests, as proposed by Bady, would
2 jeopardize NuVeda's licenses. (Exh. 2, at ¶ 9).

3 13. On or about November 1, 2015, a monthly payment was due to Bahri on the
4 \$500,000 promissory note. (Exh. 1, at ¶ 9). Bady, long-time personal friends with Bahri,
5 instructed Plaintiffs to not pay the monthly payment and stated that he "would take care of it."
6 (Id.). On November 11, 2015, Bahri sent demand for the November 1, 2015 payment. (Id.). Bady
7 then admitted that he did not make the monthly payment but that Bady and Bahri had agreed to
8 extend the monthly payment to November 15, 2015. (Id.). Bady's non-payment of the loan and
9 subsequent negotiations were done without Plaintiffs' knowledge and jeopardize NuVeda's
10 operations. (Id.). Bahri has presented a lawsuit against Terry and Goldstein, individually, falsely
11 alleging that they are somehow liable for his investment through Bady. (Id. at ¶10). Bady and
12 Bahri are now acting in concert to allege that Plaintiffs are liable for the \$500,000 Note, as
13 neither the Company nor Bady, who single-handedly communicated with Bahri and who
14 negotiated all of the terms of the clandestine deal with his friend Bahri, are named as
15 defendants. (Id. at ¶ 11). Bady and Bahri are acting in concert to paralyze Plaintiffs from
16 obtaining the necessary funding by threatening to file frivolous and factually unfounded lawsuits
17 against Terry and Goldstein for Bady's strategic gain. (Id. at ¶12).

18 14. Moreover, when NuVeda's tax advisor was preparing the Company's K-1s, Bady
19 asked Terry to allocate his losses to him to offset Bady's income, but Terry refused. (Id. at ¶13).
20 Terry explained to Bady that loss-shifting was wrongful and potentially constituted fraud, but
21 Bady ignored Terry's concern and went ahead with shifting of Mohajer's losses to him. (Id.).
22 Bady then had nominal-Member Joseph Kennedy amend the K-1s to reflect loss-shifting to Bady
23 in violation of the terms of the Operating Agreement. (Id.; Exh. 1, Sect. 5.1).

24 15. Plaintiffs made demands for the original K-1s and other financial documents for
25 NuVeda. (Exh 1, at ¶ 15). In every case, Defendants and their agents either denied the records
26 request outright, or ignored them entirely, in violation of Plaintiffs' right to review the business
27 records of NuVeda pursuant to Section 7.2 of the Operating Agreement. (Id.).

28 16. It was also discovered that Defendants engaged in rampant self-dealing. An entity

1 known as 2 Prime, LLC entered into a financing agreement with NuVeda. (Id. at ¶ 16). Bady
2 negotiated the agreement with favorable terms to 2 Prime, LLC. (Id.). Thereafter, it was
3 discovered after the fact that Bady had an undisclosed 50% interest in 2 Prime, LLC. (Id.).

4 17. Moreover, it was discovered that Bady and nominal Member Kennedy together
5 formed a company, 2113 Investors, LLC. (Id. at ¶ 17). According to 2113 Investors, LLC's
6 Operating Agreement, Bady held an 80% interest in 2113 Investors, LLC and was its managing
7 Member. (Id.). Bady later amended 2113 Investors, LLC's corporate documents to conceal his
8 involvement. (Id.).

9 18. NuVeda had successfully bid on a property being auctioned by the North Las
10 Vegas Redevelopment Agency for a dispensary property. (Id. at ¶ 18) Immediately prior to
11 escrow closing, without notice or consent from Plaintiffs, 2113 Investors purchased the property
12 in its own name. (Id.). Mohajer, although not a Member of 2113 Investors, knew of the scheme
13 and, again without the knowledge or consent of Plaintiffs, transferred the escrow documents
14 from NuVeda's wholly owned subsidiary to 2113 Investors, LLC. (Id.). Bady then negotiated a
15 lease on behalf of NuVeda with 2113 Investors, LLC without disclosing his 80% ownership
16 interest in 2113 Investors, LLC. (Id.). Bady's negotiation of a lease with a pecuniary benefit on
17 the other side of the transaction was wrongful, particularly when such interest was undisclosed.
18 (Id.).

19 19. NuVeda also executed a lease with Ralph McKnight for a cultivation facility in
20 Pahrump, Nevada. (Id. at ¶ 19). Bady has a testamentary interest in the property leased by
21 McKnight. (Id.). After executing the lease, Bady unilaterally, without the knowledge or consent
22 of Plaintiffs, reopened negotiations, using Bady's personal attorney rather than Goldstein, the
23 General Counsel. (Id.). The second lease only further benefitted McKnight, and ultimately Bady
24 who would inherit the property in the future. (Id.).

25 20. Plaintiffs attempted since October 2015 to resolve the disputes with Defendants.
26 (Id. at ¶20). In the meantime, Defendants have been actively marketing NuVeda and its assets for
27 sale.

28 21. As a result of Defendants' actions, investors have been unwilling to in

1 NuVeda, jeopardizing its future. (Id. at ¶21).

2 **C. Bady and Mohajer are attempting to sell NuVeda and its assets to third-parties.**

3 22. The Operating Agreement provides that only upon:

4 the unanimous consent of all of the other Voting Members, no Member shall sell,
5 hypothecate, pledge, assign, or otherwise transfer, with or without consideration,
6 any part or all of his Ownership Interest in the Company to any other person or
7 entity [], without first offering [] that portion of his or her Ownership Interest in
the Company subject to the contemplated transfer [] first to the Company, and
secondly, to the other Voting Members, at the purchase prices [] and in the
manner as prescribed in the Offer.

8 (Exh. 2-B at § 6.3).

9 23. Bady, in concert with Mohajer, have engaged in negotiations for the sale of the
10 assets of NuVeda, and/or their interest in NuVeda, to other medical marijuana licensees and third
11 party investors, without timely or proper disclosure of these actions to Plaintiffs. (Exh. 1 at ¶22;
12 Exh. 2 at ¶18).

13 24. As an example, on November 23, 2015, Defendants executed a resolution in
14 which they stated that they would go forward with the sale of NuVeda's assets and/or
15 Membership interests to a third party. (Exhibit 2-D, which is filed under seal). Pursuant to the
16 terms of that agreement, that third party would have the right to acquire a 65% controlling
17 interest in NuVeda's medical marijuana establishment certificates, with NuVeda retaining a 35%
18 non-controlling interest. (Id.).

19 25. Defendants scheme to sell interests in NuVeda's non-transferrable medical
20 marijuana establishment certificates runs afoul of Nevada's medical marijuana regulations and
21 could result in the revocation of NuVeda's certificates. (Exh. 2 at ¶18).

22 26. Defendants continue to market NuVeda to investors and other licensees for
23 personal gain and in violation of the Operating Agreement and applicable Nevada law. (Exh. 1 at
24 ¶22; Exh. 2 at ¶18).

25 27. Moreover, as a necessary result of Defendants' desire to hide their efforts from
26 Plaintiffs, Defendants failed to offer their interest in NuVeda to the other Members as a first right
27 of refusal as required under section 6.3 of the Operating Agreement. (Exh. 1 at ¶ 23).

D. Bady and Mohajer acted without authority to remove Plaintiffs and have taken subsequent invalid actions.

28. On November 23, 2015, Defendants, who were no longer Members of NuVeda on that date, purported to remove Plaintiffs as NuVeda's officers. (Exh. 2-D; Exh. 2 at ¶13). Then on November 24, 2015, Defendants, in stated retaliation for NuVeda's November 20, 2015 resolution expelling Bady and Mohajer's Membership interest, purported to remove Plaintiffs' Membership interest. (Exhs. 2-E, 2-F; Exh. 2 at ¶15).

29. NuVeda's outside counsel, hired by Bady, concluded that Defendants' action was without legal authority as they had been expelled from the Company well prior. (Exh. 2 at ¶¶ 12, 14). She concluded that good cause existed for Defendants termination based on her understanding that Bady and Mohajer had also engaged in multiple breaches of fiduciary duties and self-dealing, including making representations and promises to third-parties and Members that were untrue or that they could not fulfill relating to the transfer of interests in NuVeda; usurping corporate opportunities and breaching fiduciary duties by engaging in self-dealing transactions where they actively misled the company and its Members about their involvement in negotiating both sides of business transactions; changing loss distributions on K-1 filings. (Exh. 2 at ¶¶ 8).

30. On November 25, 2015, and November 30, 2015, Bady and Mohajer filed amended Membership lists for NuVeda with the Nevada Secretary of State. (Exh. 1 at ¶25). Therein, they removed Plaintiffs as managers of NuVeda from the Secretary of State's files. (Id.; see Nevada Secretary of State Filing, attached hereto as Exhibit 3).

1111

LEGAL ARGUMENT

A. The Court has express authority to maintain the status quo pending final resolution of the parties' disputes.

Plaintiffs request nothing more than for the Court to restore the status quo pending further resolution of the parties' disputes, which is consistent with the Court's broad discretion and established authority under Nevada statutory and common law. NRS 38.222 provides that

1 before an arbitrator is appointed and is authorized and able to act, the court, upon
2 motion of a party to an arbitral proceeding and for good cause shown, may enter
3 an order for provisional remedies to protect the effectiveness of the arbitral
proceeding to the same extent and under the same conditions as if the controversy
were the subject of a civil action.

4 NRS 38.222(1); see also Toyo Tire Holdings Of Americas Inc. v. Cont'l Tire N. Am., Inc., 609
5 F.3d 975, 980 (9th Cir. 2010) (recognizing that the "desire to enforce arbitration agreements
6 would frequently be frustrated if the courts were precluded from issuing preliminary injunctive
7 relief to preserve the status quo pending arbitration and, *ipso facto*, the meaningfulness of the
8 arbitration process"); City of Reno v. Metley, 79 Nev. 49, 61, 378 P.2d 256, 262 (1963) ("It is
9 settled beyond question that equity has jurisdiction in a proper case to compel affirmative
10 performance of an act as well as to restrain it, and that it is its duty to do so, especially where it is
11 the only remedy which will meet the requirements of the case.").

12 Here, the Operating Agreement has an arbitration clause. (Operating Agreement at §
13 11.3). Plaintiffs have made an arbitration demand but an arbitrator is not yet appointed and has
14 not been authorized to act. Therefore, based on the good cause demonstrated below, the Court
15 should enter a narrow injunction enjoining Defendants from disposing of NuVeda's property and
16 interests in NuVeda.

17 **B. Plaintiffs are entitled to an injunction under NRS 33.010.**

18 Pursuant to NRS 33.010, a court is authorized to enter injunctive relief in the following
19 circumstances:

- 20 1. When it shall appear by the complaint that the plaintiff is entitled to the relief
21 demanded, and such relief or any part thereof consists in restraining the commission
or continuance of the act complained of, either for a limited period or perpetually.
- 22 2. When it shall appear by the complaint or affidavit that the commission or continuance
23 of some act, during the litigation, would produce great or irreparable injury to the
plaintiff.
- 24 3. When it shall appear, during the litigation, that the defendant is doing or threatens, or
25 is about to do, or is procuring or suffering to be done, some act in violation of the
26 plaintiff's rights respecting the subject of the action, and tending to render the
judgment ineffectual.

27 NRS 33.010.

28 . . .

1 Here, grounds exist to issue for the issuance of a narrow injunction under all three prongs
2 of NRS 33.010. A preliminary injunction is proper when the moving party can demonstrate that
3 it has a reasonable likelihood of success on the merits and that it will suffer irreparable harm for
4 which compensatory damages would not suffice. See State, Dep't of Bus. & Indus., Fin.
5 Institutions Div. v. Nevada Ass'n Servs., Inc., 128 Nev. Adv. Op. 34, 294 P.3d 1223, 1226
6 (2012); University Sys. v. Nevadans for Sound Gov't, 120 Nev. 712, 721, 100 P.3d 179, 187
7 (2004).

8 **1. Plaintiffs are likely to prevail against Defendants.**

9 With respect to the current injunction, Plaintiffs merely seek to restrain Defendants' sale
10 or encumbrance of interests in NuVeda or its assets absent Plaintiffs' consent. To succeed on
11 these claims, Plaintiffs need only establish one of the following: 1) that Defendants cannot
12 jeopardize NuVeda's very existence through the unilateral disposition of its assets or that 2)
13 Plaintiffs are Members of NuVeda and therefore entitled to veto the proposed dispositions.
14 Because it is clear that Plaintiffs are Members of NuVeda and Defendants cannot unilaterally
15 dispose of its assets or medical marijuana certificates, Plaintiffs are likely to succeed on the
16 merits of its claims.

17 **a. Defendants cannot sell NuVeda's assets or transfer its certificates.**

18 Under the Operating Agreement, no Member may dispose of, hypothecate, pledge, assign
19 or otherwise transfer their interest in NuVeda without all Members consent. (Operating
20 Agreement at § 6.3). Likewise, the Members must have a right of refusal. (Id.). The reason for
21 the restriction is plain, the medical marijuana industry is tightly regulated and NuVeda's
22 Members wanted the ability to consent or veto the involvement of a third party.

23 Nevada's statutes are even less generous. A medical marijuana establishment certificate
24 and agent registration card are not freely transferrable, as Defendants appear to believe. NRS
25 453A.334.² Likewise, NAC 453A.326(1)(A) requires that before all or substantially all of the
26

27 ² NRS 453A.334 Registration cards and registration certificates nontransferable. The following are
nontransferable:

- 28 1. A medical marijuana establishment agent registration card.
2. A medical marijuana establishment registration certificate.

1 assets of a medical marijuana establishment or 10% or more of the stock are transferred, the
2 State must approve of the transfer. Moreover, if an entity structures a transfer in a way that
3 causes the State to believe that there has been a change in ownership without approval, the State
4 may institute revocation proceedings. NAC 453A.326(5).

5 Pursuant to the very terms of the Operating Agreement and the relevant state statute,
6 NuVeda may not dispose of its assets or transfer its registration certificates unless unanimously
7 approved by the Members and the State. Defendants' proposed transactions with a third party
8 and other investors are nothing more than an attempted end around state statute, which will result
9 in the revocation of NuVeda's interest. It is abundantly clear that giving a third party a 65%
10 controlling interest in NuVeda's medical marijuana establishment certificates is a de facto
11 transfer of a "Membership interest" or a transfer of the registration certificate itself. Furthermore,
12 NuVeda's outside counsel has opined that Defendants' proposed transfers are in violation of the
13 law and would likely result in NuVeda's revocation.

14 Thus, Plaintiffs are likely to succeed on the merits of their claim to prevent Defendants
15 unauthorized assignment of NuVeda's assets, Membership interest, or medical marijuana
16 certificate.

17 ***b. Plaintiffs are Members of NuVeda.***

18 There is also no dispute that Plaintiffs were Members of NuVeda. (See Operating
19 Agreement). Plaintiffs' interest was vested and Plaintiffs acted on behalf of NuVeda. As
20 Members under section 6.3 of the Operating Agreement, Plaintiffs would be entitled to veto any
21 and all potential sale of NuVeda's ownership interest under the plain language of the Operating
22 Agreement. Defendants are therefore likely to succeed on their claim that Defendants cannot
23 dispose of assets or ownership interest absent Plaintiffs' consent.

24 ***c. Defendants were expelled from NuVeda.***

25 Defendants' expulsion from NuVeda based on numerous and pervasive bad acts is an
26 additional reason that Plaintiffs will succeed on the merits. Section 6.2 of the Operating
27 Agreement requires that good cause to terminate a Member's interest.

28 From the onset, Defendants have engaged in pervasive and extensive self-dealing in

1 violation of their basic duties as a fiduciary and likely in violation of Nevada's strict medical
2 marijuana regulatory scheme, justifying their expulsion from NuVeda.

3 a) Bady and Mohajer misrepresented that the source of Bady's contributions was the sale
4 of Bady's business. Plaintiffs learned that Bady and Mohajer had, in fact, had obtained a
5 significant portion of the funding from a third-party (their friend), and in exchange promised
6 their friend a 5.5% interest in NuVeda, which was not approved by Plaintiffs. Bady also
7 seemingly received additional funding from another friend in exchange for an undisclosed 4%
8 interest in NuVeda, which was not approved by Plaintiffs. (Exh. 1, at ¶¶ 6-8).

9 b) In violation of the Operating Agreement and federal tax law, Mohajer caused the tax
10 losses that should have been allocated to him to be attributed to Bady. (*Id.* at ¶ 13). The enrolled
11 agent who prepared the Company's tax returns, Joseph Kennedy, is also Bady's partner in 2113
12 Investors, which bought the dispensary property out of NuVeda's escrow. (*Id.*)

13 c) When Plaintiffs demanded the corporate records, Defendants refused, also in violation
14 of the Operating Agreement. (*Id.* at ¶ 15).

15 d) Defendants then repeatedly acted to enrich themselves at the cost of NuVeda. As
16 described, Defendants acquired interests in certain entities unbeknownst to NuVeda. Defendants
17 then negotiated with those entities, acting as agents for both sides of the transaction. Defendants
18 negotiated those deals favorably to the other entities and to the detriment of NuVeda and its
19 Members. This includes obtaining interests as lessor at two facilities and covertly acting as a
20 NuVeda's lender. (*Id.* at ¶¶ 16-19).

21 e) Defendants then acted to dispose of, hypothecate, pledge, assign or otherwise transfer
22 their interest in NuVeda or interests in NuVeda's medical marijuana registration certificates to
23 third-parties absent Plaintiffs' or the State's consent. When Plaintiffs refused consent,
24 Defendants executed a Letter of Intent with a third-party, for which they had no authority.
25 Thereafter, on November 23, 2015, after Defendants had been removed from NuVeda,
26 Defendants acted to ratify the Letter of Intent—falsely representing to the third-party that they
27 had the ability to do so. (Exh. 2 at ¶13; Exh. 2-D).

28 Despite being aware that at the very least a dispute exists as to their lawful authority,

1 Defendants continue to offer NuVeda for sale and in violation of the Operating Agreement and
2 State law are attempting to sell and/or transfer interests in NuVeda's medical marijuana
3 registration certificate.

4 As Defendants have repeatedly and consistently taken actions that jeopardize NuVeda's
5 medical marijuana registration certificates. As such, their expulsion from NuVeda was both
6 justified and legally sound. As such, Defendants have no ability to act on behalf of NuVeda or
7 dispose of, hypothecate, pledge, assign or otherwise transfer of its assets.

8 ***d. Defendants did not legally expel Plaintiffs from NuVeda.***

9 As a threshold issue, NeVeda's outside counsel, hired by Bady, has opined that
10 Defendants no longer had voting rights, such that their action to expel Plaintiffs was *ultra vires*
11 and invalid *ab initio*. (Exh. 2 at ¶¶ 12, 14). Thus, after November 20, 2015, the entity's legal
12 counsel recognizes that Defendants were expelled and that Plaintiffs remain Members of
13 NuVeda.

14 Moreover, even if Defendants were still Members, Section 6.2 of the Operating
15 Agreement requires that good cause exist to expel a Member. Defendants, did not establish good
16 cause grounds to expel either Goldstein or Terry. Defendants' alleged grounds is a charade. If
17 Defendants' sequence of events is to be credited, and it should not, Defendants claim that on
18 November 23, 2015, they stripped Goldstein and Terry as their status as officers. Then the very
19 next day, they expelled Goldstein and Terry not because of any specific act but because between
20 November 23, 2015, and November 24, 2015, Goldstein and Terry took some undefined act and
21 represented themselves to be officers of NuVeda.

22 Defendants state that on November 24, 2015, Defendants (improperly) voted to expel
23 Goldstein as a Member of NuVeda because she: "failed to satisfy here ethical obligations" and
24 made "decisions on behalf of" NuVeda. (Exh. 2-E). Defendants do not make any allegations as
25 to what Goldstein did to damage the entity or to violate her "ethical obligations" during those
26 intervening hours. Instead, Defendants manufacture the rationale that because Goldstein was
27 removed as general counsel—albeit improperly—any corporeal act taken by Goldstein would be
28 grounds for expulsion. There is no authority in law or the Operating Agreement for such a

1 proposition.

2 Likewise, Defendants did not allegedly remove Terry based on any acts, but instead
3 because in those intervening hours Terry “continues to represent . . . that he is an agent of the
4 Company” and “continues to engage in discussions . . . relating to the business of the Company.”
5 (Exh. 2-F). Again, Defendants don’t make any allegations that Terry actually took any action to
6 damage the entity. Instead, his purported expulsion is based solely on Defendants *ultra vires*
7 action to remove him as CEO of NuVeda the previous day.

8 Plainly, Defendants have and cannot establish that any grounds existed to remove Terry
9 or Goldstein. Their removal was retribution, plain and simple. NuVeda’s outside counsel, who
10 was hired by Bady, concluded that Defendants’ actions had no effect.

11 In light of NuVeda’s counsel’s opinion that Defendants action were without force and
12 because Defendants lack any cause to remove Plaintiffs, any removal—even if legally possible—
13 would have been ineffective. Furthermore, Plaintiffs were acting in reliance on counsel’s opinion
14 that Defendants had been expelled, and thus any actions purported to have been taken after their
15 expulsion were void. Their reliance on the advice of counsel was appropriate and justified, and
16 negates any claim that they were acting in appropriately.

17 **2. Plaintiffs will suffer irreparable harm if an injunction is not issued.**

18 “A preliminary injunction is available when the moving party can demonstrate that the
19 nonmoving party's conduct, if allowed to continue, will cause irreparable harm for which
20 compensatory relief is inadequate.” Boulder Oaks Cmty. Ass'n v. B & J Andrews Enterprises,
21 LLC, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009). At issue here is Plaintiffs’ and NuVeda’s
22 ability to operate a medical marijuana establishment.

23 Undoubtedly, a privileged license to operate a medical marijuana establishment is both
24 scarce, valuable, geographically limited and irreplaceable. NRS 453A.324; NAC 453A.
25 Currently, the state and local governments have issued all or nearly all of certificates that are
26 permitted to be issued as a matter of law. If Plaintiffs and NuVeda lose their ability to operate an
27 establishment—either through Defendants sale of assets or administrative revocation—they will be
28 unable to pursue a medical marijuana license in the future. (Exh. 2, at ¶ 19). Moreover,

1 Plaintiffs' establishments are in unique and valuable locations, including in the Arts District in
2 downtown Las Vegas and on Las Vegas Boulevard in North Las Vegas. If Plaintiffs' registration
3 cards are revoked, Nevada law prevents them from being owners, officers or board Members of
4 any medical marijuana establishment. NRS 453A.322(3)(c); Exh. 2, at ¶ 19.

5 This "loss of opportunity to pursue [Plaintiffs'] chosen profession[s]" constitutes
6 irreparable harm." Arizona Dream Act Coal. v. Brewer, 757 F.3d 1053, 1068 (9th Cir. 2014). In
7 Nevada's seminal case on preliminary injunctions, the Supreme Court held that "acts committed
8 without just cause which unreasonably interfere with a business or destroy its credit or profits,
9 may do an irreparable injury." Sobol v. Capital Management, 102 Nev. 444, 446, 726 P.2d 335,
10 337 (1986). The Supreme Court has subsequently extended that analysis to licensure, finding that
11 the loss or suspension of a license amounts to irreparable harm for purposes of granting a
12 preliminary injunction. State, Dep't of Bus. & Indus. v. Check City, 130 Nev. Adv. Op. 90, 337
13 P.3d 755, 758 (2014); Dep't of Bus. & Indus., Fin. Insts. Div. v. Nev. Ass'n Servs., Inc., 128 Nev.
14 ———, ———, 294 P.3d 1223, 1228 (2012)(citing Com. v. Yameen, 401 Mass. 331, 516 N.E.2d
15 1149, 1151 (1987) ("A licensee whose license has been revoked or suspended immediately
16 suffers the irreparable penalty of loss of [license] for which there is no practical compensation.")).

17 Defendants have threatened and acted to dispose of NuVeda's assets, including its
18 invaluable medical marijuana establishment registration certificates. Absent and injunction, in
19 the instance that Defendants' succeed in selling NuVeda's assets or "assigning" a Membership
20 interest to some "unknown" third party, NuVeda's ability to operate the business of its choosing
21 will be interfered with. Likewise, Plaintiffs' will lose desirable business locations and will be
22 unable to operate as their chosen business. Under clear Nevada case law, this amounts to
23 irreparable harm.

24 Alternatively, if Defendants' actions are found to be illegal by the State and the Company
25 undertook no action to remedy their wrongdoing, then NuVeda would face the possible
26 revocation of its certificates. Plaintiffs would thus risk their licenses as a result. Once again, this
27 is clear and irreparable harm.

28 Furthermore, by operation of the Operating Agreement's non-compete clause, Plaintiffs

1 cannot pursue employment with any other medical marijuana establishments in Nevada.
2 (Operating Agreement at § 5.4). Accordingly, the loss of Plaintiffs' interest in NuVeda will
3 preclude their employment in the industry, constituting irreparable harm.

4 Thus, Plaintiffs have adequately demonstrated that in absence of an injunction they will
5 suffer irreparable harm.

6 **3. Any injunction should maintain the status quo.**

7 The Court cannot render meaningful relief in the underlying action if the status quo is not
8 preserved. There is a dispute over the authority of Plaintiffs and Defendants to take any action on
9 behalf of NuVeda. Nonetheless, Defendants are taking action to dispose of, hypothecate, pledge,
10 assign or otherwise transfer NuVeda's assets. Accordingly, the injunction should prohibit the
11 sale of any of NuVeda's assets, a pledge of any ownership interest, or an assignment of any
12 interest in any of NuVeda's certificates pending final resolution in arbitration.

13 Additionally, Plaintiffs, as Members, have a right to inspect NuVeda's books and records.
14 During the pendency of the arbitration, the Court should order that Plaintiffs have access to the
15 books and records. In absence of that access, Plaintiffs cannot ensure that all required corporate
16 formalities and State regulations are abided by, therefore placing NuVeda's certificates at risk.

17 The injunction should also not restrict NuVeda's ability to progress with operations and
18 to the contrary should promote those operations so that NuVeda can become operational, which
19 will benefit all parties involved.

20 **4. Any bond should be minimal.**

21 NuVeda and Plaintiffs are not seeking an injunction that inhibits or destroys NuVeda's
22 value. To the contrary, Plaintiffs and NuVeda are attempting to ensure that NuVeda becomes
23 operational and thus more valuable. An operational medical marijuana facility will have greater
24 value than an entity with a mere registration certificate. Since a bond protects against damages
25 from a wrongful injunction and the requested injunction will operate to increase NuVeda's value
26 and therefore mitigate against any damages, the bond should be nominal.

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IV.

CONCLUSION

For the foregoing reasons, the Court should enter an injunction that does the following:

- 1) Restrict defendants from selling, transferring, pledging, hypothecating, or otherwise disposing of any Membership interest in NuVeda or any asset of NuVeda, absent Plaintiffs' consent, pending further Court order; and
- 2) Restores Plaintiffs' right to access NuVeda's corporate books and records; and
- 3) Any other relief the Court deems just and reasonable.

Dated this 4th day of December, 2015.

GARMAN TURNER GORDON LLP

By 

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EXHIBIT 1

EXHIBIT 1

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8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 NUVEDA, LLC, a Nevada limited liability
11 company; SHANE M. TERRY, a Nevada
resident; and JENNIFER M. GOLDSTEIN, a
Nevada resident;

Case No.:
Dept. No.:

12 Plaintiffs,

13 vs.

14
15 PEJMAN BADY; POUYA MOHAJER; DOE
16 Individuals I-X and ROE Entities I-X, inclusive;

17 Defendants.

18
19 DECLARATION OF SHANE TERRY IN SUPPORT OF MOTION FOR
20 PRELIMINARY INJUNCTION AND APPLICATION FOR ORDER SHORTENING
21 TIME

22 I, Shane Terry, state that:

23 1. I am over the age of eighteen (18) years and competent to testify on the matters
24 set forth herein.

25 2. I have personal knowledge of the matters set forth herein and know them to be
26 true except for matters set forth herein on information and belief, and as to those matters, I
believe them to be true.

27 3. I am submitting this Declaration in Support of Plaintiffs' Motion for Preliminary
28 Injunction and Application for Order Shortening Time.

1 4. In June 2014, NuVeda obtained valuable medical marijuana establishment
2 registration certificates to dispense medical marijuana in the cities of North Las Vegas and Las
3 Vegas and cultivate and process medical marijuana in the city of North Las Vegas and the city of
4 Pahrump. The dispensaries are to be located in the Arts District in downtown Las Vegas and
5 North Las Vegas.

6 5. At all relevant times, I have been the Chief Executive Officer of NuVeda and
7 Jennifer Goldstein is, and has been during relevant times, the General Counsel for NuVeda.

8 6. NuVeda recently learned that Pejman Bady and Pouya Mohajer misrepresented
9 the source of the funds that Bady contributed to NuVeda. Nevada law and the regulatory
10 agencies require in depth financial disclosures. While Bady represented that his funding came
11 from his sale of a business, upon information and belief, Bady funded \$600,000 of his
12 contributions from funds acquired by Majid Golpa. Apparently, Bady and Mohajer negotiated
13 that in exchange for the funds, Golpa would receive a 5.5% membership interest in NuVeda.

14 7. Mohsen Bahri and Bady also negotiated the terms of a \$500,000 promissory note.
15 A true and correct copy of the promissory note is attached hereto as Exhibit 1-A. Upon
16 information and belief, Bady then made an undisclosed deal with Mohsen Bahri to provide Bady
17 with a \$500,000 investment, in which Bahri would receive a 4% interest in NuVeda. This was
18 contrary to NuVeda's understanding of the financing.

19 8. Following discovery of Defendants' wrongful side deals with third parties, a
20 dispute arose between Plaintiffs on one hand and Defendants on the other hand. Defendants
21 attempted to allocate ownership interests to their friends, and affirmatively mislead me and the
22 Company regarding the true source of a significant portion of Bady's financial contribution:
23 Golpa and Bahri. Defendants were not authorized to pledge to Golpa or Bahri a 5.5% or 4%
24 interest in NuVeda, yet Bady still demanded that Members, including Plaintiffs, agree to ratify
25 his apparent promises to provide such interest to Golpa and Bahri.

26 9. On or about November 1, 2015, a monthly payment was due to Bahri on the
27 \$500,000 promissory note. Bady, long-time personal friends with Bahri, instructed me not to pay
28 the monthly payment and stated that he "would take care of it." On November 11, 2015, Bahri's

1 attorney sent a formal demand letter on behalf of Bahri for the November 1, 2015 payment. Bady
2 then admitted to me that he did not make the monthly payment but that Bady and Bahri had
3 agreed to extend the monthly payment to November 15, 2015. Bady's non-payment of the loan
4 were done without my knowledge, and his failure to make the payment as he represented that he
5 would resulted in legal action being threatened by an attorney for Bahri. Given that the
6 Company is trying to raise money, the threat of litigation jeopardizes the Company's existence.

7 10. On December 2, 2015, Bahri's attorney presented a lawsuit against Goldstein and
8 me, individually, falsely alleging that we are somehow personally liable for his investment
9 through Bady. To be clear: the lawsuit names neither the Company nor Bady as defendants; only
10 Goldstein and I.

11 11. I had never met with, or even spoken to, Bahri until about six weeks ago. It is my
12 understanding that Goldstein had never met or spoken to him until about a month ago. Every
13 communication he had with the Company prior to that time, including at the time he made his
14 purported investments, was made through Defendants.

15 12. It is my opinion that Bady and Bahri are now acting in concert to coerce
16 Goldstein and me to forego our legal rights under threat of personally liability by threatening to
17 file a frivolous and factually unfounded lawsuit against us for Bady's strategic gain.

18 13. When NuVeda's tax advisor was preparing the Company's K-1s, Bady asked me
19 to allocate my losses to him to help offset Bady's income, but I refused. I explained to Bady that
20 loss-shifting was wrongful and potentially constituted fraud. Despite my warning, Bady and
21 Mohajer agreed that Mohajer would allocate his losses to Bady, without disclosing the act to the
22 Company. Bady then had nominal-member Joseph Kennedy, an enrolled agent who prepared the
23 Company's tax returns, amend the K-1s to shift Mohajer's losses to Bady in violation of the
24 terms of the Operating Agreement.

25 14. I have been advised by a Certified Public Accountant and another enrolled agent
26 that the shifting of Mohajer's losses to Bady, in violation of the Company's Operating
27 Agreement, amounts to tax fraud and would potentially subject the Company to liability if
28 audited. Furthermore, because of the Company's licenses are privileged licenses, and the tax

1 implications of medical marijuana are complex and significant, we have been advised that the
2 Company can expect to be audited regularly.

3 15. On or about November 24, 2015, I demanded the original K-1s and other financial
4 documents for NuVeda. I have reviewed correspondence wherein Goldstein requested the books
5 and records of the Company. Defendants have refused or ignored all such records request in
6 violation of my and Goldstein's right to review the business records of NuVeda pursuant to
7 Section 7.2 of the Operating Agreement.

8 16. An entity known as 2 Prime, LLC entered into a financing agreement with
9 NuVeda. Bady negotiated the agreement with favorable terms to 2 Prime, LLC. Thereafter,
10 Plaintiffs discovered after the fact that Bady had an undisclosed 50% interest in 2 Prime, LLC.

11 17. Moreover, Plaintiffs discovered that Bady and nominal member Kennedy, the
12 enrolled agent who wrongfully shifted the tax losses between Defendants, together formed a
13 company, 2113 Investors, LLC. According to 2113 Investors, LLC's Operating Agreement,
14 Bady held an 80% interest in 2113 Investors, LLC and was its managing member. Upon
15 information and belief, Bady later amended 2113 Investors, LLC's corporate documents to
16 remove him as a managing member and conceal his involvement.

17 18. NuVeda had successfully bid on a property being auctioned by the North Las
18 Vegas Redevelopment Agency for a dispensary property. Immediately prior to escrow closing,
19 2113 Investors, without notice or consent from Plaintiffs, purchased the property in its own
20 name. Upon information and belief, Mohajer knew of the scheme and, again without the
21 knowledge or consent of Plaintiffs, transferred the escrow documents from NuVeda's wholly
22 owned subsidiary to 2113 Investors, LLC. Bady then negotiated a lease on behalf of NuVeda
23 with 2113 Investors, LLC without disclosing to Plaintiffs his 80% ownership interest in 2113
24 Investors, LLC.

25 19. NuVeda also executed a lease with Ralph McKnight for a cultivation facility in
26 Pahrump, Nevada. Bady has a testamentary interest in the property leased by McKnight. After
27 executing the lease, Bady unilaterally, without the knowledge or consent of Plaintiffs, reopened
28 negotiations, using Bady's personal attorney rather than Goldstein, the General Counsel. The

1 second lease only further benefitted McKnight, and ultimately Bady who would inherit the
2 property in the future.

3 20. Plaintiffs attempted since October 2015 to resolve the disputes with Defendants.
4 In violation of Section 11.1 and 11.2 of the Operating Agreement, Defendants would only agree
5 to engage in JAMS mediation. In the meantime, Defendants have been actively marketing
6 NuVeda and its assets for sale.

7 21. As a result of Defendants actions, investors have been unwilling to invest in
8 NuVeda, jeopardizing its future.

9 22. Bady, in concert with Mohajer, have engaged in negotiations for the sale of the
10 assets of the Company, and/or their interest in NuVeda, to other medical marijuana licensees and
11 third party investors, without timely or proper disclosure of these actions to Plaintiffs.

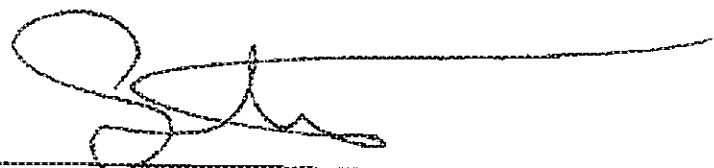
12 23. Defendants have failed to offer their interest in NuVeda as required under the
13 Operating Agreement.

14 24. A formal vote was taken whereby Mohajer, Goldstein and I all voted in favor of
15 accelerating the vesting of two Members, John Penders and Ryan Winmill. Bady opposed the
16 motion. Days after the vote, Mohajer stated that no vote had transpired, and that Winmill was
17 not vested. It is my belief that after the vote was taken, Mohajer and Bady conspired to try to
18 undo the vote by wrongly asserting the vote had never happened in an effort to keep the shares—
19 and their attendant voting interests—for themselves. The vote was recorded by audiotape.

20 25. On November 25, 2015, and November 30, 2015, Bady and Mohajer filed
21 amended membership lists for NuVeda with the Nevada Secretary of State. Therein, they
22 removed Plaintiffs as managers of NuVeda.

23 I declare under penalty and perjury under the law of the State of Nevada that the
24 foregoing is true and correct.

25 Executed this 4th day of December, 2015.

26 
27 SHANE TERRY
28

MOHSEN BAHRI
UNSECURED PROMISSORY NOTE

Date: June 30, 2015

\$500,000

For value received, the undersigned NuVeda, LLC (the "Borrower"), with a business address located at 848 N. Rainbow Blvd, #1019, Las Vegas, Nevada 89107, promises to pay to the order of Mohsen Bahri (the "Lender"), at 12115 San Vicente Blvd, Los Angeles, California 90049 (or at such other place as the Lender may designate in writing), the sum of \$500,000.

I. TERMS OF REPAYMENT

A. Payments

Borrower shall make monthly interest only payments that are due on the first of each month. The interest shall apply to the full balance of the Note and accrue at a rate of 8.5% annually. Thus, the sum of \$3541.67 shall be payable on the first of each month beginning on July 1, 2015. The principal shall be paid by not later than the expiration of the Term.

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Term

The term of the note shall be 12 months and payment in full of all sums due and owing hereunder shall be made on or before July 1, 2016 (the "Term").

D. Acceleration of Debt

If any payment obligation under this Note is not paid when due, and such past due payment is not made within five (5) business days of the Lender advising Borrower in writing of the past due balance, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. PREPAYMENT

Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

III. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

IV. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, if such default is not cured within (5) business days of the Lender notifying the Borrower in writing of the default:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation or dissolution of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors; or
- 6) the insolvency of the Borrower.

V. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VI. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

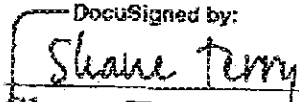
This note may not be amended without the written approval of Lender.

VII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

BORROWER:
NuVeda, LLC

DocuSigned by:

Shane Terry

LENDER:
MOHSEN BAHRI

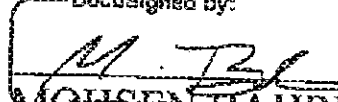
DocuSigned by:

MOHSEN BAHRI

EXHIBIT 2

EXHIBIT 2

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Attorneys for Plaintiffs

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 SHANE M. TERRY; and JENNIFER
11 GOLDSTEIN;

12 Plaintiffs,

13 vs.

14 PEJMAN BADI; POUYA MOHAJER; DOE
15 Individuals I-X and ROE Entities I-X, inclusive;

16 Defendants.

17 and

18 NUVEDA, LLC, a Nevada limited liability
company

19 Nominal Defendant.
20

Case No.:
Dept. No.:

21 **DECLARATION OF PANTEA FARHI STEVENSON IN SUPPORT OF EX PARTE**
22 **APPLICATION FOR PRELIMINARY INJUNCTION**

- 23 1. I, Pantea Farhi Stevenson, state that:
- 24 2. I am over the age of eighteen (18) years and competent to testify on the matters
set forth herein.
- 25 3. I have personal knowledge of the matters set forth herein and know them to be
26 true except for matters set forth herein on information and belief, and as to those matters, I
27 believe them to be true.
- 28 4. I am submitting this Declaration in Support of Plaintiffs' Ex Parte Application for

1 Preliminary Injunction.

2 5. I am the managing partner of PF Stevensen Law and have practiced law since
3 2009. I am a licensed attorney in Virginia, New York, Pennsylvania, and New Jersey.

4 6. On or about July 21, 2015, Defendant Pejman Bady ("Bady") hired me on behalf
5 of NuVeda, LLC ("NuVeda") to represent NuVeda in contemplated fundraising transactions. A
6 true and correct copy of the Engagement for Legal Services is attached hereto as Exhibit 2-A.
7 Pursuant to Rule 5.5(b)(5) of Nevada Rules of Professional Conduct and the terms of the
8 Engagement for Legal Services, I was directly supervised by NuVeda's general counsel, Plaintiff
9 Jennifer Goldstein, Esq., a Nevada licensed attorney. The scope of my engagement was also
10 subject to expansion pursuant to the agreement of PF Stevenson Law and NuVeda.

11 7. During representing NuVeda in the contemplated fundraising transactions, our
12 engagement also expanded to a more general transactional role.

13 8. This paragraph is based on my information and belief from evaluation of multiple
14 sources of information, including corporate documents and emails from multiple parties. During
15 the course of my representation, it came to my attention that Bady and Defendant Pouya Mohajer
16 ("Mohajer") had acted fraudulently and put the company at risk. They had also engaged in
17 multiple breaches of fiduciary duties and self dealing. *Inter alia*, Bady and/or Mohajer had made
18 representations and promises to third-parties and members that were untrue or that they could not
19 fulfill relating to the transfer of interests in NuVeda. In addition, it was discovered that Bady had
20 usurped corporate opportunities and breached his fiduciary duties by engaging in self-dealing
21 transactions where he actively misled the company and its members about his involvement with
22 Mohajer's assistance. Specifically, Bady negotiated both sides of those business relationships to
23 the detriment of NuVeda and to the benefit of his own personal interests. In addition, Bady and
24 Mohajer changed loss distributions on K-1 filings of NuVeda giving Mohajer's losses to Bady in
25 violation of the NuVeda's Operating Agreement ("Operating Agreement") thereby exposing
26 NuVeda to tax fraud and audit risks.

27 9. In my professional opinion, Bady and Mohajer's actions have jeopardized
28 NuVeda and its medical marijuana establishment certificates.