

Case Nos. 80427 & 80831

**In the Supreme Court of Nevada**

In the Matter of the Petition of  
CLA PROPERTIES LLC.

SHAWN BIDSAL,  
Appellant,

*vs.*

CLA PROPERTIES LLC,  
Respondent.

CLA PROPERTIES LLC,  
Appellant,

*vs.*

SHAWN BIDSAL,  
Respondent.

Electronically Filed  
Nov 24 2020 06:44 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

from the Eight Judicial District Court, Clark County, Nevada  
The Honorable JOANNA S. KISHNER, District Judge  
District Court Case No. A-19-795188-P

**APPELLANT'S APPENDIX  
VOLUME 5  
PAGES 1001-1250**

DANIEL F. POLSENBERG (SBN 2376)

JOEL D. HENRIOD (SBN 8492)

ABRAHAM G. SMITH (SBN 13,250)

LEWIS ROCA ROTHGERBER CHRISTIE LLP  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
(702) 949-8200

JAMES E. SHAPIRO (SBN 7907)

AIMEE M. CANNON (SBN 11,780)

SMITH & SHAPIRO, PLLC

3333 E. Serene Avenue, Suite 130  
Henderson, Nevada 89074  
(702) 318-5033

*Attorneys for Shawn Bidsal*

**CHRONOLOGICAL TABLE OF CONTENTS TO APPENDIX**

<b>Tab</b>	<b>Document</b>	<b>Date</b>	<b>Vol.</b>	<b>Pages</b>
1	Petition for Confirmation	05/21/19	1	1–56
2	Affidavit of Service (Shawn Bidsal)	05/28/19	1	57–58
3	Peremptory Challenge of Judge	05/28/19	1	59–60
4	Notice of Department Reassignment	05/28/19	1	61
5	Notice of Entry of Stipulation and Order to Stay Proceedings	06/21/19	1	62–67
6	Notice of Entry of Order Granting Motion to Dismiss and Entry of Judgment	06/25/19	1	68–75
7	Respondent’s Opposition to CLA’s Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award	07/15/19	1	76–115
8	Appendix – Part 1	07/15/19	1 2	116–250 251–326
9	Appendix – Part 2	07/15/19	2 3	327–500 501–574
10	Appendix – Part 3 – Part 1	07/15/19	3	575–707
11	Appendix – Part 3 – Part 2	07/15/19	3 4	708–750 751–840
12	Appendix – Part 4	07/15/19	4 5	841–1000 1001–1104
13	Appendix – Part 5	07/15/19	5 6	1105–1250 1251–1276
14	CLA’s Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award	08/05/19	6	1277–1320
15	Appendix to Memorandum of Points and	08/05/19	6	1321–1323

	Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award			
16	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 1	08/05/19	6	1324–1490
17	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 2	08/05/19	6 7	1491–1500 1501–1702
18	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 3	08/05/19	7 8	1703–1750 1751–1889
19	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 4	08/05/19	8 9	1890–2000 2001–2114
20	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 5	08/05/19	9 10	2115–2250 2251–2320
21	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 6	08/05/19	10	2321–2468
22	Reply to CLA’s Memorandum of Points and	08/26/19	10	2469–2498

	Authorities in Opposition to Counterpetition to Vacate Arbitration Award			
23	Appendix – Volume 6	08/26/19	10 11	2499–2500 2501–2525
24	Supplemental Exhibit to Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counterpetition to Vacate Award	09/05/19	11	2526–2534
25	Recorder’s Transcript of Hearing: All Pending Motions	09/10/19	11	2535–2546
26	Recorder’s Transcript of Pending Motions	11/12/19	11	2547–2605
27	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent’s Opposition and Counterpetition to Vacate the Arbitrator’s Award	12/16/19	11	2606–2619
28	Order to Statistically Close Case	12/30/19	11	2620
29	Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2621–2683
30	Affidavit of Rodney T. Lewin, Esq. in Support of Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2684–2709
31	Affidavit of Louis E. Garfinkel, Esq. in Support of Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2710–2734
32	Notice of Appeal	01/09/20	11	2735–2736
33	Case Appeal Statement	01/09/20	11	2737–2740
34	Respondent’s Motion for Stay Pending Appeal	01/17/20	11	2741–2749
35	Respondent’s Opposition to Petitioner CLA Properties, LLC’s Motion for Attorney’s	01/17/20	11 12	2750 2751–2879

	Fees and Costs			
36	Petitioner CLA Properties, LLC's Reply in Support of Motion for Attorney's Fees and Costs	01/27/20	12	2880–2889
37	Affidavit of Louis E. Garfinkel, Esq. in Support of Petitioner CLA Properties, LLC's Reply in Support of Motion for Attorney's Fees and Costs	01/27/20	12	2890–2911
38	Supplemental Affidavit of Rodney T. Lewin, Esq. in Support of Petitioner CLA Properties, LLC's Reply in Support of Motion for Attorney's Fees and Costs	01/27/20	12	2912–2919
39	Petitioner CLA Properties, LLC's Opposition to Respondent Shawn Bidsal's Motion for Stay Pending Appeal	01/31/20	12	2920–2943
40	Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal	01/31/20	12	2944–2956
41	Recorder's Transcript of Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs	02/04/20	12	2957–2990
42	Respondent's Reply to CLA Properties, LLC's Motion for Stay Pending Appeal	02/11/20	12 13	2991–3000 3001–3011
43	Recorder's Transcript of Pending Motions	02/18/20	13	3012–3048
44	Notice of Entry of Order Denying Petitioner CLA Properties, LLC's Motion for Attorney's Fees and Costs	03/05/20	13	3049–3055
45	Amended Notice of Entry of Order Denying Petitioner CLA Properties, LLC's Reply in Support of Motion for Attorney's Fees and Costs	03/06/20	13	3056–3062
46	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal	03/10/20	13	3063–3067

47	Notice of Appeal	03/13/20	13	3068–3069
48	Case Appeal Statement	03/13/20	13	3070–3074
49	Notice of Posting Cash in Lieu of Bond	03/20/20	13	3075–3078

**ALPHABETICAL TABLE OF CONTENTS TO APPENDIX**

<b>Tab</b>	<b>Document</b>	<b>Date</b>	<b>Vol.</b>	<b>Pages</b>
40	Affidavit of Benjamin Golshani in Opposition to Respondent’s Motion for Stay Pending Appeal	01/31/20	12	2944–2956
31	Affidavit of Louis E. Garfinkel, Esq. in Support of Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2710–2734
37	Affidavit of Louis E. Garfinkel, Esq. in Support of Petitioner CLA Properties, LLC’s Reply in Support of Motion for Attorney’s Fees and Costs	01/27/20	12	2890–2911
30	Affidavit of Rodney T. Lewin, Esq. in Support of Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2684–2709
2	Affidavit of Service (Shawn Bidsal)	05/28/19	1	57–58
45	Amended Notice of Entry of Order Denying Petitioner CLA Properties, LLC’s Reply in Support of Motion for Attorney’s Fees and Costs	03/06/20	13	3056–3062
8	Appendix – Part 1	07/15/19	1 2	116–250 251–326
9	Appendix – Part 2	07/15/19	2 3	327–500 501–574
10	Appendix – Part 3 – Part 1	07/15/19	3	575–707
11	Appendix – Part 3 – Part 2	07/15/19	3 4	708–750 751–840
12	Appendix – Part 4	07/15/19	4 5	841–1000 1001–1104
13	Appendix – Part 5	07/15/19	5 6	1105–1250 1251–1276

23	Appendix – Volume 6	08/26/19	10 11	2499–2500 2501–2525
15	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award	08/05/19	6	1321–1323
16	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 1	08/05/19	6	1324–1490
17	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 2	08/05/19	6 7	1491–1500 1501–1702
18	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 3	08/05/19	7 8	1703–1750 1751–1889
19	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 4	08/05/19	8 9	1890–2000 2001–2114
20	Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 5	08/05/19	9 10	2115–2250 2251–2320
21	Appendix to Memorandum of Points and Authorities in Support of Petition for Con-	08/05/19	10	2321–2468



	firmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award-Part 6			
33	Case Appeal Statement	01/09/20	11	2737–2740
48	Case Appeal Statement	03/13/20	13	3070–3074
14	CLA’s Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award	08/05/19	6	1277–1320
32	Notice of Appeal	01/09/20	11	2735–2736
47	Notice of Appeal	03/13/20	13	3068–3069
4	Notice of Department Reassignment	05/28/19	1	61
44	Notice of Entry of Order Denying Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	03/05/20	13	3049–3055
6	Notice of Entry of Order Granting Motion to Dismiss and Entry of Judgment	06/25/19	1	68–75
27	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent’s Opposition and Counterpetition to Vacate the Arbitrator’s Award	12/16/19	11	2606–2619
46	Notice of Entry of Order Granting Respondent’s Motion for Stay Pending Appeal	03/10/20	13	3063–3067
5	Notice of Entry of Stipulation and Order to Stay Proceedings	06/21/19	1	62–67
49	Notice of Posting Cash in Lieu of Bond	03/20/20	13	3075–3078
28	Order to Statistically Close Case	12/30/19	11	2620
3	Peremptory Challenge of Judge	05/28/19	1	59–60
39	Petition CLA Properties, LLC’s Opposition to Respondent Shawn Bidsal’s Motion for	01/31/20	12	2920–2943

	Stay Pending Appeal			
1	Petition for Confirmation	05/21/19	1	1–56
29	Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/03/20	11	2621–2683
36	Petitioner CLA Properties, LLC’s Reply in Support of Motion for Attorney’s Fees and Costs	01/27/20	12	2880–2889
25	Recorder’s Transcript of Hearing: All Pending Motions	09/10/19	11	2535–2546
26	Recorder’s Transcript of Pending Motions	11/12/19	11	2547–2605
43	Recorder’s Transcript of Pending Motions	02/18/20	13	3012–3048
41	Recorder’s Transcript of Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	02/04/20	12	2957–2990
22	Reply to CLA’s Memorandum of Points and Authorities in Opposition to Counterpetition to Vacate Arbitration Award	08/26/19	10	2469–2498
34	Respondent’s Motion for Stay Pending Appeal	01/17/20	11	2741–2749
7	Respondent’s Opposition to CLA’s Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award	07/15/19	1	76–115
35	Respondent’s Opposition to Petitioner CLA Properties, LLC’s Motion for Attorney’s Fees and Costs	01/17/20	11 12	2750 2751–2879
42	Respondent’s Reply to CLA Properties, LLC’s Motion for Stay Pending Appeal	02/11/20	12 13	2991–3000 3001–3011
38	Supplemental Affidavit of Rodney T. Lewin, Esq. in Support of Petitioner CLA Properties, LLC’s Reply in Support of Motion for Attorney’s Fees and Costs	01/27/20	12	2912–2919

24	Supplemental Exhibit to Appendix to Memorandum of Points and Authorities in Support of Petition for Confirmation of Arbitration Award and in Opposition to Counter-Petition to Vacate Award	09/05/19	11	2526–2534
----	---	----------	----	-----------

**CERTIFICATE OF SERVICE**

I certify that on November 24, 2020, I submitted the foregoing  
“Appellant’s Appendix” for filing via the Court’s eFlex electronic filing  
system. Electronic notification will be sent to the following:

Louis E. Garfinkel  
LEVINE & GARFINKEL  
1671 W. Horizon Ridge Pkwy.  
Suite 230  
Henderson, Nevada 89102

Rodney T. Lewin  
LAW OFFICES OF RODNEY T.  
LEWIN, APC  
8665 Wilshire Blvd., Suite 210  
Beverly Hills, California 90211

Robert L. Eisenberg  
LEMONS, GRUNDY & EISENBERG  
6005 Plumas Street  
Third Floor  
Reno, Nevada 89519

*Attorneys for CLA Properties LLC*

/s/ Cynthia Kelley  
An Employee of Lewis Roca Rothgerber Christie LLP

1 During the process, each of the parties made numerous disclosures. Bidsal made 6 disclosures  
2 producing almost 700 pages of documents; CLA made three disclosures pursuant to JAMS Rule  
3 17A. producing just under one thousand pages of documents. One deposition was taken, that of  
4 attorney David LeGrand.

5 The evidentiary hearing took place on May 8 and 9, 2018 in Las Vegas, Nevada, as demanded  
6 by Mr. Bidsal.

7 The Arbitrator issued his Merits Order No. 1 on October 9, 2018, expressly finding in favor of  
8 CLA and against Bidsal on the claims and counterclaims, and further finding that CLA was the  
9 prevailing party. (See, e.g., page 4, ¶ 7 and page 12, ¶ 12 of Merit Order No. 1).

10  
11 **III. ARTICLE III, SECTION 14.1 OF THE GREEN VALLEY OPERATING**  
12 **AGREEMENT PROVIDES FOR AN AWARD OF ATTORNEYS' FEES AND**  
13 **COSTS.**  
14

15 Section 14.1 of the Green Valley Operating Agreement, provides that all disputes between the  
16 parties shall be settled by arbitration and that "at the conclusion of the arbitration, the arbitrator  
17 shall award the costs and expenses (including the cost of the arbitration previously advanced  
18 and the fees and expenses of attorneys, accountants, and other experts) to the prevailing  
19 party." (*Emphasis added*) As the prevailing party, CLA therefore is entitled to an award of all of  
20 its attorneys' fees, costs and expenses relating to the arbitration.

21  
22 **IV. ARGUMENT**

23 What should have been a straightforward contractual interpretation case was turned on its  
24 head by Bidsal's litigation strategy which he pursued notwithstanding the clear, specific and  
25 express "specific intent" language of the last paragraph of Section 4.2 which has been found by  
26 the Arbitrator to prevail over any possible attempt to create an ambiguity in Section 4.2's rights  
27 and obligations. (See P. 4, paragraph 7A of Merits Order No. 1). Having forced CLA to defend  
28 against his meritless strategy, Bidsal must now pay the fees, costs and expenses incurred by CLA.

1 In order to avoid such specific intent language, Mr. Bidsal took the position that the intent  
2 language was "meaningless" and engaged in a shell game to create confusion and distraction to  
3 draw attention away from and ignoring the language of Section 4.2, making the false and  
4 disproven claim that he was entitled to an appraisal. In support of this claim, Bidsal argued,  
5 among other things, that Mr. Golshani was the sole drafter of the Buy-Sell language. Disproving  
6 these assertions necessitated reviewing and analyzing thousands of pages of documents, including  
7 the many drafts of the operating agreement and the email communications between the parties, all  
8 of which were voluminous and time consuming.

10 The result of this was that CLA was forced to litigate this case which resulted in significant  
11 expense, an expense that the controlling documents and fairness demand be paid by Mr. Bidsal.

12 **V. THE FEES, COSTS AND EXPENSES SOUGHT BY CLA ARE REASONABLE**  
13 **AND JUSTIFIED IN AMOUNT.**

15 In determining the reasonableness of the fees sought, the Arbitrator should consider and  
16 weigh the factors set forth by the Supreme Court of Nevada in the case of *Brunzell v. Golden*  
17 *Gate Nat'l Bank* (85 Nev. 345, 455 P2d 31 (1969) regarding an award of attorneys' fees. The  
18 *Brunzell Court* stated that the Court (here, the arbitrator) should consider (1) the qualities of the  
19 advocate: his ability, training, education, experience, professional standing and skill; (2) the  
20 character of the work to be done: its difficulty, its intricacy, its importance, time and skill  
21 required, the responsibility imposed and the prominence and character of the parties where they  
22 affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill,  
23 time and attention given to the work; and (4) the result: whether the attorney was successful and  
24 what benefits were derived.

26 Applying the *Brunzell* factors, the fees sought by CLA are reasonable and justified.

27 The first *Brunzell* factor is the qualities of the advocate, including ability, training, education,  
28 experience, professional standing and skill. Rodney Lewin has been practicing business and real

1  
2 estate law since 1976 (42 years) and has had his own firm since 1981. Richard Agay, of counsel  
3 to the Lewin firm, has been practicing law since 1957 (60 years), and was originally with the  
4 prominent Beverly Hills law firm Cooper Epstein & Hurwitz. Mr. Agay was also the prevailing  
5 counsel before the Supreme Court and the creation of the so-called "Comden" rule, *Comden v.*  
6 *Superior Court* 20 Cal.3d 906 (1978). He was also trial counsel and appellate counsel in *Young v.*  
7 *Rosenthal*, 212 Cal.App.3d 96 (1989) which, when issued, was at the time in a published decision  
8 the highest award for frivolous appeal in favor of responding party. Mr. Agay's hourly rate of  
9 \$395.00 an hour is *far below* the hourly rate of similarly qualified and skilled attorneys in the Los  
10 Angeles community with similar experience and qualifications.

11  
12 Louis Garfinkel (Las Vegas counsel) has been licensed to practice law in the State of Nevada  
13 since 1988 (30 years). He started practicing law with the prominent firm of Lionel Sawyer &  
14 Collins and in 1997 started his own firm. His normal and customary hourly billing rate of  
15 \$375.00 per hour is well within market rates for Las Vegas attorneys.

16  
17 The second *Brunzell* factor is the character of the work to be performed including difficulty,  
18 intricacy, importance, time, and skill required, and responsibility imposed and the prominence  
19 and character of the parties where they affect the importance of the litigation. As noted, it was  
20 Mr. Bidsal who created the need for much of the review, analysis and work that needed to be  
21 done in order to oppose his claims. This included review of more than a thousand pages of  
22 documents going back many years, a day long deposition of David LeGrand, and preparing for  
23 and attending the arbitration evidentiary hearing (which at the insistence of Bidsal took place in  
24 Las Vegas even though the parties and the Arbitrator were Los Angeles residents).

25  
26 As more specifically laid out in Mr. Lewin's Declaration, both Mr. Lewin and Mr. Agay did  
27 extensive work in this matter, including filing a detailed Rule 18 motion for summary judgment  
28 (and opposing Bidsal's) Rule 18 motion, opposing Bidsal's motion to stay the arbitration,

1  
2 preparing for the arbitration and filing detailed closing and reply briefs.

3 It should also be noted that the Lewin firm, in addition to a substantial amount of time  
4 recorded as "no charge" (see billing statements, Exhibit A) from time to time provided  
5 reductions (credits) in the billing for CLA (\$28,008.06) which should serve to nullify any claims  
6 by Bidsal of duplication or overlap.  
7

8 Mr. Garfinkel's time was less significant but necessary since that the operative law was  
9 Nevada's. In addition, it was Mr. Garfinkel who attended Mr. LeGrand's deposition and  
10 coordinated his production of documents and provided valuable research and assistance with  
11 respect to the controlling Nevada law.  
12

13 In any event, Bidsal should not be heard to complain about the number of lawyers working  
14 on this case as Mr. Bidsal had three (3), i.e., James Shapiro and Sheldon Herbert of the firm of  
15 Smith & Shapiro, and Daniel Goodkin of the firm of Goodkin & Lynch in Los Angeles. Both  
16 Mr. Goodkin and Mr. Shapiro appeared and both participated at the Rule 18 and the Evidentiary  
17 Hearing.  
18

19 The third *Brunzell* factor is the work performed by the lawyer including skill, time, and  
20 attention given to work. Attached hereto are the Declarations of Rodney Lewin and Louis  
21 Garfinkel, which provide extensive details of the work performed in this case, including detailing  
22 some of the work, not all, that was caused by **Mr. Bidsal's insistence on pursuing a litigation**  
23 **strategy that was contradicted by the very agreement that the attorney he chose drafted.**

24 The last *Brunzell* factor is the result and whether the attorney was successful and what  
25 benefits were derived. There is no question that CLA was successful, having obtained the rights  
26 to purchase Mr. Bidsal's interest according to the terms and conditions of the Operating  
27 Agreement. CLA's litigation goals in this arbitration were satisfied.  
28

As a result of Mr. Bidsal's litigation tactics, the total time expended by attorneys Rodney T.



Lewin, Richard Agay, and Louis Garfinkel in connection with this matter through the date of this filing are 598.30 hours. In addition, there was 34.4 hours of legal assistant time expended.

The total time spent by Rodney T. Lewin was 151.05 hours, Richard Agay 377 hours, Louis Garfinkel 70 hours, and legal assistant Jack Margolin (also known as Jack Liev) 34.40 hours. The total charged for all of this time is \$249,078.75.

All of the hours billed as set forth herein were billed in conjunction with the voluminous documents produced, the filings, motions, and discovery and the Evidentiary Hearing.

In addition, CLA is entitled to recover the time expended in connection with this Motion for Attorneys' Fees and Costs. As set forth in the Declaration of Rodney T. Lewin, included in the his total attorney time are the hours spent in preparing this motion (October billing), which included carefully reviewing all of the relevant bills, invoices, and billing entries, preparing this instant Motion and the supporting declarations.

CLA also incurred expenses which were paid either through counsel or directly by it in connection with fees charged by and paid to JAMS (including the Arbitrator's fees) and the evidentiary hearing held in Las Vegas. CLA's costs and expenses included:

1) JAMS and Arbitrator fees	\$16,445.00
2) Ben Golshani Travel to Las Vegas for 3/20/18 Deposition of LeGrand	\$207.60
3) Travel to Las Vegas (evidentiary hearing) (Rodney Lewin and Ben Golshani including taxi)	\$ 984.25
4) Hotel for Evidentiary Hearing in Las Vegas 5/7-5/9 (two nights) (Rodney Lewin and Ben Golshani)	\$984.52
5) Meals 5/7-5/8	\$333.28
6) Reporter costs (Deposition of David LeGrand)	\$2,240.22
7) Litigation Services (Hearing Transcripts)	\$3,698.38
8) Delivery, photocopy costs, Parking, and miscellaneous costs	<u>\$4,105.59</u>
<b>TOTAL:</b>	<b>\$29,200.07</b>

In addition, this Motion and the Interim Award are being submitted concurrently and are

001006

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: October 30, 2018

By \_\_\_\_\_  
RODNEY T. LEWIN,  
Attorneys for Claimant/Counter Respondent  
CLA Properties, LLC

**DECLARATION OF RODNEY T. LEWIN**

**DECLARATION OF RODNEY T. LEWIN**

I, Rodney T. Lewin, do hereby declare:

1. I am an attorney at law duly licensed to practice before all the Courts of the State of California, and represent Claimant CLA Properties, LLC ("CLA") in this action. The facts set forth herein are based upon my personal knowledge, and if called to testify thereto, I could and would competently do so.

2. Attached hereto as Exhibit "A" are true and correct copies of the billing statements sent to CLA Properties relating to the Green Valley arbitration. Included in Exhibit "A" is our Pre-Bill for the month of October, 2018 to date. Some portions of the statements have been redacted to protect attorney-client privileges, some entries which were for the related case Bidsal vs. Golshani now pending in the Nevada District Court relating to the Mission Square LLC. Some of the time entries have been adjusted with handwritten notations made by me to reflect adjustments in the amounts charged where I thought it was appropriate. I am also one of the custodians of records at the Law Offices of Rodney T. Lewin who maintains the files in connection with my firm's representation of CLA in this action. The bills attached as Exhibit "A" reflect the daily time entries made by me, Richard Agay, and legal assistant Jack Margolin working on this matter under my supervision and direction. These billing records were made in the regular course of business, made at or near the actions described therein. The billing is recorded daily into a computer program and a monthly bill is created therefrom. The method employed to prepare the billing records insure that the records are accurate and trustworthy. The time spent on this matter was recorded in our file No. 7157. This file number was assigned for the litigation associated with arbitration between CLA and Mr. Bidsal.



- Rodney Lewin 151.05 hours
- Richard Agay 377 hours
- Louis Garfinkel 70 hours (per Mr. Garfinkel's declaration and billing)
- Jack Margolin 34.4 hours

6. Attached hereto as Exhibit "B" are true and correct copies of back-up documentation for the costs and expenses. The costs that were paid through my firm are detailed on the billing statements. In conjunction with that, I have attached copies of true and correct copies (redacted) of (i) portions of my American Express billing statement showing my travel expenses to Las Vegas, (ii) a billing summaries I have received from JAMS showing the payments made both by my office and directly by my client to JAMS for the cost of the arbitration and the arbitrator fees, and (iii) the invoice from Litigation Services and Technology, who provided the court reporter for the hearing. The JAMS fees were paid \$1,200.00 through my office, the balance being paid directly by CLA. In addition, I have attached copies of invoices and receipts I received from my client showing payment of his travel expenses back and forth from Las Vegas both for the deposition of David LeGrand on March 20, 2018 and for the arbitration as well as for our hotel stay on May 7 through 9, 2018. Although Shawn Golshani also attended the arbitration, and even though he assisted me during the arbitration, we are not seeking reimbursement for his travel and hotel expenses. Finally, I have attached true and correct copies of miscellaneous bills from my office showing costs incurred for deliveries. As for photocopy charges, those are recorded electronically through the operation of our copy machine. In order to make a copy, we have to insert a file number before the copy machine will make a copy. The copy charges are then tabulated by file number and the charges (20 cents for black and white and 75 cents for color) are then recorded onto the monthly billing statement. Each monthly statement has an amount set forth for photocopies which I reviewed for accuracy before the billing statements were sent out.

7. I have been practicing law for forty-two years. My practice has always focused on

business and real estate litigation. This matter was very heavily contested. Mr. Bidsal's litigation tactics required us to review more than a thousand pages of documents going back many years. The documents in this case filled several volumes of exhibits and the briefing in connection with both the Rule 18 motions and the evidentiary hearing were detailed and voluminous. It was Mr. Bidsal's litigation strategy and, frankly, assertions of false positions that caused CLA to incur a significant amount of fees and costs that would have been otherwise unnecessary. Thus in addition to preparing witness and exhibit lists and CLA's document production, as well as that of Mr. LeGrand and Mr. Bidsal we drafted, edited and filed the following papers, and conducted necessary research in connection therewith, including locating and assembling appropriate exhibits thereto:

- October 25, 2017 Opposition to Motion To Stay Arbitration;
- January 8, 2018 Claimant's Rule 18 Motion Etc;
- January 19, 2018 Claimant's Response to Respondent's Opening Brief Etc.
- January 19, 2018 Claimant's Objections To Respondent's Evidence;
- January 25, 2018 Reply In Support of Claimant's Rule 18 Motion;
- May 3, 2018 Claimant's Hearing Brief;
- June 28, 2018 Claimant's Closing Argument Brief; and
- July 18, 2018 Claimant's Closing Argument Responsive Brief.

8. To highlight some of Mr. Bidsal's litigation tactics which caused us to perform work (as is detailed in our billing statements attached as Exhibit \_\_) I set forth the following:

8.1 On October 16, 2017, Bidsal filed a motion to stay the arbitration on the grounds that the Operating Agreement required an attempt at resolution and none had taken place. In fact, as shown by the opposition, the parties had met to try to resolve the dispute, and were not

1 successful. Bidsal's attorney, James Shapiro, had acknowledged that they had met and on  
2 August 16, 2017, stating, into part, "[I]t appears that the matter will need to be resolved thro ugh  
3 litigations as Mr. Golshani and Mr. Bidsal were unable to resolve their differences . . . Mr. Bidsal  
4 is ready to proceed forward with Arbitration." As could be expected, the motion was denied, but  
5 not before papers in opposition had to be prepared and a hearing conducted;  
6

7 8.2 Everything that occurred after the hearing on Rule 18 motion could have been  
8 avoided, but for Bidsal's frivolous claims. After all, in James Shapiro's July 7, 2017 offer on  
9 behalf of Bidsal, he said "Unless contested in accordance with the provisions of Section 4.2 of  
10 Article V of the Operating Agreement, the foregoing FMV [the \$5,000,000.00 amount] shall be  
11 used to calculate the purchase price of the Membership Interest to be sold. Note: not the purchase  
12 price for "your interest," but the purchase price "of the Membership Interest to be sold." Yet this  
13 matter went on for months later with discovery, production and ultimately an evidentiary hearing,  
14 all because Bidsal claimed the "FMV" was not "the foregoing FMV" stated in his July 7, 2017  
15 offer. All that even though Bidsal's sole explanation was a claim that a layman's "technically  
16 inappropriate" error could not change the proper interpretation, which necessitated our pointing  
17 out that the statement was made by Bidsal through the mouth of his own attorney:  
18

19  
20 8.3 Bidsal's "Opening Brief" regarding the Rule 18 Motion dated January 8, 2018  
21 ("BOB") consisting of some hundred pages or so, included as an exhibit "B" a purported copy of  
22 Section 4 of Article V of the Green Valley Operating Agreement, and on its face acknowledges  
23 that he has added language *not found* in Section 4;  
24

25 8.4 To disprove Bidsal's contention that Mr. Golshani was the draftsman of Section 4,  
26 CLA was forced to go through all the drafts to demonstrate how Section 4 came to be as it is,  
27 including proving that Mr. Bidsal was in control of the final draft of the Operating Agreement,  
28





1 accepted, CLA was forced repeatedly to explain in briefs that such contention would make it  
2 impossible to apply the formula to determine the "buyout amount." And similarly we were  
3 forced repeatedly to note that Bidsal never responded to that fact. And it was that fact that was  
4 ultimately relied upon by the Arbitrator in Merits Order No. 1.

5  
6 8.12 Most of this would have been avoided but for Bidsal's refusal to acknowledge the  
7 "stated intent" provision. The change in his position at the Rule 18 hearing which he made  
8 only after the discussion of "rough justice" at the Rule 18 hearing is noteworthy. Initially when  
9 the Arbitrator asked for each side's respective contentions regarding whether section 4.2 was  
10 ambiguous, both CLA and Bid both said no! Only after the aforementioned comments (i.e.  
11 "rough justice") did Bidsal change his tune.

12  
13 9. In addition to the attorneys' fees CLA incurred, it also incurred costs and expenses in  
14 connection with this arbitration. This included the Jams and Arbitrator fees as well as the costs  
15 and expenses incurred in connection with the LeGrand deposition and attending the evidentiary  
16 hearings in Las Vegas. Attached hereto as Exhibit "C" is a summary of the fees, costs and  
17 expenses incurred and paid by CLA, including of the costs paid in connection with the travel  
18 expenses for the Las Vegas arbitration.

19  
20 10. I estimate that Mr. Agay and I will spend an additional 15 hours (subject to proof)  
21 reviewing Mr. Bidsal's objections to the Interim Award and this motion (which objections are  
22 expected to be voluminous), as well as analyzing the cases cited by Mr. Bidsal, preparing any  
23 necessary evidentiary objections to the opposing declaration(s), researching and preparing the  
24 reply memorandum in support of the motion, and preparing for and attending oral argument on  
25 the motion. I request that the amount actually awarded take into consideration of that additional  
26 time. Estimating the time at 10 hours at Mr. Agay's billing rate (\$395) and mine (\$475), based on  
27  
28

1 10 hours for Mr. Agay and 5 hours for me, the amount which has been added to our request is  
2 \$6,325.00, and which should be subject to final confirmation at the conclusion of the hearing.  
3

4 11. Thus, Claimant seeks a total award of attorneys' fees of \$255,403.75 (which includes  
5 the estimated fees of \$6,325.00)<sup>2</sup> and 29,200.07 in costs and expenses.  
6

7 I declare under penalty of perjury under the laws of the State of Nevada and the State of  
8 California that the foregoing is true and correct. Executed this 30th day of October, 2018 at  
9 Beverly Hills, California.  
10

11   
12 \_\_\_\_\_  
13 RODNEY T. LEWIN  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<sup>2</sup> 15 hours which may be more or less depending on Respondent's opposition and submission of my actual  
with the further hearing as outlined above

**DECLARATION OF LOUIS GARFINKEL**

1                                    DECLARATION OF LOUIS E. GARFINKEL, ESQ.

2            I, Louis Garfinkel, do hereby declare:

3            1.     I am an attorney at law duly licensed to practice before all of the Courts of the  
4            State of Nevada and represent Claimant CLA Properties, LLC ("CLA") in this action. The facts  
5            stated herein are based upon my personal knowledge and if called to testify thereto, I could do so.

6            2.     Attached as Exhibit D to this Motion for Attorneys' Fees and Costs are true and  
7            correct copies of the billing statements from my office sent to CLA relating to the Green Valley  
8            arbitration. Some portions of the statements have been redacted to protect attorney-client  
9            privilege.

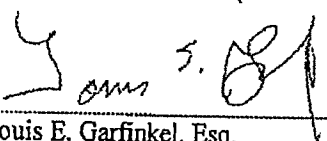
10           3.     I am the custodian of records relating to this file on behalf of Levine, Garfinkel &  
11           Eckersley. The billing statements so attached were made under my supervision and direction and  
12           were made in the regular course of business. I record my time into a computer program and a  
13           monthly bill is created therefrom. The method employed for preparing our firm's billing records  
14           are to ensure that the records are accurate and trustworthy. The file number 35338.002 was  
15           assigned to the litigation associated with the arbitration between CLA and Mr. Bidsal. I have  
16           reviewed every entry contained in the billing records submitted herewith. Each of the entries  
17           contains a reasonable description of the work I performed and time spent, all of which time was  
18           spent on CLA's behalf in this arbitration.

19           4.     I have been practicing law in the State of Nevada since 1988. I started practicing  
20           with the firm of Lionel Sawyer & Collins and in 1997 started my own firm. My hourly rate on  
21           this matter is \$375.00 an hour which is my normal and customary billing rate and is well within  
22           the market in Las Vegas for this type of case.

23           5.     My bills also reflect the costs which I advanced on behalf of CLA. Included in  
24           these costs were the costs associated for the deposition of David LeGrand which was taken in the  
25           related case of Bidsal v. Golshani which is related to the Mission Square LLC dispute. It was  
26           agreed with Mr. Bidsal's counsel that the LeGrand deposition be used for both the Mission  
27           Square case and this arbitration. I incurred costs in connection with that deposition as follows: A  
28           \$3.50 fee for the electronic service of a Notice of Deposition, \$44.00 for a witness fee to Mr.

1 LeGrand, and the cost of the deposition transcript which totaled \$2,192.72. A copy of the invoice  
2 for the LeGrand deposition transcript will be provided to the Arbitrator. I also charged for  
3 photocopies and some miscellaneous costs, all of which are set forth in my billing. I spent a total  
4 of 70.00 hours working on this matter. CLA was charged legal fees in the amount of \$23,771.75  
5 and costs in the amount of \$2,530.34. The total fees and costs that I charged CLA up until the  
6 date of this Declaration (after discounts) is \$26,302.09.

7 6. I declare under penalty of perjury under the laws of the State of Nevada that the  
8 foregoing is true and correct.

9  
10  
11   
12 Louis E. Garfinkel, Esq.

**EXHIBIT "A"**

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

August 31, 2017

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 18604

Professional Services

		<u>Hours</u>	<u>Amount</u>
08/02/17	RTL TELEPHONE CALL TO BEN; REVIEW EMAIL; REVIEW OPERATING AGREEMENT AND DRAFT LETTER; CONFERENCE, INTRA-OFFICE RE CLIENT [REDACTED] DRAFT E-MAIL TO [REDACTED]	1.10	522.50
	RTL E-MAIL COMMUNICATIONS WITH [REDACTED]	0.25	118.75
	RDA REVIEWED PURCHASE/SALE PROVISION AND CONFERENCE, INTRA-OFFICE WITH RTL	0.40	158.00
08/03/17	RTL REVIEW [REDACTED] AND E-MAIL TO BEN	0.25	118.75
	RTL REVIEW REVISED LETTER AND COMMENTS; REVIEW AND REVISE SAME AN E-MAIL TO CLIENT.	0.75	356.25
08/04/17	RTL TELEPHONE CALL FROM BEN AND EMAIL.	0.10	47.50
08/08/17	RTL REVIEW LETTER AND TELEPHONE CALL WITH BEN RE SAME AND STRATEGY;	0.10	47.50
	RTL TELEPHONE CALL TO OPPOSING COUNSEL; TELEPHONE CALL TO CLIENT; E-MAIL TO OPPOSING COUNSEL;	0.75	356.25
08/10/17	RTL EMAIL TO OPPOSING COUNSEL;	0.15	71.25
08/14/17	RTL TELEPHONE CALL FROM BEN; E-MAIL TO BEN AND E-MAIL COMMUNICATIONS WITH SHAPIRO	0.35	166.25
08/16/17	RTL REVIEW E-MAIL COMMUNICATIONS TO AND FROM OPPOSING COUNSEL [REDACTED] TELEPHONE CALL FROM BEN; TELEPHONE CALL TO [REDACTED]	0.70	332.50
08/17/17	RTL [REDACTED] AND [REDACTED]	0.50	237.50
	RTL E-MAILS TO GARFINKEL	0.30	142.50
	RTL TELEPHONE CALL FROM GARFINKEL	0.10	47.50
08/18/17	RTL TELEPHONE CALL FROM GARFINKEL	0.10	47.50
08/21/17	RTL TELEPHONE CALL FROM BEN; REVIEW EMAIL FORM OPPOSING COUNSEL;	0.20	95.00
08/22/17	RTL TELEPHONE CALL FROM LOUIS RE SERVICE; E-MAIL COMMUNICATION WITH OPPOSING COUNSEL;	0.15	71.25
08/25/17	RTL REVIEW E-MAIL COMMUNICATION; LETTER TO GARFINKEL	0.30	142.50
08/28/17	RTL TELEPHONE CALL FROM BEN (N/C); LETTER TO SHAPIRO; TELEPHONE CALL TO GARFINKEL RE ISSUES AND STRATEGY; E-MAIL TO GARFINKEL	0.75	356.25
08/29/17	RTL TELEPHONE CALL FROM LOUIS RE STRATEGY AND TO DO	0.20	95.00
08/30/17	RTL LETTER TO BEN	0.25	NO CHARGE
For professional services rendered		7.75	\$3,530.50

Additional Charges :

08/31/17	COS PHOTOCOPY CHARGES	6.60
	COS FAX CHARGES	3.80

APPENDIX000895



BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

August 31, 2017

Page 2

Total costs	<u>Amount</u>
	\$10.40
Total amount of this bill	
Please replenish Client funds with	\$3,540.90
	\$3,640.20
Balance due	
	<u>\$7,181.10</u>

Name	Attorney Summary		
RICHARD D. AGAY	Hours	Rate	Amount
RODNEY T. LEWIN	0.40	395.00	\$158.00
	7.10	475.00	\$3,372.50

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
 WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
 PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

Previous balance of Client Funds	
New balance of Client Funds	\$1,359.80
	<u>\$1,359.80</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

September 30, 2017

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 18714

Professional Services

	Hours	Amount
09/05/17 RTL REVIEW JAMS ALTERNATIVE RULES AND POSSIBLE NEUTRALS' TELEPHONE MESSAGE TO SHAPIRO; E-MAIL TO OPPOSING COUNSEL;	0.90	427.50
09/07/17 RTL [REDACTED]		
09/08/17 RTL [REDACTED]		
09/11/17 RTL [REDACTED]		
09/12/17 COB [REDACTED]		
RTL [REDACTED]		
09/14/17 RTL [REDACTED]		
[REDACTED] TELEPHONE MESSAGE TO SHAPIRO; REVIEW GV OPPOSITION AGREEMENT RE APPRAISAL PROCESS TIMING; LETTER TO SHAPIRO		.35 & 166-
09/15/17 RTL REVIEW E-MAIL FROM BEN; REVIEW OPERATING AGREEMENT; AND TELEPHONE CALL WITH BEN;	0.50	237.50
09/20/17 RTL REVIEW LETTER FROM SHAPIRO; CONFERENCE, INTRA-OFFICE RE SAME	0.20	95.00
09/26/17 RDA REVIEWING ARBITRATION PROVISIONS; REVIEWING PAPERS IN FILE IN ORDER TO COMPLETE ARBITRATION DEMAND; TELEPHONE CALLS TO JAMS TO DETERMINE ACCEPTABILITY OF SIGNING BY ATTORNEY AND SERVICE BY MAIL; DRAFT ARBITRATION DEMAND	0.75	296.25
09/27/17 RTL TELEPHONE CALL FROM SCOTT AT ADR; E-MAIL	0.25	118.75
09/29/17 RTL REVIEW BIDSAL LETTER; E-MAIL AND TELEPHONE CALL FROM LOUIS; REVIEW E-MAIL COMMUNICATION FROM JAMS	0.25	118.75
For professional services rendered	12.00	\$5,530.00

Additional Charges :

09/01/17 COS [REDACTED]	
09/26/17 COS JAMS - ARBITRATION FEES	1,200.00
09/30/17 COS FAX CHARGES	1.20
COS PHOTOCOPY CHARGES	61.00
COS PHOTOCOPY CHARGES (COLOR)	15.75

Total costs

\$1,402.95

Total amount of this bill

\$6,932.95

Previous balance

\$3,540.90

APPENDIX000897

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

September 30, 2017

Page 2

	<u>Amount</u>
9/21/2017 Payment - thank you. Check No. 1170	( <u>\$3,540.90</u> )
Total payments and adjustments	( <u>\$3,540.90</u> )
Balance due	<u>\$6,932.95</u>

<u>Name</u>	<u>Attorney Summary</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CHANDLER O. BARTLETT	1.10	375.00	\$412.50
RICHARD D. AGAY	0.75	395.00	\$296.25
RODNEY T. LEWIN	10.15	475.00	\$4,821.25

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

Previous balance of Client Funds	\$1,359.80
9/21/2017 Payment to account. Check No. 1172	\$1,140.20
9/21/2017 Payment to account. Check No. 1171	\$2,500.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

October 31, 2017

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 18874

Professional Services

		<u>Hours</u>	<u>Amount</u>
10/05/17	RTL TELEPHONE CALL FROM LOUIS; REVIEW STRIKE LIST AND RESPOND.	0.50	237.50
	RTL TELEPHONE CALL TO BEN (N/C); PREPARE AND E-MAIL STRIKE LIST TO ARBITRATION;	0.25	118.75
10/09/17	RTL REVIEW LETTER; AND SECTION OF OPERATING AGREEMENT; TELEPHONE CALL WITH TO SHAPIRO; E-MAIL TO CLIENT	0.40	190.00
10/10/17	RTL REVIEW E-MAIL; LETTER TO SHAPIRO; REVIEW APPOINTMENT OF ARBITRATOR AND E-MAIL RE SAME	0.65	308.75
10/12/17	RTL TELEPHONE CALL FROM LOUIS RE DISCOVERY AND OTHER ISSUES.	0.15	71.25
10/17/17	RTL REVIEW E-MAIL HISTORY FOR OPPOSITION TO MOTION TO STAY	0.25	118.75
	RTL REVIEW MOTION; DRAFT OPP	2.30	1,092.50
10/19/17	RTL REVIEW AND REVISE OPPOSITION; E-MAIL	0.35	166.25
10/20/17	RTL REVIEW EDIT FROM LOUIS; REVIEW AND REVISE OPPOSITION AND E-MAIL;	0.50	237.50
10/22/17	RTL TELEPHONE CALL FROM LOUIS RE RULE 16 CONFERENCE STRATEGY;	0.15	71.25
10/23/17	RTL REVIEW BEN'S [REDACTED] AND REVIEW AND REVISE OPPOSITION; E-MAIL;	0.40	190.00
10/25/17	RTL FINALIZE MOTION AND E-MAIL TO DANA (CASE MANAGER); TELEPHONE CALL TO CASE MANAGER; E-MAIL TO OPPOSING COUNSEL;	0.40	190.00

For professional services rendered

6.30 \$2,992.50

Additional Charges :

10/01/17	COS GOLDEN STATE OVERNIGHT INV. NO. 3454159 - DELIVERY TO JAMS (9/26/17)	17.74
10/06/17	COS DDS LEGAL SUPPORT SYSTEMS INV. NO. 379390	90.00
	COS DDS LEGAL SUPPORT SYSTEMS INV. NO. 379390	81.00
10/31/17	COS PHOTOCOPY CHARGES	38.40
	COS FAX CHARGES	1.20

Total costs

\$228.34

Total amount of this bill

\$3,220.84

Previous balance

\$6,932.95

10/18/2017 Payment - thank you. Check No. 1175

(\$6,932.95)

Total payments and adjustments

(\$6,932.95)

Balance due

\$3,220.84

APPENDIX000899

BENJAMIN GOLSHANI  
In Reference To: CLA PROPERTIES, LLC - #7157

October 31, 2017  
Page 2

Name	Attorney Summary	Hours	Rate	Amount
RODNEY T. LEWIN		6.30	475.00	\$2,992.50

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	Amount
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	\$5,000.00

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

November 30, 2017

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 18974

Professional Services

		<u>Hours</u>	<u>Amount</u>
11/06/17	RTL TELEPHONE CALL FROM LOUIS; E-MAIL COMMUNICATION WITH ARBITRATOR CASE MANAGER	0.20	95.00
11/13/17	RTL REVIEW BIDSAL 17 A DISCLOSURE; PREPARE 17A DISCLOSURE FOR CLA	0.60	285.00
	RTL TELEPHONE CALL FROM LOUIS RE CONFERENCE WITH ARBITRATOR; CONFERENCE WITH ARBITRATOR; CONFERENCE WITH OPPOSING COUNSEL PER ARBITRATOR ORDER	1.00	475.00
	RTL CONFERENCE WITH CLIENT;	1.00	475.00
11/17/17	RTL REVIEW E-MAIL COMMUNICATIONS AND TELEPHONE CALL TO LOUIS RE STRATEGY AND TO DO	0.40	190.00
	RTL CONFERENCE, INTRA-OFFICE RE MOTION RE AMBIGUITY AND STRATEGY;	0.40	190.00
11/20/17	RTL CONFERENCE, INTRA-OFFICE RE MOTION STRATEGY;	0.20	95.00
11/21/17	RTL TELEPHONE CALL FROM OPPOSING COUNSEL GOODKIN	0.15	71.25
	RDA DRAFTING ARGUMENT AGAINST VALUATION;	2.00	790.00
11/22/17	RTL TELEPHONE CALL TO BEN; REVIEW AND REVISE ARGUMENT RE SECTION 4.2	1.25	593.75
11/28/17	RDA REVIEWING LEWIN MODIFICATIONS TO BRIEF AND CORRECTING AND COMMENTING UPON SAME	1.50	592.50
For professional services rendered		8.70	\$3,852.50
Additional Charges :			
11/30/17	COS PHOTOCOPY CHARGES		1.60
Total costs			\$1.60
Total amount of this bill			\$3,854.10
Previous balance			\$3,220.84
11/16/2017 Payment - thank you. Check No. 1180			(\$3,220.84)
Total payments and adjustments			(\$3,220.84)
Balance due			\$3,854.10

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
RICHARD D. AGAY	3.50	395.00	\$1,382.50

BENJAMIN GOLSHANI  
In Reference To: CLA PROPERTIES, LLC - #7157

November 30, 2017  
Page 2

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
RODNEY T. LEWIN	5.20	475.00	\$2,470.00

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

December 31, 2017

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 19043

Professional Services

		<u>Hours</u>	<u>Amount</u>
12/04/17	RTL REVIEW E-MAIL COMMUNICATIONS; LEGRAND ISSUE; TELEPHONE MESSAGE TO GOODKIN	0.60	285.00
	RTL TELEPHONE CALL TO LOUIS	0.25	118.75
12/05/17	RTL TELEPHONE CALL FROM LOUIS	0.10	47.50
	RTL TELEPHONE CALL TO BEN	0.10	NO CHARGE
12/06/17	RTL [REDACTED]	0.50	237.50
12/07/17	RTL [REDACTED]	0.25	118.75
	RTL BEGIN DRAFT OPPOSITION TO REQUEST FOR STAY; REVIEW JAMS RULES AND REVIEW FOR INCLUSION IN REQUEST	1.55	736.25
12/11/17	RTL REVIEW BEN [REDACTED]	0.10	47.50
12/15/17	RTL MEETING WITH CLIENT, BIDSAL AND OPPOSING COUNSEL;	1.50	712.50
12/18/17	RTL TELEPHONE CALL WITH LOUIS RE MEETING	0.15	71.25
12/19/17	RTL E-MAIL TO GOODKIN	0.20	95.00
12/27/17	RTL E-MAIL COMMUNICATION FROM GARFINKEL	0.10	47.50
12/28/17	RTL E-MAIL COMMUNICATION FROM GARFINKEL	0.05	23.75
For professional services rendered		5.45	\$2,541.25

Additional Charges :

12/15/17	RTL PARKING		35.25
12/31/17	COS PHOTOCOPY CHARGES		20.60
Total costs			\$55.85
Total amount of this bill			\$2,597.10
Previous balance			\$3,854.10
1/3/2018 Payment - thank you. Check No. 1190			(\$3,854.10)
Total payments and adjustments			(\$3,854.10)
Balance due			\$2,597.10

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
RODNEY T. LEWIN	5.35	475.00	\$2,541.25



BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

December 31, 2017

Page 2

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

---

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

---

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

January 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 19211

Professional Services

		Hours	Amount
01/03/18	RDA READ NOVEMBER ORDER AND E-MAIL; CONFERENCE WITH LEWIN; TELEPHONE CALL TO GARFINKEL; REVIEW FILE;	1.20	474.00
01/04/18	RTL TELEPHONE CALL TO GARFINKEL; CONFERENCE, INTRA-OFFICE	0.30	142.50
	RTL [REDACTED]	2.00	950.00
	RDA FURTHER ANALYSIS OF NOVEMBER ORDERS; DRAFTING MOTION FOR SUMMARY DISPOSITION; DRAFTING GOLSHANI DECLARATION; REVIEWING JAMS RULES	4.50	1,777.50
01/05/18	RTL FINALIZE MOTION FOR SUMMARY DISPOSITION; E-MAIL TO BEN	2.30	1,092.50
01/07/18	RTL [REDACTED]	1.00	475.00
01/08/18	JM WESTLAW SEARCH FOR CITATIONS, SHEPHARDIZE CASES, HIGHLIGHT QUOTES	0.50	67.50
	RTL REVIEW COMMENTS FROM BEN AND LOUIS; TELEPHONE CALL FROM BEN; TELEPHONE CALL TO LOUIS; REVIEW AND REVISE MOTION; CTR RE FURTHER ANALYSIS FURTHER REVISIONS; REVIEW FINAL EDIT ND FINALIZE; E-MAIL COMMUNICATION WITH OPPOSING COUNSEL RE EXCHANGE	2.30	1,092.50
	RTL SCAN REVIEW BIDSAL OPENING BRIEF AND CONFERENCE, INTRA-OFFICE RE REVIEW AND ANALYSIS; TELEPHONE CALL FROM GARFINKEL	0.60	285.00
	RDA EDITING MOTION FOR SUMMARY DISPOSITION AND MODIFY MOTION TO ANTICIPATE BIDSAL POSITION IN OTHER MOTION; BEGAN REVIEWING BIDSAL BRIEF	5.10	2,014.50
01/09/18	RTL CONFERENCE, INTRA-OFFICE RE RESPONSE TO BIDSAL OPENING BRIEF AND OBJECTIONS TO DECLARATIONS	0.35	166.25
	RDA CONFERENCE, INTRA-OFFICE RE BIDSAL OPENING BRIEF; CONTINUED REVIEW OF BIDSAL OPENING BRIEF AND DRAFTING RESPONSE; PREPARING APPROPRIATE VERSION OF SECTION 4	3.90	1,540.50
01/10/18	RTL TELEPHONE CALL FROM LOUIS; REVIEW MISSION SQUARE OPPOSITION AND TELEPHONE CALL TO LOUIS RE SAME.	0.80	380.00
	RDA CONTINUED DRAFTING REPLY; REVIEWING GARFINKEL RESPONSE IN MISSION SQUARE CASE	4.75	1,876.25
01/11/18	RDA CONTINUED DRAFTING REPLY; TELEPHONE CONFERENCE WITH GARFINKEL TO CLEAR UP BIDSAL'S FILING AHEAD OF MOTION;	2.85	1,125.75
01/15/18	RDA CONFERENCE, INTRA-OFFICE RE ISSUES AND STRATEGY; CONTINUED DRAFTING RESPONSE TO BIDSAL OPENING BRIEF	3.55	1,402.25
01/16/18	RTL TELEPHONE CALL FROM GARFINKEL RE HEARING	0.15	71.25
	RDA MEMO TO LEWIN RE [REDACTED]	0.15	59.25
01/17/18	RTL [REDACTED] TAX	0.25	118.75
	RTL TELEPHONE CALL FROM LOUIS; TELEPHONE MESSAGE TO GOODKIN; CONFERENCE, INTRA-OFFICE RE REPLY	0.50	237.50
01/18/18	RTL CONFERENCE, INTRA-OFFICE RE REPLY AND STRATEGY; REVIEW AND REVISE BRIEF AND MEET RE FURTHER EDITS.	2.35	1,116.25

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

January 31, 2018

Page 2

		<u>Hours</u>	<u>Amount</u>
01/18/18	RTL CONFERENCE, INTRA-OFFICE AND FINAL EDIT OF RESPONSE; E-MAIL COMMUNICATION	1.30	617.50
	RDA COMPLETED FIRST DRAFT OF RESPONSE AND OBJECTIONS; EXCHANGE OF E-MAILS WITH GARFINKEL; TELEPHONE CONFERENCE WITH LE GRAND; CONFERENCES WITH LEWIN; EDITED OPPOSITION	6.50	2,567.50
01/19/18	RTL REVIEW LOUIS EDITS AND REVIEW AND REVISE RESPONSE TO BIDSAL OPENING BRIEF; TELEPHONE CALL TO LOUIS;	0.75	356.25
	RTL REVIEW E-MAIL COMMUNICATIONS AND RESPOND RE HEARING; REVIEW MINUTE ORDER	0.35	166.25
	RTL CONTINUE EDIT AND REVISION OF RESPONSE TO BIDSAL OPENING BRIEF; REVIEW BEN'S COMMENTS; AND REVIEW AND REVISE RESPONSE; EDT OBJECTIONS; DRAFT BEN DECLARATION; E-MAIL COMMUNICATIONS RE BRIEFS	2.00	950.00
01/22/18	RDA REVIEWING E-MAIL EXCHANGE RE SCHEDULING; READ BIDSAL RESPONSE TO OUR MOTION	0.90	355.50
01/24/18	RTL ATTEND TELEPHONE HEARING RE FORMAT OF HEARING; TELEPHONE CALL FROM LOUIS RE STATUS AND STRATEGY;	0.25	118.75
	RTL REVIEW E-MAIL FROM BEN; CONFERENCE, INTRA-OFFICE RE REPLY STRATEGY ;REVIEW E-MAIL COMMUNICATIONS FROM OPPOSING COUNSEL; TELEPHONE CALL FROM LOUIS	0.25	118.75
	RDA REVIEWED GOLSHANI NOTES RE [REDACTED] DRAFTING REPLY TO RESPONSE TO RULE 18 MOTION	3.65	1,441.75
01/25/18	RTL REVIEW AND REVISE REPLY BRIEF; TELEPHONE CALL TO BEN; FURTHER EDIT; TELEPHONE CALL TO LOUIS	0.90	427.50
	RTL TELEPHONE CALL TO SHAPIRO RE BRIEFS; DISCUSS SETTLEMENT	0.15	71.25
	RTL E-MAIL TO HABERFELD WITH BRIEF	0.10	47.50
	RDA COMPLETED DRAFT REPLY TO RESPONSE TO RULE 18 MOTION; E-MAILS TO GARFINKEL; TELEPHONE CONVERSATION WITH GARFINKEL AND REVISING DRAFT	4.20	1,659.00
01/26/18	RTL REVIEW BIDSAL FINAL REPLY BRIEF AND RESPONSE TO OUR EVIDENCE OBJECTIONS	0.60	285.00
For professional services rendered		61.30	\$25,647.50
Additional Charges :			
01/08/18	COS GOLDEN STATE OVERNIGHT INV. NO. 3538660 - DELIVERY		32.61
01/31/18	COS PHOTOCOPY CHARGES		239.00
	COS PHOTOCOPY CHARGES (COLOR)		60.00
	COS FAX CHARGES		5.00
Total costs			\$336.61
Total amount of this bill			\$25,984.11
Previous balance			\$2,597.10
1/31/2018 Payment - thank you. Check No. 1195 (2/5/18)			(\$2,597.10)
Total payments and adjustments			(\$2,597.10)
Balance due			\$25,984.11

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$25,647.50 (-\$2,564.75) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$23,419.36 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

January 31, 2018

Page 3

Name	Attorney Summary	Hours	Rate	Amount
JL MARGOLIN		0.50	135.00	\$67.50
RICHARD D. AGAY		41.25	395.00	\$16,293.75
RODNEY T. LEWIN		19.55	475.00	\$9,286.25

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

February 28, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19277

Professional Services

		<u>Hours</u>	<u>Amount</u>
02/02/18	RTL CCL (code for conference w/ client)	1.00	475.00
02/05/18	RDA REVIEWING RESPONSE TO OUR OBJECTIONS; CHECKING JAMS RULES ON EVIDENCE; PREPARED DRAFT OF REPLY TO RESPONSE TO OUR OBJECTIONS 3:40 REVIEWED BIDSAL'S REPLY; CONFERENCE WITH LEWIN TO PLAN FOR ARGUMENT	4.20	1,659.00
02/06/18	RTL REVIEW BRIEFS AND PREPARE FOR HEARING	1.00	475.00
02/07/18	RTL E-MAIL COMMUNICATIONS RE RESCHEDULING	0.15	71.25
02/08/18	RTL TELEPHONE CALL FROM BEN	0.15	NO CHARGE
02/12/18	RTL PREPARE FOR HEARING	1.30	617.50
	RTL ATTEND RULE 18 HEARING;	2.25	1,068.75
	RTL TELEPHONE CALL TO LOUIS RE HEARING AND TO DO	0.15	71.25
02/13/18	RTL CONFERENCE, INTRA-OFFICE RE HEARING AND TO DO; TELEPHONE CALL TO OPPOSING COUNSEL GOODKIN RE SETTLEMENT.	0.45	213.75
	RDA ORGANIZING DRAFTS AND COMPLETED ARBITRATION SUBMISSIONS	0.20	79.00
02/15/18	RTL E-MAIL COMMUNICATIONS AND TELEPHONE CALL TO LOUIS RE LEGRAND	0.20	95.00
02/19/18	RTL TELEPHONE CALL FROM BEN	0.10	NO CHARGE
02/20/18	RTL TELEPHONE CALL FROM LOUIS	0.15	71.25
	RTL CONFERENCE CALL WITH OPPOSING COUNSEL;	0.30	142.50
02/26/18	RTL REVIEW PROPOSED STIPULATION	0.10	47.50
02/27/18	RTL E-MAIL AND TELEPHONE CALL WITH LOUIS	0.15	71.25
	JM DOWNLOAD FLASH DRIVE FOLDERS;	1.00	135.00
02/28/18	RTL BEGIN REVIEW E-MAIL COMMUNICATIONS FROM CLIENT	1.50	712.50
For professional services rendered		14.35	\$6,005.50

Additional Charges :

02/12/18	RTL PARKING	36.25
02/28/18	COS PHOTOCOPY CHARGES	51.20
Total costs		\$87.45
Total amount of this bill		\$6,092.95
Previous balance		\$25,984.11
2/20/2018 Payment - thank you		(\$23,419.36)
2/20/2018 Courtesy 10% Credit		(\$2,564.75)
Total payments and adjustments		(\$25,984.11)

APPENDIX000908

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

February 28, 2018

Page 2

	<u>Amount</u>
Balance due	<u>\$6,092.95</u>

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$6,005.50 (-\$600.55) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$5,492.40 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Name	Attorney Summary	Hours	Rate	Amount
JL MARGOLIN		1.00	135.00	\$135.00
RICHARD D. AGAY		4.40	395.00	\$1,738.00
RODNEY T. LEWIN		8.70	475.00	\$4,132.50

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

March 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19354

Professional Services

		<u>Hours</u>	<u>Amount</u>
03/01/18	RTL SCAN REVIEW NEW EMAILS; CONFERENCE, INTRA-OFFICE RE TRIAL PREPARATION; AND TO DO; TELEPHONE CALL WITH GARFINKEL;	0.75	356.25
	RTL BEGIN REVIEW OF E-MAIL COMMUNICATIONS FROM BEN	1.10	522.50
	JM PRINT CLIENT DOCUMENTS FOR RTL/FILE MANAGEMENT; L; CONFERENCE WITH RDA; PHONE CALL CASE MANAGER FOR JAMS ARBITRATOR RE: SUBPOENA FOR HEARING TO THIRD PARTY WITNESS;	1.25	168.75
	RDA CONFERENCE WITH LEWIN AND BY PHONE WITH GARFINKLE RE PREPARATION FOR ARBITRATION HEARING; EXAMINING HARD COPY FILE TO DETERMINE IMPACT OF ORDERS ON TRIAL; REVIEWING EXISTING ORDERS; ORGANIZING FILE FOR TRIAL	1.50	592.50
03/02/18	JM REVIEW SAMPLE NEVADA DEP SUBPOENA FOR RTL USE TO SUBPOENA WITNESS FOR ARB HEARING; REVIEW NEVADA RULES OF CIVIL PROCEDURE FOR SUBPOENA	0.35	47.25
	RTL TELEPHONE CALL FROM LOUIS RE DISCOVERY AND ISSUES	0.35	166.25
03/06/18	RTL TELEPHONE CALL FROM LOUIS RE LEGRAND PRODUCTION AND ISSUES; CONFERENCE, INTRA-OFFICE RE DOCUMENTS AND TRIAL PREPARATION;	1.00	475.00
	RDA REVIEWING E-MAIL EXCHANGE BETWEEN LEWIN AND CLIENT ; CONFERENCE WITH LEWIN AND BY TELEPHONE WITH GARFINKLE; ORGANIZING MATERIALS RECEIVED FROM CLIENT AND GARFINKLE	3.20	1,264.00
03/07/18	RTL MULTIPLE TELEPHONE CONFERENCES WITH LOUIS	0.30	142.50
	RDA REVIEWING CLIENT E-MAIL DRAFTED E-MAIL TO GOLSHANI; PREPARING FOR TRIAL	2.50	987.50
03/08/18	RTL TELEPHONE CALL TO LOUIS; REVIEW E-MAIL COMMUNICATIONS; CONFERENCE, INTRA-OFFICE RE PREPARATION	0.65	308.75
	RDA PREPARATION FOR ARBITRATION HEARING	3.10	1,224.50
03/09/18	RTL TELEPHONE CALL WITH OPPOSING COUNSEL RE SETTLEMENT AND DEADLINES;; CONFERENCE, INTRA-OFFICE RE SAME AND REVIEW SDTS; EDIT; E-MAIL COMMUNICATION WITH OPPOSING COUNSEL	0.75	356.25
	RTL TELEPHONE MESSAGE TO SHAPIRO	0.05	NO CHARGE
03/12/18	RTL TELEPHONE CALL FROM LOUIS; REVIEW BEN EMAIL AND CONFERENCE, INTRA-OFFICE RE SAME AND MEETING STRATEGY;	0.65	308.75
	RTL CONFERENCE WITH CLIENT; CONFERENCE, INTRA-OFFICE RE TO DO	0.60	285.00
	RDA TELEPHONE CALL FROM CLIENT; CONTINUED PREPARATION FOR ARBITRATION HEARING; REVIEWING E-MAIL FROM CLIENT ; CONFERENCE WITH CLIENT	8.00	3,160.00
03/13/18	RTL TELEPHONE CALL FROM GARFINKEL	0.25	118.75
03/14/18	RTL CONFERENCE, INTRA-OFFICE RE STATUS AND TO DO; SCAN REVIEW NEW DOCUMENTS FORM BIDSAL AND CONFERENCE, INTRA-OFFICE RE SAME; TELEPHONE CALL FROM LOUIS; TELEPHONE MESSAGE TO GOODKIN; E-MAIL TO GOODKIN	1.75	831.25

BENJAMIN GOLSHANI

March 31, 2018

In Reference To: CLA PROPERTIES, LLC - #7157

Page 2

		Hours	Amount
03/14/18	RDA REVIEWED AND RESPONDED TO E-MAILS; CONTINUED PREPARATION FOR ARBITRATION HEARING; PREPARING FOR DEPOSITIONS; CONFERENCE RE FURTHER PRODUCTION BY LE GRAND; DEPOSITION QUESTIONS FOR LE GRAND	4.77	1,884.15
03/15/18	RTL REVIEW E-MAIL COMMUNICATIONS RE DEPOSITION; E-MAIL TO OPPOSING COUNSEL; CONFERENCE, INTRA-OFFICE RE DEPOSITION ISSUES AND PREPARATION;	0.50	237.50
	RDA REVIEWED E-MAILS RE DEPOSITIONS; REVIEWING DOCUMENTS; E-MAIL TO CLIENT; PREPARING FOR HEARING	4.55	1,797.25
03/16/18	RDA REVIEWED E-MAILS RE DEPOSITIONS; REVIEWING DOCUMENTS; PREPARING FOR BIDSAL DEPOSITION AND TRIAL; REVIEWED AND RESPONDED TO CLIENT E-MAIL AND TELEPHONE CALL FROM CLIENT; CREATING CHRONOLOGY; DOCUMENT LIST AND BIDSAL CROSS	6.70	2,646.50
03/17/18	RDA CONTINUED CREATION CHRONOLOGY; DOCUMENT LIST AND BIDSAL CROSS	5.50	2,172.50
03/18/18	RDA COMPLETED CREATION CHRONOLOGY; DOCUMENT LIST AND BIDSAL CROSS	3.50	1,382.50
03/19/18	RTL CONFERENCE, INTRA-OFFICE RE STATUS; REVIEW CHRONO, MEMO; TELEPHONE CALL FROM LOUIS	1.00	475.00
	RTL CONFERENCE WITH CLIENT; TELEPHONE CALL TO LOUIS; UPDATE AND SEND CHRONOLOGY;	2.50	1,187.50
	RTL REVIEW SUPPLEMENTAL DOCUMENT AND WITNESS LIST; TELEPHONE CALL TO GOODKIN	0.55	261.25
	RDA FURTHER REVIEW OF PAPERS; REVIEWED E-MAILS FROM CLIENT; PREPARING FOR HEARING; COMMENCED DRAFTING TRIAL BRIEF; EDITED CHRONOLOGY AND BIDSAL EXAMINATION	1.50	592.50
03/20/18	RTL TELEPHONE CALL FROM LOUIS AND BEN; RE LEGRAND PREPARE FOR DEPOSITIONS; REVIEW E-MAIL COMMUNICATIONS RE DEPOSITION; TELEPHONE CALL FROM LOUIS	3.00	1,425.00
03/21/18	RTL CONFERENCE CALL WITH LOUIS AND RICHARD RE DEPOSITION; TELEPHONE CALL TO BEN; REVIEW SECOND SUPPLEMENTAL DISCLOSURE; TELEPHONE CALL TO SHAPIRO OFFICE; PREPARE CLAIMANT SUPPLEMENTAL DISCLOSURE.	1.25	593.75
	RDA REVISING EXHIBIT BOOK PER CLIENT E-MAIL RE NOVEMBER 10 ATTACHMENT; REVIEWED E-MAIL RE BIDSAL WITNESS LIST AND RESPONDED; E-MAIL TO CLIENT RE [REDACTED] TELEPHONE CONFERENCE WITH GARFINKLE AND LEWIN; EDIT CHRONOLOGY RE DRAFT 2.	2.00	790.00
03/22/18	RTL PREPARE SECOND AMENDED DISCLOSURE; CONFERENCE, INTRA-OFFICE RE TRIAL PREPARATION AND TO DO.	0.35	166.25
	RTL TELEPHONE MESSAGE TO SHAPIRO; CONFERENCE, INTRA-OFFICE RE RULE 20 DISCLOSURE ISSUES; E-MAIL TO OPPOSING COUNSEL;	0.55	261.25
	RDA TRIAL PREPARATION; REVIEWING RULE 20; MULTIPLE PHONE CONVERSATIONS WITH GARFINKLE AND CLIENT FOLLOWING E-MAIL FROM CLIENTS AND RESPONDED TO ONE OF THEM	5.40	2,133.00
03/23/18	RDA TRIAL PREPARATION; EXCHANGE OF E-MAILS WITH CLIENT; RULE 20 LIST; TRIAL BRIEF CONTINUED; TELEPHONE CONVERSATIONS WITH CLIENT AND GARFINKLE	7.85	3,100.75
03/24/18	RDA REVISING EXHIBITS, EXHIBIT LIST AND DRAFTING TRIAL BRIEF	6.40	2,528.00
03/26/18	RTL REVIEW E-MAIL FORM JUDGE CLEAR; TELEPHONE CALL TO CLERK; TELEPHONE CALL TO SHAPIRO	0.40	190.00
03/27/18	RTL TELEPHONE CALL FROM LOUIS; TELEPHONE CALL TO BEN (N/C); TELEPHONE CALL TO GOODKIN; REVIEW LEGRAND DEPO	1.65	783.75
	RDA RETURNED TELEPHONE CALL FROM CLIENT; WORK ON TRIAL BRIEF; RESEARCH RE LAST ANTECEDENT RULE; READ AND RESPONDED TO CLIENT E-MAIL; RE-CALENDERING DATES	4.00	1,580.00
03/28/18	RDA E-MAIL FROM CLIENT AND RESPONSE; EDITED DRAFT OF TRIAL BRIEF RE CHRONOLOGY	0.35	138.25
03/30/18	RTL REVIEW E-MAIL AND DOCUMENTS AND RESPOND TO BENS EMAIL	0.60	285.00
	RDA RESEARCH AND EDIT DRAFT OF TRIAL BRIEF AND E-MAIL TO GARFINKLE RE SAME	0.45	177.75



BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

March 31, 2018

Page 3

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	93.42	\$38,105.15
Additional Charges :		
03/31/18 COS PHOTOCOPY CHARGES (COLOR)		138.75
COS PHOTOCOPY CHARGES		754.60
Total costs		\$893.35
Total amount of this bill		\$38,998.50
Previous balance		\$6,092.95
3/22/2018 Payment - thank you. Check No. 553278038		(\$5,492.40)
3/22/2018 Credit		(\$600.55)
Total payments and adjustments		(\$6,092.95)
Balance due		\$38,998.50

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$38,105.15 (-\$3,810.52) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$35,187.98 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JL MARGOLIN	1.60	135.00	\$216.00
RICHARD D. AGAY	71.27	395.00	\$28,151.65
RODNEY T. LEWIN	20.50	475.00	\$9,737.50

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	\$5,000.00

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

April 30, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19415

Professional Services

		<u>Hours</u>	<u>Amount</u>
03/31/18 RDA	REVIEWED GOLSHANI MARCH 26TH E-MAIL; SEARCHED DOCUMENTS ON LINE AND RESPONDED TO E-MAIL	0.65	256.75
04/01/18 RTL	PREPARE THIRD DISCLOSURE AND EMAIL; E-MAIL TO BEN (3/30/18)	0.90	NO CHARGE
04/03/18 RDA	RECEIVED RESPONSE FROM GARFINKLE RE LAW AND SECOND E-MAIL TO GARFINKLE RE NEVADA LAW; TELEPHONE CAL FROM GARFINKLE RE RESEARCH; FURTHER EXCHANGE OF E-MAILS WITH GARFINKLE AND REVIEW OF NEVADA CASES HE PROVIDED; CONTINUED DRAFTING OF TRIAL BRIEF	3.90	1,540.50
04/04/18 RDA	CONTINUED DRAFTING OF TRIAL BRIEF; E-MAIL TO GARFKINKLE RE RESEARCH	1.80	711.00
04/05/18 RTL	MULTIPLE E-MAIL AND TELEPHONE CALL WITH OPPOSING COUNSEL; CONFERENCE, CONFERENCE, INTRA-OFFICE RE CALCULATIONS ; [REDACTED]	<del>1.00</del> 4.35	<del>475.00</del> 166.25
04/06/18 RDA	CONTINUED DRAFTING OF TRIAL BRIEF; REVIEWED AND RESPONDED TO CLIENT'S E-MAILS; COMMENCED REVIEWING AND COMMENTING UPON LE GRAND DEPOSITION; CORRECTING EXHIBIT ORGANIZATION RE SAME 2:00	4.05	1,599.75
04/10/18 RDA	EXCHANGE OF E-MAILS WITH CLIENT; COMPLETED ANALYSIS OF LE GRAND DEPOSITION AND SUMMARY	4.75	1,876.25
04/11/18 RDA	RESEARCH PAST MEMORY RECORDED EXCEPTION TO HEARSAY RULE RE LE GRAND; EDITING LE GRAND DEPOSITION SUMMARY; EDITING TRIAL BRIEF DRAFT	2.00	790.00
04/12/18 RDA	FURTHER DRAFTING TRIAL BRIEF	3.80	1,501.00
04/13/18 RDA	FURTHER DRAFTING TRIAL BRIEF; FURTHER EDITING OF LE GRAND DEPOSITION SUMMARY AND TRANSMITTING TO CLIENT AND GARFKINKEL; TELEPHONE CONFERENCE WITH GARFKINKEL RE LE GRAND DEPOSITION	4.40	1,738.00
04/15/18 RDA	FURTHER DRAFTING TRIAL BRIEF	0.25	98.75
04/16/18 RDA	COMPLETED TRIAL BRIEF DRAFT AND FORWARDED TO CLIENT AND GARFINKEL	4.50	1,777.50
04/17/18 JM	[REDACTED] HELP [REDACTED] CLIENT/ARBI; PHONE CALL		
JM	[REDACTED]	0.60	NO CHARGE
04/18/18 RTL	TELEPHONE CALL FROM LOUIS; REVIEW LOUIS EDITS; TELEPHONE CALL TO BEN (N/C);	0.35	166.25
RTL	TELEPHONE MESSAGE TO OPPOSING COUNSEL	0.05	NO CHARGE
RTL	TELEPHONE CALL TO OPPOSING COUNSEL;	0.15	71.25
RDA	TELEPHONE CALL WITH OPPOSING ATTORNEY RE EXHIBITS AND APPRAISAL	0.20	79.00

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

April 30, 2018

Page 2

		Hours	Amount
04/19/18 JM	PHONE CALL WITH BEN GOLSHANI [REDACTED]	0.20	27.00
RDA	REVIEWED E-MAIL RE LATCH AND HER DECLARATION AND SENT RESPONSE AND EMAIL TO CLIENT	0.30	118.50
04/20/18 JM	[REDACTED]	0.40	NO CHARGE
JM	REVIEW EMAIL FROM CLIENT/RESPOND ADDITIONAL EMAIL DOCS SENT TO RICHARD	0.20	27.00
04/23/18 JM	REVIEW EMAIL FROM CLIENT/RESPONDS ADDITIONAL DOCS SENT TO RICHARD	0.20	27.00
04/24/18 RTL	REVIEW AND REVISE TRIAL BRIEF AND CONFERENCE, CONFERENCE, INTRA-OFFICE RE FURTHER CHANGES AND ISSUES; [REDACTED]	1.50 1.00	712.50 475.00
RDA	REVIEWED E-MAIL FROM HERBERT AND FILED; REVIEWED E-MAIL FROM CLIENT RE SIGNING AND ATTEMPTED TO DOWNLOAD; REVIEWED EDITS TO TRIAL BRIEF; EDITED TRIAL BRIEF	3.25	1,283.75
04/25/18 RDA	FURTHER EDITING BRIEF AND RULE 20 STATEMENT; E-MAILS FROM CLIENT AND RESPONDING; CONFERENCE RE TRIAL STRATEGY; PREPARING TRIAL EXHIBITS; REVIEWING CLIENT [REDACTED]; ANALYZED LATCH DECLARATION AND TELEPHONE MESSAGE LEFT FOR HERBERT; REVIEWING PORTIONS OF LEGRAND DEPOSITION	4.60	1,817.00
04/26/18 JM	DOWNLOAD FLASH DRIVE	1.00	NO CHARGE
04/27/18 RTL	CONFERENCE, INTRA-OFFICE RE ARB PREPARATION AND ISSUES	0.75	356.25
RDA	[REDACTED]; LENGTHY E-MAILS FROM CLIENT AND RESPONSE; TELEPHONE CALL TO GOODKIN; SERVED RULE 20 STATEMENT; TELEPHONE CALLS FROM CLIENT; INSTRUCTIONS RE COMPLETING RULE 20 STATEMENT AND TRIAL BRIEF FOR ARBITRATOR	5.45	2,152.75
04/28/18 RDA	EDITED TRIAL BRIEF TO INCLUDE PARTY LE GRAND REPRESENTED IN DRAFTING; REVIEWED BIDSAL'S REVISED EXHIBIT LIST; SEARCHED FOR ADDITIONS; E-MAIL TO HERBERT IDENTIFYING MISSING EXHIBITS; E-MAIL REGARDING WHETHER TO STIPULATE TO LEGRAND DEPOSITION; INSTRUCTIONS ON ASSEMBLING TRIAL BRIEF	2.50	987.50
04/30/18 JM	ARBITRATION PREPARATION TRIAL BRIEF/EXHIBIT LIST/BOOKS; PHONE CALL TO JAMS; EMAIL RE: TRIAL BRIEF	5.00	675.00
For professional services rendered		59.20	\$20,932.75
Additional Charges :			
04/23/18 COS	SOUTHWEST AIRLINES TRAVEL EXPENSE (1 OF 2)		15.00
	COS SOUTHWEST AIRLINES TRAVEL EXPENSE		483.96
	COS SOUTHWEST AIRLINES TRAVEL EXPENSE (2 OF 2)		15.00
04/30/18 COS	PHOTOCOPY CHARGES		34.60
Total costs			\$548.56
Total amount of this bill			\$21,481.31
Previous balance			\$38,998.50
4/18/2018 Payment - thank you			(\$35,498.65)
4/18/2018 COURTESY 10% CREDIT			(\$3,899.85)
Total payments and adjustments			(\$38,998.50)
Balance due			\$21,481.31

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

April 30, 2018

Page 3

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$20,932.75 (-\$2,093.28) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$19,388.03 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Name	Attorney Summary	Hours	Rate	Amount
JL MARGOLIN		6.10	135.00	\$823.50
RICHARD D. AGAY		46.40	395.00	\$18,328.00
RODNEY T. LEWIN		3.75	475.00	\$1,781.25

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	Amount
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	\$5,000.00

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

May 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 19498

Professional Services

		<u>Hours</u>	<u>Amount</u>
05/01/18	JM	5.00	675.00
			RESPONDENT EXHIBITS; SERVE OVERNIGHT TO RESPONDENT ATTORNEY WITH COVER LETTER
	RDA	4.60	1,817.00
			REVIEWING AND PRINTING E-MAILS FROM CLIENT AND GARFINKEL AND SHAPIRO'S OFFICE AND RESPONSES; FILING INSTRUCTIONS FOR RULE 20 STATEMENT; UPDATING INDEX OF PLEADINGS; CALL TO JAMS TO ASCERTAIN ARBITRATOR'S E-MAIL ADDRESS; TELEPHONE CONVERSATIONS WITH CLIENT AND GARFINKEL; ASCERTAINING CORRECT MANAGEMENT OFFICE FOR ARBITRATION
05/02/18	JM	5.00	675.00
			COMPILE ADDITIONAL EXHIBIT BOOKS; EDIT/RE-EDIT CROSS REFERENCE WITH RESPONDENT EXHIBITS LIST; LITIGATION SEARCH SHAWN BIDSAL
	RDA	3.50	1,382.50
			REVIEW OF BIDSAL EXHIBITS; E-MAIL RE SAME; INSTRUCTIONS RE DOWNLOADING BIDSAL FILINGS; CONFERENCE WITH CLIENT; EMAIL TO CLIENT
05/03/18	JM	2.00	270.00
	JM	1.50	202.50
	RDA	2.00	790.00
			EMAIL FROM CLIENT RE [REDACTED] EMAIL FROM CLIENT RE [REDACTED] EMAILS FROM SHAPIRO'S OFFICE WITH 6TH SUPPLEMENTAL, AND AMENDED RULE 20 STATEMENT, DOWNLOADED AND FILED [REDACTED]
05/04/18	JM	0.50	67.50
	RDA	6.80	2,686.00
			FILE MANAGEMENT HEARING PREPARATION; RECEIVED HEARING BRIEF FROM RESPONDENT AND ANALYZED; TELEPHONE CONVERSATIONS WITH GARFINKEL AND CLIENT; TELEPHONE CALL WITH WITH LEWIN; PREPARED EXAMINATION FOR CLIENT; E-MAIL EXCHANGE WITH OPPOSING COUNSEL; E-MAILS TO GARFINKEL AND GOLSHANI; PREPARED LIST OF ISSUES FOR LE GRAND
05/05/18	RTL	5.00	2,375.00
			CONFERENCE, INTRA-OFFICE; MEET WITH BEN TO PREPARE FOR ARBITRATION
	RTL	1.75	831.25
			REVIEW BIDSAL BRIEF AND EXHIBITS
	RDA	6.00	2,370.00
			PREPARING FOR MEETING; CONFERENCE WITH CLIENT
05/06/18	RTL	0.65	308.75
			CONFERENCE WITH CLIENT;
	RDA	6.55	2,587.25
			PREPARING FOR HEARING; E-MAILS RE ISSUES; REVIEWING BIDSAL MATTERS
05/07/18	RDA	5.85	2,310.75
			REVIEWING E-MAILS FROM CLIENT AND GARFINKEL; COMPLETED PREPARATION FOR HEARING INCLUDING OPENING STATEMENT, EXAMINATION OF GOLSHANI, BIDSAL AND LE GRAND; REVIEW OF JAMS EVIDENCE RULES
	RTL	7.50	3,562.50
			PREPARE FOR ARBITRATION; TRAVEL
05/08/18	RTL	10.00	4,750.00
			PREPARE FOR AND ATTEND ARBITRATION
05/09/18	RTL	10.00	4,750.00
			PREPARE FOR AND ATTEND ARBITRATION; TRAVEL

APPENDIX000916

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

May 31, 2018

Page 2

			Hours	Amount
05/10/18	RTL	FILE MANAGEMENT; CONFERENCE, INTRA-OFFICE RE TO DO;	0.50	237.50
	JM	POST ARBITRATION FILE MANAGEMENT; SEND CORRECTED EXHIBITS	0.80	108.00
		BOOK BY MESSENGER TO ARBITRATOR		
	RDA	CONFERENCES WITH LEWIN AND BEGIN OUTLINE FOR POST HEARING BRIEF	1.00	395.00
05/15/18	RTL	E-MAIL COMMUNICATION RE BRIEFING SCHEDULE.	0.20	95.00
	RDA	CONTINUED WORK ON POST HEARING BRIEF; RESPONDING TO BRIEFING SCHEDULE ISSUES	1.80	711.00
05/16/18	RDA	CONTINUED WORK ON POST HEARING BRIEF; REVIEWED E-MAILS FROM LEWIN RE [REDACTED] AND RESPONDED	0.45	177.75
05/18/18	RTL	CONFERENCE, INTRA-OFFICE RE BRIEFING SCHEDULE AND E-MAIL TO OPPOSING COUNSEL:	0.40	190.00
	JM	FILE MANAGEMENT	0.40	54.00
	RDA	REVIEW OF PARTIAL TRANSCRIPT RE SCHEDULING; REVIEWING NOTE; E-MAIL TO CLIENT RE [REDACTED]; FURTHER DRAFTING OF POST HEARING BRIEF AND CONFERENCE WITH LEWIN	1.25	493.75
05/21/18	RDA	REVIEWED E-MAIL EXCHANGE RE BRIEFING AND RESPONDED AND DIRECTED CALENDARING	0.15	59.25
05/23/18	JM	TRACK DOWN FREELANCE COURT REPORTER RE: ARBITRATION TRANSCRIPT TIMING	0.60	NO CHARGE
	RDA	NOTE RE CALENDARING AND COMMENCEMENT OF BRIEF;	1.05	414.75
05/24/18	JM	PHONE CALL LOUIS GARFINKLE, GOT LITIGATION OUTLINE SERVICES NAME/NUMBER; PHONE CALL LS AND ORDERED TRANSCRIPT; EMAIL CONFIRMATION	0.40	54.00
	RDA	REVIEWED E-MAILS FROM CLIENT AND RESPONDED; CONFERENCE WITH LEWIN RE STRATEGY; REVIEWING BIDSAL BRIEFS FOR USE IN CLOSING ARGUMENT BRIEF	2.50	987.50
05/25/18	JM	FILE MANAGEMENT	0.50	NO CHARGE
05/26/18	RTL	SCAN REVIEW TRANSCRIPT	0.75	356.25
05/29/18	JM	COMPLETE POST ARBITRATION FILE MANAGEMENT; REVIEW TRANSCRIPTS FOR COMPLETION	0.50	67.50
	JM	CONFIRM EXHIBITS DELIVERED TO ARBITRATOR	0.20	NO CHARGE
	RDA	CONFERENCE WITH LEWIN TO PLAN CLOSING ARGUMENT BRIEF	0.50	NO CHARGE
05/30/18	RTL	CONFERENCE, INTRA-OFFICE RE TESTIMONY AND STRATEGY FOR BRIEF;	0.40	190.00
05/31/18	RTL	CONFERENCE WITH CLIENT;	0.50	237.50
For professional services rendered			99.05	\$37,239.75

## Additional Charges :

05/01/18	COS	SOUTHWEST AIRLINES - TRAVEL EXPENSE (4/23/18)	15.00
	COS	SOUTHWEST AIRLINES - TRAVEL EXPENSE (4/23/18)	483.96
	COS	SOUTHWEST AIRLINES - TRAVEL EXPENSE (4/23/18)	15.00
	COS	DDS LEGAL SUPPORT INV. NO. 392822 - DELIVERY TO JUDGE STEPHEN E HABERFELD	42.00
05/03/18	COS	DDS LEGAL SUPPORT INV. NO. 392822 - DELIVERY TO JUDGE STEPHEN E HABERFELD	37.00
05/09/18	RTL		69.00
	COS	SOUTHWEST AIRLINE - TRAVEL EXPENSE	30.00
	COS	LA CHECKER CAB COMPANY - TRAVEL EXPENSE	69.78
05/10/18	COS	DDS LEGAL SUPPORT INV. NO. 392822 - DELIVERY TO JUDGE STEPHEN E HABERFELD	26.90
05/31/18	COS	PHOTOCOPY CHARGES	521.80

Total costs \$1,310.44

Total amount of this bill \$38,550.19

Previous balance \$21,481.31

5/18/2018 Payment - thank you (\$19,388.03)

APPENDIX000917

BENJAMIN GOLSHANI  
In Reference To: CLA PROPERTIES, LLC - #7157

May 31, 2018  
Page 3

	<u>Amount</u>
5/18/2018 Credit	(\$2,093.28)
Total payments and adjustments	(\$21,481.31)
Balance due	<u>\$38,550.19</u>

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$37,239.75 (-\$3,723.98) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$34,826.21 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
Name	Hours	Rate	Amount
JL MARGOLIN	16.10	135.00	\$2,173.50
RICHARD D. AGAY	43.50	395.00	\$17,182.50
RODNEY T. LEWIN	37.65	475.00	\$17,883.75

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

June 30, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19572

Professional Services

		<u>Hours</u>	<u>Amount</u>
06/01/18	RDA REVIEWED REDLINE OF DRAFT 2 TO FINAL AND ADDED TO DRAFT OF BRIEF; COMPARING SEPTEMBER VERSION WITH DRAFT 2 AND ADDING TO DRAFT OF BRIEF	1.90	750.50
06/04/18	RDA REVIEWING PRIOR BIDSAL BRIEFS; CONTINUED REVIEW OF TRANSCRIPT	3.10	1,224.50
06/05/18	RDA CONTINUED REVIEW OF TRANSCRIPT; CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	6.00	2,370.00
06/06/18	RTL CONFERENCE, INTRA-OFFICE RE TESTIMONY AND BRIEF STRATEGY;	0.50	237.50
	RTL CONFERENCE, INTRA-OFFICE RE EXHIBIT 39 AND MOTION; EMAIL TO OPPOSING COUNSEL;	0.40	190.00
	RDA COMPLETED REVIEW OF TRANSCRIPT; CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF; TELEPHONE CONVERSATION WITH CLIENT RE [REDACTED] DRAFTING MOTION FOR RECONSIDERATION	4.40	1,738.00
06/07/18	JM PHONE CALLS TO JAMS FOR EMAIL ADDRESSES AND PROCEDURE FOR POST ARBITRATION MOTION; EMAIL RDA	0.30	NO CHARGE
	JM FILE MANAGEMENT	0.50	67.50
	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF; EDITING MOTION FOR RECONSIDERATION	5.00	1,975.00
06/08/18	JM RECEIVE/REVIEW/PRINT/FILE EMAILS FROM ARBITRATOR RE: MOTION TO RECONSIDER; CONFERENCE WITH RDA	0.50	NO CHARGE
	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	8.00	3,160.00
06/11/18	RTL CONFERENCE, INTRA-OFFICE RE ISSUES AND BRIEF AND TO OD	0.50	237.50
	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF; E-MAILS RE BRIEFING SCHEDULE	2.20	869.00
06/13/18	RDA REVIEWED THREE E-MAILS FROM CLIENT AND ENCLOSURES AND E-MAIL FROM SHAPIRO RE BRIEFING SCHEDULE AND RESPONDED TO EACH OF THEM CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	2.20	869.00
06/15/18	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	5.30	2,093.50
06/16/18	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	4.40	1,738.00
06/17/18	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	2.00	790.00
06/18/18	RDA REVIEWED CLIENT E-MAIL CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	4.95	1,955.25
06/19/18	JM RECEIVE/REVIEW/FILE MANAGEMENT OF EMAIL CONFIRMING ARBITRATOR BRIEFING SCHEDULE	0.40	NO CHARGE
06/20/18	RDA REVIEWING CLIENT E-MAILS AND COMMENTS RE [REDACTED]; TELEPHONE CONFERENCE WITH CLIENT; CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	2.70	1,066.50
06/21/18	RDA CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	5.50	2,172.50
06/22/18	RTL REVIEW AND EDIT OPENING DRAFT BRIEF; CONFERENCE, INTRA-OFFICE RE FURTHER EDITS AND STRATEGY FOR INITIAL BRIEF.	3.00	1,425.00
	RDA CONFERENCE W/ LEWIN; CONTINUED DRAFTING OF CLOSING ARGUMENT BRIEF	7.85	3,100.75



BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

June 30, 2018

Page 2

		<u>Hours</u>	<u>Amount</u>
06/23/18	RDA ANALYZING APPROACH FOR INTRODUCTION AND EXCHANGE OF DRAFTING ALTERNATIVE WITH LEWIN	1.00	395.00
06/24/18	RTL CONFERENCE AND WORK ON BRIEF	1.00	475.00
	RDA REVISED BRIEF RE LEWIN COMMENTS	2.50	987.50
06/25/18	RTL REVIEW AGWAY MEMOS (E-MAIL COMMUNICATIONS) RE ISSUES; REVIEW AND REVISE OPENING BRIEF	4.50	2,137.50
	RDA COMPLETED DRAFT OF BRIEF;	7.00	2,765.00
06/26/18	RTL REVIEW LOUIS COMMENTS RE BRIEF AND CONFERENCE, INTRA-OFFICE RE SAME AND TO DO'; TELEPHONE CALL TO BEN (N/C);	0.35	166.25
	JM FILE MANAGEMENT	0.40	54.00
	RDA REVIEWING VERSION 3 OF BRIEF; CONFERENCE WITH LEWIN TO REVIEW COMMENTS TO HIS CHANGES; E-MAIL TO SHAPIRO	3.00	1,185.00
06/27/18	RTL REVIEW PROPOSED CHANGES AND COMMENTS TO BRIEF; INCORPORATE BEN COMMENTS AND AGAY NOTATIONS AS TO FURTHER REVISIONS OF BRIEF; CONFERENCE, INTRA-OFFICE WITH AGAY REGARDING FINAL REVIEW AND FINAL EDITS.	3.00	1,425.00
	RDA REVIEWED CLIENT E-MAILS; TELEPHONE CONVERSATION WITH CLIENT; REVIEWED 6-27 VERSION AND CORRECTED IT AND FORWARDED [REDACTED] TO CLIENT; INSTRUCTIONS ON ASSEMBLING AND TABLES	4.30	1,698.50
06/28/18	JM FILE MANAGEMENT	0.60	81.00
06/29/18	RDA REVIEWING E-MAILS RE CLOSING ARGUMENT BRIEFS; COMMENCED FIRST READING OF OPPOSITION BRIEF AND FIRST DRAFTING OF RESPONSE	1.85	730.75
For professional services rendered		101.10	\$40,130.50
Additional Charges :			
06/11/18	COS GOLDEN STATE OVERNIGHT INV. NO. 3637193 - DELIVERY TO SMITH & SHAPIRO (5/1/18)		36.82
06/30/18	COS PHOTOCOPY CHARGES		267.60
	COS PHOTOCOPY CHARGES (COLOR)		224.25
Total costs			\$528.67
Total amount of this bill			\$40,659.17
Previous balance			\$38,550.19
6/20/2018 Payment - thank you			(\$34,826.21)
6/20/2018 Courtesy 10% Credit			(\$3,723.98)
Total payments and adjustments			(\$38,550.19)
Balance due			\$40,659.17

NOTE: A 20% COURTESY DISCOUNT ON CURRENT FEES OF \$40,130.50 (-\$8,026.10) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$32,633.07 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
Name	Hours	Rate	Amount
JL MARGOLIN	1.50	135.00	\$202.50
RICHARD D. AGAY	85.15	395.00	\$33,634.25
RODNEY T. LEWIN	13.25	475.00	\$6,293.75

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

June 30, 2018

Page 3

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

July 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19622

Professional Services

		<u>Hours</u>	<u>Amount</u>
07/02/18	RTL REVIEW BIDSAL OPENING DRAFT;	0.80	380.00
	JM FILE MANAGEMENT	0.40	54.00
	RDA REVIEW BIDSAL BRIEF AND DRAFTING IDEA FOR RESPONSE BRIEF	0.75	296.25
07/03/18	JM FILE MANAGEMENT	0.40	54.00
	RTL CONFERENCE, INTRA-OFFICE RE BIDSAL'S BRIEF AND ISSUES; STRATEGY FOR REPLY.	1.20	570.00
	RDA BEGIN OUTLINE AND RESPONSE; CONFERENCE WITH CLIENT; STRATEGY OVERVIEW CONFERENCE WITH LEWIN	5.75	2,271.25
07/06/18	RTL TELEPHONE CALL FROM LOUIS; CONFERENCE, INTRA-OFFICE RE BRIEF OUTLINE AND STRATEGY;	0.75	356.25
	RDA CONTINUE DRAFTING RESPONSE; STRATEGY OVERVIEW CONFERENCE WITH LEWIN; SEARCHED BIDSAL DOCUMENTS FOR FINAL OF AGREEMENT TO SEARCH FOR PERCENTAGE INTEREST AND E-MAIL RE SAME; RECEIVED E-MAILS FROM CLIENT AND REVIEWED	6.00	2,370.00
07/08/18	RDA DRAFTING RESPONSE	0.55	217.25
07/09/18	RDA DRAFTING RESPONSE	5.75	2,271.25
07/11/18	RDA DRAFTING RESPONSE	6.25	2,468.75
07/12/18	RDA DRAFTING RESPONSE	6.25	2,468.75
07/13/18	RDA DRAFTING RESPONSE	7.50	2,962.50
07/14/18	RDA DRAFTING RESPONSE	2.00	790.00
07/15/18	RDA DRAFTING RESPONSE	2.00	NO CHARGE
07/16/18	RTL REVIEW AND BEGIN EDIT OF CLOSING BRIEF; CONFERENCE, INTRA-OFFICE RE FURTHER EDITS AND CHANGES.	2.30	1,092.50
	RDA DRAFTING RESPONSE	7.00	2,765.00
07/17/18	JM FILE MANAGEMENT	1.00	135.00
	RDA FINALIZE RESPONSE	9.00	3,555.00
07/18/18	JM FILE MANAGEMENT	0.50	67.50
	RTL REVIEW BENS NOTES RE [REDACTED] REVIEW AND REVISE CLOSING BRIEF; CONFERENCE, INTRA-OFFICE RDA REISSUES AND INSERTION OF ADDITIONAL CITES; TELEPHONE CALL TO SHAPIRO RE EXCHANGE; FINALIZE BRIEF;	6.35	3,016.25
	RDA EDITING RESPONSIVE BRIEF; LOCATING TRANSCRIPT CITATIONS; READING AND RESPONDING TO CLIENT E-MAILS AND ENCLOSURES; COMPLETING BRIEF	6.00	2,370.00
07/19/18	RTL REVIEW BIDSAL REPLY BRIEF AND OPPOSITION; CONFERENCE, INTRA-OFFICE RE SAME	0.75	356.25
	RDA READ BIDSAL RESPONSES; ANALYZING HOW TO REPLY REGARDING MOTION AND ARRANGING PROPER FILING OF BRIEFS	1.00	395.00
07/20/18	RTL TELEPHONE MESSAGE TO LOUIS	0.05	NO CHARGE
	JM FILE MANAGEMENT POST FINAL BRIEFS AND MOTION TO RECONSIDER OPPOSITION	0.50	67.50

APPENDIX000922

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

July 31, 2018

Page 2

		<u>Hours</u>	<u>Amount</u>
07/25/18	RDA E-MAIL FROM GARFINKLE; RETURNED CALL FROM GARFINKLE RE [REDACTED] READING NEVADA DECISIONS 3:35 COMMENCED DRAFTING REPLY RE RECONSIDERATION MOTION	0.85	335.75
	RDA TELEPHONE CONVERSATION WITH CLIENT RE [REDACTED] [REDACTED]	0.20	NO CHARGE
07/26/18	RTL [REDACTED]		
07/27/18	RTL TELEPHONE CALL FROM LOUIS; REVIEW E-MAIL COMMUNICATIONS; TELEPHONE CALL TO BEN	0.50	237.50
	RTL [REDACTED]		
	RDA [REDACTED]	2.75	1,086.25
	CONTINUED DRAFTING OF REPLY RE RECONSIDERATION	2.40	102.7
07/30/18	RDA REVIEWED E-MAILS FROM CLIENT; COMPLETED DRAFTING OF REPLY RE RECONSIDERATION	2.40	948.00
07/31/18	RTL REVIEW E-MAIL COMMUNICATIONS; TELEPHONE CALL FROM LOUIS	0.35	166.25
	RTL REVIEW AND REVISE REPLY RE MOTION FOR RECONSIDERATION	0.65	308.75
	RTL E-MAIL REPLY MEMO	0.10	47.50
	RTL CONFERENCE WITH CLIENT; [REDACTED] [REDACTED]	1.40	665.00
		1.00	475.00
For professional services rendered		90.35	\$35,311.50
Additional Charges :			
07/31/18	COS PHOTOCOPY CHARGES		9.40
	COS PHOTOCOPY CHARGES		287.60
	COS PHOTOCOPY CHARGES		221.80
	COS PHOTOCOPY CHARGES (COLOR)		438.75
Total costs			\$957.55
Total amount of this bill			\$36,269.05
Previous balance			\$40,659.17
7/20/2018 Payment - thank you			(\$32,633.07)
7/20/2018 Courtesy 20% Credit			(\$8,026.10)
Total payments and adjustments			(\$40,659.17)
Balance due			\$36,269.05

NOTE: A 20% COURTESY DISCOUNT ON CURRENT FEES OF \$35,311.50 (-\$7,062.30) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$29,206.75 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

## Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JL MARGOLIN	2.80	135.00	\$378.00
RICHARD D. AGAY	69.80	395.00	\$27,571.00
RODNEY T. LEWIN	15.50	475.00	\$7,362.50

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

July 31, 2018

Page 3

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

---

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

---

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

August 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 19722

Professional Services

	<u>Hours</u>	<u>Amount</u>
08/02/18 [REDACTED]		
08/03/18 [REDACTED]		
08/06/18 [REDACTED]		

For professional services rendered

Additional Charges :

08/01/18 COS LITIGATION SERVICES AND TECHNOLOGIES INV. NO. 1234313 - ARBITRATION DAY 1	2,107.89
COS LITIGATION SERVICES AND TECHNOLOGIES INV. NO. 1234326 - ARBITRATION DAY 2	1,960.33
Total costs	<del>\$4,068.22</del> \$3,698.38
Total amount of this bill	\$4,440.72
Previous balance	\$36,269.05
8/30/2018 Payment - thank you. Check No. 1215	(\$29,206.75)
8/30/2018 Courtesy 20% Credit	(\$7,062.30)
Total payments and adjustments	(\$36,269.05)
Balance due	\$4,440.72

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$372.50 (-\$37.25) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$4,403.47 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JL MARGOLIN	1.00	135.00	\$135.00
RODNEY T. LEWIN	0.50	475.00	\$237.50

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

BENJAMIN GOLSHANI  
In Reference To: CLA PROPERTIES, LLC - #7157

August 31, 2018  
Page 2

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
 8665 WILSHIRE BLVD.  
 SUITE 210  
 BEVERLY HILLS, CA 90211-2931

September 30, 2018

BENJAMIN GOLSHANI  
 2801 S. MAIN ST.  
 LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
 Invoice No. 19797

Professional Services

		<u>Hours</u>	<u>Amount</u>
09/04/18 JM	RECEIVE/REVIEW/PRINT JAMS INVOICE FROM GVC/CLA ARBITRATION	0.20	NO CHARGE
09/18/18 JM	RECEIVE/REVIEW/DIARY EMAIL ATTACHMENT WITH NEW ARBITRATOR DECISION TARGET DATE;	0.20	NO CHARGE
For professional services rendered		0.40	\$0.00
Additional Charges :			
09/30/18 COS	PHOTOCOPY CHARGES		NO CHARGE
Total costs			\$0.00
Previous balance			\$4,440.72
10/5/2018 Payment - thank you. Check No. 1217			(\$4,403.47)
10/5/2018 Courtesy 10% Credit			(\$37.25)
Total payments and adjustments			(\$4,440.72)
Balance due			\$0.00

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
 WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
 PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	\$5,000.00

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.



10/30/2018  
1:41 PM

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
Pre-bill Worksheet

Page 1

Nickname 7157-GREEN VALLEY COMMERCE LLC | 1541  
Full Name BENJAMIN GOLSHANI  
Address 2801 S. MAIN ST.  
LOS ANGELES, CA 90007  
Phone 1 310-260-5666 Phone 2  
Phone 3 Phone 4  
In Ref To CLA PROPERTIES, LLC - #7157  
Last bill 9/30/2018  
Last charge 10/30/2018  
Last payment 10/5/2018 Amount \$4,403.47

Date ID	Attorney Activity	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/9/2018 251329	ROD, L. Legal Services REVIEW ARBITRATOR AWARD, CONFERENCE, INTRA-OFFICE RE SAME AND CALENDARING;E-MAIL COMMUNICATION WITH CLIENT	475.00	0.40	190.00	Billable
10/9/2018 251337	JACK LIEV Legal Services REVIEW ARBITRATION DECISION	135.00	0.30 0.30	40.50 40.50	No Charge
10/9/2018 251385	JACK LIEV Legal Services FILE MANAGEMENT MERITS ORDER NO. 1	135.00	0.30 0.30	40.50 40.50	No Charge
10/9/2018 251742	AGAY Legal Services READ ARBITRATION ORDER; DISC WITH LEWIN (N/C);	395.00	0.50	197.50	Billable
10/11/2018 251743	AGAY Legal Services REVIEW JAMS RULES AND TRANSCRIPT TO PREPARE AWARD AND COMMENCED DRAFTING	395.00	1.75	691.25	Billable
10/12/2018 251412	ROD, L. Legal Services E-MAIL COMMUNICATION WITH BEN	475.00	0.20	95.00	Billable
10/16/2018 251512	ROD, L. Legal Services CONFERENCE, INTRA-OFFICE RE AWARD AND STRATEGY ; TO DO	475.00	0.35	166.25	Billable
10/16/2018 251744	AGAY Legal Services REVIEW E-MAIL EXCHANGE WITH CLIENT; CONFERENCE, INTRA-OFFICE RE AWARD DRAFTING	395.00	0.25	98.75	Billable
10/17/2018 251746	AGAY Legal Services DRAFTING AWARD	395.00	3.05	1,204.75	Billable

10/30/2018  
1:41 PM

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
Pre-bill Worksheet

Page 2

7157-GREEN VALLEY COMMERCE LLC:BENJAMIN GOLSHANI (continued)

Date ID	Attorney Activity	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/19/2018 251745	AGAY Legal Services REVIEW AND RESPOND TO CLIENT EMAILS RE AWARD; COMPLETE FIRST DRAFT OF AWARD	395.00	2.70	1,066.50	Billable
10/22/2018 251630	ROD, L. Legal Services BEGIN WORKUP OF MOTION FOR ATTORNEYS FEES.	475.00	1.00	475.00	Billable
10/25/2018 251671	ROD, L. Legal Services WORK ON INTERIM AWARD; CONFERENCE, INTRA-OFFICE RE AWARD ISSUES AND STRATEGY;	475.00	1.75	831.25	Billable
10/25/2018 251747	AGAY Legal Services REVIEW LEWIN EDITS TO AWARD AND COMMENT THEREON	395.00	0.70 0.70	276.50 276.50	No Charge
10/25/2018 251788	ROD, L. Legal Services WORK ON MOTION FOR ATTORNEYS FEES;	475.00	1.80	855.00	Billable
10/26/2018 251723	ROD, L. Legal Services REVIEW AND REVISE INTERIM AWARD; E-MAIL TO BEN AND LOUIS	475.00	2.00	950.00	Billable
10/26/2018 251724	ROD, L. Legal Services REVIEW AGAY COMMENTS TO MOTION FOR ATTORNEYS FEES AND REVISE;; DRAFT GARFINKEL DECLARATION; E-MAIL TO GARFINKEL	475.00	2.00	950.00	Billable
10/26/2018 251725	AGAY Legal Services REVIEW INTERIM AWARD DRAFT AND CONFERENCE WITH LEWIN RE PROPOSED EDITS;	395.00	0.65	256.75	Billable
10/26/2018 251732	JACK LIEV Legal Services BEGIN REDACTIONS ON BILLING STATEMENTS; CALCULATE AND SUMMARIZE COSTS FOR JAMS ARBITRATION PREVAILING PARTY APPLICATION	135.00	0.75	101.25	Billable
10/26/2018 251748	AGAY Legal Services CONFERENCE RE MOTION FOR ATTORNEYS FEES; REVIEW DRAFT AND EDIT; REVIEW FILES RE EXTRA WORK REQUIRED BECAUSE OF BIDSAL CLAIMS; EDIT DECLARATION RE BIDSAL GENERATED WORK	395.00	4.80	1,896.00	Billable

10/30/2018  
1:41 PM

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
Pre-bill Worksheet

Page 3

7157-GREEN VALLEY COMMERCE LLC:BENJAMIN GOLSHANI (continued)

Date ID	Attorney Activity	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/27/2018 251733	JACK LIEV Legal Services PREPARE MEMO/SUPPLY CALCULATIONS FOR ATTORNEY FEES AND COSTS TO APPLICATION TO JAMS ARBITRATOR (INCLUDING REDACTIONS)	135.00	3.75 3.75	506.25 506.25	No Charge
10/29/2018 251736	ROD, L. Legal Services TELEPHONE CALL FROM LOUIS ; EDIT INTERIM AWARD.	475.00	0.30	142.50	Billable
10/29/2018 251750	AGAY Legal Services CONFERENCE WITH LEWIN RE ATTORNEYS FEE MOTION AND EDIT	395.00	0.75 0.75	296.25 296.25	No Charge
10/29/2018 251751	ROD, L. Legal Services REVIEW AGAY EDITS AND CONTINUE WORKUP ON MOTION FOR ATTORNEYS FEES AND COSTS	475.00	1.70	807.50	Billable
10/29/2018 251764	AGAY Legal Services DRAFT FURTHER EDIT FOR ATTY FEE MOTION	395.00	0.60	237.00	Billable
10/29/2018 251767	ROD, L. Legal Services REVIEW JAMS BILLING; REVIEW BACKUP DOCUMENTS; E-MAIL COMMUNICATION WITH CLIENT; REVIEW INVOICES; TELEPHONE CALL FROM LOUIS; FINALIZE ATTORNEY FEE MOTION	475.00	1.45	688.75	Billable
10/30/2018 251783	JACK LIEV Legal Services CALCULATE COSTS BY CATEGORIES FOR APPLICATION TO ARBITRATOR; PREPARE MEMO	135.00	1.00	135.00	Billable
10/30/2018 251790	ROD, L. Legal Services FINALIZE BOTH AWARD AND ATTY FEE MOTION;	475.00	1.50 1.50	712.50 712.50	No Charge
TOTAL	Billable Fees No Charge		29.00 7.30	\$1,872.50	\$12,036.00
Total of billable expense slips					\$0.00

10/30/2018  
1:41 PM

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
Pre-bill Worksheet

Page 4

7157-GREEN VALLEY COMMERCE LLC:BENJAMIN GOLSHANI (continued)

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	\$12,036.00	
Total of Fees (Time Charges)		\$12,036.00
Total of Costs (Expense Charges)		\$0.00
Total new charges		\$12,036.00
New Balance Current	\$12,036.00	
Total New Balance		\$12,036.00
Funds Account: Default		
Previous account balance	\$5,000.00	
Total added to account	\$0.00	
Total removed from account	\$0.00	
New account balance		\$5,000.00
Amount to replenish account to \$5,000.00	\$0.00	

**EXHIBIT "B"**


**Platinum Card®**

 RODNEY T LEWIN  
 Closing Date 04/27/18


p. 1/12

Account Ending [REDACTED]

**New Balance** [REDACTED]

**Payment Due Date**

05/22/18†

†Late Payment Warning: If we do not receive your payment by the Payment Due Date of 05/22/18, you may have to pay a late fee of up to \$38.00.

**Membership Rewards® Points**

Available and Pending as of 03/31/18

 For up to date point balance and full program details, visit [membershiprewards.com](http://membershiprewards.com)
**Account Summary**

 Previous Balance  
 Payments/Credits  
 New Charges  
 Fees

**New Balance** [REDACTED]

Days in Billing Period: 30

See page 2 for Important information about your account.

**Important Information:** To access the most up to date version of your Cardmember Agreement, please log in to your Account at [www.americanexpress.com](http://www.americanexpress.com).

Learn how to take advantage of your Pay Over Time feature on page 9

Your account is currently enrolled in one or more optional travel insurance product(s). For refund requests, please see Page 11 for your Travel Insurance Premium Refund/Credit form.

**Customer Care**

 Pay by Computer  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

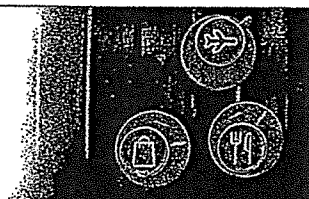
Customer Care 1-800-525-3355    Pay by Phone 1-800-472-9297

See Page 2 for additional information.

**Your morning coffees are adding up**

There are so many ways to use the points that you've earned. From travel to gift cards and so much more, you choose the way to treat yourself.

To find your reward, visit <http://amex.co/points>



↓ Please fold on the perforation below, detach and return with your payment ↓


**Payment Coupon**  
 Do not staple or use paper clips

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Pay by Phone**  
 1-800-472-9297

Account Ending [REDACTED]

 Enter 15 digit account # on all payments.  
 Make check payable to American Express.

RODNEY T LEWIN  
 8665 WILSHIRE BLVD  
 STE 210  
 BEVERLY HILLS CA 90211-2931

Payment Due Date [REDACTED]

Amount Due [REDACTED]



Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS  
 BOX 0001  
 LOS ANGELES CA 90096-8000

0000349991308891936 001729073001729073 24 H

APPENDIX000933

RODNEY T LEWIN

Account Ending [REDACTED]

p. 4/12

## Detail Continued

\*Indicates posting date

Amount

05/09/18	Southwest Airlines	DALLAS	TX	\$30.00
	SOUTHWEST AIRLINES (MASTE			
	From:	To:	Carrier:	Class:
	LAS VEGAS MCCARRAN	LOS ANGELES INTERN	WN	00
	Ticket Number: 5269804321669			
	Passenger Name: LEWIN/RODNEY			
	Document Type: MISC. CHARGE ORDER (MCO)/PREPAID TICKET AUTH.			

05/09/18	LA CHECKER CAB COOP	VAN NUYS	CA	\$69.78
	8189330927			

Continued on next page

APPENDIX000934



## Platinum Card®

RODNEY T LEWIN  
Closing Date 04/27/18



p. 7/12

Account Ending [REDACTED]

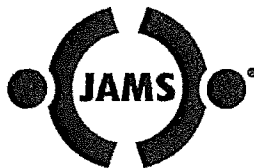
Detail Continued \*Indicates posting date

Amount

04/23/18	Southwest Airlines	DALLAS	TX	\$15.00
SOUTHWEST AIRLINES (MASTE				
From:	To:	Carrier:	Class:	
LAS VEGAS MCCARRAN	LOS ANGELES INTERN	WN	00	
Ticket Number: 5269802952245				
Passenger Name: LEWIN/RODNEY				
Document Type: MISC. CHARGE ORDER (MCO)/PREPAID TICKET AUTH.				
04/23/18	Southwest Airlines	DALLAS	TX	\$483.96
SOUTHWEST AIRLINES (MASTE				
From:	To:	Carrier:	Class:	
LOS ANGELES INTERN	LAS VEGAS MCCARRAN	WN	Y	
	LOS ANGELES INTERN	WN	Y	
Ticket Number: 5261438485354				
Passenger Name: LEWIN/RODNEY				
Document Type: PASSENGER TICKET				
04/23/18	Southwest Airlines	DALLAS	TX	\$15.00
SOUTHWEST AIRLINES (MASTE				
From:	To:	Carrier:	Class:	
LOS ANGELES INTERN	LAS VEGAS MCCARRAN	WN	00	
Ticket Number: 5269802952244				
Passenger Name: LEWIN/RODNEY				
Document Type: MISC. CHARGE ORDER (MCO)/PREPAID TICKET AUTH.				

Continued on reverse





# STATEMENT OF ACCOUNT

Statement Date

10/29/18

TO: Rodney T. Lewin, Esq.  
L/O Rodney T. Lewin  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

Reference #: 1260004569 RH  
Billing Specialist: Kirsten Thorn  
Email: KThorn@jamsadr.com  
Telephone: 949-224-4655  
Employer ID: 68-0542699

RE: CLA Properties, LLC vs. Bidsal, Shawn

Representing: CLA Properties, LLC

Neutrals(s): Hon. Stephen Haberfeld (Ret.)

Hearing Type: Arbitration

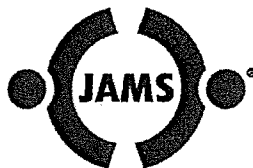
REP# 1

Date	Description	Charges	Credits	Balance
09/28/17	INVOICE #0004145344-260	1,200.00		1,200.00
09/29/17	CK #44057 Paid By: L/O Rodney T. Lewin		1,200.00 ✓	0.00
10/10/17	INVOICE #0004160220-260 *	3,000.00		3,000.00
10/17/17	CK #1174 Paid By: CLA Properties, LLC		3,000.00 ✓	0.00
11/07/17	CREDIT MEMO # #0004189327 *		3,000.00	(3,000.00)
11/30/17	INVOICE #0004213314-260	564.59		(2,435.41)
12/06/17	CREDIT MEMO # #0004221523		564.59	(3,000.00)
12/07/17	INVOICE #0004222472-260	426.01		(2,573.99)
12/08/17	INVOICE #0004223042-260 *	12,544.00		9,970.01
01/25/18	INVOICE #0004263864-260 *	728.00		10,698.01
01/26/18	CREDIT MEMO # #0004265309 *		728.00	9,970.01
01/26/18	INVOICE #0004265376-260 *	4,004.00		13,974.01
01/31/18	INVOICE #0004278822-260	331.85		14,305.86
01/31/18	CK #1196 Paid By: CLA Properties, LLC		4,004.00 ✓	10,301.86
02/28/18	CREDIT MEMO # #0004309287 *		4,004.00	6,297.86
02/28/18	INVOICE #0004309288-260	873.60		7,171.46
03/05/18	CK #WIRE TRANSFER Paid By: CLA Properties, LLC		7,171.46 ✓	0.00
03/27/18	CREDIT MEMO # #0004335193 *		12,544.00	(12,544.00)

YOUR ACCOUNT BALANCE IS DUE UPON RECEIPT  
Please make checks payable to JAMS, Inc.

Standard mail:  
P.O. Box 845402  
Los Angeles, CA 90084

Overnight mail:  
18881 Von Karman Ave. Suite 350  
Irvine, CA 92612



RE: CLA Properties, LLC vs. Bidsal, Shawn

Representing: CLA Properties, LLC

Neutrals(s): Hon. Stephen Haberfeld (Ret.)

Hearing Type: Arbitration

Reference #: 1260004569

REP# 1

Date	Description	Charges	Credits	Balance
03/28/18	INVOICE #0004337314-260 *	12,544.00		0.00
05/31/18	CREDIT MEMO # #0004408561 *		12,544.00	(12,544.00)
05/31/18	INVOICE #0004408562-260	6,720.00		(5,824.00)
08/31/18	INVOICE #0004517288-260	250.03		(5,573.97)
09/18/18	CK #ACH Paid By: CLA Properties, LLC		250.03 ✓	(5,824.00)

Credit Balance, Do not pay: (5,824.00)

# INVOICE



**Litigation**  
SERVICES

Discovery • Depositions • Trial

3770 Howard Hughes Pkwy.  
Suite 300  
Las Vegas, NV 89169  
Phone: 800.330.1112  
LitigationServices.com

Rodney T. Lewin, Esq.  
Rodney T. Lewin, Law Office  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
1234313	5/25/2018	469894
<b>Job Date</b>	<b>Case No.</b>	
5/8/2018		
<b>Case Name</b>		
CLA Properties, LLC vs. Bidsal, Shawn		
<b>Payment Terms</b>		
Net 30		

Split Cost - Transcript of Proceedings  
Arbitration Day 1

1,916.26

**TOTAL DUE >>>** **\$1,916.26**

AFTER 6/24/2018 PAY **\$2,107.89**

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 0.00

(+) Finance Charges/Debits: 191.63

(=) New Balance: **\$2,107.89**

**Tax ID: 27-5114755**

Phone: 310-659-6771 Fax:

*Please detach bottom portion and return with payment.*

Rodney T. Lewin, Esq.  
Rodney T. Lewin, Law Office  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

Invoice No. : 1234313  
Invoice Date : 5/25/2018  
Total Due : \$ 2,107.89

Remit To: **Litigation Services and Technologies of  
Nevada, LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

Job No. : 469894  
BU ID : LV-CR  
Case No. :  
Case Name : CLA Properties, LLC vs. Bidsal, Shawn

APPENDIX000938


**LIT** **Litigation**  
SERVICES

Discovery : Depositions : Trial

 3770 Howard Hughes Prkwy.  
Suite 300  
Las Vegas, NV 89169  
Phone: 800.330.1112  
LitigationServices.com

 Rodney T. Lewin, Esq.  
Rodney T. Lewin, Law Office  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

# INVOICE

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
1234326	5/25/2018	469952
<b>Job Date</b>	<b>Case No.</b>	
5/9/2018		
<b>Case Name</b>		
CLA Properties, LLC vs. Bidsal, Shawn		
<b>Payment Terms</b>		
Net 30		

 Split Cost - Transcript of Proceedings  
Arbitration Day 2

1,782.12

<b>TOTAL DUE &gt;&gt;&gt;</b>	<b>\$1,782.12</b>
AFTER 6/24/2018 PAY	\$1,960.33

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	178.21
<b>(=) New Balance:</b>	<b>\$1,960.33</b>

Tax ID: 27-5114755

Phone: 310-659-6771 Fax:

*Please detach bottom portion and return with payment.*

 Rodney T. Lewin, Esq.  
Rodney T. Lewin, Law Office  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

 Invoice No. : 1234326  
Invoice Date : 5/25/2018  
Total Due : \$ 1,960.33

 Remit To: **Litigation Services and Technologies of  
Nevada, LLC  
P.O. Box 98813  
Las Vegas, NV 89193-8813**

 Job No. : 469952  
BU ID : LV-CR  
Case No. :  
Case Name : CLA Properties, LLC vs. Bidsal, Shawn

APPENDIX000939



## Las Vegas

Mar 20, 2018 - Mar 20, 2018 | Itinerary # 7337701225206

### Important Information

- Remember to bring your Itinerary and government-issued photo ID for airport check-in and security.
- Fare restrictions apply to this trip.**  
Please review the rules and restrictions for each fare in the Airline Rules & Regulations section below.
- Delta Basic Economy

### Los Angeles (LAX) → Las Vegas (LAS)

Mar 20, 2018 - Mar 20, 2018 , 1 round trip ticket

### TICKETING IN PROGRESS

Delta H4E3ZF  
Orbitz.com Booking ID M56RP3

Your ticket is not yet confirmed. We are confirming it with the airline and will update your online Itinerary within 24 hours.

### Traveler Information

<b>Benjamin Golshani</b>	Delta	Ticketing in
Adult	SkyMiles HK	progress
	2215253952	
	TSA Known	
	Traveler	
	Number	

\* Seat assignments, special meals, frequent flyer point awards and special assistance requests should be confirmed directly with the airline.

Mar 20, 2018 - Total travel time: 1 h 15 m  
Departure Nonstop

Los Angeles Las Vegas 1 h 15 m  
LAX 7:00am LAS 8:15am  
Terminal 2



Terminal 1

Delta 5779 Operated by COMPASS DBA  
DELTA CONNECTION  
Economy / Coach (E) | BASIC ECONOMY  
Fare type: Basic Economy

Mar 20, 2018 - Total travel time: 1 h 12 m  
Return Nonstop

Las Vegas Los Angeles 1 h 12 m  
LAS 6:10pm LAX 7:22pm



Terminal 1

Terminal 2

Delta 853  
Economy / Coach (E) | BASIC ECONOMY

### Price Summary

<b>Traveler 1: Adult</b>	<b>\$207.60</b>
Flight	\$166.51
Taxes & Fees	\$41.09
<b>Total:</b>	<b>\$207.60</b>

All prices quoted in US dollars.

### Additional Flight Services

- The airline may charge additional fees Opens in a new window. for checked baggage or other optional services.

**\$2.08 in**

**Orbucks** **ORBITZ REWARDS**

For this trip

Caesars Palace - Resort &amp; Casino, Las Vegas



# Receipt for Caesars Palace - Resort & Casino, Las Vegas

May 7, 2018 - May 9, 2018

Itinerary # 7347785662783

## Booked Items

Hotel: Caesars Palace - Resort & Casino  
 3570 Las Vegas Boulevard South, Las Vegas, NV89109  
 Check-in: 5/7/2018 | Check-out: 5/9/2018, 1 room | 2 nights

## Traveler Information

Rodney T Lewin  
 Room 1: Julius Deluxe Room, 1 King Bed, Non Smoking (Newly Renovated)

## Cost Summary

Booked Date: Apr 24, 2018

Room Price	\$472.60
2 nights	\$240.20 avg./night
Mon, May 7	\$210.17
Tue, May 8	\$270.22
Save 15% on select hotels on Orbitz.com	-\$72.06
Taxes & Fees	\$64.27

Total: \$472.60  
 Collected by Orbitz

Paid: \$472.60  
 (MasterCard )  
 All prices quoted in USD.

*Rodney T Lewin*

*Can be cancelled  
 up to May 3, 2018*

001066

4/24/2018, 8:44 AM

Receipt for Caesars Palace - Resort &amp; Casino, Las Vegas

<https://www.orbitz.com/itinerary-receipt?tripid=8446982c-8656-4...>

## Receipt for Caesars Palace - Resort & Casino, Las Vegas

May 7, 2018 - May 9, 2018

Itinerary # 7343957109002

### Booked Items

Hotel: Caesars Palace - Resort &amp; Casino

3570 Las Vegas Boulevard South, Las Vegas, NV89109

Check-in: 5/7/2018 | Check-out: 5/9/2018, 1 room | 2 nights

### Traveler Information

Benjamin Golshani

Room 1: Nobu Deluxe Room, 2 Queen Beds

### Cost Summary

Booked Date: Apr 9, 2018

Room Price	\$511.92
2 nights	\$260.18 avg./night
Mon, May 7	\$250.17
Tue, May 8	\$270.18

Save 15% on select hotels on Orbitz.com -  
JUSTLIKETHAT

-\$78.05

Taxes &amp; Fees \$69.62

Total: \$511.92

Collected by Orbitz

Paid: \$511.92

[MasterCard]

All prices quoted in USD.



FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID

Thank you for your purchase!



Los Angeles, CA - LAX to Las Vegas, NV - LAS

Air

QWLTVI

Confirmation #QWLTVI

Los Angeles, CA - LAX to Las Vegas,  
NV - LAS  
Monday, May 7, 2018 - Wednesday, May  
9, 2018

**EarlyBird Check-In**

Automatic check in before our  
traditional 24-hr check-in.

Add it now

Air Total: \$621.92

Amount Paid  
\$621.92

Trip Total  
\$621.92

MAY 7

MON 05/07/18 - Las Vegas

AIR

Los Angeles, CA - LAX to Las Vegas, NV - LAS  
05/07/2018 - 05/09/2018

Confirmation #

QWLTVI

Adult Passenger(s)

BENJAMIN GOLSHANI

SHAWN GOLSHANI

Rapid Rewards #

Add Rapid Rewards Number

Subscribe to Flight Status Messaging

Travel Date	Flight Segments			Flight Summary
DEPART MAY 7 MON	05:45 PM	Depart Los Angeles, CA (LAX) on Southwest Airlines	Flight #1297 Southwest	Monday, May 7, 2018
	06:55 PM	Arrive in Las Vegas, NV (LAS)	WiFi available	Travel Time 1 h 10 m (Nonstop) Wanna Get Away
RETURN MAY 9 WED	07:40 PM	Depart Las Vegas, NV (LAS) on Southwest Airlines	Flight #1748 Southwest	Wednesday, May 9, 2018
	08:50 PM	Arrive in Los Angeles, CA (LAX)	WiFi available	Travel Time 1 h 10 m (Nonstop) Anytime

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied

APPENDIX000943



**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure of your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds for the originally ticketed Passenger only. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

**Applying Travel Funds:** In the event your travel plans change and you need to apply travel funds to future trips, please make note of your confirmation number. Customers calling Southwest to request a refund or to research travel funds for a specific ticket must provide their confirmation number, ticket number or flight information (date, origin and destination).

**Prohibition of Multiple/Conflicting Reservations:** To promote seat availability for our Customers, Southwest prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively cancelled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as travel funds for use by the Customer on a future Southwest Airlines flight.

**Booking with Rapid Reward Points:**

When booking with Rapid Rewards points, your point balance may not immediately update in your account.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity
Depart	LAX-LAS	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (nontransferable - no name changes allowed)</li> <li>Nonrefundable unless purchased with Points</li> </ul>	2
Return	LAS-LAX	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>Refundable (certain restrictions may apply)</li> <li>Same-Day Changes</li> <li>No Change Fees</li> </ul>	2
<b>Subtotal</b>				<b>\$621.92</b>
				<b>Fare Breakdown</b>

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply.

**Bag Charge** \$0.00

**Air Total:**  
**\$621.92**

**Gov't taxes & fees now included**

**Purchaser Name** BENJAMIN Golshanl

**Billing Address** 2801 S Main St  
Los Angeles, CA US 90007

**Form of Payment**

			Amount Applied
MasterCard - XXXXXXXXXXXX-8855			\$483.94
Travel Funds - U8UMFF - 6818	Original Balance	Applied	
	\$68.99	\$68.99	\$68.99
Travel Funds - U8UMFF - 6891	Original Balance	Applied	
	\$68.99	\$68.99	\$68.99

Your MasterCard credit card ending in -8855 has been added to your MySouthwest account

**Amount Paid**  
**\$621.92**

**Trip Total**  
**\$621.92**

**EXHIBIT "C"**

**CLA PROPERTIES, LLC v. BIDSAL JAMS ARBITRATION: COSTS**

**TRAVEL:**

Taxi -	\$ 129.73
Parking -	\$ 71.50
Hotel -	\$ 984.52
Travel Evidentiary Hrg – 5/7-9-18	\$ 984.25
Meals – 5/7-5/8	\$ 333.28
Travel for LeGrand Deposition	\$ 207.60

**SUB-TOTAL \$ 2,710.88**

**LITIGATION SERVICES (Transcripts):**

Litigation Services and Technologies \$2,107.89  
\$1,960.33

**SUB-TOTAL \$3,698.38**

**REPORTER COSTS (LEGRAND) \$2,240.22**

**DELIVERY, PHOTOCOPIESS, PARKING AND MISCELLANEOUS COSTS:**

\$4,105.59

**JAMS/ARBITRATOR FEE:** \$16,445.00

**TOTAL COSTS:** \$29,200.07

**EXHIBIT "D"**

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

November 02, 2017

Page 3

In Reference To: CLA PROPERTIES, LLC adv  
Shawn Bidsal

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
10/12/2017	LEG Telephone conference with Rod Lewin regarding arbitration and discovery.	0.20	\$75.00
10/17/2017	LEG Review motion to stay arbitration.	0.10	NO CHARGE
10/20/2017	LEG Review draft of opposition to motion to stay; review correspondence from JAMS; review correspondence.	0.30	\$112.50
10/23/2017	LEG Review response and counterclaim; review correspondence; draft correspondence to Ben Golshani.	0.10	NO CHARGE
TOTAL FOR NEW SERVICES		<u>0.70</u>	<u>\$187.50</u>
BALANCE DUE			<u>\$187.50</u>

To insure proper credit, please include the account number or copy of invoice with your payment.

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

December 07, 2017

Page 3

In Reference To: *CLA PROPERTIES, LLC adv*  
*Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
11/6/2017	LEG Telephone conference with Rod Lewin; draft correspondence to James Shapiro.	0.20	\$75.00
11/7/2017	LEG Review correspondence from the AAA; review AAA rules.	0.20	\$75.00
11/9/2017	LEG Draft correspondence to JAMS; review correspondence; draft correspondence to James Shapiro; review correspondence; draft correspondence to James Shapiro; telephone conference with Rod Lewin; draft correspondence to JAMS; review correspondence.	0.40	\$150.00
11/10/2017	LEG Review correspondence from JAMS' review correspondence from James Shapiro; draft correspondence to James Shapiro; review reply in support of motion to stay arbitration; review Bidsal's disclosure of witnesses and documents' draft correspondence to JAMS.	0.30	\$112.50
11/13/2017	LEG Prepare for pre-arbitration conference; telephone conference with Rod Lewin regarding pre-arbitration conference; attend pre-arbitration conference; telephone conference with Rod Lewin, James Shapiro, and Dan Goodkin regarding various matters; telephone conference with Rod Lewin; review claimant's disclosures.	1.40	\$525.00
11/15/2017	LEG Review various correspondence and documents; telephone conference with Rod Lewin regarding discovery; review correspondence; review correspondence and notice of hearing; telephone conference with Ben Golshani; draft correspondence to Jim Shapiro; review Arbitrator's November 14, 2017 order; review correspondence and amended order; review correspondence.	1.30	\$487.50
11/16/2017	LEG Telephone conference with Rod Lewin regarding pre-arbitration hearing; prepare for arbitration hearing; attend pre-arbitration hearing with Judge Haberfield and Jim Shapiro; telephone conference with Ben Golshani; review correspondence.	1.30	\$487.50
11/17/2017	LEG Review correspondence; draft correspondence to Jim Shapiro; telephone conference with Rod Lewin; draft correspondence to Jim Shapiro; draft correspondence to Jim Shapiro..	0.40	\$150.00
11/20/2017	LEG Review correspondence; draft correspondence to Rod Lewin; review arbitrator's orders; legal research regarding contract interpretation, parol evidence, and integration clauses.	1.20	\$450.00
TOTAL FOR NEW SERVICES		6.70	\$2,512.50
PREVIOUS BALANCE			\$187.50
10/31/2017 Payment - thank you. Check No. 1184			(\$187.50)
APPENDIX 000949 (if applicable)			(\$187.50)

*LEVINE GARFINKEL & ECKERSLEY*

BENJAMIN GOLSHANI

December 07, 2017  
Page 4

BALANCE DUE

Amount\$2,512.50

To insure proper credit, please include the account number or copy of invoice with your payment.

001075

001075

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

January 03, 2018  
Page 3In Reference To: CLA PROPERTIES, LLC adv  
Shawn Bidsal

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
12/29/2017 LEG Review materials regarding allocation of assets; telephone conference with Ben Golshani.	0.20	NO CHARGE
TOTAL FOR NEW SERVICES	0.20	\$0.00
PREVIOUS BALANCE		\$2,512.50
12/18/2017 Payment - thank you. Check No. 12/18		(\$2,512.50)
Total adjustments (if applicable)		(\$2,512.50)
BALANCE DUE		\$0.00

To insure proper credit, please include the account number or copy of invoice with your payment.



## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

February 07, 2018  
Page 3In Reference To: *CLA PROPERTIES, LLC adv  
Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
1/3/2018	LEG Telephone conference with Richard Agay regarding Rule 18 motion.	0.50	NO CHARGE
1/4/2018	LEG Telephone conference with Rod Lewin regarding opening brief.	0.20	\$75.00
1/8/2018	LEG Review and revise opening Rule 18 brief; telephone conference with Rod Lewin.	0.60	\$225.00
1/18/2018	LEG Review draft of response to respondent's opening brief, objections to evidence, and section of operating agreement; review correspondence.	0.80	\$300.00
1/19/2018	LEG Review second draft of responding brief; telephone conference with Rod Lewin regarding brief; review correspondence.	0.80	\$300.00
1/22/2018	LEG Review correspondence; draft correspondence to Ben Golshani.	0.20	NO CHARGE
1/24/2018	LEG Telephone conference with Arbitrator Haberfield and counsel; telephone conference with Rod Lewin.	0.20	\$75.00
1/25/2018	LEG Review draft of reply brief; telephone conference with Richard Agay.	0.40	\$150.00
TOTAL FOR NEW SERVICES		3.70	\$1,125.00
BALANCE DUE			\$1,125.00

To insure proper credit, please include the account number or copy of invoice with your payment.

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

March 07, 2018  
Page 2In Reference To: *CLA PROPERTIES, LLC adv  
Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

	Hours	Amount
2/12/2018 LEG Telephone conference with Rod Lewin regarding hearing; telephone conference with David LeGrande.	0.30	\$112.50
2/13/2018 LEG Telephone conference with Ben Golshani regarding [REDACTED]	0.20	\$75.00
2/14/2018 LEG Telephone conference with Ben Golshani and Rod Lewin; draft correspondence to Jim Shapiro.	0.30	\$112.50
2/15/2018 LEG Draft correspondence to Jim Shapiro; review correspondence; draft correspondence to counsel; telephone conference with Rod Lewin.	0.20	\$75.00
2/16/2018 LEG Telephone conference with Ben Golshani.	0.20	\$75.00
2/20/2018 LEG Review correspondence; telephone conference with Rod Lewin; telephone conference with Rod Lewin, Dan Goodkin, and Jim Shapiro; telephone conference with Rod Lewin; telephone conference with Rod Lewin.	0.80	\$300.00
2/21/2018 LEG Draft correspondence to Rod Lewin; review correspondence.	0.10	NO CHARGE
2/22/2018 LEG Draft correspondence to Jim Shapiro and Dan Goodkin; telephone conference with David LeGrand; review correspondence.	0.20	\$75.00
2/27/2018 LEG Review stipulation and agreement regarding discovery; telephone conference with Rod Lewin; draft subpoena duces tecum; draft notice of deposition.	0.60	\$225.00
2/28/2018 LEG Telephone conference with David LeGrand; telephone conference with Rod Lewin; review correspondence; telephone conference with Rod Lewin; telephone conference with David LeGrand; telephone conference with Rod Lewin; review correspondence; draft correspondence to Ben Golshani.	0.80	\$300.00

## TOTAL FOR NEW SERVICES

3.70 \$1,350.00

## Additional Charges :

	Price	
2/28/2018 Wiznet fee to Clark County District Court - Notice of Deposition	3.50	3.50
2/16/2018 Witness fee to David LeGrand	44.00	44.00
Total costs		\$47.50

APPENDIX 000953 OF THIS BILL

\$1,397.50

*LEVINE GARFINKEL & ECKERSLEY*

BENJAMIN GOLSHANI

March 07, 2018

Page 3

PREVIOUS BALANCE

Amount

\$1,125.00

BALANCE DUE

\$2,522.50

To insure proper credit, please include the account number or copy of invoice with your payment.

001079

001079

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

April 05, 2018  
Page 2In Reference To: *CLA PROPERTIES, LLC adv  
Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		Hours	Amount
3/1/2018	LEG Telephone conference with Jim Shapiro regarding discovery; telephone conference with David LeGrand; telephone conference with Rod Lewin and Richard Agay; telephone conference with Ben Golshani regarding discovery.	0.90	\$337.50
3/2/2018	LEG Review notices of depositions; draft correspondence to Ben Golshani; telephone conference with Rod Lewin; telephone conference with Ben Golshani.	0.50	\$187.50
3/5/2018	LEG Review materials received from client; telephone conference with Rod Lewin; review correspondence; review documents produced by David LeGrand; telephone conference with David LeGrand; telephone conference with Rod Lewin; conference with David LeGrand.	1.70	\$637.50
3/6/2018	LEG Telephone conference with Rod Lewin and Richard Agay; review documents produced by David LeGrand.	1.30	\$487.50
3/7/2018	LEG Review correspondence and materials; telephone conference with Ben Golshani; telephone conference with Rod Lewin; telephone conference with Ben Golshani; telephone conference with Rod Lewin and Ben Golshani; draft 16.1 second supplemental disclosure; review documents produced by David LeGrand; telephone conference with Rod Lewin.	1.90	\$712.50
3/8/2018	LEG Prepare for deposition of David LeGrand; draft correspondence to Rod Lewin; telephone conference with Ben Golshani; telephone conference with Rod Lewin; draft correspondence to Jim Shapiro.	1.90	\$712.50
3/9/2018	LEG Review correspondence; draft correspondence for Jim Shapiro; review documents received from client regarding Green Valley property; prepare for deposition of David LeGrand; telephone conference with Ben Golshani; telephone conference with David LeGrand.	1.60	\$600.00
3/12/2018	LEG Review correspondence; prepare for deposition of David LeGrand; telephone conference with Ben Golshani; telephone conference with Rod Lewin; review correspondence.	2.90	\$1,087.50
3/13/2018	LEG Prepare for deposition of David LeGrand; telephone conference with Rod Lewin; telephone conference with Ben Golshani; telephone conference with Ben Golshani.	2.70	\$1,012.50
3/14/2018	LEG Prepare for deposition of David LeGrand; telephone conference with Ben Golshani; telephone conference with David LeGrand; telephone conference with Ben Golshani; review correspondence and documents produced by Bidsal; review correspondence; telephone conference with Rod Lewin; telephone conference with David LeGrand; telephone conference with Ben Golshani.	2.60	\$975.00

APPENDIX000955

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

April 05, 2018  
Page 3

		<u>Hours</u>	<u>Amount</u>
3/15/2018	LEG Conference with Ben Golshani.	1.50	NO CHARGE
3/16/2018	LEG Telephone conference with Rod Lewin; telephone conference with Rod Lewin, Jim Shapiro and Dan Goodkin; telephone conference with Rod Lewin; telephone conference with David LeGrand; draft correspondence to Jim Shapiro; telephone conference with Ben Golshani, review various correspondence.	1.20	\$450.00
3/19/2018	LEG Review correspondence and materials received from client; prepare for deposition of David LeGrand; telephone conference with Rod Lewin and Richard Agay; review chronology of events; telephone conference with David LeGrand; telephone conference with Rod Lewin.	1.60	\$600.00
3/20/2018	LEG Review supplemental disclosure; prepare for deposition of David LeGrand; conference with Ben Golshani; attend deposition of David LeGrand; conference with Ben Golshani; telephone conference with Rod Lewin and Ben Golshani; telephone conference with Rod Lewin; telephone conference with Ben Golshani.	6.40	\$2,400.00
3/21/2018	LEG Telephone conference with Rod Lewin and Richard Agay; telephone conference with Ben Golshani.	0.50	\$187.50
3/22/2018	LEG Review Bidsal's supplemental production; review Bidsal's Rule 20 disclosure; review CLA's supplemental disclosure; review various correspondence and materials; telephone conference with Richard Agay; telephone conference with Richard Agay; revidew Bidsal's Third Supplemental Disclosure.	1.20	\$450.00
3/23/2018	LEG Telephone conference with Ben Golshani.	0.20	\$75.00
3/26/2018	LEG Review correspondence; draft correspondence to Ben Golshani.	0.10	NO CHARGE
3/27/2018	LEG Review correspondence; telephone conference with Rod Lewin; review deposition of David LeGrand and exhibits; telephone conference with Ben Golshani; telephone conference with Ben Golshani; review correspondence; telephone conference with David LeGrand.	2.30	\$862.50

TOTAL FOR NEW SERVICES

33.00 \$11,775.00

Additional Charges :

	<u>Price</u>	
3/24/2018 Deposition Costs for David Galen Le Grand	2,192.72	2,192.72
3/12/2018 Deposition Costs (Holo)	122.37	122.37
Total costs		\$2,315.09

TOTAL AMOUNT OF THIS BILL

\$14,090.09

APPENDIX000956

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

April 05, 2018  
Page 4

	<u>Amount</u>
PREVIOUS BALANCE	\$2,522.50
3/31/2018 Courtesy Discount per Louis E. Garfinkel Esq.	<u>(\$375.00)</u>
Total adjustments (if applicable)	<u>(\$375.00)</u>
 BALANCE DUE	 <u>\$16,237.59</u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
15,112.59	1,125.00	0.00	0.00	0.00

To insure proper credit, please include the account number or copy of invoice with your payment.

APPENDIX000957

**LEVINE GARFINKEL & ECKERSLEY**

*Attorneys at Law*  
 2965 S. Jones Boulevard, Suite  
 C1-140  
 Las Vegas, NV 89146  
 Tax ID 56-2349556  
 (702) 735-0451

BENJAMIN GOLSHANI  
 Law Offices of Rodney T. Lewin  
 Rod@rtlewin.com

May 03, 2018

*In Reference To: CLA PROPERTIES, LLC adv  
 Shawn Bidsal*

*Account No.: 35338.002*

**FOR PROFESSIONAL SERVICES**

		<u>Hours</u>	<u>Amount</u>
4/2/2018	LEG Review CLA's Third Supplemental Disclosure; review correspondence; research regarding presumptions; draft correspondence to Richard Agay.	0.80	\$300.00
4/3/2018	LEG Review correspondence; telephone conference with Richard Agay; review materials regarding [REDACTED]; review correspondence.	0.60	\$225.00
4/9/2018	LEG Review correspondence; telephone conference with Ben Golshani regarding David LeGrand's testimony.	0.20	\$75.00
4/13/2018	LEG Review summary; telephone conference with Richard Agay.	0.30	\$112.50
4/18/2018	LEG Review draft pf arbitration brief; review Rule 20 List of Witnesses and Exhibits; telephone conference with Rod Lewin.	1.20	\$450.00
4/21/2018	LEG Review correspondence and documents.	0.20	\$75.00
4/25/2018	LEG Telephone conference with Ben Golshani.	0.50	\$187.50
4/26/2018	LEG Telephone conference with Rod Lewin regarding [REDACTED] review correspondence; review supplemental disclosure.	0.40	\$150.00
4/30/2018	LEG Review Golshani Rule 20 disclosure; review correspondence and documents; review correspondence.	0.40	\$150.00
<b>TOTAL FOR NEW SERVICES</b>		<b>4.60</b>	<b>\$1,725.00</b>
<b>PREVIOUS BALANCE</b>			<b>\$16,237.59</b>
2/20/2018	Payment - thank you. Check No. 1200		(\$1,125.00)
4/9/2018	Payment - thank you. Check No. 1204		(\$15,112.59)
4/30/2018	Courtesy Discount per Louis E. Garfinkel, Esq.		(\$172.50)
<b>Total adjustments (if applicable)</b>			<b>(\$16,410.09)</b>
<b>BALANCE DUE</b>			<b>\$1,552.50</b>

To insure, include the account number or copy of invoice with your payment.

APPENDIX000958

**LEVINE GARFINKEL & ECKERSLEY**

Attorneys at Law  
 2965 S. Jones Boulevard, Suite  
 C1-140  
 Las Vegas, NV 89146  
 Tax ID 56-2349556  
 (702) 735-0451

BENJAMIN GOLSHANI  
 Law Offices of Rodney T. Lewin  
 Rod@rtlewin.com

June 06, 2018

In Reference To: **CLA PROPERTIES, LLC adv**  
**Shawn Bidsal**

Account No.: **35338.002**

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
5/1/2018 LEG	Telephone conference with Rod Lewin regarding [REDACTED] telephone conference with David LeGrand; review supplemental disclosure; telephone conference with Richard Agay.	0.30	\$112.50
5/2/2018 LEG	Review correspondence; review final Rule 20 disclosure; review correspondence.	0.20	\$75.00
5/4/2018 LEG	Review correspondence; telephone conference with Rod Lewin; telephone conference with Richard Agay; review Bidsal's final Rule 20 Disclosure; review Bidsal amended Rule 20 Disclosure; review Bidsal's arbitration brief; review correspondence.	1.30	\$487.50
5/7/2018 LEG	Review correspondence; research matters regarding Nevada law; telephone conference with Rod Lewin; telephone conference with David LeGrand; telephone conference with Ben Golshani; telephone conference with Ben Golshani; telephone conference with Rod Lewin.	0.80	\$300.00
5/8/2018 LEG	Telephone conference with Rod Lewin; telephone conference with court reporters; review correspondence; telephone conference with David LeGrand; review correspondence; draft correspondence to Rod Lewin.	1.40	\$525.00
5/11/2018 LEG	Telephone conference with Rod Lewin regarding arbitration; telephone conference with Ben Golshani regarding arbitration.	0.30	\$112.50
5/29/2018 LEG	Review arbitration hearing transcript; telephone conference with Rod Lewin.	2.40	\$900.00
5/30/2018 LEG	Review Arbitration hearing transcript.	2.20	\$825.00
TOTAL FOR NEW SERVICES		8.90	\$3,337.50

Additional Charges :

	<u>Price</u>
5/29/2018 Photocopy Charge - Arbitration Transcript I & II	105.75
Total costs	<u>\$105.75</u>

APPENDIX000959



## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

June 06, 2018

Page 2

	<u>Amount</u>
TOTAL AMOUNT OF THIS BILL	\$3,443.25
PREVIOUS BALANCE	\$1,552.50
 BALANCE DUE	 <u>\$4,995.75</u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
3,443.25	1,552.50	0.00	0.00	0.00

To insure proper credit, please include the account number or copy of invoice with your payment.

APPENDIX000960

**LEVINE GARFINKEL & ECKERSLEY**

*Attorneys at Law*  
 2965 S. Jones Boulevard, Suite  
 C1-140  
 Las Vegas, NV 89146  
 Tax ID 56-2349556  
 (702) 735-0451

BENJAMIN GOLSHANI  
 Law Offices of Rodney T. Lewin  
 Rod@rtlewin.com

July 05, 2018

*In Reference To: CLA PROPERTIES, LLC adv  
 Shawn Bidsal*

*Account No.: 35338.002*

FOR PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
6/8/2018 LEG Review Motion for Reconsideration; review correspondence.	0.20	\$75.00
6/25/2018 LEG Draft correspondence to Rod Lewin; review correspondence.	0.10	NO CHARGE
6/26/2018 LEG Review correspondence; review and revise draft Closing Argument Brief.	1.60	\$600.00
6/27/2018 LEG Review revised draft of closing argument brief; draft correspondence to Rod Lewin.	0.60	\$225.00
<b>TOTAL FOR NEW SERVICES</b>	<u>2.50</u>	<u>\$900.00</u>
<b>PREVIOUS BALANCE</b>		\$4,995.75
5/15/2018 Payment - thank you. Check No. 1206		<u>(\$1,552.50)</u>
<b>Total adjustments (if applicable)</b>		<u>(\$1,552.50)</u>
<b>BALANCE DUE</b>		<u><u>\$4,343.25</u></u>

To insure proper credit, please include the account number or copy of invoice with your payment.

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

August 02, 2018

Page 2

In Reference To: *CLA PROPERTIES, LLC adv*  
*Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
7/2/2018 LEG Review Bidsal's post-arbitration brief.	0.50	\$187.50
7/17/2018 LEG Review draft of Closing Responsive Brief; telephone conference with Rod Lewin.	1.20	\$450.00
7/19/2018 LEG Review CLA's Closing Responsive Brief; review Bidsal's Responsive Brief; review Opposition to Motion for Reconsideration.	1.30	\$487.50
7/23/2018 LEG Review correspondence; telephone conference with Rod Lewin; legal research regarding admissibility of extrinsic evidence for impeachment purposes.	1.30	\$487.50
7/25/2018 LEG Telephone conference with Richard Agay regarding Reply in Support of Motion for Reconsideration.	0.20	\$75.00
7/31/2018 LEG Review correspondence; review Reply in Support of Motion for Reconsideration.	0.20	\$75.00

## TOTAL FOR NEW SERVICES

4.70 \$1,762.50

## Additional Charges :

	<u>Price</u>
7/31/2018 Photocopy Charge	62.00
Total costs	\$62.00

## TOTAL AMOUNT OF THIS BILL

\$1,824.50

## PREVIOUS BALANCE

\$4,343.25

7/31/2018 Courtesy Discount per Louis E. Garfinkel, Esq.

(\$843.25)

Total adjustments (if applicable)

(\$843.25)

## BALANCE DUE

\$5,324.50

**LEVINE GARFINKEL & ECKERSLEY**

Attorneys at Law  
 2965 S. Jones Boulevard, Suite  
 C1-140  
 Las Vegas, NV 89146  
 Tax ID 56-2349556  
 (702) 735-0451

Benjamin Golshani  
 Law Offices of Rodney T. Lewin  
 Rod@rtlewin.com

September 05, 2018

In Reference To: **CLA PROPERTIES, LLC** adv  
**Shawn Bidsal**

Account No.: 35338.002

Amount

PREVIOUS BALANCE

\$5,324.50

8/17/2018 Payment - thank you. Check No. ACH

(\$5,324.50)

Total adjustments (if applicable)

(\$5,324.50)

**BALANCE DUE**

\$0.00

To insure proper credit, please include the account number or copy of invoice with your payment.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 18 and not a party to the within action; my business address is 8665 Wilshire Boulevard, Suite  
210, Beverly Hills California 90211-2931.

5 On October 30, 2018, I served the foregoing document described as **CLAIMANT**  
6 **CLA PROPERTIES, LLC'S APPLICATION FOR ATTORNEYS' FEES AND COSTS**  
7 **IN THE AMOUNT OF \$284,600.82; MEMORANDUM OF POINTS AND**  
8 **AUTHORITIES AND DECLARATIONS OF RODNEY T. LEWIN AND LOUIS**  
9 **GARFINKEL IN SUPPORT THEREOF; AND [PROPOSED] INTERIM AWARD** on the  
interested parties in this action by placing a true copy thereof enclosed in a sealed envelope  
addressed as follows:

10 see attached

11        **BY MAIL:** I caused such envelope to be deposited in the mail at Beverly Hills,  
12 California. The envelope was mailed with postage thereon fully prepaid. I am "readily  
13 familiar" with the firm's practice of collection and processing correspondence for mailing. It is  
deposited with the U.S. Postal Service on that same day in the ordinary course of business. I  
am aware that on motion of party served, service is presumed invalid if postal cancellation date  
or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

14   X   **VIA OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package  
15 provided by an overnight delivery carrier and addressed to the persons at the addresses above.  
16 I placed the envelope or package for collection and overnight delivery at an office or a regularly  
utilized drop box of the overnight delivery carrier or driver authorized by overnight delivery to  
receive documents.

17  
18   X   **VIA E-MAIL TO:** Attached

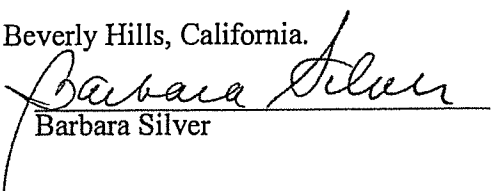
19        **BY FACSIMILE.** Pursuant to Rule 2005. The fax number that I used is set forth  
20 above. The facsimile machine which was used complied with Rule 2003(3) and no error was  
reported by the machine. Pursuant to Rule 2005(I), the machine printed a transmission record  
of the transmission

21 **BY PERSONAL SERVICE** I personally delivered such envelope by hand to the  
22 addressee(s).

23   X   **STATE** I declare under penalty of perjury under the laws of the State of California that  
24 the above is true and correct.

25 **FEDERAL** I declare that I am employed in the office of a member of the bar of this court  
at whose direction the service was made.

26 Executed on October 30, 2018 at Beverly Hills, California.

27   
28 Barbara Silver

1 James E. Shapiro, Esq.  
Smith & Shapiro  
2 3333 E. Serene Ave., #130  
Henderson, NV 89074  
3 Tel: (702) 318-5033  
Fax: (702) 318-5034  
4 Email: [jshapiro@smithshapiro.com](mailto:jshapiro@smithshapiro.com)

5 Daniel L. Goodkin, Esq  
Goodkin & Lynch LLP  
6 1800 Century Park East, 10<sup>th</sup> Floor  
Los Angeles, CA 90067  
7 Fax: (310) 943-1589  
Email: [dgoodkin@goodkinlynch.com](mailto:dgoodkin@goodkinlynch.com)

8 Louis E. Garfinkel, Esq.  
9 Levine, Garfinkel & Eckersley  
1671 W. Horizon Ridge Parkway  
10 Suite 220  
Henderson, NV 89012  
11 Tel: (702) 673-1612  
Fax: (702) 735-2198  
12 [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

# **EXHIBIT HH**

**(Bidsal's Award Ojection)**

001091

001091

# **EXHIBIT HH**

SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O:(702)318-5033 F:(702)318-5034

James E. Shapiro, ESQ.  
 Sheldon A. Herbert, Esq.  
 SMITH & SHAPIRO, PLLC  
 3333 E. Serene Ave., Suite 130  
 Henderson, Nevada 89074  
 O: (702) 318-5033

Daniel L. Goodkin, Esq.  
 GOODKIN & LYNCH, LLP  
 1800 Century Park East, 10<sup>th</sup> Fl.  
 Los Angeles, CA 90067  
 O: (310) 552-3322

*Attorneys for Respondent*

### JAMS

CLA PROPERTIES, LLC, a California limited liability company,

Reference #:1260004569

Claimant,

Arbitrator: Hon Stephen E. Haberfeld (Ret.)

vs.

SHAWN BIDSAL,

Respondent.

### **RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S PROPOSED INTERIM ORDER**

COMES NOW Respondent SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GOODKIN & LYNCH, LLP, and files his Objection (the "Objection") to Claimant CLA Properties, LLC's Proposed Interim Award (the "Award")<sup>1</sup>, as follows:

**1. Objection No. 1: Paragraph No. 1 in Section V (RELIEF GRANTED OR DENIED)** of the Award states, in pertinent part: "[a]ny distribution paid to Mr. Bidsal from Green Valley after July 7, 2017 shall be deducted from the payment to be made by CLA to Mr. Bidsal for his membership interest in Green Valley." This sentence is inappropriate and should be stricken from the Award.

<sup>1</sup> See *Exhibit "A"* for the Declaration of James E. Shapiro, Esq. explaining why the objections were not filed within the time originally provided for.



SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

1 First, the Merits Order, dated October 9, 2018, never provided any monetary award for  
2 distributions or any such deduction from the purchase price to be paid by CLA for Mr. Bidsal's  
3 membership interests in Green Valley Commerce, LLC ("GVC").

4 Second, JAMS Rule 11(b) does not grant the Arbitrator authority to award anything outside  
5 of "disputes over the formation, existence, validity, interpretation or scope of the agreement under  
6 which Arbitration is sought." Section 14.1 of Article III of the Operating Agreement only mandates  
7 arbitration "[i]n the event of any dispute or disagreement between the members as to the  
8 interpretation of any provision of this Agreement . . ." (emphasis added) Thus issues properly  
9 considered in arbitration all deal with the interpretation of the Operating Agreement. Distributions  
10 to the members has nothing to do with the interpretation of the Operating Agreement, and as such,  
11 are not properly part of the issues to be decided in arbitration.

12 Third, CLA never sought any monetary remedies in arbitration when it filed its September  
13 26, 2017 Demand for Arbitration. Rather, CLA simply sought assistance from the Arbitrator to  
14 interpret the Operating Agreement consistent with CLA's interpretation of it and force Bidsal to sell  
15 his membership interest in Green Valley Commerce to CLA. A true and correct copy of CLA's  
16 Demand for Arbitration is attached hereto as *Exhibit "B"* and incorporated herein by this reference.  
17 Nowhere in the Demand for Arbitration did CLA ask that any monetary issues relating to  
18 distributions be decided, nor would it have been appropriate to do so. *See Exhibit "B"*.

19 Finally, for the reasons outlined above, the parties did not conduct any discovery or brief any  
20 issues surrounding distributions to the members of Green Valley Commerce, LLC. As such, it  
21 would be wholly improper for the Arbitration Award to include anything dealing with distributions.

22 For the forgoing reasons, Paragraph No. 1 in Section V (RELIEF GRANTED OR DENIED)  
23 of the Award which states: "[a]ny distribution paid to Mr. Bidsal from Green Valley after July 7,  
24 2017 shall be deducted from the payment to be made by CLA to Mr. Bidsal for his membership  
25 interest in Green Valley" should be removed and deleted.

26 **2. Objection No. 2:** Paragraph 1 in Section V of the Award is also objectionable  
27 because it orders Bidsal to transfer his membership interests in GVC to CLA "free and clear of all  
28 liens and encumbrances." This phrase is contained nowhere in the Merits Order and is overreaching

1 on the part of CLA. Further, Article V Section 4 of the Operating Agreement contains the only  
 2 operative provisions which the Arbitrator has now ruled were put in motion by Bidsal and which  
 3 allow CLA to acquire Bidsal's membership interests in GVC. Article V Section 4 only references  
 4 purchases and sales and the formula for determining price. It does not require transfers "free and  
 5 clear of all liens and encumbrances."

6 **3. Objection No. 3:** Paragraph 1 in Section V of the Award is also objectionable  
 7 because CLA places an arbitrary and commercially unreasonable deadline of 10 days for Bidsal to  
 8 complete the transfer of his membership interests in GVC. This was also not a term in the Merits  
 9 Order, nor is the time period found in Article V Section 4 of the GVC Operating Agreement, nor is  
 10 it a time period that was every mentioned by the Arbitrator nor discussed by any party.

11 Further, any final arbitration award is not enforceable in and of itself. Rather, both JAMS  
 12 Rule 24(J) and Article III Section 14.1 of the GVC Operating Agreement provide that the provisions  
 13 of the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) govern the process in this case. Under 9 U.S.C.  
 14 § 9, CLA must apply to a court of law to confirm any final arbitration award within one year, in  
 15 order to enforce it. At the same time, under 9 U.S.C. § 12, Bidsal is entitled to file a motion to  
 16 vacate, modify, or correct any final arbitration award within three (3) months after the award is filed  
 17 or delivered. Consequently, a ten (10) day finalization date is premature and unwarranted under the  
 18 law.

19 **4. Objection No. 4:** Paragraph 1 in Section V of the Award is also objectionable  
 20 because CLA added additional terms not contained in the Merits Order compelling Bidsal to turn  
 21 over management of GVC to CLA and to turn over all company records of GVC within ten (10)  
 22 days. This is also overreaching and goes beyond the scope of the Merits Order and the Arbitration.

23 As with the improper award of distributions to CLA, JAMS Rule 11(b) does not grant the  
 24 Arbitrator authority to award anything outside of "disputes over the formation, existence, validity,  
 25 interpretation or scope of the agreement under which Arbitration is sought." Whether, when, and  
 26 how management and records of GVC should be turned over is not an arbitrable issue. Likewise,  
 27 Section 14.1 of Article III of the Operating Agreement only mandates arbitration "[i]n the event of  
 28 any dispute or disagreement between the members as to the interpretation of any provision of this

1 Agreement . . .” Turnover of management and records is outside the scope of the arbitration  
2 provision in the Operating Agreement. Finally, CLA never sought turnover of management and  
3 records in arbitration when it filed its September 26, 2017 Demand for Arbitration.

4       **5.       Objection No. 5:** Paragraph 3 in Section V of the Award is also objectionable  
5 because it grants to CLA a deduction in the purchase price for Bidsal’s membership interests for the  
6 attorneys’ fees and costs which CLA expects to be awarded in relation to its pending application for  
7 attorneys’ fees and costs. This was not a provision in the Merits Order and is also beyond the scope  
8 of the arbitration and JAMS Rules, and not provided for under Section 14.1 of Article III of the  
9 Operating Agreement. Section 14.1 of Article III of the Operating Agreement, as well as JAMS  
10 Rule 24(g), simply allow for awards of attorneys’ fees and costs. The enforcement of those awards  
11 and the mechanisms for recovery of those awards (including execution and garnishment) are left up  
12 to the court system by virtue of the provisions of 9 U.S.C. § 1 *et seq.* CLA must pay full price for  
13 Bidsal’s membership interests in GVC.

14       **6.       Objection No. 6:** Paragraph 5 in Section V of the Award is also objectionable  
15 because it grants to the Arbitrator continuing jurisdiction. However, once the Arbitrator has  
16 completed his review of CLA’s application for attorneys’ fees, his work is done in this case. The  
17 GVC Operating Agreement only provides for arbitration to settle disputes in interpretation of the  
18 Operating Agreement, which will have been completed with the entry of the final arbitration award.  
19 Further, 9 U.S.C. § 9 then transfers to a court of law the jurisdiction necessary to confirm and  
20 enforce the final arbitration award. There is no provision of the JAMS rules, 9 U.S.C. § 1 *et seq.*, or  
21 the GVC Operating Agreement that provide for further supervision or intervention by the Arbitrator.  
22 In fact, JAMS Rules 24(j), 24(k) and 25 makes it clear that other than a seven (7) objection period  
23 for computational and typographical errors, an award is final, leaving only two future paths: (1)  
24 enforcement by a court of law *per* 1 U.S.C. § 9, or (2) an alternative JAMS appeal process described  
25 in JAMS Rule 34. That is all.

26       **7.       Objection No. 7:** Paragraphs 3 and 4 in Section II (Factual Context) of the Award  
27 and Paragraph 5 in Section II of the Award contain language not in the Merits Order and incorrectly  
28 identify GVC’s property as “residential” rather than commercial.

8. **Objection No. 8:** Paragraphs 17, 19, 20(C) and 20(I) in Section IV of the Award are also objectionable because they contain language not found in the Merits Order. Some of this includes commentary on the identity of the drafter of the Operating Agreement, and the right to an appraisal, which was not stated by the Arbitrator in the Merits Order.

For the foregoing reasons, the Award should be modified to strike out the aforementioned provisions in Section V, Paragraphs 1, 3, and 5 of the Award, as well as everything contained in Paragraphs 3, 4, 5, 17, 19, 20(C), and 20(I) of the Award which are not contained in the Merits Order.

DATED this 20<sup>th</sup> day of November, 2018.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.  
Sheldon A. Herbert, Esq.  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074  
*Attorneys for Respondent*

#### CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20<sup>th</sup> day of November, 2018, I served a true and correct copy of the forgoing **RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S PROPOSED INTERIM ORDER**, by emailing a copy of the same, with Exhibits, to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	<a href="mailto:LGarfinkel@lgealaw.com">LGarfinkel@lgealaw.com</a>	Attorney for CLAP
Rodney T Lewin, Esq.	<a href="mailto:rod@rtlewin.com">rod@rtlewin.com</a>	Attorney for CLAP
Laura Rio	<a href="mailto:LRios@jamsadr.com">LRios@jamsadr.com</a>	JAMS Case Coordinator
Stephen Haberfeld, Esq.	<a href="mailto:judgehaberfeld@gmail.com">judgehaberfeld@gmail.com</a>	Arbitrator

/s/ Jill M. Berghammer

An employee of Smith & Shapiro, PLLC

# EXHIBIT A

001097

001097

# EXHIBIT A

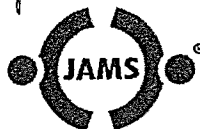
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0

# **EXHIBIT B**

001099

001099

# **EXHIBIT B**



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME Shawn BidsalADDRESS 14309 Sherman Way Boulevard, Suite 201CITY Van NuysSTATE CaliforniaZIP 91405PHONE 818-901-8800

FAX

EMAIL wcico@yahoo.com

## RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY James E. ShapiroFIRM/COMPANY Smith & ShapiroADDRESS 2520 St. Rose Parkway, Suite 220CITY HendersonSTATE NevadaZIP 89074PHONE 702-318-5033

FAX

702-318-5034EMAIL jshapiro@smithshapiro.com

## FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME CLA Properties, LLCADDRESS 2801 South Main StreetCITY Los AngelesSTATE CaliforniaZIP 90007PHONE 213-718-2416

FAX

EMAIL bengo17@yahoo.com

## CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY (1) Rodney T. Lewin and (2) Louis Garfinkel (info on attached)FIRM/COMPANY Law Offices Rodney T. Lewin, APCADDRESS 8665 Wilshire Boulevard, Suite 210CITY Beverly HillsSTATE CaliforniaZIP (90211PHONE 310-659-6771

FAX

310-659-7354EMAIL rod@rtlewin.com





# Demand for Arbitration Form (continued)

## Instructions for Submittal of Arbitration to JAMS

### MEDIATION IN ADVANCE OF THE ARBITRATION

☐ If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

### NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION.  
A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Claimant and Respondent are the sole members of Green Valley Commerce, LLC, a Nevada limited liability company ("Green Valley"), each with a 50% membership interest. Green Valley is governed by its Operating Agreement dated June 15, 2011. Article V Section 4 of the Operating Agreement is captioned Purchase or Sell Right among Members. In effect the provisions of Section 4 are buy-sell rights whereby one member can offer to buy out the other (the former called "Offering Member" and the latter called "Remaining Member") at a formulated price based on the fair market value of Green Valley (called "FMV"). The Remaining Member then has the right either (1) to sell at the price based on the FMV stated by Offering Member, (2) demand an appraisal to determine FMV or (3) buy out the Offering Member at the same FMV.

On July 7, 2017 Respondent through his counsel (and there labelled "Offering Member") offered to buy out Claimant (there labelled "Remaining Member") at a price based on \$5,000,000 fair market value of Green Valley (there labelled "FMV"). In a timely fashion Claimant responded (directly to Respondent) in part that it "elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your \$5,000,000 valuation of the Company." Respondent has refused to sell his interest, but instead has demanded an appraisal to determine FMV.

In fact Section 4.2 in part provides that "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV. . ." It does not provide that the Offering Member can after setting the FMV himself can then demand an appraisal; that was the sole right of the Remaining Member (option (2) above). But Claimant did not exercise that option. Rather it elected the third option, to buy out Respondent based on the FMV that Respondent established.

Any doubt in this regard is removed by the concluding paragraph of Section 4.2 which states: "The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) . . . In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interests to the remaining Member(s)."

AMOUNT IN CONTROVERSY (US DOLLARS) \_\_\_\_\_



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. Please cite location of arbitration provision and attach two copies of entire agreement.

### ARBITRATION PROVISION LOCATION

Article III, Section 14.1 of the Operating Agreement in part states:

"Dispute Resolution. [After providing for possible resolution through representatives which has taken place without success it states] [A]ny controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and fees and expenses of attorneys, accountants and other experts) to the prevailing party." (Other details follow within the section.)

## RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two copies to JAMS.

## REQUEST FOR HEARING

REQUESTED LOCATION

Las Vegas, Nevada

## ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: Comprehensive Rule 16.1



By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

## SUBMISSION INFORMATION

SIGNATURE

DATE

September 26, 2017

NAME

(PRINT/TYPED)

CLA Properties. LLC, by Rodney T. Lewin, its attorney

ATTACHMENT

The information for Louis Garfinkel is as follows:

Louis E. Garfinkel, Esq.  
Nevada Bar No. 3416  
Levine, Garfinkel & Eckersley  
8880 W. Sunset Road, Suite 390  
Las Vegas, NV 89148  
Tel: (702) 673-1612  
Fax: (702) 735-2198

The relief sought is as follow: Respondent be ordered to transfer his interest in Green Valley Commerce, LLC ("Green Valley") to Claimant upon payment of the price determined in accordance with Section 4 of the Operating Agreement for Green Valley using five million dollars as the fair market value of Green Valley.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 18 and not a party to the within action; my business address is 8665 Wilshire Boulevard, Suite  
210, Beverly Hills California 90211-2931.

5 On September 26, 2017, I served the foregoing document described as **DEMAND**  
6 **FOR ARBITRATION FORM** on the interested parties in this action by placing a true copy  
thereof enclosed in a sealed envelope addressed as follows:

7  
8 James E. Shapiro  
Smith & Shapiro  
9 2520 St. Rose Parkway, Suite 220  
Henderson, Nevada 89074

Shawn Bidsal  
14309 Sherman Way, Suite 201  
Van Nuys, California 91405

10  
11 X **BY MAIL:** I caused such envelope to be deposited in the mail at Beverly Hills,  
12 California. The envelope was mailed with postage thereon fully prepaid. I am "readily  
13 familiar" with the firm's practice of collection and processing correspondence for mailing. It is  
14 deposited with the U.S. Postal Service on that same day in the ordinary course of business. I  
am aware that on motion of party served, service is presumed invalid if postal cancellation date  
or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

15      **VIA OVERNITE EXPRESS** I caused such packages to be placed in the Overnite Express  
pick up box for overnight delivery.

16      **VIA E-MAIL TO:** \_\_\_\_\_

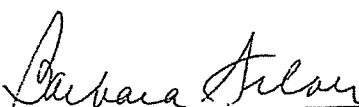
17      **BY FACSIMILE.** Pursuant to Rule 2005. The fax number that I used is set forth above.  
18 The facsimile machine which was used complied with Rule 2003(3) and no error was reported  
19 by the machine. Pursuant to Rule 2005(i), the machine printed a transmission record of the  
transmission

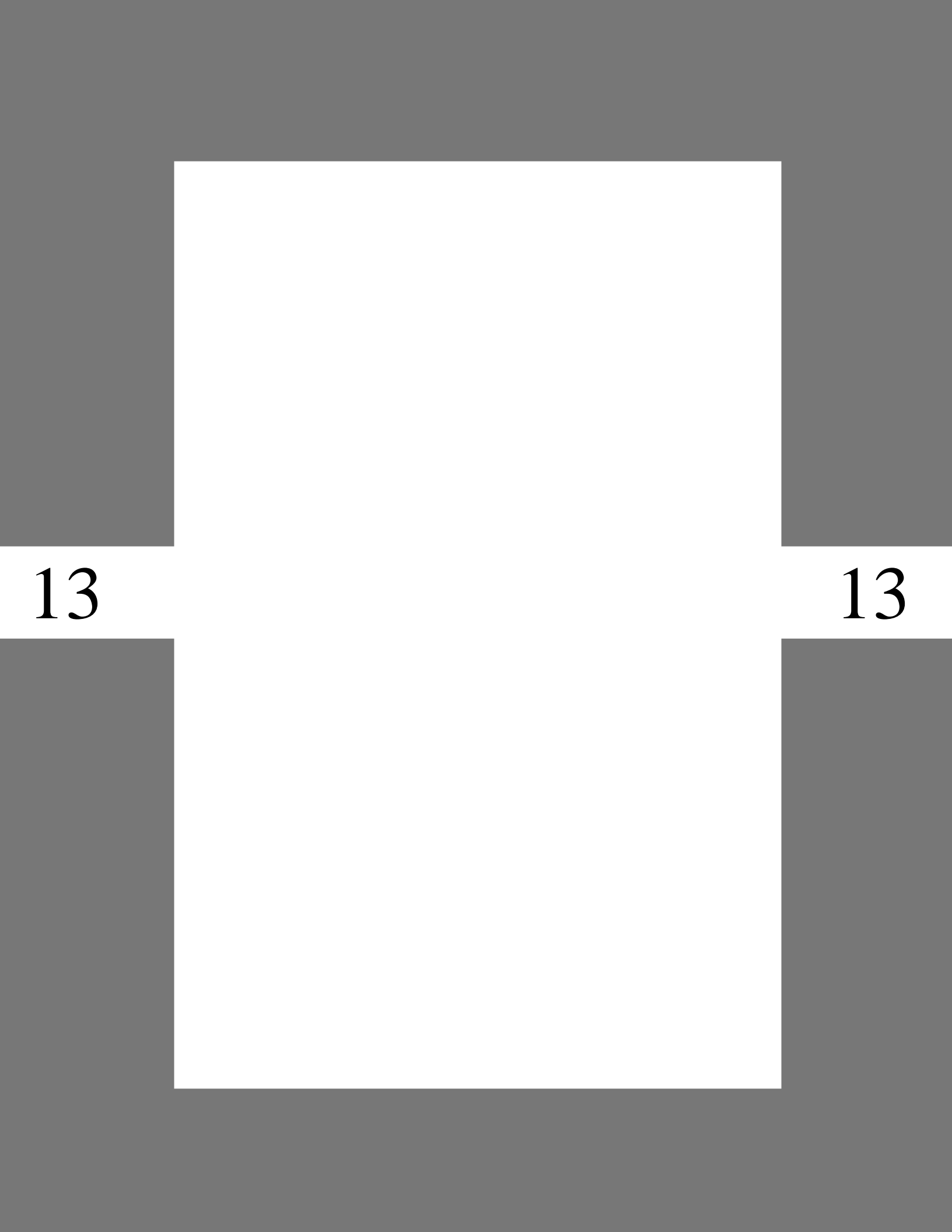
20      **BY PERSONAL SERVICE** I personally delivered such envelope by hand to the  
addressee(s).

21 X **STATE** I declare under penalty of perjury under the laws of the State of California that  
22 the above is true and correct.

23      **FEDERAL** I declare that I am employed in the office of a member of the bar of this court  
at whose direction the service was made.

24 Executed on September 26, 2017 at Beverly Hills, California.

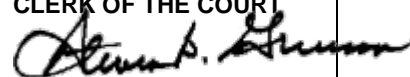
25  
26   
27 Barbara Silver  
28



13

13

Electronically Filed  
7/15/2019 5:20 PM  
Steven D. Grierson  
CLERK OF THE COURT



James E. Shapiro, Esq.  
Nevada Bar No. 7907  
jshapiro@smithshapiro.com  
Aimee M. Cannon, Esq.  
Nevada Bar No. 11780  
acannon@smithshapiro.com  
SMITH & SHAPIRO, PLLC  
3333 E. Serene Ave., Suite 130  
Henderson, Nevada 89074  
702-318-5033  
*Attorneys for SHAWN BIDSAL*

# **DISTRICT COURT**

## **CLARK COUNTY, NEVADA**

CLA, PROPERTIES, LLC, a California limited  
liability company,

Case No. A-19-795188-P

Petitioner,

Dept. No. 31

vs.

SHAWN BIDSAL, an individual,

Respondent.

### **APPENDIX**

DATED this 15th day of July, 2019.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.  
Nevada Bar No. 7907  
Aimee M. Cannon, Esq.  
Nevada Bar No. 11780  
3333 E. Serene Ave., Suite 130  
Henderson, Nevada 89074  
*Attorneys for SHAWN BIDSAL*

<b><u>PART</u></b>	<b><u>DESCRIPTION</u></b>
<b>1</b>	Exhibit A - Federal Order Granting Motion to Dismiss
<b>1</b>	Exhibit B - Merits Hearing
<b>1</b>	Exhibit C – Articles of Organization – Green Valley Commerce, LLC
<b>1</b>	Exhibit D- Green Valley's Grant, Bargain and Sale Deed
<b>1</b>	Exhibit E – Chain's June 17, 2011 Email
<b>1</b>	Exhibit F – LeGrand's June 17, 2011 Email
<b>1</b>	Exhibit G – LeGrand's June 27, 2011 Email
<b>2</b>	Exhibit H – Le Grand's July 22, 2011 Email

**SMITH & SHAPIRO, PLLC**

3333 E. Serene Ave., Suite 130  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>2</b>	Exhibit I – LeGrand’s July 25, 2011 Email
<b>2</b>	Exhibit J – LeGrand’s August 18, 2011 Email
<b>2</b>	Exhibit K – LeGrand’s September 16, 2011 Email
<b>2</b>	Exhibit L – LeGrand’s September 19, 2011 Email
<b>2</b>	Exhibit M – LeGrand’s September 20, 2011 Email
<b>2</b>	Exhibit N – Golshani’s September 22, 2011 Email
<b>2</b>	Exhibit O – Final Operating Agreement
<b>2</b>	Exhibit P – Golshani’s October 26, 2011 Email
<b>2</b>	Exhibit Q – Demonstrative Flowchart of Section 4 of Operating Agreement
<b>2</b>	Exhibit R – LeGrand’s November 10, 2011 Email
<b>3</b>	Exhibit S – Draft 2 of the Operating Agreement
<b>3</b>	Exhibit T – Demonstrative Exhibit from the merits hearing comparing drafts
<b>3</b>	Exhibit U – Golshani Email dated August 3, 2012
<b>3</b>	Exhibit V – Chain Email dated April 25, 2018
<b>3</b>	Exhibit W – Green Valley Commerce Brochure
<b>3</b>	Exhibit X – LeGrand’s June 19, 2013 Email
<b>3</b>	Exhibit Y – Bidsal’s Offer Letter dated July 7, 2017
<b>3</b>	Exhibit Z - Appraisal
<b>4</b>	Exhibit AA – CLAP Response Letter dated August 3, 2017
<b>4</b>	Exhibit BB – Bidsal’s Response Letter dated August 5, 2017
<b>4</b>	Exhibit CC – CLAP Letter dated August 28, 2017
<b>4</b>	Exhibit DD – Arbitration Demand dated September 26, 2017
<b>4</b>	Exhibit EE – Merits Order No. 1
<b>4</b>	Exhibit FF – Proposed Interim Order
<b>4</b>	Exhibit GG – Attorney’s Fee Application
<b>4</b>	Exhibit HH – Bidsal’s Award Objection
<b>5</b>	Exhibit II – Bidsal’s Attorney’s Fees Objection
<b>5</b>	Exhibit JJ – Interim Award
<b>5</b>	Exhibit KK – CLAP Attorney’s Fees Supplement
<b>5</b>	Exhibit LL – Bidsal’s Interim Award Objection
<b>5</b>	Exhibit MM – Final Award
<b>5</b>	Exhibit NN – JAMS Rules
<b>5</b>	Exhibit OO – Additional Excerpts from Merits Hearing Transcript

# **EXHIBIT II**

**(Bidsal's Attorney's Fees Objection)**

001107

001107

# **EXHIBIT II**



SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O:(702)318-5033 F:(702)318-5034

James E. Shapiro, ESQ.  
 Sheldon A. Herbert, Esq.  
 SMITH & SHAPIRO, PLLC  
 3333 E. Serene Ave., Suite 130  
 Henderson, Nevada 89074  
 O: (702) 318-5033

Daniel L. Goodkin, Esq.  
 GOODKIN & LYNCH, LLP  
 1800 Century Park East, 10<sup>th</sup> Fl.  
 Los Angeles, CA 90067  
 O: (310) 552-3322

*Attorneys for Respondent*

### JAMS

CLA PROPERTIES, LLC, a California limited liability company,

Reference #:1260004569

Claimant,

Arbitrator: Hon Stephen E. Haberfeld (Ret.)

vs.

SHAWN BIDSAL,

Respondent.

**RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S APPLICATION FOR ATTORNEYS' FEES AND COSTS IN THE AMOUNT OF \$284,600.82; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF RODNEY T. LEWIN AND LOUIS GARFINKEL IN SUPPORT THEREOF**

COMES NOW Respondent SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GOODKIN & LYNCH, LLP, and files his Objection (the "Objection") to Claimant CLA Properties, LLC's Application for Attorneys' Fees and Costs in the Amount of \$284,600.82; Memorandum of Points and Authorities and Declarations of Rodney T. Lewin and Louis Garfinkel in Support Thereof (the "Application").

### I.

#### PRELIMINARY STATEMENT

In its Application, Claimant CLA Properties, LLC ("CLAP") argued that the "whole purpose of a Buy-Sell Agreement is to enable a party to **quickly and easily extricate** himself from his relationship with another." Incredibly, CLAP then went on to try to justify a punitive and exorbitant

1 amount of attorneys' fees and costs allegedly incurred by CLAP for CLAP's participation in what  
 2 was, in actuality, a very basic and simple arbitration procedure intended to resolve the apparent  
 3 differences between CLAP and Bidsal relative to the manner in which the break-up was to occur.

4 Even though the Arbitrator agreed with CLAP in its interpretation of the buy-sell provisions  
 5 at issue, it does not follow that Bidsal should be penalized for CLAP's running up the score with  
 6 exorbitant and unjustified attorneys' fees and costs. While the Operating Agreement at issue does  
 7 provide for an award of attorneys' fees and costs when a dispute arises between the members, the  
 8 amount sought by CLAP should be reduced as neither reasonable nor necessary.

## 9 II.

### 10 STATEMENT OF FACTS

#### 11 A. PRELIMINARY MATTERS.

12 This case was very streamlined, following the Expedited Procedures set forth in the JAMS  
 13 Rules. However, there were two preliminary matters in this case:

##### 14 1. Bidsal's Motion for Stay.

15 On October 16, 2017, Bidsal filed a motion to stay the proceedings until the parties  
 16 could conduct a conference of representatives under Section 14.1 of Article III of the Operating  
 17 Agreement (the "Motion to Stay"). While the Motion to Stay was not granted, it only required  
 18 CLAP to respond with an Opposition (10/25/17) of 6 pages (only about 4.5 pages of which had any  
 19 legal argument) without any cited legal authority.

20 Nonetheless, as is clearly evident from the billing statements of CLAP's counsel, CLAP was  
 21 billed in excess of 8.25 hours (\$3,638.75) from its attorneys for those six (6) pages (or \$606.00 per  
 22 page), which does not even include any periphery activity associated with them, such as client  
 23 communications. *See* Application Exhibit A (Lewin bills from October-December 2017).

##### 24 2. CLAP's Rule 18 Motion for Summary Judgment.

25 On January 8, 2018, CLAP filed an ill-advised Rule 18 Motion (the "Rule 18  
 26 Motion"). CLAP *did not prevail* on the Rule 18 Motion, which was denied. Still, the process only  
 27 required CLAP to do as follows:

28 \\\

SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O:(702)318-5033 F:(702)318-5034

1 a. Rule 18 Motion (1/8/18) - 10 pages, citing only one case for the general rule  
2 on contract interpretation.

3 b. Response to Opposition to Rule 18 Motion (1/19/18) - 13 pages (largely  
4 repetitive) with no legal authority.

5 c. Objection to Evidence (1/19/18) - 2 pages with no legal authority.

6 d. Reply (1/25/18) - 12 pages (largely repetitive) with no legal authority.

7 Nonetheless, and as is clearly evident from the billing statements, CLAP was billed in excess  
8 55 hours (\$23,591.50) for these activities, which equates to an amount in excess of \$637.61 per  
9 page (several of which contain only case captions or signature blocks). See Application Exhibit A  
10 (Lewin bills for January and February 2018). In other words, according to the billing records, Rod  
11 spent almost one and one-half (1.5) weeks of his time<sup>1</sup> just on the Rule 18 Motion briefs, which had  
12 virtually no legal authority.

13 **B. DISCOVERY.**

14 Discovery in this case was also extremely abbreviated, **with no written discovery being**  
15 **propounded.** The parties made brief voluntary disclosures and productions, and the one and only  
16 deposition taken was (David LeGrand). This required that CLAP only do the following:

17 1. Initial Disclosure (11/13/17) - 4 pages, with 45 pages of documents (14 pages of  
18 which were simply a complaint and answer filed in another case involving Bidsal and Golshani and  
19 a separate business venture, Mission Square).

20 2. Supplemental Disclosure (3/21/18) - 4 pages (mostly repetitive), with 5 pages of  
21 documents.

22 3. Supplemental Disclosure (3/30/18) - 4 pages (mostly repetitive), with 30 pages of  
23 documents (only two (2) of which were new, the other twenty-eight (28) consisted of another copy  
24 of the Operating Agreement at issue).

25 4. Attend the Deposition of David LeGrand (3/20/18), which lasted approximately  
26 five and one-half (5.5) hours, and which was taken by counsel for Bidsal who was required to incur  
27

28 <sup>1</sup> Assuming Rod billed an average of 8 hours per day, 5 days per week.

1 much more preparation time and conduct most of the questioning. Counsel for CLAP also played a  
2 minor role in helping Mr. LeGrand copy and produce his file in response to Mr. Bidsal's subpoena.

3 Nonetheless, and as is evident from the billing statements, CLAP was billed in excess of 30  
4 hours (\$12,000.00) for these activities, which were handled primarily by Mr. Garfinkel. *See*  
5 Application Exhibit D (Garfinkel bills for March through May, 2018).

6 **C. ARBITRATION PROCEEDING.**

7 Following the brief discovery in this case, the Arbitrator conducted the actual Arbitration  
8 Hearing in this matter. The legal issues required some effort to articulate because of the ambiguities  
9 in the Operating Agreement drafted by CLAP (or its principal, Golshani). However, the briefing did  
10 not require much by way of legal research to explore, nor did it require the development of many  
11 facts.

12 Rather, most of the facts were undisputed, and once each side had formulated their basic  
13 interpretation of the effect of the buy-sell terms set forth in the Operating Agreement, the legal  
14 argument really consisted of repeating their competing explanations over and over again, without  
15 any extensive modifications.

16 The actual arbitration phase required CLAP to do as follows:

17 1. **Opening Brief (5/3/18)** - Twenty-nine (29) pages (including captions, tables of  
18 contents, tables of cases, and signature blocks without any substantive text), but mostly repetitive  
19 from the theory of the case fleshed out in the Rule 18 Motion. Twenty-one (21) cases cited (only  
20 eleven (11) controlling authority cases) and one Nevada statute (along with one inapplicable  
21 California statute).

22 2. **Closing Brief (6/28/18)** - Thirty-five (35) pages, but *repetitive* from the Opening  
23 Brief with references to the Hearing transcript. Only eleven (11) cases cited (only five (5)  
24 controlling authority cases) and one (1) inapplicable California statute. Eight (8) of the eleven (11)  
25 cases were already cited in the Opening Brief, and, thus, required no additional research.

26 \\\

27

28

SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

1           3.     **Response Closing Brief (7/18/18)** - Forty-two (42) pages, but *repetitive*. Only six  
2 (6) cases cited (2 controlling authority), and only four (4) of which were new. Repeated  
3 inapplicable California statute.

4           4.     **Reply Brief (7/31/18)** - Twelve (12) pages, *repetitive*, and only one (1) cited case,  
5 previously cited and argued (thus, no new legal research was necessary).

6           5.     **Arbitration Hearing (5/8/18, 5/9/18)** - this only took approximately 5.75 hours each  
7 day to complete.

8           Nonetheless, as the billing records show, CLAP was billed by its attorneys for the foregoing  
9 tasks in excess of the following: (1) for briefing - in excess of 252.60 hours (\$99,238.00) or \$841.00  
10 per page (many of which simply contain case captions, tables of contents, signature lines, and very  
11 little original material in subsequent briefs), and (2) for arbitration preparation and the arbitration  
12 hearing - in excess of 142.82 hours (\$52,137.50). The foregoing figures do not even factor in the  
13 multitude of client and inter-attorney communications regarding what CLAP has always argued was  
14 a "cut and dry" case with a simple fact-pattern. *See* Application Exhibit A (Lewin bills March  
15 through July 2018). *See also* Application Exhibit D (Garfinkel bills May through August 2018).

16           To put the gross overbilling in context, according to the billing statements, Rod spent *all* of  
17 his time over a *six (6) week period*, just to complete arbitration briefing, and *all* of his time over an  
18 additional two and one-half (2.5) week period preparing for and participating in the arbitration. In  
19 total, and according to the billing records, the arbitration itself consumed more than two month's of  
20 Rod's time. As the Arbitrator is well aware, the Arbitration was not that complicated, nor complex.

21     **D. POST-PROCEEDING MATTERS.**

22           After the Arbitration Hearing took place and the parties should have been simply waiting for  
23 the outcome, CLAP filed a gratuitous motion for reconsideration of the Arbitrator's ruling on a  
24 minor evidentiary matter (the "**Motion for Reconsideration**"). CLAP's Motion for Reconsideration  
25 was simply a four (4) page letter served on June 7, 2018, and twelve (12) page Reply served on July  
26 31, 2018. The Reply cited one (1) case. CLAP *did not prevail* on the Motion for Reconsideration.  
27 *See* Proposed Interim Award at ¶ 21.

28     \\

SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O:(702)318-5033 F:(702)318-5034

Further, following entry of the Arbitrator's Interim Award, CLAP's attorneys cranked out time in relation to (1) preparing an award, and (2) preparing the instant Application. CLAP was billed by its attorneys: (1) in excess of 5 hours (\$1,975.00) for the Reply, (2) in excess of 13 hours (\$5,467.00) for the formal award, and (3) in excess of 20.40 hours (\$7,660.50, which is three (3) solid days) for the attorneys' fees application. See Application Exhibit A (Lewin July 31, 2018 bill, p. 2 and Lewin pre-bill pp. 1-3).

All-in-all, CLAP claims that it incurred attorneys' fees in the amount of no less than \$255,403.75 (and costs of \$29,200.07). For the following reasons, the Application should be denied. In the very least, it should be reduced by at least the sum of \$136,970.83<sup>2</sup> for being unreasonable and excessive.

### III.

#### STATEMENT OF AUTHORITIES

##### A. LEGAL STANDARD.

Article X, Section d. of the Operating Agreement provided that "IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA . . ." See the Operating Agreement, attached hereto as *Exhibit "A"* and incorporated by this reference herein. This section governs and applies to all provisions set forth in the Operating Agreement, including Section 14.1 of Article III (cited by CLA) which provides a basis for the recovery of attorneys' fees and costs by a prevailing party in a dispute concerning the terms of the Operating Agreement. See Exhibit "A".

##### 1. The Brunzell Factors.

In the State of Nevada, all applications for awards of attorneys' fees and costs are governed by Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada

<sup>2</sup> This amount is derived by: (1) reducing Mr. Lewin and Mr. Agay's rates to rate that Mr. Garfinkle charged; (2) by eliminating the attorneys fees and costs associated with the motions which Mr. Lewin filed, but lost; (3) by reducing the amount of excessive time spent on pleadings that were virtually a cut'n'paste of prior pleadings, (4) by reducing the amount of excessive time spent on preparing for a two day Arbitration; and (5) by removing the costs which CLAP is inappropriately attempting to shift to Mr. Bidsal.

1 Supreme Court mandates that a Court analyze the following elements when considering an award of  
2 attorneys' fees:

3 (1) *the qualities of the advocate*: his ability, his training, education, experience,  
4 professional standing and skill; (2) *the character of the work to be done*: its difficulty, its  
5 intricacy, its importance, time and skill required, the responsibility imposed and the  
6 prominence and character of the parties where they affect the importance of the litigation;  
7 (3) *the work actually performed by the lawyer*: the skill, time and attention given to the  
8 work; (4) *the result*: whether the attorney was successful and what benefits were derived.

85 Nev. at 349, 455 P.2d at 33 (citing 7 C.J.S. Attorney and Client § 191 a. (2), p. 1080 *et seq.*; 5  
Am.Jur., Attorneys at Law, section 198, Cf. Ives v. Lessing, 19 Ariz. 208, 168 P. 506).

9 The Brunzell Court continued: "good judgment would dictate that each of these factors be  
10 given consideration by the trier of fact and that no one element should predominate or be given  
11 undue weight." Id.

## 12 2. Overall Reasonableness.

13 California courts similarly recognize that in crafting an attorneys' fees award, the  
14 single most important factor is reasonableness. See Robertson v. Fleetwood Travel Trailers, 50 Cal.  
15 Rptr. 3d 731, 756 (Ct. App. 2006) (prevailing party must show that "fees incurred were reasonably  
16 necessary to the conduct of the litigation, and were reasonable in amount"). Generally speaking, in  
17 cases where fees are sought, equitable considerations guide a trial court's determination. Id. at  
18 1094-1095; see also EnPalm LLC v. Teitler Family Trust, 75 Cal. Rptr. 3d 902, 905 (Ct. App.  
19 2008).

20 In determining a reasonable fee award, a trial court begins by determining the lodestar  
21 figure, defined as "the number of hours reasonably expended multiplied by the lawyer's hourly  
22 rate." EnPalm, at 905. After determining the lodestar, the trial court "shall then consider **whether**  
23 **the total award so calculated under all of the circumstances of the case is more than a**  
24 **reasonable amount and, if so, shall reduce the section 1717 award so that it is a reasonable**  
25 **figure.**" Id. at 906 (internal quotations omitted, emphasis added).

26 In other words, a trial court may issue an award that is less than the lodestar amount if the  
27 circumstances indicate that a lower award is more reasonable. In fact, a "fee request that appears  
28

1 unreasonably inflated is a special circumstance permitting the trial court to reduce the award or deny  
2 one altogether.” Serrano v. Unruh, 652 P.2d 985 (Cal. 1982).

3 Given the nature of the proceedings here, the Arbitrator has even greater discretion than a  
4 trial court would in deciding how to rule on a motion for attorneys’ fees. *See Moncharsh v. Heily &*  
5 *Blase*, 832 P.2d 899 (Cal. 1992) (“Arbitrators... may base their decision upon broad principles of  
6 justice and equity...”). Thus, the reasonable hourly rate is only part of the determination of a  
7 lodestar fee amount; the Arbitrator may also determine a reasonable number of hours of work that  
8 may be recovered at such reasonable rate. In making that decision, the Arbitrator may consider if  
9 the amount of hours billed is reasonable in light of the circumstances of the case and the positions of  
10 the parties.

11 Courts also abide by the concept that “an award of attorney fees should not subject the  
12 plaintiff to financial ruin.” Garcia v. Santana, 94 Cal. Rptr. 3d 299 (2009) (*citing Rosenman v.*  
13 *Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro*, 110 Cal. Rptr. 2d 903 (Ct. App. 2001)).  
14 Applying that policy, the Garcia Court held that “[i]n determining the amount of fees to be awarded  
15 to the prevailing party where the statute, as here, requires that the fee be reasonable, the trial court  
16 must therefore consider the other circumstances in the case in performing the lodestar analysis.  
17 Those other circumstances will include, as appropriate, the financial circumstances of the losing  
18 party and the impact of the award on that party.” *Id.*

19 The same logic should apply here since the Operating Agreement limits the award to  
20 “reasonable” fees just like the statute at issue in Garcia.

21 **B. THE QUALITIES OF THE ADVOCATES DO NOT JUSTIFY THE EXORBITANT**  
22 **AMOUNTS SOUGHT BY CLAP.**

23 According to Brunzell, 85 Nev. 345, 455 P.2d 31, the Court must consider “(1) *the qualities*  
24 *of the advocate*: his ability, his training, education, experience, professional standing and skill; . . .”

25 In its Application, CLAP showcased the credentials of its attorneys by citing the length of  
26 time that its attorneys have been in practice, including Mr. Agay’s alleged 60 years in the legal  
27 profession. Mr. Agay billed nearly two-thirds (2/3) of the attorney hours set forth in the  
28 Application. *See* Application at 5 and Application Exhibit A. CLAP also referenced two cases with



1 respect to which Mr. Agay had some involvement. *See* Application at 5 (*referencing Comden v.*  
 2 *Superior Court*, 20 Cal.3d 906 (1978) and *Young v. Rosenthal*, 212 Cal.App.3d 96 (1989)).  
 3 However, neither of those cases dealt with the relevant substantive issues to this case (ethical rule  
 4 and discovery sanctions) so they say nothing about the “qualities” of the advocate in this case.

5 Further, in the Application, CLAP referenced the billing rates of Mr. Lewin (\$475.00) and  
 6 Mr. Agay (\$395.00) as typical for the Los Angeles market. *See* Declaration of Lewin in support of  
 7 the Application. However, in spite of the fact that a portion of the Arbitration took place in the State  
 8 of California for the convenience of the parties, counsel, and the Arbitrator, California attorneys’  
 9 rates are irrelevant. The entity at issue (Green Valley Commerce, LLC (“*GVC*”)) is a Nevada  
 10 limited liability company, GVC’s real property is located in the State of Nevada, Article X, Section  
 11 d. of the Operating Agreement provides that the laws of the State of Nevada govern the entity, and  
 12 CLAP’s demand for Arbitration initially sought a hearing in Las Vegas, Nevada. A true and correct  
 13 copy of the Demand is attached hereto as *Exhibit “B”* and incorporated by this reference herein.

14 Consequently, all attorneys’ fees billed by CLAP’s attorneys should be reduced to the rate of  
 15 \$375.00 charged by Mr. Garfinkel, whose rate is more typical of the Las Vegas market. Even if all  
 16 of the hours were included (which they should not be), this would reduce the total to \$224,362.50  
 17 (598.30 hours x \$375.00 per hour) or a reduction of \$31,041.25 alone for excessive rates.

18 **C. THE CHARACTER OF THE WORK DOES NOT JUSTIFY THE EXORBITANT**  
 19 **AMOUNT BILLED.**

20 Under *Brunzell*, the Court must also consider: “(2) *the character of the work to be done*: its  
 21 difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the  
 22 prominence and character of the parties where they affect the importance of the litigation; . . .” 85  
 23 Nev. 345, 455 P.2d 31.

24 Other Courts agree that in order to be recoverable, fees must relate to work that has  
 25 “necessity and usefulness” in the case. *Thayer v. Wells Fargo Bank*, 112 Cal. Rptr. 2d 284 (Ct.  
 26 App. 2001). Consequently, billing for duplicative or unnecessary work is not recoverable. *See*  
 27 *Serrano v. Unruh*, 652 P.2d 985, fn. 21. As an example of unnecessary work, the Court in *Serrano*  
 28 stated that “not allowable are hours on which plaintiff did not prevail or hours that simply

SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O:(702)318-5033 F:(702)318-5034

1 should not have been spent at all, such as where attorneys' efforts are unorganized or duplicative.  
2 This may occur . . . when young associates' labors are inadequately organized by supervising  
3 partners." Id. (citing Copeland v. Marshall, 641 F.2d 880, 902-903 (1980)) (emphasis added).

4 Similarly, "'padding' in the form of inefficient or duplicative efforts is not subject to  
5 compensation." See Ketchum v. Moses, 103 Cal. Rptr. 2d 377 (2001); see also Chavez v. Netflix,  
6 75 Cal. Rptr. 3d 413 (Ct. App. 2008) (upholding trial court's decision to reduce hours included in  
7 fee award based on inefficient billing).

8 As is evident from the Statement of Facts above, even though the competing interpretations  
9 of the Operating Agreement required a thoughtful analysis, very little work needed to be done in this  
10 case with respect to legal research or discovery. In fact, the brunt of the work apparently performed  
11 by CLAP's attorneys appears to have been in relation to preparing briefs and preparing for the  
12 Arbitration Hearing.

13 However, if CLAP is correct (as it contended) that this was a simple matter regarding the  
14 interpretation of the buy-sell provisions, one is left to wonder why CLAP's attorneys' spent so many  
15 hours briefing what it claimed to be a simple explanation, and spent so much time getting ready for  
16 the Arbitration Hearing, especially where there was only one deposition taken, and relatively few  
17 documents produced in the case.

18 This is especially true where the briefs were largely repetitive of one another, and relatively  
19 little legal research was needed to prepare them. In fact, a simple review of CLAP's briefs reveal  
20 that most of CLAP's analysis consisted of attempts to apply general logic and explain CLAP's  
21 interpretation of the Operating Agreement over and over again.

22 Further, this is not even getting to the many hours spent by CLAP's attorneys  
23 communicating with Mr. Golshani regarding the case, which are legion. See Application Exhibit A  
24 and D. This was a case with very few operative facts (many of which were undisputed), and  
25 CLAP's attorneys always maintained their apparent confidence that Mr. Golshani's version of the  
26 case was clear and simple. If his story was so simple and clear, it also leaves one to wonder why he  
27 needed to spend long hours with his attorneys telling and retelling his story.

28

SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

1 Consequently, the work performed by CLAP's attorneys was not substantially "difficult", or  
2 "intricate", or "important". It did not reasonably command much time, skill, or responsibility, even  
3 though CLAP's attorneys cranked out the hours, nonetheless. In the Application, CLAP impugned  
4 Mr. Bidsal, arguing that "it was Mr. Bidsal who created the need for much of the review, analysis  
5 and work that needed to be done." See Application at 5. CLAP also argued that Mr. Bidsal insisted  
6 that that Arbitration Hearing take place in Las Vegas, even though the parties and Arbitrator lived in  
7 Los Angeles. *Id.* However, CLAP overlooked the fact that it was CLAP that requested the hearing  
8 take place when it filed its Demand for Arbitration. See Exhibit "B". It is further ludicrous for  
9 CLAP to argue that Mr. Bidsal made this case more expensive or complicated (and should, thus, be  
10 penalized) simply because he defended himself from CLAP's assaults (including CLAP's  
11 unsuccessful Rule 18 Motion) and because he had a different understanding of the buy-sell  
12 provisions of the Operating Agreement.

13 CLAP, nonetheless, is seeking recovery of \$255,403.75 in attorneys' fees for matters which  
14 is admits involved a process which was "quick and easy." See Application at 2. CLAP's alleged  
15 attorneys' fees are patently unreasonable.

16 **D. THE WORK ACTUALLY PERFORMED WAS NOT EFFICIENTLY EXECUTED.**

17 The Nevada Supreme Court has also recognized that a District Court may reduce requested  
18 attorneys' fees for overbilling. *Woods v. Woods*, Nev. Sup. Ct. No. 72665 (July 27, 2018). In this  
19 case, CLAP was overbilled by its attorneys.

20 Even though an understanding of the competing interpretations of the Operating Agreement  
21 by the parties required a little time to articulate and fairly intense concentration to analyze, there was  
22 very little legal research needed to explain those interpretations, and there was almost no discovery  
23 needed to flush out what were largely undisputed facts. Indeed, there was no written discovery  
24 (interrogatories, document requests, or admissions) and only one deposition taken (David LeGrand)  
25 which lasted only 5.5 hours. All that was required of CLAP's attorneys in discovery was to  
26 generate twelve (12) pages of largely repetitive disclosures, produce only eighty (80) pages of  
27 documents (some repetitive), provide simple and brief oversight and assistance to David LeGrand as  
28

1 he produced his file, and attend the LeGrand deposition while counsel for Bidsal handled the vast  
2 majority of the questioning.

3 Further, the brunt of the work required by this case appeared to consist of drafting the  
4 Arbitration briefs. However, CLAP's attorneys billed a whopping \$100,000.00 for the briefing  
5 (which was largely repetitive), and a whopping \$52,000.00 for preparation for an Arbitration  
6 Hearing lasting less than twelve (12) hours. What this suggests is that in spite of their alleged years  
7 of legal experience, CLAP's attorneys did not efficiently execute their assigned tasks. Mr. Bidsal  
8 should not be penalized for case mismanagement by CLAP's attorneys.

9 **E. CLAP DID NOT PREVAIL WITH RESPECT TO SEVERAL OF THE ACTIVITIES**  
10 **PERFORMED.**

11 Under Brunzell, the Court must also consider "(4) *the result*: whether the attorney was  
12 successful and what benefits were derived." 85 Nev. at 349, 455 P.2d at 33. The Nevada Supreme  
13 Court has further ruled that attorneys' fees should not be awarded for specific activities outside the  
14 matters on which the party prevailed. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.3d  
15 730, 736-37, 124 Nev. Adv. Op. No. 71 (Sept. 18, 2008).

16 Courts in the State of California have, similarly, emphasized that in determining whether the  
17 number of hours billed are reasonable, trial courts should consider whether the work billed for  
18 actually advanced the case. As one court put it, "the predicate of *any* attorney fee award, whether  
19 based on a percentage-of-the-benefit or a lodestar calculation, is the necessity and usefulness of the  
20 conduct for which compensation is sought." See Thayer v. Wells Fargo Bank, 112 Cal. Rptr. 2d 284  
21 (Ct. App. 2001).

22 California agrees that the fees associated with failed motions are not recoverable. See  
23 Serrano, 652 P.2d 985 ("not allowable are hours on which plaintiff did not prevail"). Likewise, fees  
24 are not recoverable when they relate to unsuccessful causes of action or claims for relief. See, e.g.,  
25 Californians for Responsible Toxics Management v. Kizer, 259 Cal. Rptr. 599 (Ct. App. 1989)  
26 (holding that a 35% reduction from a plaintiff's requested fee award was reasonable in light of  
27 the fact that the plaintiff "did not succeed on any of its motions" and included both successful and  
28 unsuccessful claims). (emphasis added)

1 In its Application, CLAP has taken the position that simply because the Arbitrator accepted  
 2 CLAP's interpretation of the buy-sell provisions of the Operating Agreement at issue at the  
 3 Arbitration Hearing, CLAP prevailed on everything and is entitled to recover its exorbitant  
 4 attorneys' fees. However, a substantial portion of the attorney's fees and costs which CLAP  
 5 incurred related to its *unsuccessful* Rule 18 Motion. Similarly, CLAP incurred fees in relation to  
 6 the Motion for Reconsideration, which was denied. Under Barney, CLAP is not entitled to recover  
 7 for matters on which it did not prevail, such as the Rule 18 Motion and Motion for Reconsideration.  
 8 Thus, approximately \$24,000.00 of the amounts sought by CLAP which related to the Rule 18  
 9 Motion and Motion for Reconsideration should not be awarded to CLAP.

10 **F. CLAP'S COSTS ARE ALSO EXCESSIVE AND SHOULD BE REDUCED.**

11 The determination of which expenses are allowable as costs is within the sound discretion of  
 12 the trial court. Bergmann v. Boyce, 109 Nev. 670, 856 P.2d 560, 565-66 (1993); Mist v. Westin  
 13 Hotels, Inc., 69 Haw. 192, 738 P.2d 85, 92 (1987); State v. Meyer, 174 Cal. App. 3d 1061, 220 Cal.  
 14 Rptr. 884, 890 (1985); Gilmore v. Rubeck, 708 P.2d 486, 487 (Colo. Ct. App. 1985). However,  
 15 "this discretion should be sparingly exercised when considering whether or not to allow expenses  
 16 not specifically allowed by statute and precedent." Mist, 738 P.2d at 92.

17 In its Application, CLAP also sought recovery of legal costs in the amount of \$29,200.07,  
 18 including (1) travel for Ben Golshani to LeGrand deposition (\$207.60), (2) travel for Ben Golshani  
 19 and Mr. Lewin to the Arbitration Hearing (\$984.25), (5) two nights at hotels for Ben Golshani and  
 20 Mr. Lewin (\$984.52), and (4) two days of meals for Ben Golshani and Mr. Lewin (\$333.28). *See*  
 21 Application at 7 and Application Exhibit B.

22 However, much of these costs were not reasonable or necessary. First, Mr. Golshani's  
 23 personal expenses are not "legal costs" like those incurred by an attorney as the necessary  
 24 component of legal services, and passed along to the client for reimbursement. Mr. Golshani agreed  
 25 in advance that any dispute would be resolved in Nevada and Mr. Bidsal should not be burdened  
 26 with Mr. Golshani's personal travel expense. Further, there was no need for Mr. Golshani to attend  
 27 to the deposition of David LeGrand. His choice to be there should be at his own expense. In any  
 28 event, there is no legal authority to support the notion that a party's personal expenses can be

1 awarded as "legal costs", as opposed to costs incurred by an attorney. This applies to item #1  
2 above, as well as 50% of the amounts of items #2, 3, and 4, above.

3 Second, the travel cost amounts to an airline ticket of \$246.06 each way for Mr. Golshani. It  
4 is likely that traveling coach and a little advance planning could have resulted in a much lower cost.  
5 The invoices attached to Application Exhibit B also indicate that Mr. Golshani's wife, Shawn, who  
6 had no role in this case, came along for the ride. This expense is not reasonable or necessary to a  
7 resolution of the dispute.

8 Third, the hotel amount translates to \$246.13 per night. This is exorbitant in that reasonable  
9 accommodations, rather than the prestigious Caesar's Palace, could have be procured by Mr.  
10 Golshani at much less cost, especially in Las Vegas, Nevada.

11 Finally, the meal figure is excessive as it translates out to \$83.32 per person per day. Once  
12 again, there is no legal authority to support a claim that a party can assess another party for its own  
13 personal expenses as a "legal cost." Therefore, the costs sought in the Application should also be  
14 reduced by a sum of no less than \$1,358.63.

#### 15 IV.

#### 16 CONCLUSION

17 For the foregoing reasons, the Application should be denied. In the very least, it should be  
18 reduced from its patently unreasonable amount by no less than \$136,970.83.<sup>3</sup>

19 DATED this 20<sup>th</sup> day of November, 2018.

20 SMITH & SHAPIRO, PLLC

21 /s/ James E. Shapiro  
22 James E. Shapiro, Esq.  
23 Sheldon A. Herbert, Esq.  
24 3333 E. Serene Ave., Suite 130  
25 Henderson, NV 89074  
26 Attorneys for Respondent

27  
28 <sup>3</sup> See footnote 2 on page 6 above.

**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20<sup>th</sup> day of November, 2018, I served a true and correct copy of the forgoing **RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S APPLICATION FOR ATTORNEYS' FEES AND COSTS IN THE AMOUNT OF \$284,600.82; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF RODNEY T. LEWIN AND LOUIS GARFINKEL IN SUPPORT THEREOF**, by emailing a copy of the same, with Exhibits, to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	<a href="mailto:LGarfinkel@lgealaw.com">LGarfinkel@lgealaw.com</a>	Attorney for CLAP
Rodney T Lewin, Esq.	<a href="mailto:rod@rtlewin.com">rod@rtlewin.com</a>	Attorney for CLAP
Laura Rio	<a href="mailto:LRios@jamsadr.com">LRios@jamsadr.com</a>	JAMS Case Coordinator
Stephen Haberfeld, Esq.	<a href="mailto:judgehaberfeld@gmail.com">judgehaberfeld@gmail.com</a>	Arbitrator

/s/ Jill M. Berghammer  
An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

# EXHIBIT A

001123

001123

# EXHIBIT A



# OPERATING AGREEMENT

Of

**Green Valley Commerce, LLC**  
A Nevada limited liability company

This Operating Agreement (the "Agreement") is by and among Green Valley Commerce, LLC, a Nevada Limited Liability Company (sometimes hereinafter referred to as the "Company" or the "Limited Liability Company") and the undersigned Member and Manager of the Company. This Agreement is made to be effective as of June 15, 2011 ("Effective Date") by the undersigned parties.

WHEREAS, on about May 26, 2011, Shawn Bidsal formed the Company as a Nevada limited liability company by filing its Articles of Organization (the "Articles of Organization") pursuant to the Nevada Limited Liability Company Act, as Filing entity #E0308602011-0; and

NOW, THEREFORE, in consideration of the premises, the provisions and the respective agreements hereinafter set forth and for other good and valuable consideration, the parties hereto do hereby agree to the following terms and conditions of this Agreement for the administration and regulation of the affairs of this Limited Liability Company.

## Article I.

### DEFINITIONS

#### **Section 01 Defined Terms**

**Advisory Committee or Committees** shall be deemed to mean the Advisory Committee or Committees established by the Management pursuant to Section 13 of Article III of this Agreement.

**Agreement** shall be deemed to mean this Operating Agreement of this herein Limited Liability Company as may be amended.

**Business of the Company** shall mean acquisition of secured debt, conversion of such debt into fee simple title by foreclosure, purchase or otherwise, and operation and management of real estate.

**Business Day** shall be deemed to mean any day excluding a Saturday, a Sunday and any other day on which banks are required or authorized to close in the State of Formation.

**Limited Liability Company** shall be deemed to mean Green Valley Commerce, LLC a Nevada Limited Liability Company organized pursuant of the laws of the State of Formation.

**Management and Manager(s)** shall be deemed to have the meanings set forth in Article, IV of this Agreement.

**Member** shall mean a person who has a membership interest in the Limited Liability Company.

**Membership Interest** shall mean, with respect to a Member the percentage of ownership interest in the Company of such Member (may also be referred to as **Interest**). Each Member's percentage of Membership Interest in the Company shall be as set forth in Exhibit B.

**Person** means any natural person, sole proprietorship, corporation, general partnership, limited partnership, Limited Liability Company, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

**State of Formation** shall mean the State of Nevada.

## Article II. OFFICES AND RECORDS

### **Section 01    Registered Office and Registered Agent.**

The Limited Liability Company shall have and maintain a registered office in the State of Formation and a resident agent for service of process, who may be a natural person of said state whose business office is identical with the registered office, or a domestic corporation, or a corporation authorized to transact business within said State which has a business office identical with the registered office, or itself which has a business office identical with the registered office and is permitted by said state to act as a registered agent/office within said state.

The resident agent shall be appointed by the Member Manager.

The location of the registered office shall be determined by the Management.

The current name of the resident agent and location of the registered office shall be kept on file in the appropriate office within the State of Formation pursuant to applicable provisions of law.

### **Section 02    Limited Liability Company Offices.**

The Limited Liability Company may have such offices, anywhere within and without the State of Formation, the Management from time to time may appoint, or the business of the Limited Liability Company may require. The "principal place of business" or "principal business" or "executive" office or offices of the Limited Liability Company may be fixed and so designated from time to time by the Management.

### **Section 03    Records.**

B G  
PB

The Limited Liability Company shall continuously maintain at its registered office, or at such other place as may be authorized pursuant to applicable provisions of law of the State of Formation the following records:

- (a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;
- (e) Unless contained in the Articles of Organization, a writing setting out:
  - (i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
  - (ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;
  - (iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and
  - (iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.
- (f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.
- (g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

#### **Section 04 Inspection of Records.**

Records kept pursuant to this Article are subject to inspection and copying at the request, and at the expense, of any Member, in person or by attorney or other agent. Each Member shall have the right during the usual hours of business to inspect for any proper purpose. A proper purpose shall mean a purpose reasonably related to such person's interest as a Member. In every

instance where an attorney or other agent shall be the person who seeks the right of inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Member.

### Article III.

## MEMBERS' MEETINGS AND DEADLOCK

### Section 01 Place of Meetings.

All meetings of the Members shall be held at the principal business office of the Limited Liability Company the State of Formation except such meetings as shall be held elsewhere by the express determination of the Management; in which case, such meetings may be held, upon notice thereof as hereinafter provided, at such other place or places, within or without the State of Formation, as said Management shall have determined, and shall be stated in such notice. Unless specifically prohibited by law, any meeting may be held at any place and time, and for any purpose; if consented to in writing by all of the Members entitled to vote thereat.

### Section 02 Annual Meetings.

An Annual Meeting of Members shall be held on the first business day of July of each year, if not a legal holiday, and if a legal holiday, then the Annual Meeting of Members shall be held at the same time and place on the next day is a full Business Day.

### Section 03 Special Meetings.

Special meetings of the Members may be held for any purpose or purposes. They may be called by the Managers or by Members holding not less than fifty-one percent of the voting power of the Limited Liability Company or such other maximum number as may be, required by the applicable law of the State of Formation. Written notice shall be given to all Members.

### Section 04 Action in Lieu of Meeting.

Any action required to be taken at any Annual or Special Meeting of the Members or any other action which may be taken at any Annual or Special meeting of the Members may be taken without a meeting if consents in writing setting forth the action so taken shall be signed by the requisite votes of the Members entitled to vote with respect to the subject matter thereof.

### Section 05 Notice.

Written notice of each meeting of the Members, whether Annual or Special, stating the place, day and hour of the meeting, and, in case of a Special meeting, the purpose or purposes thereof, shall be given or given to each Member entitled to vote thereat, not less than ten (10) nor more than sixty (60) days prior to the meeting unless, as to a particular matter, other or further notice is required by law, in which case such other or further notice shall be given.

OG  
PB

Notice upon the Member may be delivered or given either personally or by express or first class mail, Or by telegram or other electronic transmission, with all charges prepaid, addressed to each Member at the address of such Member appearing on the books of the Limited Liability Company or more recently given by the Member to the Limited Liability Company for the purpose of notice.

If no address for a Member appears on the Limited Liability Company's books, notice shall be deemed to have been properly given to such Member if sent by any of the methods authorized here in to the Limited Liability Company 's principal executive office to the attention of such Member, or if published, at least once in a newspaper of general circulation in the county of the principal executive office and the county of the Registered office in the State of Formation of the Limited Liability Company.

If notice addressed to a Member at the address of such Member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Limited Liability Company for a period of one (1) year from the date of the giving of such notice. It shall be the duty and of each member to provide the manager and/or the Limited Liability Company with an official mailing address.

Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of electronic transmission.

An affidavit of the mailing or other means of giving any notice of any Member meeting shall be executed by the Management and shall be filed and maintained in the Minute Book of the Limited Liability Company.

#### **Section 06 Waiver of Notice.**

Whenever any notice is required to be given under the provisions of this Agreement, or the Articles of Organization of the Limited Liability Company or any law, a waiver thereof in writing signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting except when the Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and such Member so states such purpose at the opening of the meeting.

#### **Section 07 Presiding Officials.**

Every meeting of the Limited Liability Company for whatever reason, shall be convened by the Managers or Member who called the meeting by notice as above provided; provided, however,

it shall be presided over by the Management; and provided, further, the Members at any meeting, by a majority vote of Members represented thereat, and notwithstanding anything to the contrary elsewhere in this Agreement, may select any persons of their choosing to act as the Chairman and Secretary of such meeting or any session thereof.

#### **Section 08 Business Which May Be Transacted at Annual Meetings.**

At each Annual Meeting of the Members, the Members may elect, with a vote representing ninety percent (90%) in Interest of the Members, a Manager or Managers to administer and regulate the affairs of the Limited Liability Company. The Manager(s) shall hold such office until the next Annual Meeting of Members or until the Manager resigns or is removed by the Members pursuant to the terms of this Agreement, whichever event first occurs. The Members may transact such other business as may have been specified in the notice of the meeting as one of the purposes thereof.

#### **Section 09 Business Which May Be Transacted at Special Meetings.**

Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meetings.

#### **Section 10 Quorum.**

At all meetings of the Members, a majority of the Members present, in person or by proxy, shall constitute a quorum for the transaction of business, unless a greater number as to any particular matter is required by law, the Articles of Organization or this Agreement, and the act of a majority of the Members present at any meeting at which there is a quorum, except as may be otherwise specifically provided by law, by the Articles of Organization, or by this Agreement, shall be the act of the Members.

Less than a quorum may adjourn a meeting successively until a quorum is present, and no notice of adjournment shall be required.

#### **Section 11 Proxies.**

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by proxy executed in writing by such Member or by his duly, authorized attorney-in-fact. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy.

#### **Section 12 Voting.**

Every Member shall have one (1) vote(s) for each \$1,000.00 of capital contributed to the Limited Liability Company which is registered in his/her name on the books of the Limited Liability Company, as the amount of such capital is adjusted from time to time to properly reflect any additional contributions to or withdrawals from capital by the Member.

12.1 The affirmative vote of %90 of the Member Interests shall be required to:

(A) adopt clerical or ministerial amendments to this Agreement and

- (B) approve indemnification of any Manager, Member or officer of the Company as authorized by Article XI of this Agreement;

12.2. The affirmative vote of at least ninety percent of the Member Interests shall be required to:

- (A) Alter the Preferred Allocations provided for in *Exhibit "B"*;
- (B) Agree to continue the business of the Company after a Dissolution Event;
- (C) Approve any loan to any Manager or any guarantee of a Manager's obligations; and
- (D) Authorize or approve a fundamental change in the business of the Company.
- (E) Approve a sale of substantially all of the assets of the Company.
- (F) Approve a change in the number of Managers or replace a Manager or engage a new Manager.

### **Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.**

Unless otherwise restricted by the Articles of Organization, this Agreement of by law, the Members of the Limited Liability Company, or any Committee thereof established by the Management, may participate in a meeting of such Members or committee by means of telephonic conference or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

### **Section 14. Deadlock.**

In the event that Members reach a deadlock that cannot be resolved with a respect to an issue that requires a ninety percent vote for approval, then either Member may compel arbitration of the disputed matter as set forth in Subsection 14.1

14.1 Dispute Resolution. In the event of any dispute or disagreement between the Members as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial

*B C JB*

arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The Members shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section 14.1 and without prejudice to the above procedures, either Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

#### **Article IV.** **MANAGEMENT**

##### **Section 01    Management.**

Unless prohibited by law and subject to the terms and conditions of this Agreement (including without limitation the terms of Article IX hereof), the administration and regulation of the affairs, business and assets of the Limited Liability Company shall be managed by Two (2) managers (alternatively, the "Managers" or "Management"). Managers must be Members and shall serve until resignation or removal. The initial Managers shall be Mr. Shawn Bidsal and Mr. Benjamin Golshani.

##### **Section 02    Rights, Powers and Obligations of Management.**

Subject to the terms and conditions of Article IX herein, Management shall have all the rights and powers as are conferred by law or are necessary, desirable or convenient to the discharge of the Management's duties under this Agreement.

Without limiting the generality of the rights and powers of the Management (but subject to Article IX hereof), the Management shall have the following rights and powers which the Management may exercise in its reasonable discretion at the cost, expense and risk of the Limited Liability Company:

BG pb



- (a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding \$ 20,000;
- (b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;
- (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.
- (d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.
- (e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;
- (f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;
- (g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and
- (h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

### **Section 03    Removal.**

Subject to Article IX hereof: The Managers may be removed or discharged by the Members whenever in their judgment the best interests of the Limited Liability Company would be served thereby upon the affirmative vote of ninety percent in Interest of the Members.

### **Article V.**

#### **MEMBERSHIP INTEREST**

### **Section 01    Contribution to Capital.**

BG  
JP

The Member contributions to the capital of the Limited Liability Company : wholly or partly, by cash, by personal property, or by real property, or service unanimous consent of the Members, other forms of contributions to capital of a company authorized by law may be authorized or approved. Upon receipt of the contribution to capital, the contribution shall be declared and taken to be full paid \_\_\_\_ further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

## **Section 02    Transfer or Assignment of Membership Interest.**

A Member's interest in the Limited Liability Company is personal property. Except as otherwise provided in this Agreement, a Member's interest may be transferred or assigned. If the other (non-transferring) Members of the Limited Liability Company other than the Member proposing to dispose of his/her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Limited Liability Company or to become a member. The transferee is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions, to which that Member would otherwise be entitled.

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor.

## **Section 3.    Right of First Refusal for Sales of Interests by Members. Payment of Purchase Price.**

The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Article V, Section 3 and Section 4.

## **Section 4. Purchase or Sell Right among Members.**

In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 4.2 shall apply.

### **Section 4.1 Definitions**

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.

"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.

"FMV" means "fair market value" obtained as specified in section 4.2

### **Section 4.2 Purchase or Sell Procedure.**

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering

Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV based on the following procedure. The Remaining Member(s) must provide the Offering Member the complete information of 2 MIA appraisers. The Offering Member must pick one of the appraisers to appraise the property and furnish a copy to all Members. The Offering Member also must provide the Remaining Members with the complete information of 2 MIA approved appraisers. The Remaining Members must pick one of the appraisers to appraise the property and furnish a copy to all Members. The medium of these 2 appraisals constitute the fair market value of the property which is called (FMV).

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV as determined by Section 4.2., based on the following formula.

$(FMV - COP) \times 0.5$  plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

The Remaining Member(s) shall have 30 days within which to respond in writing to the Offering Member by either

- (i) Accepting the Offering Member's purchase offer, or,
- (ii) Rejecting the purchase offer and making a counteroffer to purchase the interest of the Offering Member based upon the same fair market value (FMV) according to the following formula.

$(FMV - COP) \times 0.5$  + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4.. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member interests to the remaining Member(s).

#### **Section 4.3 Failure To Respond Constitutes Acceptance.**

Failure by all or any of the Remaining Members to respond to the Offering Member's notice within the thirty (30 day) period shall be deemed to constitute an acceptance of the Offering Member.

#### **Section 5. Return of Contributions to Capital.**

Return to a Member of his/her contribution to capital shall be as determined and permitted by law and this Agreement.

#### **Section 6. Addition of New Members.**

A new Member may be admitted into the Company only upon consent of at least ninety percent in Interest of the Members. The amount of Capital Contribution which must be made by a new Member shall be determined by the vote of all existing Members.

BC JD

A new Member shall not be deemed admitted into the Company until the Capital Contribution required of such person has been made and such person has become a party to this agreement.

### **DISTRIBUTION OF PROFITS**

#### **Section 03 Qualifications and Conditions.**

The profits of the Limited Liability Company shall be distributed; to the Members, from time to time, as permitted under law and as determined by the Manager, provided however, that all distributions shall in accordance with Exhibit B, attached hereto and incorporated by reference herein.

#### **Section 04 Record Date.**

The Record Date for determining Members entitled to receive payment of any distribution of profits shall be the day in which the Manager adopts the resolution for payment of a distribution of profits. Only Members of record on the date so fixed are entitled to receive the distribution notwithstanding any transfer or assignment of Member's interests or the return of contribution to capital to the Member after the Record Date fixed as aforesaid, except as otherwise provided by law.

#### **Section 05 Participation in Distribution of Profit.**

Each Member's participation in the distribution shall be in accordance with Exhibit B, subject to the Tax Provisions set forth in Exhibit A.

#### **Section 06 Limitation on the Amount of Any Distribution of Profit.**

In no event shall any distribution of profit result in the assets of the Limited Liability Company being less than all the liabilities of the Limited Liability Company, on the Record Date, excluding liabilities to Members on account of their contributions to capital or be in excess of that permitted by law.

#### **Section 07 Date of Payment of Distribution of Profit.**

Unless another time is specified by the applicable law, the payment of distributions of profit shall be within thirty (30) days of after the Record Date.

### **Article VI.**

### **ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES**

#### **Section 01 Issuance of Certificate of Interest.**

BC  
B

The interest of each Member in the Company shall be represented by a Certificate of Interest (also referred to as the Certificate of Membership Interest or the Certificate). Upon the execution of this Agreement and the payment of a Capital Contribution by the Member, the Management shall cause the Company to issue one or more Certificates in the name of the Member certifying that he/she/it is the record holder of the Membership Interest set forth therein.

## **Section 02    Transfer of Certificate of Interest.**

A Membership Interest which is transferred in accordance with the terms of Section 2 of Article V of this Agreement shall be transferable on the books of the Company by the record holder thereof in person or by such record holder's duly authorized attorney, but, except as provided in Section 3 of this Article with respect to lost, stolen or destroyed certificates, no transfer of a Membership Interest shall be entered until the previously issued Certificate representing such Interest shall have been surrendered to the Company and cancelled and a replacement Certificate issued to the assignee of such Interest in accordance with such procedures as the Management may establish. The management shall issue to the transferring Member a new Certificate representing the Membership Interest not being transferred by the Member, in the event such Member only transferred some, but not all, of the Interest represented by the original Certificate. Except as otherwise required by law, the Company shall be entitled to treat the record holder of a Membership Interest Certificate on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary,

## **Section 03    Lost, Stolen or Destroyed Certificates.**

The Company shall issue a new Membership Interest Certificate in place of any Membership Interest Certificate previously issued if the record holder of the Certificate:

- (a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;
- (b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) Satisfies any other reasonable requirements imposed by the Management.

If a Member fails to notify the Company within a reasonable time after it has notice of the loss, destruction or theft of a Membership Interest Certificate, and a transfer of the Interest represented by the Certificate is registered before receiving such notification, the Company shall have no liability with respect to any claim against the Company for such transfer or for a new Certificate.

## **Article VII. AMENDMENTS**

### **Section 01    Amendment of Articles of Organization.**

BC  
TD

Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, but subject to Article IX hereof, in no event shall the Articles of Organization be amended without the vote of Members representing at least ninety percent (90%) of the Members Interests.

## **Section 02 Amendment, Etc. of Operating Agreement.**

This Agreement may be adopted, altered, amended or repealed and a new Operating Agreement may be adopted by at least ninety percent in Interest of the Members, subject to Article IX.

### **Article VIII.**

#### **COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES**

The provisions of this Article IX and its Sections and Subsections shall control and supercede any contrary or conflicting provisions contained in other Articles in this Agreement or in the Company's Articles of Organization or any other organizational document of the Company.

## **Section 01 Title to Company Property.**

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes for that member.

## **Section 02 Effect of Bankruptcy, Death or Incompetency of a Member.**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

BG  
PB

**Article X.**  
**MISCELLANEOUS**

**a. Fiscal Year.**

The Members shall have the paramount power to fix, and from time to time, to change, the Fiscal Year of the Limited Liability Company. In the absence of action by the Members, the fiscal year of the Limited Liability Company shall be on a calendar year basis and end each year on December 31 until such time, if any, as the Fiscal Year shall be changed by the Members, and approved by Internal Revenue service and the State of Formation.

**b. Financial Statements; Statements of Account.**

Within ninety (90) business days after the end of each Fiscal Year, the Manager shall send to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year then ended an unaudited statement of assets, liabilities and Contributions To Capital as of the end of such Fiscal Year and related unaudited statements of income or loss and changes in assets, liabilities and Contributions to Capital. Within forty, five (45) days after each fiscal quarter of the Limited Liability Company, the Manager shall mail or otherwise deliver to each Member an unaudited report providing narrative and summary financial information with respect to the Limited Liability Company. Annually, the Manager shall cause appropriate federal and applicable state tax returns to be prepared and filed. The Manager shall mail or otherwise deliver to each Member who was a Member in the Limited Liability Company at any time during the Fiscal Year a copy of the tax return, including all schedules thereto. The Manager may extend such time period in its sole discretion if additional time is necessary to furnish complete and accurate information pursuant to this Section. Any Member or Manager shall the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts, and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4.

**c. Events Requiring Dissolution.**

The following events shall require dissolution winding up the affairs of the Limited Liability Company:

- i. When the period fixed for the duration of the Limited Liability Company expires as specified in the Articles of Organization.

B.G.  
J.P.

**d. Choice of Law.**

IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, PERFORMANCE AND THE RIGHTS AND INTERESTS OF THE PARTIES UNDER THIS AGREEMENT WITHOUT REGARD TO THE PRINCIPLES GOVERNING CONFLICTS OF LAWS, UNLESS OTHERWISE PROVIDED BY WRITTEN AGREEMENT.

**e. Severability.**

If any of the provisions of this Agreement shall contravene or be held invalid or unenforceable, the affected provision or provisions of this Agreement shall be construed or restricted in its or their application only to the extent necessary to permit the rights, interest, duties and obligations of the parties hereto to be enforced according to the purpose and intent of this Agreement and in conformance with the applicable law or laws.

**f. Successors and Assigns.**

Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representative, heirs, administrators, executors and assigns.

**g. Non-waiver.**

No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

**h. Captions.**

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

**i. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. It shall not be necessary for all Members to execute the same counterpart hereof.

**j. Definition of Words.**

Wherever in this agreement the term he/she is used, it shall be construed to mean also it's as pertains to a corporation member.

**k. Membership.**

B.G.  
-  
P.P.



A corporation, partnership, limited liability company, limited liability partnership or individual may be a Member of this Limited Liability Company.

# **I. Tax Provisions.**

The provisions of Exhibit A, attached hereto are incorporated by reference as if fully rewritten herein.

## **ARTICLE XI INDEMNIFICATION AND INSURANCE**

**Section 1. Indemnification: Proceeding Other than by Company.** The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

**Section 2. Indemnification: Proceeding by Company.** The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

**Section 3. Mandatory Indemnification.** To the extent that a Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Article XI, Sections 1 and 2, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

**Section 4. Authorization of Indemnification.** Any indemnification under Article XI, Sections 1 and 2, unless ordered by a court or advanced pursuant to Section 5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee or agent is proper in the circumstances. The determination must be made by a majority of the Members if the person seeking indemnity is not a majority owner of the Member Interests or by independent legal counsel selected by the Manager in a written opinion.

**Section 5. Mandatory Advancement of Expenses.** The expenses of Managers, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members or officers may be entitled under any contract or otherwise.

**Section 6. Effect and Continuation.** The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Article XI, Sections 1 – 5, inclusive:

(A) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Organization or any limited liability company agreement, vote of Members or disinterested Managers, if any, or otherwise, for either an action in his or her official capacity or an action in another capacity while holding his or her office, except that indemnification, unless ordered by a court pursuant to Article XI, Section 2 or for the advancement of expenses made pursuant to Section Article XI, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(B) Continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors and administrators.

(C) **Notice of Indemnification and Advancement.** Any indemnification of, or advancement of expenses to, a Manager, Member, officer, employee or agent of the Company in accordance with this Article XI, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

(D) **Repeal or Modification.** Any repeal or modification of this Article XI by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee or agent of the Company existing hereunder at the time of such repeal or modification.

## ARTICLE XII

### INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

Each Member, by his or its execution of this Agreement, hereby represents and warrants to, and agrees with, the Managers, the other Members and the Company as follows:

**Section 1. Pre-existing Relationship or Experience.** (i) Such Member has a preexisting personal or business relationship with the Company or one or more of its officers or control persons or (ii) by reason of his or its business or financial experience, or by reason of the business or financial experience of his or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting his or its own interests in connection with this investment.

**Section 2. No Advertising.** Such Member has not seen, received, been presented with or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the offer or sale of Interests in the Company.

**Section 3. Investment Intent.** Such Member is acquiring the Interest for investment purposes for his or its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Interest.

**Section 4. Economic Risk.** Such Member is financially able to bear the economic risk of his or its investment in the Company, including the total loss thereof.

**Section 5. No Registration of Units** Such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations, warranties and agreements herein.

**Section 6. No Obligation to Register.** Such Member represents, warrants and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

**Section 7. No Disposition in Violation of Law.** Without limiting the representations set forth above, and without limiting Article 12 of this Agreement, such Member will not make any disposition of all or any part of the Interests which will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of the Interests unless and until: (A) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or (B) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the

Managers, such Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction.

**Section 8. Financial Estimate and Projections.** That it understands that all projections and financial or other materials which it may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable and which may not be relied upon in making an investment decision.

### ARTICLE XIII

#### Preparation of Agreement.

**Section 1.** This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

- (A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and
- (B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and
- (C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and
- (D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and
- (E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and
- (F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the Members of the above-named Limited Liability Company, have hereunto executed this Agreement as of the Effective Date first set forth above.

B G  
10

**Member:**

*Shawn Bidsal*  
Shawn Bidsal, Member

CLA Properties, LLC

by *Benjamin Golshani*  
Benjamin Golshani, Manager

**Manager/Management:**

*Shawn Bidsal*  
Shawn Bidsal, Manager

*Benjamin Golshani*  
Benjamin Golshani, Manager

001144

001144

*BG*  
*PD*

## TAX PROVISIONS

## EXHIBIT A

1.1 Capital Accounts.

4.1.1 A single Capital Account shall be maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations there under (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

4.1.1.1 increased by (i) the amount of money contributed by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that under Section 752 of the Code the Company is considered to assume or take subject to), and (iii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

4.1.1.2 decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) the fair market value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that under Section 752 of the Code such Member is considered to assume or take subject to), (iii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iv) allocations to the Member of Company loss and deduction (or item thereof).

4.1.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.

4.1.3 When Company property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Members shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been

reflected in the Capital Account previously) would be allocated among the Members if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701 (g) of the Code) on the date of distribution.

- 4.1.4 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations there under.

5

**ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS**

5.1 **Allocations.** Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations there under, as implemented by Section 8.5 hereof, as applicable, shall be determined as follows:

5.1.1 **Allocations.** Except as otherwise provided in this Section 1.1:

5.1.1.1 items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in *Exhibit "B"*, subject to the Preferred Allocation schedule contained in *Exhibit "B"*, except that items of loss or deduction allocated to any Member pursuant to this Section 2.1 with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

5.1.1.1.1 first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, subject to the Preferred Allocation schedule contained in *Exhibit "B"*; and

5.1.1.1.2 Second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

Subject to the provisions of subsections 2.1.2 – 2.1.11, inclusive, of this Agreement, the items specified in this Section 1.1 shall be allocated to the

Members as necessary to eliminate any deficit Capital Account balances and thereafter to bring the relationship among the Members' positive Capital Account balances in accord with their pro rata interests.

- 5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.
- 5.1.3 Minimum Gain Chargeback Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale



or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

- 5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.
- 5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.
- 5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.
- 5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.
- 5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

- 5.1.11 State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 2.1.

- 5.2 Accounting Matters. The Managers or, if there be no Managers then in office, the Members shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Manager, Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

5.3 Tax Status and Returns.

- 5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.
- 5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.
- 5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations there under, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax Matters

Member." The Tax Matters Member shall be the "Tax Matters Partner" for U.S. federal income tax purposes.

001150

001150

BG  
F.B.

## EXHIBIT B

Member's Percentage Interest	Member's Capital Contributions
Shawn Bidsal            50%	\$ 1,215,000 _____ (30% of capital)_
CLA Properties, LLC 50%	\$ 2,834,250 _____ (70% of capital)_

### PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

Cash Distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-down Allocation." Step-down means that, step-by-step, cash is allocated and distributed in the following descending order of priority, until no more cash remains to be allocated. The Step-down Allocation is:

First Step, payment of all current expenses and/or liabilities of the Company;

Second Step, to pay in full any outstanding loans (unless distribution is the result of a refinance) held with financial institutions or any company loans made from Manager(s) or Member(s).

Third Step, to pay each Member an amount sufficient to bring their capital accounts to zero, pro rata based upon capital contributions.

Final Step, After the Third Step above, any remaining net profits or excess cash from sale or refinance shall be distributed to the Members fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

Losses shall be allocated according to Capital Accounts.

Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC

It is the express intent of the parties that "Cash Distributions of Profits" refers to distributions generated from operations resulting in ordinary income in contrast to Cash Distributions arising from capital transactions or non-recurring events such as a sale of all or a substantial portion of the Company's assets or cash out financing.

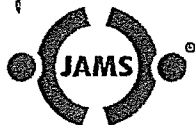
BC  
PB

# EXHIBIT B

001152

001152

# EXHIBIT B



# Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

## TO RESPONDENT (PARTY ON WHOM DEMAND FOR ARBITRATION IS MADE)

Add more respondents on page 6.

RESPONDENT NAME Shawn BidsalADDRESS 14309 Sherman Way Boulevard, Suite 201CITY Van NuysSTATE CaliforniaZIP 91405PHONE 818-901-8800

FAX

EMAIL wcico@yahoo.com

## RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY James E. ShapiroFIRM/COMPANY Smith & ShapiroADDRESS 2520 St. Rose Parkway, Suite 220CITY HendersonSTATE NevadaZIP 89074PHONE 702-318-5033FAX 702-318-5034EMAIL jshapiro@smithshapiro.com

## FROM CLAIMANT

Add more claimants on page 7.

CLAIMANT NAME CLA Properties, LLCADDRESS 2801 South Main StreetCITY Los AngelesSTATE CaliforniaZIP 90007PHONE 213-718-2416

FAX

EMAIL bengo17@yahoo.com

## CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY (1) Rodney T. Lewin and (2) Louis Garfinkel (info on attached)FIRM/COMPANY Law Offices Rodney T. Lewin, APCADDRESS 8665 Wilshire Boulevard, Suite 210CITY Beverly HillsSTATE CaliforniaZIP (90211PHONE 310-659-6771

FAX

310-659-7354EMAIL rod@rtlewin.com



# Demand for Arbitration Form (continued)

## Instructions for Submittal of Arbitration to JAMS

### MEDIATION IN ADVANCE OF THE ARBITRATION



If mediation in advance of the arbitration is desired, please check here and a JAMS Case Manager will assist the parties in coordinating a mediation session.

### NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

CLAIMANT HEREBY DEMANDS THAT YOU SUBMIT THE FOLLOWING DISPUTE TO FINAL AND BINDING ARBITRATION.  
A MORE DETAILED STATEMENT OF CLAIMS MAY BE ATTACHED IF NEEDED.

Claimant and Respondent are the sole members of Green Valley Commerce, LLC, a Nevada limited liability company ("Green Valley"), each with a 50% membership interest. Green Valley is governed by its Operating Agreement dated June 15, 2011. Article V Section 4 of the Operating Agreement is captioned Purchase or Sell Right among Members. In effect the provisions of Section 4 are buy-sell rights whereby one member can offer to buy out the other (the former called "Offering Member" and the latter called "Remaining Member") at a formula price based on the fair market value of Green Valley (called "FMV"). The Remaining Member then has the right either (1) to sell at the price based on the FMV stated by Offering Member, (2) demand an appraisal to determine FMV or (3) buy out the Offering Member at the same FMV.

On July 7, 2017 Respondent through his counsel (and there labelled "Offering Member") offered to buy out Claimant (there labelled "Remaining Member") at a price based on \$5,000,000 fair market value of Green Valley (there labelled "FMV"). In a timely fashion Claimant responded (directly to Respondent) in part that it "elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your \$5,000,000 valuation of the Company." Respondent has refused to sell his interest, but instead has demanded an appraisal to determine FMV.

In fact Section 4.2 in part provides that "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Members (or any of them) can request to establish FMV. . ." It does not provide that the Offering Member can after setting the FMV himself can then demand an appraisal; that was the sole right of the Remaining Member (option (2) above). But Claimant did not exercise that option. Rather it elected the third option, to buy out Respondent based on the FMV that Respondent established.

Any doubt in this regard is removed by the concluding paragraph of Section 4.2 which states: "The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) . . . In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interests to the remaining Member(s)."

AMOUNT IN CONTROVERSY (US DOLLARS) \_\_\_\_\_



# Demand for Arbitration Form (continued)

## Instructions for Submittal of Arbitration to JAMS

### ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows. Please cite location of arbitration provision and attach two copies of entire agreement.

#### ARBITRATION PROVISION LOCATION

Article III, Section 14.1 of the Operating Agreement in part states:

"Dispute Resolution. [After providing for possible resolution through representatives which has taken place without success it states] [A]ny controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party." (Other details follow within the section.)

### RESPONSE

The respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two copies to JAMS.

### REQUEST FOR HEARING

REQUESTED LOCATION Las Vegas, Nevada

### ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

See: Comprehensive Rule 16.1



By checking the box to the left, Claimant requests that the Expedited Procedures described in JAMS Comprehensive Rules 16.1 and 16.2 be applied in this matter. Respondent shall indicate not later than seven (7) days from the date this Demand is served whether it agrees to the Expedited Procedures.

### SUBMISSION INFORMATION

SIGNATURE

DATE September 26, 2017

NAME  
(PRINT/TYPED)

CLA Properties, LLC, by Rodney T. Lewin, its attorney



ATTACHMENT

The information for Louis Garfinkel is as follows:

Louis E. Garfinkel, Esq.  
Nevada Bar No. 3416  
Levine, Garfinkel & Eckersley  
8880 W. Sunset Road, Suite 390  
Las Vegas, NV 89148  
Tel: (702) 673-1612  
Fax: (702) 735-2198

The relief sought is as follow: Respondent be ordered to transfer his interest in Green Valley Commerce, LLC ("Green Valley") to Claimant upon payment of the price determined in accordance with Section 4 of the Operating Agreement for Green Valley using five million dollars as the fair market value of Green Valley.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
 4 18 and not a party to the within action; my business address is 8665 Wilshire Boulevard, Suite  
 210, Beverly Hills California 90211-2931.

5 On September 26, 2017, I served the foregoing document described as **DEMAND**  
 6 **FOR ARBITRATION FORM** on the interested parties in this action by placing a true copy  
 thereof enclosed in a sealed envelope addressed as follows:

7  
 8 James E. Shapiro  
 Smith & Shapiro  
 9 2520 St. Rose Parkway, Suite 220  
 Henderson, Nevada 89074

Shawn Bidsal  
 14309 Sherman Way, Suite 201  
 Van Nuys, California 91405

10  
 11 X **BY MAIL:** I caused such envelope to be deposited in the mail at Beverly Hills,  
 12 California. The envelope was mailed with postage thereon fully prepaid. I am "readily  
 13 familiar" with the firm's practice of collection and processing correspondence for mailing. It is  
 deposited with the U.S. Postal Service on that same day in the ordinary course of business. I  
 14 am aware that on motion of party served, service is presumed invalid if postal cancellation date  
 or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

15        **VIA OVERNITE EXPRESS** I caused such packages to be placed in the Overnite Express  
 pick up box for overnight delivery.

16        **VIA E-MAIL TO:** \_\_\_\_\_

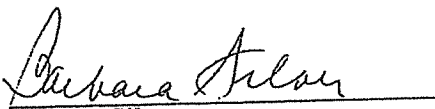
17        **BY FACSIMILE.** Pursuant to Rule 2005. The fax number that I used is set forth above.  
 18 The facsimile machine which was used complied with Rule 2003(3) and no error was reported  
 19 by the machine. Pursuant to Rule 2005(i), the machine printed a transmission record of the  
 transmission

20        **BY PERSONAL SERVICE** I personally delivered such envelope by hand to the  
 addressee(s).

21 X **STATE** I declare under penalty of perjury under the laws of the State of California that  
 22 the above is true and correct.

23        **FEDERAL** I declare that I am employed in the office of a member of the bar of this court  
 at whose direction the service was made.

24 Executed on September 26, 2017 at Beverly Hills, California.

25  
 26   
 27 Barbara Silver  
 28

# **EXHIBIT JJ**

**(Interim Award)**

001158

001158

# **EXHIBIT JJ**

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,  
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,  
Respondent and Counterclaimant.

INTERIM AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, and subject to further order,<sup>1</sup> makes the following findings of fact, conclusions of law and determinations ("determinations") and this Interim Award ("Award"), as follows.

---

<sup>1</sup> State and federal court case law support the determination of the Arbitrator's authority, at any time prior to the issuance of a final award, to revisit, review, correct, amend and otherwise modify and/or vacate interim or interlocutory orders and determinations therein, even absent surfacing of newly discovered evidence. Robbins v. LAUSD, 3 Cal.App.4th 313, 317 (1992), quoting Blue Mountain Development Company v. Carville, 132 Cal.App.3d 1005, 1013 (1982); Natural Resources Defense Council v. Evans, 243 F.5upp2d 1046, 1048 (ND Cal. 2003), citing Marconi Wireless Tel. Co. v. United States, 320 US 1, 47-48 (1943), Kapco Mfg Co. v. C&O Enterprises, Inc., 773 F.2d 151, 154 (7th Cir. 1985).

The Arbitrator reserves the right – via further order and/or interim or final award – among other things, to supplement, modify and/or vacate the determinations set forth in this Interim Award and/or any other prior order and ruling of the Arbitrator. See Par. 7 of the Relief Granted And Denied portion of this Interim Award, infra.

The caption, above, is for convenience only and shall not affect the interpretation of this award.

## DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

### I

## JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here<sup>2</sup> --- the Arbitrator has the jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has continuing jurisdiction over the subject matter and over the parties to the arbitration, who/which are Claimant and Counter-Respondent CLA Properties, LLC ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal ("Mr. Bidsal").

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1 in this arbitration. That order contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based

---

<sup>2</sup> JAMS Comprehensive Arbitration Rule 11(b) provides as follows:

"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,<sup>3</sup> applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

## II

### FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of \$5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's \$5 million valuation, and thus without a requested appraisal. On August 7, 2017 --- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his \$5 million valuation, and "invoke[d]

---

<sup>3</sup> The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

his right to establish the FMV by appraisal,"<sup>4</sup> "in accordance with Article V, Section 4 of the Company's Operating Agreement."

### III "CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. \$5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand

---

<sup>4</sup> The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

7. Despite conflicting testimony and impeachment on cross-examination on both sides,<sup>5</sup> the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

//////

---

<sup>5</sup> Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth --- often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.



9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,<sup>6</sup> in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/ August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

---

<sup>6</sup> While not dispositive, *per se*, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has  
(A) the option to buy or sell at the price offered by the other/offeror member and  
(B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with

/////

/////

the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

"The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interest to the [R]emaining Member(s)."

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,<sup>7</sup> the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

"Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?

"A Yes.

"Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?

"A Yes.

---

<sup>7</sup> Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

"Q And it was your understanding that they had both --- that was what they both had agreed to, right?

"A Yes.

\*\*\* \*\*

"Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?

"A That was what I intend when I put language like 'specific intent,' yes."

5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for \$5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering \$5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became

entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent language and all other language in that section, without Mr. Bidsal sub silentio

conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without \$5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then \$5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via

third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently

allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that \$5 million is the agreed valuation of the Company for purposes of computing the purchase and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance.<sup>8</sup>

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only "[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

---

<sup>8</sup> Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal.<sup>9</sup> Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.



F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at \$5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company --- the preponderance of the evidence is that Mr. Bidsal's \$5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's \$5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

22. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the

parties are in dispute in this arbitration.<sup>9</sup> CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39) raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. The relief granted to CLA in this Interim Award and in the final award will contain the same or substantially same following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce,

---

<sup>9</sup> Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

#### IV ATTORNEYS' FEES AND COSTS

23. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called *Brunzell* factors, under Nevada law ---<sup>10</sup> and has determined that CLA should be awarded \$\_\_\_\_\_ as and for attorneys' fees reasonably incurred and \$\_\_\_\_\_, as and for costs and expenses reasonably incurred.

---

<sup>10</sup> Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969)

A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 21(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."<sup>11</sup> --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a \$5 million "FMV", did not have merit --- were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because --- while Mr. Lewin, was CLA's lead counsel --- he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision --- and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA)).

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the

<sup>11</sup> Stokus v. Marsh, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.<sup>12</sup> Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the \$475/hr, with 42 years experience, and \$395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of \$375/hr for 30 years experience, were reasonable,<sup>13</sup> as were their billed hours of service, in the circumstances.<sup>14</sup> That is so notwithstanding the considerable cross-traffic of briefing which, in the circumstances, appears to have been unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately \$23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., \$11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of \$1,358.63 will also not be included as recoverable legal fees or costs.

<sup>12</sup> But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

<sup>13</sup> The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

<sup>14</sup> That is so, particularly after a pre-application downward adjustment of approximately \$28,000 in the amount of CLA's billed attorneys' fees.

In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Bunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Bunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Bunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver).

## V

### RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification, the Arbitrator hereby grants and denies relief in this Interim Award, as follows:

1. Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.
2. Mr. Bidsal shall take nothing by his Counterclaim.
3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of \$249,078.75 --- which is the full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs --- which amount will be reduced by \$13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not

its successful defense of Mr. Bidsal's Rule 18 cross-motion), in the amount of \$11,800.00, and Mr. Golshani's Las Vegas-related expenses in connection with this arbitration, \$1,358.63 --- plus additional attorneys' fees and costs reasonably incurred in connection with this arbitration after September 5, 2019, as will be included in the final award.

CLA may have to and including February 28, 2019, 4:00 p.m. (PT) to file, serve and email directly to the Arbitrator additional declarations, billing statements and any additional documentary substantiation in support of an application for awardable attorneys' fees and costs reasonably incurred in connection with this arbitration after September 5, 2018. Mr. Bidsal may have to and including March 7, 2019, 4:00 p.m. to file, serve and email directly to the Arbitrator a written opposition to CLA's supplemental application, as aforesaid --- which opposition shall be strictly limited to responding to evidence, points and authorities set forth in CLA's supplemental application, pursuant to the immediately preceding sentence of this subparagraph.

4. The parties may have to and including March 7, 2019, 4:00 p.m. (PT) by which to file and serve any appropriate corrections and/or necessary additions to this Interim Award --- which also must not be (A) inconsistent with any of the determinations or relief granted or denied, as hereinabove set forth or (B) no more than three (3) double-spaced pages in length, minimum 12-pt. font and no footnotes. See JAMS Comprehensive Arbitration Rule 29.

5. Subject to further order --- except as set forth in Paragraphs 3 and 4, immediately above, and until after issuance of the final award in this matter --- neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

6. Good cause appearing, and subject to further order, March 7, 2019 is intended to be the date for last briefs in this arbitration and the date as of which the Arbitrator intends to declare the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

7. The Arbitration Hearing in this matter has not been declared closed and, in the event, the Arbitrator shall continue to maintain jurisdiction over the

parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

8. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Interim Award shall govern and prevail in each and every such instance.

IT IS SO ORDERED.

Dated: February 21, 2019



---

STEPHEN E. HABERFELD  
Arbitrator



**PROOF OF SERVICE BY EMAIL & U.S. MAIL**

Re: CLA Properties, LLC vs. Bidsal, Shawn  
Reference No. 1260004569

I, Christopher Hofmeister, not a party to the within action, hereby declare that on February 21, 2019, I served the attached INTERIM AWARD on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:

Rodney T. Lewin Esq.  
L/O Rodney T. Lewin  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211  
Phone: 310-659-6771  
rod@rtlewin.com

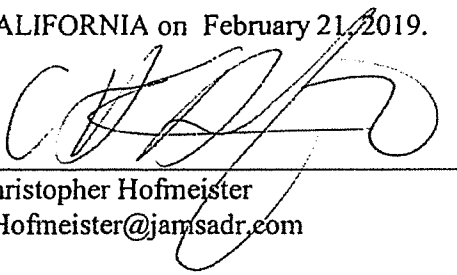
Parties Represented:  
CLA Properties, LLC

James E. Shapiro Esq.  
Sheldon A. Herbert Esq.  
Smith & Shapiro  
3333 E Serene Ave.  
Suite 130  
Henderson, NV 89074  
Phone: 702-318-5033  
jshapiro@smithshapiro.com  
sherbert@smithshapiro.com  
Parties Represented:  
Shawn Bidsal

Louis E. Garfinkel Esq.  
Levine Garfinkel Eckersley & Angioni  
8880 W. Sunset Rd  
Suite 290  
Las Vegas, NV 89146  
Phone: 702-735-0451  
lgarfinkel@lgkattorneys.com  
Parties Represented:  
CLA Properties, LLC

Daniel Goodkin Esq.  
Goodkin & Lynch  
1875 Century Park East  
Suite 1860  
Los Angeles, CA 90067  
Phone: 310-853-5730  
dgoodkin@goodkinlynch.com  
Parties Represented:  
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on February 21, 2019.

  
\_\_\_\_\_  
Christopher Hofmeister  
CHofmeister@jamsadr.com

# **EXHIBIT KK**

**(CLAP Attorney's Fees Supplement)**

001181

001181

# **EXHIBIT KK**

1 RODNEY T. LEWIN, ESQ. (SBN: 71664)  
 Law Offices of Rodney T. Lewin  
 2 A Professional Corporation  
 8665 Wilshire Boulevard, Suite 210  
 3 Beverly Hills, CA 90211-2931  
 Telephone: (310) 659-6771  
 4 Facsimile: (310) 659-7354

5 LOUIS E. GARFINKEL, ESQ. (NBN: 3416)  
 Levine, Garfinkel & Eckersley  
 6 1671 W. Horizon Ridge Parkway, Suite 220  
 Henderson, NV 89012  
 7 Telephone: (702) 673-1612  
 Facsimile: (702) 735-2198

8 Attorneys for Claimant/Counter-Respondent,  
 9 CLA PROPERTIES, LLC, a California  
 limited liability company

10  
 11  
 12 CLA PROPERTIES, LLC, a California  
 limited liability company,

13 Claimant/Counter-Respondent,

14 v.

15 SHAWN BIDSAL, an individual,

16 Respondent/Cross-Complainant.

JAMS Ref. No. 1260004569

CLAIMANT CLA PROPERTIES,  
 LLC'S ADDITIONAL  
 PRESENTATION, DECLARATIONS,  
 BILLING STATEMENTS, AND  
 DOCUMENTARY  
 SUBSTANTIATION IN SUPPORT OF  
 FEES AND COSTS AFTER  
 SEPTEMBER 5, 2018

# 19 1. INTRODUCTION

20 On February 21, 2019, the Arbitrator, Stephen E. Haberfeld, issued his Interim  
 21 Award Section V.3, in part, states:

22 "CLA may have to, and including, February 28, 2019, 4:00 p.m.  
 23 (PT) to file, serve and email directly to the Arbitrator additional  
 24 declarations, billing statements and any additional documentary  
 25 substantiation in support of an application for awardable attorneys' fees  
 and costs reasonably incurred in connection with this arbitration after  
 September 5, 2018".

26 This paper is in response to that section.

27 ///

28 ///

1           **2.     BRIEF DESCRIPTION**

2           Services by attorneys representing CLA Properties, LLC ("CLA") after September  
3 5, 2018, included the following:

4           Following receipt of the September 30, 2018 Merits Order, we reviewed same,  
5 reviewed the JAMS Rules in connection with the differences, if any, that should be  
6 included in the Interim Award which the Merits Order called upon CLA to prepare. We  
7 drafted, edited, revised and served on October 30, 2018 a 15-page Proposed Interim  
8 Award.

9           In addition, CLA's counsel prepared the Application for Attorney Fees, Costs and  
10 Expenses assembling all of the statements to the client, reviewing same to delete  
11 confidential material, analyzing same to remove the few charges that were applicable to  
12 the other dispute then and currently pending between CLA and Respondent Shawn Bidsal  
13 ("Bidsal"), explaining the reasons why the endeavors took the time that they did and  
14 preparing appropriate Declarations in support of the Application. In addition,  
15 documentation supporting the claim for reimbursement for costs and expenses was also  
16 assembled.

17           To move matters along, when the time expired for any objections to the proposed  
18 Interim Award passed, we notified the Arbitrator that it had and asked that the Proposed  
19 Interim Award we had prepared be executed and the Attorney Fee Application decided.

20           Thereafter, opposing counsel claimed a calendaring error and, without any  
21 approval by the Arbitrator which CLA has seen, filed and served Objections to the  
22 Proposed Interim Award. We researched the authorities included in those Objections in  
23 order to respond thereto.

24           In addition, time was incurred in studying the formula and the facts in order to  
25 inject the appropriate amounts into the various elements thereof.

26           With respect to Bidsal's untimely proposed Interim Order, we drafted, edited,  
27 revised, and served a response thereto including objecting to the fact that it was untimely.

28

F:\7157\Arbitration\Fee Application Post 9-5-18

1 We also prepared a 21-page Reply to the Objections to our Application for Fees, Costs  
2 and Expenses. Therein, we, in part, noted that "By reasons of the assertions made by  
3 Bidsal, this became a case involving contractual negotiations going back more than seven  
4 years in time, and attempting to locate emails and documents from that period to use to  
5 prove how the Buy-Sell language came to be." We called attention to the fact that the  
6 Merits Order directed that any objections to a proposed Interim Order "not be inconsistent  
7 with any determinations" in the Merits Order. Yet, in Bidsal's Objections to the Fee  
8 Application, he once again contended that it was Mr. Golshani who prepared the critical  
9 language even though the Merits Order said the opposite. We noted that while Bidsal's  
10 objections to the attorneys' fees were based on the hourly rates and amount of time  
11 incurred, his Opposition did not reveal either the rate or time incurred by his own counsel.  
12 We then researched and found the authority that the time incurred by a party opposing a  
13 fee application is relevant.

14 We pointed out that while Bidsal objected to our citation of California authorities,  
15 he himself was the first one to do so. We responded to the Bidsal's claim that this was  
16 such a simple case by pointing out that his initial brief started with events seven months  
17 before the Agreement was signed and continued with 13 separate events beyond the  
18 execution of the Agreement and that at every hearing and deposition, Bidsal had two  
19 attorneys present as contrasted to the one that CLA had present.

20 We responded to Bidsal's objection that CLA had made reference to the Mission  
21 Valley Operating Agreement, by locating and citing the instances where he had done  
22 exactly that.

23 In Section 2 of that Application, we pointed out the instances of Bidsal's scorched  
24 earth method of litigating this matter which necessarily ran up the time spent by CLA's  
25 attorneys.

26 We reviewed the billings to demonstrate that Respondent's claim that Mr. Lewin  
27 had spent almost all of his time on this case was factually false.  
28

1 We also went through each of the reductions that Bidsal had claimed should be  
2 made to show that his position, except as to our Rule 18 motion, was not well taken. Our  
3 Reply also went through the remainder of Bidsal's objections and set out the authorities to  
4 demonstrate that they were not well taken as a matter of law.

5 **3. AMOUNT.**

6 The Application for Attorney Fees and Costs dated October 30, 2018 set out the  
7 experience of those whose time was included in the statements affixed thereto. That  
8 included Rodney Lewin, Richard Agay, and Louis Garfinkel (4:28-5:16). That was  
9 confirmed in Paragraph 3 of the accompanying declaration. That paragraph also set out  
10 the normal hourly rate for legal assistant, Jack Margolin.

11 The last month for which billings have been sent is January, 2019. The total fees  
12 billed during October, November, and December 2018 and January, 2019 by the  
13 undersigned firm are \$37,884.67, and by Levine, Garfinkel & Eckersley are \$2,250.00.  
14 Together, the sum for those months is \$40,134.67.

15 Upon review of the statements, several of the entries for COB or REF have been  
16 redacted either because the time spent was in part for a different dispute between the  
17 parties or for other reasons, and is not included in this Presentation. Therefore, the  
18 amount attributable to those entries should likewise be reduced. They TOTAL \$4,338.75.  
19 Deducting that from the \$40,134.67 leaves a net amount of \$35,795.92 billed for services  
20 since September 5, 2018 through January 31, 2019 for which claim is here made.

21 In addition, during February, 2019, in reviewing the Interim Award, conferring  
22 regarding Bidsal's destruction of the property and in preparing this Presentation and  
23 Declarations, Richard Agay has spent 10.85 hours at \$395.00 per hour totaling \$4,285.75,  
24 and Rodney T. Lewin has spent two (2) hours at \$475.00 per hour, totaling \$950.00. The  
25 total of these services in February, 2019 is therefore \$5,235.75. Adding that to the  
26 \$35,795.92 gives a total of \$41,031.67 for attorneys' fees since September 5, 2018.

27 ///

1 In addition, CLA incurred the following expenses either directly or through  
2 counsel during that period of time:

4 JAMS AND ARBITRATOR FEES	\$10,920.00
5 Photocopy	335.45
6 Postage	0.63
7 Fax	1.80
8 Storage	<u>49.12</u>
9 Total	\$11,307.00

11 Therefore, for additional attorney fees and expenses since September 5, 2018,  
12 CLA requests that it be awarded an additional \$41,031.67 in fees after reductions, as  
13 stated above, and \$11,307.00 in costs and expenses for a grand total of \$52,338.67.

14 The Interim Award in Section V.3., in part, states that "CLA shall recover from  
15 Mr. Bidsal the sum and amount of \$249,078.75—which is the full amount of CLA's  
16 requested attorneys' fees and costs through September 5, 2018." But from that amount,  
17 the Award continues that the "amount will be reduced by \$13,158.63 . . . and \$1,358.63."  
18 That gives a net amount of \$234,561.49. Adding the \$52,238.67 gives a total amount of  
19 \$286,900.16 for attorneys' fees, costs and expenses to be included in the Final Award.

20 However, with all due respect, we believe that the Arbitrator made a mathematical  
21 error. Our Fee Application showed a total amount of \$284,600.82 consisting of  
22 \$255,403.75 in attorneys' fees and \$29,200.97. The only amounts therein for a time after  
23 September 5, 2018 were \$12,036 then recorded in October, plus an estimate of \$6,325.00  
24 for future services. Deducting them from the \$284,600.82 leaves \$266,239.62 rather than  
25 the \$249,078.75 stated in the Interim Order, or in other words the \$249,078.75 is

26 ///

27 ///

28 F:\7157\Arbitration\Fee Application Post 9-5-18

1 \$17,160.87 short. Assuming that the Arbitrator concurs with this correction, the total  
2 would be increased by that \$17,160.87 for a final total of \$304,061.03.

3  
4 Dated: February 28, 2019

LAW OFFICES OF RODNEY T. LEWIN,  
A Professional Corporation

5  
6 By: 

7 RODNEY T. LEWIN,  
8 Attorneys for Claimant/Counter Respondent  
9 CLA PROPERTIES, LLC, a California  
10 limited liability company  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## 001188

1           4. The following persons assisted me in working on this Arbitration and  
2 performed work in connection with it: Richard Agay, Esq. whose normal hourly rate is  
3 \$395 per hour, and Jack Margolin (legal assistant), whose normal hourly rate \$135.00. In  
4 addition, I billed my time on this matter at my standard hourly rate of \$475.00. Our local  
5 counsel, Louis Garfinkel, also worked on this matter and billed his time at his normal  
6 hourly rate of \$375.00 per hour. The rates charged by Mr. Agay, Mr. Garfinkel,  
7 Mr. Margolin and me in connection with this action are commensurate with our  
8 experience and are well within (or are below) the rates charged by similarly qualified and  
9 experienced attorneys and legal assistants in other similarly-sized firms in Los Angeles  
10 and Las Vegas handling matters such as this one.  
11

12           5. I have reviewed every entry contained in the billing records submitted herewith.  
13 The billing records on a daily basis contain a reasonable description of the work  
14 performed and the time spent, all of which time was spent on CLA's behalf in this  
15 arbitration. The billing records accurately reflect the time spent each day and the entries  
16 were made soon after completion of the task referenced in the bills in the normal course  
17 of keeping track of the services provided. The description of services was also written by  
18 the individual performing the service. Each entry contained within the billing records for  
19 CLA reflects necessary and reasonable work in the prosecution and defense of this action.  
20

21           6. In summary, from September 5, 2018 through January, 2019 (the last month for  
22 which a billing has been prepared or sent) and excluding time spent which I have  
23 excluded, as stated above, we have spent a total of 78.5 attorney hours on this Arbitration  
24 (plus 15.05 hours of legal assistant time).

25           7. The foregoing time spent resulted in billings to client for attorneys' fees  
26 during the months of October, 2018 through January, 2019 in the amount of \$33,545.92  
27 after deductions for certain entries listed in the Presentation above. To that, \$2,250.00  
28 billed for Mr. Garfinkel's services must be added.

1           8. I have been practicing law for 42 years. My practice has always focused on  
2 business and real estate litigation. This matter was very heavily contested. Mr. Bidsal's  
3 litigation tactics especially with regard to our Fee Application and the Proposed Interim  
4 Award required us to spend significant time.

5           9. The attached statements reflect costs and expenses and include \$335.45 for  
6 photocopy, \$1.80 for fax, and \$0.63 billed to the client for those services provided by my  
7 firm as well as \$72.81 for overnight delivery charges and \$49.12 to retrieve from storage  
8 research previously done in order to reduce time spent on redoing the effort. They total  
9 \$459.81. In addition, CLA directly paid the December 19, 2018 JAMS invoice for the  
10 Arbitrator's fee in the amount of \$10,920.00, of which a copy is included in Exhibit "A."  
11 That brings the total of costs and expenses since September 5, 2018 to \$11,307.00. As  
12 for photocopy charges, those are recorded electronically through the operation of our  
13 copy machine. In order to make a copy, we have to insert a file number and the charges  
14 (20 cents for black and white, and 75 cents for color) are then recorded onto the monthly  
15 billing statement. Each monthly statement has an amount set forth for photocopies which  
16 I reviewed for accuracy before the billing statements were sent out. Adding that to the  
17 \$35,795.92 for attorneys' fees gives us a total of \$47,102.92 for fees, costs and expenses  
18 from September 5, 2018 through January 31, 2019.

19           10. I have not yet billed for February, 2019. During this month, our time spent  
20 has been either to discuss with the client the appropriate steps to take in light of Bidsal's  
21 intentionally letting the property run down now that he knows he will no longer be the  
22 owner. The rest is for reviewing the Interim Order, gathering the statements, reviewing  
23 them to remove time questionably attributable to this Arbitration and then drafting,  
24 editing and revising this paper. In those efforts, Mr. Agay has spent 10.85 hours which,  
25 at \$395.00 per hour is \$4,285.75, and I have spent two (2) hours which, at \$475.00 per  
26 hour is \$950.00. Adding that to the \$35,795.92 for the time through January, 2019 and  
27 the costs and expenses of \$11,307.00, the total additional for fees, costs and expenses  
28

F:\7157\Arbitration\Fee Application Post 9-5-18

1 after September 5, 2018 is \$52,338.67.

2 11. The Interim Award in Section V.3., in part, states that "CLA shall recover  
3 from Mr. Bidsal the sum and amount of \$249,078.75—which is the full amount of CLA's  
4 requested attorneys' fees and costs through September 5, 2018." But from that amount,  
5 the Award continues that the "amount will be reduced by \$13,158.63 . . . and \$1,358.63."  
6 That gives a net amount of \$234,561.49. Adding the \$52,238.67 set out in Paragraph 10  
7 above gives a total amount of \$286,900.16 for attorneys' fees, costs and expenses to be  
8 included in the Final Award.

9 12. However, as pointed out above, we believe there was a mathematical error  
10 in the Interim Award explained in the Presentation above that resulted in the amount in  
11 the Interim Award being \$17,160.87 less than it should have been in order to have the  
12 gross amount be "the full amount of CLA's requested attorneys' fees and costs through  
13 September 5, 2018." Adding that \$17,160.87 should result in a final award of  
14 \$304,061.03 for attorneys' fees, costs and expenses.

15 I declare under penalty of perjury under the laws of the State of Nevada and the  
16 State of California that the foregoing is true and correct.

17 Executed this 28<sup>th</sup> day of February, 2019 at Beverly Hills, California.

18  
19   
20 RODNEY T. LEWIN

EXHIBIT "A" TO  
DECLARATION OF RODNEY T. LEWIN

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

October 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 19836

Professional Services

		<u>Hours</u>	<u>Amount</u>
10/09/18	RTL REVIEW ARBITRATOR AWARD, CONFERENCE, INTRA-OFFICE RE SAME AND CALENDARING; E-MAIL COMMUNICATION WITH CLIENT	0.40	190.00
	JM REVIEW ARBITRATION DECISION	0.30	NO CHARGE
	JM FILE MANAGEMENT MERITS ORDER NO. 1	0.10	NO CHARGE
	RDA READ ARBITRATION ORDER; DISC WITH LEWIN (N/C);	0.50	197.50
10/11/18	RDA REVIEW JAMS RULES AND TRANSCRIPT TO PREPARE AWARD AND COMMENCED DRAFTING	1.75	691.25
10/12/18	RTL E-MAIL COMMUNICATION WITH BEN	0.20	95.00
10/16/18	RTL CONFERENCE, INTRA-OFFICE RE AWARD AND STRATEGY ; TO DO	0.35	166.25
	RDA REVIEW E-MAIL EXCHANGE WITH CLIENT; CONFERENCE, INTRA-OFFICE RE AWARD DRAFTING	0.25	98.75
10/17/18	RDA DRAFTING AWARD	3.05	1,204.75
10/19/18	RDA REVIEW AND RESPOND TO CLIENT EMAILS RE AWARD; COMPLETE FIRST DRAFT OF AWARD	2.70	1,066.50
10/22/18	RTL BEGIN WORKUP OF MOTION FOR ATTORNEYS FEES.	1.00	475.00
10/23/18	RTL RESEARCH; CONTINUE WORK UP OF MOTION FOR FEES AND COSTS;	2.00	950.00
10/25/18	RTL WORK ON INTERIM AWARD; CONFERENCE, INTRA-OFFICE RE AWARD ISSUES AND STRATEGY;	1.75	831.25
	RDA REVIEW LEWIN EDITS TO AWARD AND COMMENT THEREON	0.70	NO CHARGE
	RTL WORK ON MOTION FOR ATTORNEYS FEES;	1.80	855.00
10/26/18	RTL REVIEW AND REVISE INTERIM AWARD; E-MAIL TO BEN AND LOUIS	2.00	950.00
	RTL REVIEW AGAY COMMENTS TO MOTION FOR ATTORNEYS FEES AND REVISE;; DRAFT GARFINKEL DECLARATION; E-MAIL TO GARFINKEL	2.00	950.00
	RDA REVIEW INTERIM AWARD DRAFT AND CONFERENCE WITH LEWIN RE PROPOSED EDITS;	0.65	256.75
	JM BEGIN REDACTIONS ON BILLING STATEMENTS; CALCULATE AND SUMMARIZE COSTS FOR JAMS ARBITRATION PREVAILING PARTY APPLICATION	0.75	101.25
	RDA CONFERENCE RE MOTION FOR ATTORNEYS FEES; REVIEW DRAFT AND EDIT; REVIEW FILES RE EXTRA WORK REQUIRED BECAUSE OF BIDSAL CLAIMS; EDIT DECLARATION RE BIDSAL GENERATED WORK	4.80	1,896.00
	COB [REDACTED]	2.25	843.75
10/27/18	JM PREPARE MEMO/SUPPLY CALCULATIONS FOR ATTORNEY FEES AND COSTS TO APPLICATION TO JAMS ARBITRATOR (INCLUDING REDACTIONS)	3.75	NO CHARGE
10/29/18	RTL TELEPHONE CALL FROM LOUIS ; EDIT INTERIM AWARD.	0.30	142.50
	RDA CONFERENCE WITH LEWIN RE ATTORNEYS FEE MOTION AND EDIT	0.75	NO CHARGE
	RTL REVIEW AGAY EDITS AND CONTINUE WORKUP ON MOTION FOR ATTORNEYS FEES AND COSTS	1.70	807.50
	RDA DRAFT FURTHER EDIT FOR ATTY FEE MOTION	0.60	237.00

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

October 31, 2018

Page 2

		Hours	Amount
10/29/18	RTL REVIEW JAMS BILLING; REVIEW BACKUP DOCUMENTS; E-MAIL COMMUNICATION WITH CLIENT; REVIEW INVOICES; TELEPHONE CALL FROM LOUIS; FINALIZE ATTORNEY FEE MOTION	1.45	688.75
	COR [REDACTED] S	0.85	318.75
10/30/18	JM CALCULATE COSTS BY CATEGORIES FOR APPLICATION TO ARBITRATOR; PREPARE MEMO	1.00	135.00
	RTL FINALIZE BOTH AWARD AND ATTY FEE MOTION	1.50	NO CHARGE
	REF [REDACTED]	0.50	82.50
	RTL RE-REVIEW COSTS AND RE EDIT MOTION FOR FEES; EMAIL TO HABERFELD	1.50	712.50
For professional services rendered		43.20	\$14,943.50
Additional Charges :			
10/31/18	COS POSTAGE CHARGES		0.63
	COS FAX CHARGES		1.80
	COS PHOTOCOPY CHARGES		71.60
Total costs			\$74.03
Total amount of this bill			\$15,017.53
Balance due			\$15,017.53

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$14,943.50 (-\$1,494.35) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$13,523.18 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
Name	Hours	Rate	Amount
CHANDLER O. BARTLETT	3.10	375.00	\$1,162.50
JL MARGOLIN	1.75	135.00	\$236.25
RICHARD D. AGAY	14.30	395.00	\$5,648.50
RODNEY T. LEWIN	16.45	475.00	\$7,813.75
RONALD E. FAULK	0.50	165.00	\$82.50

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	\$5,000.00

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

November 30, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 19905

Professional Services

		<u>Hours</u>	<u>Amount</u>
11/01/18	RDA EXCHANGE OF E-MAILS WITH CLIENT RE CALCULATION OF BUYOUT AMOUNT	0.20	79.00
11/06/18	RDA EXCHANGED E-MAILS WITH CLIENT RE CALCULATION OF ULTIMATE PRICE; STUDIED PROPOSED AWARD FOR RESPONSE TO CLIENT	0.85	335.75
11/08/18	RDA REVIEWED COUNTEROFFER	0.05	19.75
11/16/18	RTL CONFERENCE, INTRA-OFFICE AND E-MAIL TO JUDGE HABERFELD	0.20	95.00
	JM FILE MANAGEMENT/EDIT PLEADINGS RE: RTL LETTER TO FINALIZE INTERIM STATEMENT	0.40	54.00
	RDA REVIEWED PROPOSED LETTER TO SHAPIRO AND GARFINKLE COMMENTS	0.15	59.25
11/19/18	JM REVIEW/PRINT OPPOSING COUNSEL EMAIL TO JUDGE HABERFELD RE: INTENT TO FILE LATE OBJECTIONS TO INTERIM AWARD; EDIT PLEADINGS INDEX/FILE MANAGEMENT	0.30	40.50
	RDA REVIEWED E-MAIL TO JUDGE AND SENT COMMENT RE SAME; RECEIVED SHAPIRO E-MAIL RE LATE FILING AND DRAFTED PROPOSED RESPONSE TO JUDGE	0.40	158.00
11/21/18	JM RECEIVE/REVIEW EMAILS RE: OBJECTIONS TO INTERIM AWARD AND FEES AND COSTS APPLICATION; RETRIEVE/DOWNLOAD MERITS ORDER TO REVIEW FILING SCHEDULES; SCAN AND EMAIL TO RTL; CONFERENCE WITH RDA	0.60	81.00
	RDA CONFERENCE, INTRA-OFFICE RE FILE LMANAGEMENT; EXCHANGE OF E-MAILS RE PROPER RESPONSE TO RECENT BIDSAL FILINGS; REVIEWED OBJECTIONS TO AWARD AND TO FEE APPLICATION AND COMMENTED THEREUPON	2.75	1,086.25
11/26/18	RTL REVIEW OBJECTIONS AND MEMO RE SAME; CONFERENCE, INTRA-OFFICE RE RESEARCH; REVIEW RESEARCH AND BEGIN TO PREPARE RESPONSE.	3.00	1,425.00
	RTL TELEPHONE MESSAGE TO BEN	0.05	NO CHARGE
	RTL CONDUCT LEGAL RESEARCH OF CALIFORNIA AND NEVADA LAW RE ARBITRATOR RETAINING JURISDICTION AND FASHIONING REMEDIES LOCATING BIDSAL RELIANCE UPON CALIFORNIA CASES REPLY BRIEF	2.85	1,353.75
	RDA RE FEES; REVIEWED APPLICATION; COMMENCED PREPARATION OF REPLY	1.75	691.25
11/27/18	RTL FINALIZE RESPONSES TO BIDSAL OBJECTIONS; EMAIL AND TELEPHONE CALL FROM LOUIS	1.00	475.00
	JM REVIEW BIDSAL OBJECTIONS TO FEE APPLICATION BRIEF;REVIEW/CALCULATE PAGES OF DOCUMENTS FROM DISCOVERY AND JAMS ARBITRATION TO ASSIST RTL RESPONSE DRAFT	2.00	270.00
	RTL REVISE OUR OBJECTIONS TO BIDSAL'S OBJECTIONS TO INTERIM ORDER; CONDUCT FURTHER RESEARCH OF JAMS RULES AND CASE LAW RE DISCRETION TO FASHION APPROPRIATE REMEDIES	2.25	1,068.75



BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

November 30, 2018

Page 2

		<u>Hours</u>	<u>Amount</u>
11/28/18	JM EDIT MEMO TO ASSIST RDL ON RESPONSE TO OBJECTIONS TO FEES APPLICATION ADDING PLEADINGS TABS AND MATCHING BIDSAL BRIEF	1.00	135.00
	COB [REDACTED] ES	2.00	750.00
	RDA REVIEWED RESPONSE TO BIDSAL OBJECTIONS TO AWARD; INSTRUCTIONS RE CHANGE OF JAMS CONTACT; RESEARCH AND DRAFTING RE REPLY TO OBJECTIONS TO FEE CLAIM	2.25	888.75
11/29/18	COB CONFERENCE, INTRA-OFFICE RE RESEARCH; CONDUCT FURTHER LEGAL RESEARCH FOR REPLY TO OPPOSITION TO MOTION FOR ATTORNEYS' FEES	1.20	450.00
	JM ELECTRONIC AND BINDERS SEARCH OF PLEADINGS FOR KEY TERMS TO ASSIST RDA BRIEF; ASSIST RTL LOCATING OPPOSING ATTORNEY SIGNATURES; ELECTRONIC/BINDERS FILE MANAGEMENT	2.00	270.00
	RDA DRAFTING REPLY RE ATTORNEYS FEES AND RESEARCH	6.20	2,449.00
11/30/18	COB [REDACTED] ES	1.25	468.75
	RTL REVIEW A REPLY TO OPPOSITION TO MOTION FOR ATTORNEYS' FEES; AND CONFERENCE, INTRA-OFFICE RE FURTHER EDIT AND REVISION	0.65	308.75
	RDA COMPLETED DRAFT OF REPLY RE ATTORNEYS FEES AND RESEARCH; CONFERENCE RE EDITING REPLY BRIEF	5.25	2,073.75
For professional services rendered		40.60	\$15,086.25

## Additional Charges :

11/01/18	COS GOLDEN STATE OVERNIGHT INV. NO. 3770449 - DELIVERY TO SMITH & SHAPIRO (10/30/18)	24.27
	COS GOLDEN STATE OVERNIGHT INV. NO. 3770449 - DELIVERY TO GOODKIN & LYNCH LLP (10/30/18)	24.27
	COS GOLDEN STATE OVERNIGHT INV. NO. 3770449 - DELIVERY TO LEVINE GARFINKEL & ECKERSLEY (10/30/18)	24.27
11/30/18	RDA RESEARCH	49.12
	COS PHOTOCOPY CHARGES	249.60
	COS PHOTOCOPY CHARGES (COLOR)	14.25
Total costs		\$385.78
Total amount of this bill		\$15,472.03
Previous balance		\$15,017.53
11/20/2018 Payment - thank you		(\$12,766.00)
11/20/2018 Payment - thank you		(\$2,251.53)
Total payments and adjustments		(\$15,017.53)
Balance due		\$15,472.03

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$15,086.25 (-\$1,508.63) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$13,963.40 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

## Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CHANDLER O. BARTLETT	4.45	375.00	\$1,668.75
JL MARGOLIN	6.30	135.00	\$850.50
RICHARD D. AGAY	19.85	395.00	\$7,840.75

BENJAMIN GOLSHANI

In Reference To: CLA PROPERTIES, LLC - #7157

November 30, 2018

Page 3

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
RODNEY T. LEWIN	9.95	475.00	\$4,726.25

*THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.*

	<u>Amount</u>
Previous balance of Client Funds	\$5,000.00
New balance of Client Funds	<u>\$5,000.00</u>

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

December 31, 2018

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157

Invoice No. 20006

Professional Services

		<u>Hours</u>	<u>Amount</u>
12/02/18	RDA WORK ON EDIT OF REPLY RE ATTORNEY FEE APPLICATION	0.30	118.50
12/03/18	JM DOCUMENT SUPORT/ASSIST RDA FOR REPLY BRIEF ON FEES AND COSTS	2.00	270.00
	RTL CONTINUE EDIT OF REPLY; CONFERENCE, INTRA-OFFICE RE VET AND EDIT	0.75	356.25
	RDA COMPLETED EDITS TO DRAFT OF REPLY BRIEF RE ATTORNEY FEE REQUEST	3.50	1,382.50
12/04/18	RTL CONFERENCE, INTRA-OFFICE AND FINALIZE REPLY TO ATTY FEE MOTION	5.42	2,572.92
	JM RECEIVE/REVIEW/DOWNLOAD/PRINT FILE DEPOSITION NOTICE FOR SHAWN BIDSAL IN NEVADA; DOWNLOAD/COPY/SERVE CLAIMANT'S RESPONSE TO OBJECTIONS FOR FEES AND COSTS APPLICATION	0.70	94.50
	COB [REDACTED]	2.85	1,068.75
	COB [REDACTED]	0.60	225.00
12/05/18	JM REVIEW BRIEF IN RESPONSE TO OBJECTIONS TO ATTORNEY FEES AND COSTS; FILE MANAGEMENT FOR BRIEFS USED BY RTL IN DRAFTING BRIEF	0.50	67.50
	COB [REDACTED]	0.15	56.25
12/11/18	JM ASSIST RDA WITH DOCUMENTS SUPPORT FOR ARBITRATION TRANSCRIPT/EXHIBITS AND EMAIL/ATTACHMENTS REVIEW	0.80	108.00
12/13/18	JM ASSIST RDA CORRELATING CLAIMANT AND RESPONDENT EXHIBITS	1.00	135.00
12/18/18	JM RECEIVE/REVIEW/PRINT/FILE JUDGE HABERFELD'S EMAIL LETTER AND RESPONSIVE EMAILS	0.40	54.00
	RTL REVIEW HABERFELD LETTER AND RESPOND	0.15	71.25
	RTL REVIEW MEW SET OF OBJECTIONS FROM BIDSAL RE ATTORNEY FEE MOTION; CONFERENCE, INTRA-OFFICE RE OBJECTIONS	0.40	190.00
	JM PHONE CALLS TO JAMS CASE MANAGER TO DETERMINE IF BIDSAL HAS PAID LAST BILL	0.20	27.00
	COB [REDACTED]	0.20	75.00
12/19/18	JM PHONE CALL TO JAMS MANAGER ON TIMING OF DECISION; ALEX SAYS SCHEDULED MEETING TODAY TO ASCERTAIN WHEN RULING EXPECTED (ALSO LEARNED SHAPIRO OWES BALANCE BUT DOES NOT AFFECT TIMING OF RULING)	0.40	54.00
	RTL CONFERENCE, INTRA-OFFICE RE OBJECTIONS; FINAL EDIT AND E-MAIL; TELEPHONE CALL WITH LOUIS	0.50	237.50
	JM RECEIVE/REVIEW EMAIL WITH ATTACHMENTS RE: BIDSAL RESPONSE TO REPLY BRIEF ON FEES AND CLA'S OBJECTION TO SAME; EDIT INDEX/FILE; RECEIVE/REVIEW/PRINT JAMS FINAL RETAINER; CONFERENCE WITH RTL RE: PHONE CALLS TO JAMS CASE MANAGER AND EMAILS FROM CO-MANAGER;	0.60	81.00

BENJAMIN GOLSHANI  
In Reference To: CLA PROPERTIES, LLC - #7157

December 31, 2018  
Page 2

	<u>Hours</u>	<u>Amount</u>
12/19/18 JM REVIEWED BIDSAL UNAUTHORIZED RESPONSE TO REPLY TO ATTORNEYS FEES APPLICATION	0.30	40.50
12/21/18 JM RECEIVE/REVIEW EMAILS FROM JUDGE HABERFELD RE: CANCELLATION OF SETTLEMENT APPOINTMENT AND OTHER EMAILS	0.30	40.50
For professional services rendered	22.02	\$7,325.92
Additional Charges :		
12/01/18 COS ALL AMERICAN COURT REPORTER (11/13/18)		934.50
COS POSTAGE CHARGES		5.52
Total costs		\$940.02
Total amount of this bill		\$8,265.94
Previous balance		\$15,472.03
12/20/2018 Payment - thank you		(\$13,963.40)
12/20/2018 Credit		(\$931.50)
12/20/2018 Payment - thank you		(\$577.13)
Total payments and adjustments		(\$15,472.03)
Balance due		\$8,265.94

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$7,325.92 (-\$732.59) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$7,533.35 IS PAID WITHIN TEN (10) DAYS.  
THANK YOU!

Attorney Summary			
Name	Hours	Rate	Amount
CHANDLER O. BARTLETT	3.80	375.00	\$1,425.00
JL MARGOLIN	7.20	135.00	\$972.00
RICHARD D. AGAY	3.80	395.00	\$1,501.00
RODNEY T. LEWIN	7.22	475.00	\$3,427.92

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

RODNEY T. LEWIN, A PROFESSIONAL CORPORATION  
8665 WILSHIRE BLVD.  
SUITE 210  
BEVERLY HILLS, CA 90211-2931

January 31, 2019

BENJAMIN GOLSHANI  
2801 S. MAIN ST.  
LOS ANGELES, CA 90007

In Reference To: CLA PROPERTIES, LLC - #7157  
Invoice No. 20051

Professional Services

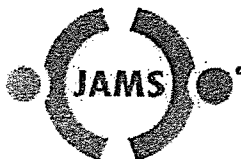
		<u>Hours</u>	<u>Amount</u>
01/07/19 JM	PHONE CALL TO JAMS CASE MANAGER RE: PAYMENT STATUS OF PARTIES	0.20	27.00
01/08/19 JM	PHONE CALL WITH JAMS CASE MANAGER RE: PAYMENT OF RECENT INVOICES; EMAIL RESULTS TO RTL	0.30	NO CHARGE
RTL	RESEARCH JAMS RULES RE DEFAULT AND REMEDIES FOR BIDSAL NON PAYMENT; CALL TO JAMS; RESEARCH FED ARBITRATION;	1.00	475.00
01/22/19 JM	PHONE CALL JAMS TO CHECK DATE BIDSAL PAID INVOICE;	0.20	NO CHARGE
JM	PHONE CALL WITH JAMS CONFIRMING PAYMENT BY BIDSAL, JUDGE HABERFELD ADVISED SO RULING TO COME SHORTLY; EMAIL TO RTL	0.20	27.00
For professional services rendered		1.90	\$529.00
Previous balance			\$8,265.94
1/31/2019 Payment - thank you			(\$7,167.05)
1/31/2019 Credit			(\$732.59)
Total payments and adjustments			(\$7,899.64)
Balance due			\$895.30

NOTE: A 10% COURTESY DISCOUNT ON CURRENT FEES OF \$529.00 (-\$52.90) WILL BE GIVEN IF THE TOTAL DISCOUNTED BALANCE DUE OF \$842.40 IS PAID WITHIN TEN (10) DAYS. THANK YOU!

Attorney Summary			
Name	Hours	Rate	Amount
JL MARGOLIN	0.40	135.00	\$54.00
RODNEY T. LEWIN	1.00	475.00	\$475.00

THIS FIRM IS A PROFESSIONAL CORPORATION (EIN #95-4822188).  
WE APPRECIATE TIMELY PAYMENTS. IF THERE IS A PROBLEM WITH YOUR BILL  
PLEASE CALL RODNEY T. LEWIN, TEL. NO. (310) 659-6771.

PLEASE REMIT PAYMENT WITHIN 10 DAYS AFTER RECEIPT. THANK YOU.

**INVOICE**

Invoice Date  
12/19/18

Invoice Number  
0004656562-260

To: Rodney T. Lewin, Esq.  
L/O Rodney T. Lewin  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211

Reference #: 1260004569 AF  
Billing Specialist: Kirsten Thorn  
Email: KThorn@jamsadr.com  
Telephone: (949) 224-4655  
Employer ID: 68-0542699

RE: CLA Properties, LLC vs. Bidsal, Shawn

Representing: CLA Properties, LLC

Neutral(s): Hon. Stephen Haberfeld (Ret.)

Hearing Type: Arbitration

Rep# 1

Date/ Time	Description	Total Billed	Parties Billed	Your Share
---------------	-------------	-----------------	-------------------	---------------

12/18/18	Hon. Stephen Haberfeld (Ret.) Retainer Fees. To be applied to reading, research, preparation, etc. NOTE: At the conclusion of the case, any unused portion of this retainer will be refunded.	21,840.00	2	10,920.00
----------	---	-----------	---	-----------

Expenses/Retainers	10,920.00
--------------------	-----------

Total	\$ 10,920.00
-------	--------------

Outstanding Balance as of 12/19/18	\$ 10,920.00
------------------------------------	--------------

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

Standard mail:  
P.O. Box 846402  
Los Angeles, CA 90084

Overnight mail:  
18881 Von Karman Ave, Suite 350  
Irvine, CA 92612

# CHASE *for* BUSINESS

Printed from Chase for Business

Pay to JAMS (...7239)  
Pay from CLA CHCKNG (...1991)  
Amount \$10,920.00  
Send on Dec 20, 2018  
Deliver by Dec 21, 2018  
Payment arrives in 1 business day  
Addenda Invoice 0004656562-260 December 19, 2018  
Status Paid  
Submitted by Administrator, Dec 20, 2018 12:11:30 PM  
Last updated by Not Available, Dec 21, 2018 5:24:39 AM  
Chase transaction number 5208598937

001202

001202

## DECLARATION OF LOUIS GARFINKEL



DECLARATION OF LOUIS E. GARFINKEL, ESQ.

I, Louis E. Garfinkel, do hereby declare:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of Nevada and represent Claimant CLA Properties, LLC ("CLA") in this action. The facts stated herein are based upon my personal knowledge and if called to testify thereto, I could do so.

2. I make this Declaration in support of CLA's Supplemental Motion for Attorney's Fees and Costs.

3. Attached to this Declaration are true and correct copies of the billing statements from my office sent to CLA relating to the Green Valley Arbitration that were generated after September 5, 2018.

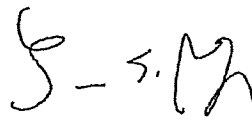
4. I am the custodian of records relating to this file on behalf of Levine, Garfinkel & Eckersley. The billing statements so attached were made under my supervision and direction and were made in the regular course of business. I record my time into a computer program and a monthly bill is created therefrom. The method employed for preparing our firm's billing records are to ensure that the records are accurate and trustworthy. The file number 35338.002 was assigned to the litigation associated with the arbitration between CLA and Mr. Bidsal. I have reviewed every entry contained in the billing records submitted herewith. Each of the entries contains a reasonable description of the work I performed and time spent, all of which time was spent on CLA's behalf in this arbitration.

5. I have been practicing law in the State of Nevada since 1988. I started practicing with the firm of Lionel Sawyer & Collins and in 1997 started my own firm. My hourly rate on this matter is \$375.00 an hour which is my normal and customary billing rate and is well within the market in Las Vegas for this type of case.

6. The attached invoices reflect that I have spent a total of six hours on this matter and billed CLA the sum of \$2,250.00. However, the attached invoices do not reflect the time I recently spent in connection with this matter reviewing the Arbitrator's most recent Interim Order, communicating with Mr. Lewin, and the preparation of this Declaration. I have spent an additional .90 time on this matter that has not been billed to the client yet. The total fees sought

1 by way of this Declaration is \$2,587.50.

2 7. I declare under penalty of perjury under the laws of the State of Nevada that the  
3 foregoing is true and correct.

4 

5 \_\_\_\_\_  
6 Louis E. Garfinkel, Esq.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

November 06, 2018  
Page 4In Reference To: CLA PROPERTIES, LLC adv  
Shawn Bidsal

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
10/9/2018	LEG Review Arbitrator's Order; telephone conference with Rod Lewin; telephone conference with Ben Golshani.	0.60	\$225.00
10/28/2018	LEG Review drafts of Interim Order and Motion for Attorney's Fees.	0.70	\$262.50
10/29/2018	LEG Attention to Declaration in Support of Motion for Attorney's Fees and Costs; telephone conference with Rod Lewin; review deposition transcript of David LeGrand; telephone conference with Rod Lewin; revise Declaration.	0.90	\$337.50
TOTAL FOR NEW SERVICES		2.20	\$825.00
BALANCE DUE			<u>\$825.00</u>

To insure proper credit, please include the account number or copy of invoice with your payment.

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

December 05, 2018  
Page 4In Reference To: *CLA PROPERTIES, LLC adv*  
*Shawn Bidsal*

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
11/21/2018	LEG Review objection to Bidsal's objection and proposed Interim order; review Bidsal's objection to Motion for Attorney's Fees; review correspondence.	0.50	\$187.50
11/27/2018	LEG Telephone conference with Rod Lewin regarding response to Bidsal's objections; review Golshani's objections and responses to Shawn Bidsal's objections; telephone conference with Rod Lewin.	0.40	\$150.00
	TOTAL FOR NEW SERVICES	0.90	\$337.50
	PREVIOUS BALANCE		\$825.00
11/20/2018	Wire Payment - thank you. Check No. WIRE		(\$825.00)
	Total adjustments (if applicable)		(\$825.00)
	BALANCE DUE		\$337.50

To insure proper credit, please include the account number or copy of invoice with your payment.

## LEVINE GARFINKEL &amp; ECKERSLEY

BENJAMIN GOLSHANI

January 10, 2019  
Page 3In Reference To: CLA PROPERTIES, LLC adv  
Shawn Bidsal

Account No.: 35338.002

## FOR PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
12/4/2018	LEG Review draft of Reply in Support of Motion for Attorney's Fees; telephone conference with Chandler Bartlett regarding Reply in Support of Motion for Attorney's fees.	0.50	\$187.50
12/6/2018	LEG Telephone conference with Rod Lewin regarding Motion to Confirm Arbitration Award; review NRS Chapter 38 regarding confirmation of award.	0.50	\$187.50
12/10/2018	LEG Review Federal Arbitration Act; review Nevada Arbitration Act; draft Petition to Confirm Arbitration Award; revision of Petition to Confirm Arbitration Award; telephone conference with Rod Lewin; review correspondence.	1.40	\$525.00
12/18/2018	LEG Review correspondence; review Surreply re Opposition to Motion for Attorney's Fees; review draft of Motion to Strike; review correspondence.	0.30	\$112.50
12/19/2018	LEG Review correspondence; telephone conference with Rod Lewin regarding Objection to Surreply; review correspondence.	0.20	\$75.00
TOTAL FOR NEW SERVICES		2.90	\$1,087.50
PREVIOUS BALANCE			\$337.50
12/20/2018 Payment - thank you. Check No. ACH			(\$337.50)
Total adjustments (if applicable)			(\$337.50)
BALANCE DUE			<u>\$1,087.50</u>

To insure proper credit, please include the account number or copy of invoice with your payment.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 18 and not a party to the within action; my business address is 8665 Wilshire Boulevard, Suite  
210, Beverly Hills California 90211-2931.

5 On February 28, 2019, I served the foregoing document described as **CLAIMANT**  
6 **CLA PROPERTIES, LLC'S ADDITIONAL PRESENTATION,**  
7 **DECLARATIONS, BILLING STATEMENTS, AND DOCUMENTARY**  
8 **SUBSTANTIATION IN SUPPORT OF FEES AND COSTS AFTER**  
9 **SEPTEMBER 5, 2018** on the interested parties in this action by placing a true copy thereof  
enclosed in a sealed envelope addressed as follows:

10 **SEE ATTACHED**

11      **BY MAIL:** I caused such envelope to be deposited in the mail at Beverly Hills, California.  
12 The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the  
13 firm's practice of collection and processing correspondence for mailing. It is deposited with the  
U.S. Postal Service on that same day in the ordinary course of business. I am aware that on  
motion of party served, service is presumed invalid if postal cancellation date or postage meter  
date is more than 1 day after the date of deposit for mailing in affidavit.

14      **VIA OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package  
provided by an overnight delivery carrier and addressed to the persons at the addresses above.  
15 I placed the envelope or package for collection and overnight delivery at an office or a regularly  
utilized drop box of the overnight delivery carrier or driver authorized by overnight delivery to  
16 receive documents.

17   X   **VIA E-MAIL TO:** Attached

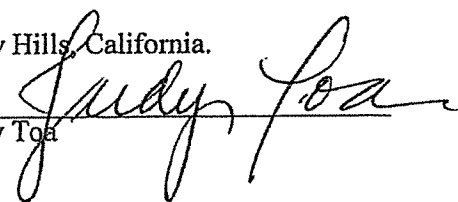
18      **BY FACSIMILE.** Pursuant to Rule 2005. The fax number that I used is set forth  
19 above. The facsimile machine which was used complied with Rule 2003(3) and no error was  
reported by the machine. Pursuant to Rule 2005(I), the machine printed a transmission record  
20 of the transmission

21 **BY PERSONAL SERVICE** I personally delivered such envelope by hand to the  
addressee(s).

22 **X STATE** I declare under penalty of perjury under the laws of the State of California that  
23 the above is true and correct.

24 **FEDERAL** I declare that I am employed in the office of a member of the bar of this court  
at whose direction the service was made.

25 Executed on February 28, 2019 at Beverly Hills, California.

26   
27 Judy Toa  
28

1 James E. Shapiro, Esq.  
2 Smith & Shapiro  
3 3333 E. Serene Ave., #130  
4 Henderson, NV 89074  
5 Tel: (702) 318-5033  
6 Fax: (702) 318-5034  
7 Email: [jshapiro@smithshapiro.com](mailto:jshapiro@smithshapiro.com)

8 Daniel L. Goodkin, Esq.  
9 Goodkin & Lynch LLP  
10 1800 Century Park East, 10<sup>th</sup> Floor  
11 Los Angeles, CA 90067  
12 Fax: (310) 943-1589  
13 Email: [dgoodkin@goodkinlynch.com](mailto:dgoodkin@goodkinlynch.com)

14 Louis E. Garfinkel, Esq.  
15 Levine, Garfinkel & Eckersley  
16 1671 W. Horizon Ridge Parkway  
17 Suite 220  
18 Henderson, NV 89012  
19 Tel: (702) 673-1612  
20 Fax: (702) 735-2198  
21 lgarfinkel@lgealaw.com

22  
23  
24  
25  
26  
27  
28

# **EXHIBIT LL**

**(Bidsal's Interim Award Objection)**

001211

001211

# **EXHIBIT LL**



SMITH & SHAPIRO, PLLC  
 2520 St. Rose Parkway, Suite 220  
 Henderson, NV 89074  
 O: (702) 318-5033 F: (702) 318-5034

James E. Shapiro, ESQ.  
 Sheldon A. Herbert, Esq.  
 SMITH & SHAPIRO, PLLC  
 3333 E. Serene Ave., Suite 130  
 Henderson, Nevada 89074  
 O: (702) 318-5033

Daniel L. Goodkin, Esq.  
 GOODKIN & LYNCH, LLP  
 1800 Century Park East, 10<sup>th</sup> Fl.  
 Los Angeles, CA 90067  
 O: (310) 552-3322

*Attorneys for Respondent*

JAMS

CLA PROPERTIES, LLC, a California limited liability company,

Reference #: 1260004569

Claimant,

Arbitrator: Hon Stephen E. Haberfeld (Ret.)

vs.

SHAWN BIDSAL,

Respondent.

### RESPONDENT SHAWN BIDSAL'S OBJECTION TO INTERIM AWARD

COMES NOW Respondent SHAWN BIDSAL, an individual ("Shawn"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GOODKIN & LYNCH, LLP, and files his Objection to the Interim Award, entered by the Arbitrator on February 21, 2019 (the "Interim Award").

On October 9, 2018, the Arbitrator entered his Merits Order No. 1. On or about October 31, 2018, Claimant CLA Properties, LLC ("CLA") submitted a proposed interim order for the Arbitrator's consideration (the "Proposed Interim Order"). On or about November 20, 2018, Shawn submitted an objection to the Proposed Interim Order (the "Objection"). Following a response by CLA, Shawn filed a reply on December 6, 2018 (the "Reply").

On February 21, 2019, the Arbitrator entered the Interim Award. Although the Interim Award did not adopt the entirety of the Proposed Interim Order verbatim, it still contained some of the defects illustrated in the Objection and Reply. Accordingly, pursuant to Section V(4) of the of

the Interim Award, Shawn objects to the Interim Award for the reasons set forth in the Objection and Reply and incorporates those arguments by reference as if more fully set forth herein.

DATED this 7<sup>th</sup> day of March, 2019.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.  
Sheldon A. Herbert, Esq.  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074  
Attorneys for Respondent

#### CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 7<sup>th</sup> day of March, 2019, I served a true and correct copy of the forgoing **RESPONDENT SHAWN BIDSAL'S OBJECTION TO INTERIM AWARD**, by emailing a copy of the same to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	<a href="mailto:LGarfinkel@lgealaw.com">LGarfinkel@lgealaw.com</a>	Attorney for CLAP
Rodney T Lewin, Esq.	<a href="mailto:rod@rtlewin.com">rod@rtlewin.com</a>	Attorney for CLAP
Alex Ford	<a href="mailto:AFord@jamsadr.com">AFord@jamsadr.com</a>	JAMS Case Manager
Reggie Joseph	<a href="mailto:RJoseph@jamsadr.com">RJoseph@jamsadr.com</a>	JAMS Case Manager
Stephen Haberfeld, Esq.	<a href="mailto:judgehaberfeld@gmail.com">judgehaberfeld@gmail.com</a>	Arbitrator

/s/ Jill M. Berghammer

An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074  
O:(702)318-5033 F:(702)318-5034

# **EXHIBIT MM**

**(Final Award)**

001214

001214

# **EXHIBIT MM**

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,  
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,  
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

/////

# I

## JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here<sup>1</sup> --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/ which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal").

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,<sup>2</sup>

---

<sup>1</sup> JAMS Comprehensive Arbitration Rule 11(b) provides as follows:

"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

<sup>2</sup> The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

## II FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of \$5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's \$5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his \$5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"<sup>3</sup> "in accordance with Article V, Section 4 of the Company's Operating Agreement."

### III "CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. \$5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

---

<sup>3</sup> The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

7. Despite conflicting testimony and impeachment on cross-examination on both sides,<sup>4</sup> the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement — which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations — a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" — such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal — after having initiated Section 4.2 procedures, of which he was the principal draftsman,<sup>5</sup> in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

---

<sup>4</sup> Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing — which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions — including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth — often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

<sup>5</sup> While not dispositive, *per se*, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.



10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response — specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision — including beyond the situation created by the July 7/ August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed \$5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony — which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 — was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/offerator member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

"The specific intent of this provision is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and according to the procedure set forth in Section 4. In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interest to the [R]emaining Member(s)."

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,<sup>6</sup> the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

---

<sup>6</sup> Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

"Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?

"A Yes.

"Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?

"A Yes.

"Q And it was your understanding that they had both --- that was what they both had agreed to, right?

"A Yes.

\*\*\* \*\*

"Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?

"A That was what I intend when I put language like 'specific intent,' yes."

5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for \$5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering \$5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 — regardless of who is the buyer — the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without \$5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 — which is an agreed fairness provision of the parties — then \$5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer — and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "the Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "the" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's \$5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of \$5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that \$5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance.<sup>7</sup>

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only "[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at \$5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

---

<sup>7</sup> Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. <sup>8</sup> Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's \$5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's \$5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" -- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.<sup>8</sup> CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

---

<sup>8</sup> Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.



raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

#### IV

#### ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law<sup>9</sup> --- and has determined that CLA should be awarded \$298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The \$298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is \$266,239.82.<sup>10</sup>

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is \$52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is \$6,295.00.

D. The aggregate of the sum of those amounts --- i.e., \$324,773.49 --- should and will be reduced by \$26,517.26, computed as follows: (1) \$13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of \$11,800.00), (2) \$12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

<sup>9</sup> Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969) ("Brunzell").

<sup>10</sup> The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to \$266,239.92 from \$249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) \$1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion — the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should be included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of \$12,000.00 from CLA's approximately \$41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration — especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."<sup>11</sup> — requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

---

<sup>11</sup> *Stokus v. Marsh*, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a \$5 million "FMV", did not have merit — were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because — while Mr. Lewin, was CLA's lead counsel — he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision — and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.<sup>12</sup> Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the \$475/hr, with 42 years experience, and \$395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of \$375/hr for 30 years experience, were reasonable,<sup>13</sup> as were their billed hours of service, in the circumstances.<sup>14</sup> That is so notwithstanding the

<sup>12</sup> But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

<sup>13</sup> The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

<sup>14</sup> That is so, particularly after a pre-application downward adjustment of approximately \$28,000 in the amount of CLA's billed attorneys' fees.

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately \$23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., \$11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of \$1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Brunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.<sup>15</sup>

////

---

In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

<sup>15</sup> The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

V  
**RELIEF GRANTED AND DENIED**

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.
2. Mr. Bidsal shall take nothing by his Counterclaim.
3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of \$298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.
4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.
5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

/////

/////

/////

6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.

Dated: April 5, 2019



---

STEPHEN E. HABERFELD  
Arbitrator

**PROOF OF SERVICE BY EMAIL & U.S. MAIL**

Re: CLA Properties, LLC vs. Bidsal, Shawn  
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:


Rodney T. Lewin Esq.  
L/O Rodney T. Lewin  
8665 Wilshire Blvd.  
Suite 210  
Beverly Hills, CA 90211  
Phone: 310-659-6771  
rod@rtlewin.com  
Parties Represented:  
CLA Properties, LLC

Louis E. Garfinkel Esq.  
Levine Garfinkel Eckersley & Angioni  
1671 W. Horizon Ridge Parkway  
Suite 230  
Henderson, NV 89102  
Phone: 702-735-0451  
lgarfinkel@lgkattorneys.com  
Parties Represented:  
CLA Properties, LLC

James E. Shapiro Esq.  
Sheldon A. Herbert Esq.  
Smith & Shapiro  
3333 E Serene Ave.  
Suite 130  
Henderson, NV 89074  
Phone: 702-318-5033  
jshapiro@smithshapiro.com  
sherbert@smithshapiro.com  
Parties Represented:  
Shawn Bidsal

Daniel Goodkin Esq.  
Goodkin & Lynch  
1875 Century Park East  
Suite 1860  
Los Angeles, CA 90067  
Phone: 310-853-5730  
dgoodkin@goodkinlynch.com  
Parties Represented:  
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.

  
\_\_\_\_\_  
Anne Lieu  
alieu@jamsadr.com



# **EXHIBIT NN**

**(JAMS Rules)**

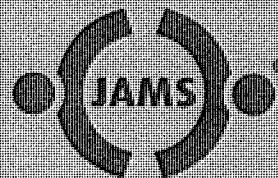
001236

001236

# **EXHIBIT NN**

# JAMS Comprehensive Arbitration Rules & Procedures

*Effective July 1, 2014*

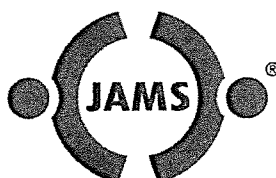


## JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

JAMS provides arbitration and mediation services worldwide. We resolve some of the world's largest, most complex and contentious disputes, utilizing JAMS Rules & Procedures as well as the rules of other domestic and international arbitral institutions.

JAMS arbitrators and mediators are full-time neutrals who come from the ranks of retired state and federal judges and prominent attorneys. These highly trained, experienced ADR professionals are dedicated to the highest ethical standards of conduct.

Parties wishing to write a pre-dispute JAMS arbitration clause into their agreement should review the sample arbitration clauses on pages 4 and 5. These clauses may be modified to tailor the arbitration process to meet the parties' individual needs.



## TABLE OF CONTENTS

Administrative Fees .....	3
---------------------------	---

### Standard Arbitration Clauses Referring to the JAMS Comprehensive Arbitration Rules

Standard Commercial Arbitration Clause .....	4
Standard Commercial Arbitration Clause Naming JAMS or Another Provider .....	4
Optional Expedited Procedures .....	5
Streamlined Rules .....	5

### JAMS Comprehensive Arbitration Rules & Procedures

Rule 1. Scope of Rules. ....	6
Rule 2. Party Self-Determination and Emergency Relief Procedures .....	7
Rule 3. Amendment of Rules .....	8
Rule 4. Conflict with Law .....	8
Rule 5. Commencing an Arbitration .....	8
Rule 6. Preliminary and Administrative Matters ..	9
Rule 7. Number and Neutrality of Arbitrators; Appointment and Authority of Chairperson .....	11
Rule 8. Service .....	12
Rule 9. Notice of Claims. ....	13
Rule 10. Changes of Claims .....	14
Rule 11. Interpretation of Rules and Jurisdictional Challenges. ....	14
Rule 12. Representation. ....	15
Rule 13. Withdrawal from Arbitration. ....	15
Rule 14. Ex Parte Communications .....	15
Rule 15. Arbitrator Selection, Disclosures and Replacement. ....	16
Rule 16. Preliminary Conference. ....	18
Rule 16.1. Application of Expedited Procedures ...	18
Rule 16.2. Where Expedited Procedures Are Applicable .....	19
Rule 17. Exchange of Information .....	21
Rule 18. Summary Disposition of a Claim or Issue. ....	22

Rule 19.	Scheduling and Location of Hearing. . . .	22
Rule 20.	Pre-Hearing Submissions . . . . .	23
Rule 21.	Securing Witnesses and Documents for the Arbitration Hearing. . . . .	23
Rule 22.	The Arbitration Hearing. . . . .	24
Rule 23.	Waiver of Hearing. . . . .	26
Rule 24.	Awards . . . . .	26
Rule 25.	Enforcement of the Award. . . . .	28
Rule 26.	Confidentiality and Privacy . . . . .	28
Rule 27.	Waiver. . . . .	28
Rule 28.	Settlement and Consent Award . . . . .	29
Rule 29.	Sanctions . . . . .	29
Rule 30.	Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability . . . . .	30
Rule 31.	Fees . . . . .	30
Rule 32.	Bracketed (or High-Low) Arbitration Option. . . . .	31
Rule 33.	Final Offer (or Baseball) Arbitration Option. . . . .	31
Rule 34.	Optional Arbitration Appeal Procedure . .	32

## Administrative Fees

For two-party matters, JAMS charges a \$1,200 Filing Fee, to be paid by the party initiating the Arbitration. For matters involving three or more parties, the Filing Fee is \$2,000. A Case Management Fee of 12% will be assessed against all Professional Fees, including time spent for hearings, pre- and post-hearing reading and research and award preparation.

JAMS neutrals set their own hourly, partial and full-day rates. For information on individual neutrals' rates and the administrative fees, please contact JAMS at 800.352.5267. The fee structure is subject to change.

## Standard Arbitration Clauses Referring to the JAMS Comprehensive Arbitration Rules

### Standard Commercial Arbitration Clause\*

*Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in (insert the desired place of arbitration), before (one) (three) arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (Streamlined Arbitration Rules & Procedures). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.*

*(Optional) Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.*

*(Optional) Expedited Procedures: The parties agree that the Expedited Procedures set forth in JAMS Comprehensive Rules 16.1 and 16.2 shall be employed.*

Sometimes contracting parties may want their agreement to allow a choice of provider organizations (JAMS being one) that can be used if a dispute arises. The following clause permits a choice between JAMS and another provider organization at the option of the first party to file the arbitration.

### Standard Commercial Arbitration Clause Naming JAMS or Another Provider\*

*Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in (insert the desired place of arbitration), before (one) (three) arbitrator(s). At the option of the first party to file an arbitration, the arbitration shall be*

*administered either by JAMS pursuant to its (Comprehensive Arbitration Rules & Procedures) (Streamlined Arbitration Rules & Procedures), or by (name an alternate provider) pursuant to its (identify the rules that will govern). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.*

*(Optional) Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.*

*(Optional) Expedited Procedures: The parties agree that the Expedited Procedures set forth in JAMS Comprehensive Rules 16.1 and 16.2 shall be employed.*

\*The drafter should select the desired option from those provided in the parentheses.

## Optional Expedited Procedures

JAMS offers optional Expedited Arbitration Procedures, whereby parties can choose a process that limits depositions, document requests and e-discovery. When parties utilizing JAMS Comprehensive Arbitration Rules elect to use these procedures, they agree to the voluntary and informal exchange of all non-privileged documents and other information relevant to the dispute. See Comprehensive Rules 16.1 and 16.2.

## Streamlined Rules

JAMS provides clients with the option to select a simplified arbitration process for those cases where the claims and counterclaims are less than \$250,000. JAMS Streamlined Arbitration Rules & Procedures are designed to minimize the arbitration costs associated with these cases while providing a full and fair hearing for all parties.

All of the JAMS Rules, including the Comprehensive Arbitration Rules set forth below, can be accessed at the JAMS website: [www.jamsadr.com/rules-clauses](http://www.jamsadr.com/rules-clauses).

# JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

*NOTICE: These Rules are the copyrighted property of JAMS. They cannot be copied, reprinted or used in any way without permission of JAMS, unless they are being used by the parties to an arbitration as the rules for that arbitration. If they are being used as the rules for an arbitration, proper attribution must be given to JAMS. If you wish to obtain permission to use our copyrighted materials, please contact JAMS at 949.224.1810.*

## Rule 1. Scope of Rules

(a) The JAMS Comprehensive Arbitration Rules and Procedures ("Rules") govern binding Arbitrations of disputes or claims that are administered by JAMS and in which the Parties agree to use these Rules or, in the absence of such agreement, any disputed claim or counterclaim that exceeds \$250,000, not including interest or attorneys' fees, unless other Rules are prescribed.

(b) The Parties shall be deemed to have made these Rules a part of their Arbitration agreement ("Agreement") whenever they have provided for Arbitration by JAMS under its Comprehensive Rules or for Arbitration by JAMS without specifying any particular JAMS Rules and the disputes or claims meet the criteria of the first paragraph of this Rule.

(c) The authority and duties of JAMS as prescribed in the Agreement of the Parties and in these Rules shall be carried out by the JAMS National Arbitration Committee ("NAC") or the office of JAMS General Counsel or their designees.

(d) JAMS may, in its discretion, assign the administration of an Arbitration to any of its Resolution Centers.

(e) The term "Party" as used in these Rules includes Parties to the Arbitration and their counsel or representatives.

(f) "Electronic filing" (e-file) means the electronic transmission of documents to and from JAMS and other Parties for the purpose of filing via the Internet. "Electronic service" (e-service) means the electronic transmission of documents via JAMS Electronic Filing System to a Party, attorney or representative under these Rules.



## Rule 2. Party Self-Determination and Emergency Relief Procedures

(a) The Parties may agree on any procedures not specified herein or in lieu of these Rules that are consistent with the applicable law and JAMS policies (including, without limitation, Rules 15(i), 30 and 31). The Parties shall promptly notify JAMS of any such Party-agreed procedures and shall confirm such procedures in writing. The Party-agreed procedures shall be enforceable as if contained in these Rules.

(b) When an Arbitration Agreement provides that the Arbitration will be non-administered or administered by an entity other than JAMS and/or conducted in accordance with rules other than JAMS Rules, the Parties may subsequently agree to modify that Agreement to provide that the Arbitration will be administered by JAMS and/or conducted in accordance with JAMS Rules.

(c) Emergency Relief Procedures. These Emergency Relief Procedures are available in Arbitrations filed and served after July 1, 2014, and where not otherwise prohibited by law. Parties may agree to opt out of these Procedures in their Arbitration Agreement or by subsequent written agreement.

(i) A Party in need of emergency relief prior to the appointment of an Arbitrator may notify JAMS and all other Parties in writing of the relief sought and the basis for an Award of such relief. This Notice shall include an explanation of why such relief is needed on an expedited basis. Such Notice shall be given by facsimile, email or personal delivery. The Notice must include a statement certifying that all other Parties have been notified. If all other Parties have not been notified, the Notice shall include an explanation of the efforts made to notify such Parties.

(ii) JAMS shall promptly appoint an Emergency Arbitrator to rule on the emergency request. In most cases the appointment of an Emergency Arbitrator will be done within 24 hours of receipt of the request. The Emergency Arbitrator shall promptly disclose any circumstance likely, on the basis disclosed in the application, to affect the Arbitrator's ability to be impartial or independent. Any challenge to the appointment of the Emergency Arbitrator shall be made within 24 hours of the disclosures by the Emergency Arbitrator. JAMS will promptly review and decide any such challenge. JAMS' decision will be final.

(iii) Within two business days, or as soon as practicable thereafter, the Emergency Arbitrator shall establish a schedule for the consideration of the request for emergency relief. The schedule shall provide a reasonable opportunity for all Parties to be heard taking into account the nature of the relief sought. The Emergency Arbitrator has the authority to rule on his or her own jurisdiction and shall resolve any disputes with respect to the request for emergency relief.

(iv) The Emergency Arbitrator shall determine whether the Party seeking emergency relief has shown that immediate and irreparable loss or damage will result in the absence of emergency relief and whether the requesting Party is entitled to such relief. The Emergency Arbitrator shall enter an order or Award granting or denying the relief, as the case may be, and stating the reasons therefor.

(v) Any request to modify the Emergency Arbitrator's order or Award must be based on changed circumstances and may be made to the Emergency Arbitrator until such time as an Arbitrator or Arbitrators are appointed in accordance with the Parties' Agreement and JAMS' usual procedures. Thereafter, any request related to the relief granted or denied by the Emergency Arbitrator shall be determined by the Arbitrator(s) appointed in accordance with the Parties' Agreement and JAMS' usual procedures.

(vi) At the Emergency Arbitrator's discretion, any interim Award of emergency relief may be conditioned on the provision of adequate security by the Party seeking such relief.

### Rule 3. Amendment of Rules

JAMS may amend these Rules without notice. The Rules in effect on the date of the commencement of an Arbitration (as defined in Rule 5) shall apply to that Arbitration, unless the Parties have agreed upon another version of the Rules.

### Rule 4. Conflict with Law

If any of these Rules, or modification of these Rules agreed to by the Parties, is determined to be in conflict with a provision of applicable law, the provision of law will govern over the Rule in conflict, and no other Rule will be affected.

### Rule 5. Commencing an Arbitration

(a) The Arbitration is deemed commenced when JAMS issues a Commencement Letter based upon the existence of one of the following:

(i) A post-dispute Arbitration Agreement fully executed by all Parties specifying JAMS administration or use of any JAMS Rules; or

(ii) A pre-dispute written contractual provision requiring the Parties to arbitrate the dispute or claim and specifying JAMS administration or use of any JAMS Rules or that the Parties agree shall be administered by JAMS; or

(iii) A written confirmation of an oral agreement of all Parties to participate in an Arbitration administered by JAMS or conducted pursuant to any JAMS Rules; or

(iv) The Respondent's failure to timely object to JAMS administration; or

(v) A copy of a court order compelling Arbitration at JAMS.

(b) The issuance of the Commencement Letter confirms that requirements for commencement have been met, that JAMS has received all payments required under the applicable fee schedule and that the Claimant has provided JAMS with contact information for all Parties along with evidence that the Demand for Arbitration has been served on all Parties.

(c) If a Party that is obligated to arbitrate in accordance with subparagraph (a) of this Rule fails to agree to participate in the Arbitration process, JAMS shall confirm in writing that Party's failure to respond or participate, and, pursuant to Rule 22(j), the Arbitrator, once appointed, shall schedule, and provide appropriate notice of, a Hearing or other opportunity for the Party demanding the Arbitration to demonstrate its entitlement to relief.

(d) The date of commencement of the Arbitration is the date of the Commencement Letter but is not intended to be applicable to any legal requirements such as the statute of limitations, any contractual limitations period or claims notice requirements. The term "commencement," as used in this Rule, is intended only to pertain to the operation of this and other Rules (such as Rules 3, 13(a), 17(a) and 31(a)).

#### Rule 6. Preliminary and Administrative Matters

(a) JAMS may convene, or the Parties may request, administrative conferences to discuss any procedural matter relating to the administration of the Arbitration.

(b) If no Arbitrator has yet been appointed, at the request of a Party and in the absence of Party agreement, JAMS may determine the location of the Hearing, subject to Arbitrator review. In determining the location of the Hearing, such factors as the subject matter of the dispute, the convenience of the Parties and witnesses, and the relative resources of the Parties shall be considered.

(c) If, at any time, any Party has failed to pay fees or expenses in full, JAMS may order the suspension or termination of the proceedings. JAMS may so inform the Parties in order that one of them may advance the required payment. If one Party advances the payment owed by a non-paying Party, the Arbitration shall proceed, and the Arbitrator may allocate the non-paying Party's share of such costs, in accordance with Rules 24(f) and 31(c). An administrative suspension shall toll any other time limits contained in these Rules or the Parties' Agreement.

(d) JAMS does not maintain an official record of documents filed in the Arbitration. If the Parties wish to have any documents returned to them, they must advise JAMS in writing within thirty (30) calendar days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing, and JAMS reserves the right to impose an additional fee for such special arrangements. Documents that are submitted for e-filing are retained for thirty (30) calendar days following the conclusion of the Arbitration.

(e) Unless the Parties' Agreement or applicable law provides otherwise, JAMS, if it determines that the Arbitrations so filed have common issues of fact or law, may consolidate Arbitrations in the following instances:

(i) If a Party files more than one Arbitration with JAMS, JAMS may consolidate the Arbitrations into a single Arbitration.

(ii) Where a Demand or Demands for Arbitration is or are submitted naming Parties already involved in another Arbitration or Arbitrations pending under these Rules, JAMS may decide that the new case or cases shall be consolidated into one or more of the pending proceedings and referred to one of the Arbitrators or panels of Arbitrators already appointed.

(iii) Where a Demand or Demands for Arbitration is or are submitted naming Parties that are not identical to the

Parties in the existing Arbitration or Arbitrations, JAMS may decide that the new case or cases shall be consolidated into one or more of the pending proceedings and referred to one of the Arbitrators or panels of Arbitrators already appointed.

When rendering its decision, JAMS will take into account all circumstances, including the links between the cases and the progress already made in the existing Arbitrations.

Unless applicable law provides otherwise, where JAMS decides to consolidate a proceeding into a pending Arbitration, the Parties to the consolidated case or cases will be deemed to have waived their right to designate an Arbitrator as well as any contractual provision with respect to the site of the Arbitration.

(f) Where a third party seeks to participate in an Arbitration already pending under these Rules or where a Party to an Arbitration under these Rules seeks to compel a third party to participate in a pending Arbitration, the Arbitrator shall determine such request, taking into account all circumstances he or she deems relevant and applicable.

#### Rule 7. Number and Neutrality of Arbitrators; Appointment and Authority of Chairperson

(a) The Arbitration shall be conducted by one neutral Arbitrator, unless all Parties agree otherwise. In these Rules, the term "Arbitrator" shall mean, as the context requires, the Arbitrator or the panel of Arbitrators in a tripartite Arbitration.

(b) In cases involving more than one Arbitrator, the Parties shall agree on, or, in the absence of agreement, JAMS shall designate, the Chairperson of the Arbitration Panel. If the Parties and the Arbitrators agree, a single member of the Arbitration Panel may, acting alone, decide discovery and procedural matters, including the conduct of hearings to receive documents and testimony from third parties who have been subpoenaed to produce documents.

(c) Where the Parties have agreed that each Party is to name one Arbitrator, the Arbitrators so named shall be neutral and independent of the appointing Party, unless the Parties have agreed that they shall be non-neutral.

## Rule 8. Service

(a) The Arbitrator may at any time require electronic filing and service of documents in an Arbitration. If an Arbitrator requires electronic filing, the Parties shall maintain and regularly monitor a valid, usable and live email address for the receipt of all documents filed through JAMS Electronic Filing System. Any document filed electronically shall be considered as filed with JAMS when the transmission to JAMS Electronic Filing System is complete. Any document e-filed by 11:59 p.m. (of the sender's time zone) shall be deemed filed on that date. Upon completion of filing, JAMS Electronic Filing System shall issue a confirmation receipt that includes the date and time of receipt. The confirmation receipt shall serve as proof of filing.

(b) Every document filed with JAMS Electronic Filing System shall be deemed to have been signed by the Arbitrator, Case Manager, attorney or declarant who submits the document to JAMS Electronic Filing System, and shall bear the typed name, address and telephone number of a signing attorney. Documents containing signatures of third parties (i.e., unopposed motions, affidavits, stipulations, etc.) may also be filed electronically by indicating that the original signatures are maintained by the filing Party in paper format.

(c) Delivery of e-service documents through JAMS Electronic Filing System to other registered users shall be considered as valid and effective service and shall have the same legal effect as an original paper document. Recipients of e-service documents shall access their documents through JAMS Electronic Filing System. E-service shall be deemed complete when the Party initiating e-service completes the transmission of the electronic document(s) to JAMS Electronic Filing System for e-filing and/or e-service. Upon actual or constructive receipt of the electronic document(s) by the Party to be served, a Certificate of Electronic Service shall be issued by JAMS Electronic Filing System to the Party initiating e-service, and that Certificate shall serve as proof of service. Any Party who ignores or attempts to refuse e-service shall be deemed to have received the electronic document(s) 72 hours following the transmission of the electronic document(s) to JAMS Electronic Filing System.

(d) If an electronic filing or service does not occur because of (1) an error in the transmission of the document to JAMS Electronic Filing System or served Party that was unknown to the sending Party; (2) a failure to process the electronic

document when received by JAMS Electronic Filing System; (3) the Party being erroneously excluded from the service list; or (4) other technical problems experienced by the filer, the Arbitrator or JAMS may, for good cause shown, permit the document to be filed *nunc pro tunc* to the date it was first attempted to be sent electronically. Or, in the case of service, the Party shall, absent extraordinary circumstances, be entitled to an order extending the date for any response or the period within which any right, duty or other act must be performed.

(e) For documents that are not filed electronically, service by a Party under these Rules is effected by providing one signed copy of the document to each Party and two copies in the case of a sole Arbitrator and four copies in the case of a tripartite panel to JAMS. Service may be made by hand-delivery, overnight delivery service or U.S. mail. Service by any of these means is considered effective upon the date of deposit of the document.

(f) In computing any period of time prescribed or allowed by these Rules for a Party to do some act within a prescribed period after the service of a notice or other paper on the Party and the notice or paper is served on the Party only by U.S. mail, three (3) calendar days shall be added to the prescribed period.

#### Rule 9. Notice of Claims

(a) Each Party shall afford all other Parties reasonable and timely notice of its claims, affirmative defenses or counterclaims. Any such notice shall include a short statement of its factual basis. No claim, remedy, counterclaim or affirmative defense will be considered by the Arbitrator in the absence of such prior notice to the other Parties, unless the Arbitrator determines that no Party has been unfairly prejudiced by such lack of formal notice or all Parties agree that such consideration is appropriate notwithstanding the lack of prior notice.

(b) Claimant's notice of claims is the Demand for Arbitration referenced in Rule 5. It shall include a statement of the remedies sought. The Demand for Arbitration may attach and incorporate a copy of a Complaint previously filed with a court. In the latter case, Claimant may accompany the Complaint with a copy of any Answer to that Complaint filed by any Respondent.

(c) Within fourteen (14) calendar days of service of the notice of claim, a Respondent may submit to JAMS and