

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.

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**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 9**

**PAGES 2001-2250**

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**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:

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1 liquid, and I said that I don't have cash  
2 available and -- or if I have, I have other  
3 project that I'm thinking, and I am not in the  
4 position to invest.

5 Q Okay. And the next thing that happened  
6 in connection with Green Valley was what?

7 A Pardon me?

8 Q The next thing that happened in  
9 connection with Green Valley was what? Is the  
10 next thing that happened in connection with Green  
11 Valley in terms of your -- in terms of this  
12 arbitration was that you received the offer to  
13 purchase?

14 A Yes. After that, of course, you know,  
15 we discussed to market the property and sell and  
16 be done with it. And he, as usual, he was in  
17 charge of the event. And he researched the event  
18 and he exactly got all of the figures and all of  
19 that. I -- and he worked with the brokers and  
20 came up with a price to sell it, put it in the  
21 market, and came to me and said that it is not  
22 selling. I said, "Okay, how about if you reduce  
23 your price?" Which he said he would. And then we  
24 were in this discussions that I received the  
25 letter of July 7, 2011.

1 Q All right. Now, at the same -- when you  
2 signed the Green Valley agreement, did you also  
3 sign the Country Club agreement?

4 A Yes.

5 Q And was the Country Club agreement a  
6 mirror image of Green Valley?

7 A Yes, same -- yes, sir.

8 MR. LEWIN: Okay. I have --

9 BY MR. LEWIN:

10 Q What was the property listed to sell --  
11 to sell for?

12 A From what I remember in the beginning,  
13 was 6.3 million, and then he said that he reduced  
14 it for \$5.8 million.

15 Q And when was this?

16 A This was four or five months before --

17 Q And was this for all of the Green  
18 Valley --

19 A -- July --

20 Q Is this for all the Green Valley  
21 properties?

22 A For all six buildings, yeah. And --

23 MR. LEWIN: Okay. I have nothing  
24 further. I'll turn it over.

25 MR. SHAPIRO: Can we take a rest break

1 real quick, five minutes?

2 THE ARBITRATOR: We have a -- maybe not  
3 discussed this before, perhaps, but what I call  
4 the Haberfeld five. There is really a ten-minute  
5 break because there really is no such thing as a  
6 five-minute break. So we'll take a ten-minute  
7 break. See you back in ten.

8 MR. SHAPIRO: Okay.

9 (Whereupon, a recess was taken.)

10 THE ARBITRATOR: Back on the record.  
11 I have had a brief introductory  
12 conversation that I will now put on the record --

13 MR. LEWIN: He'll tell you what  
14 exhibits -- just listen to him. He'll direct you  
15 to what he wants you to look at.

16 THE WITNESS: Okay.

17 THE ARBITRATOR: -- with our witness.

18 And speaking to you directly, now, sir,  
19 as I indicated just a moment ago, what we're about  
20 to start in -- in law is called cross-examination.  
21 What you were doing before under the questioning  
22 of Mr. Lewin is what is called direct examination,  
23 which within certain limits -- and I've tried to  
24 limit my interference to -- as much as possible to  
25 kind of bring you back to what I thought the

1 question was that was asked.

2 But on cross-examination, it's even more  
3 important, if not highly important, that you give  
4 the most truthful, responsive, concise answer to  
5 the question that's asked and to nothing else  
6 beyond the question asked, to consider yourself as  
7 much as you possibly can, realizing that this is  
8 the lawyer for the other side and you're in an  
9 adverse -- what we call an adversarial proceeding.  
10 I would ask you please to try to do what I ask and  
11 not to defend, argue, explain, anticipate, or do  
12 any of those kinds of things which are normal  
13 human responses in the situation that you probably  
14 find yourself in.

15 So resist that, follow my directions.  
16 I'll try to be as nice the first time, if there is  
17 one, where I have to remind you about this  
18 conversation. But if there's a second or a third  
19 time, I think you'll feel that there's a  
20 difference in the way that we're talking. Okay?

21 THE WITNESS: No problem.

22 THE ARBITRATOR: Okay. Do you have any  
23 questions about --

24 THE WITNESS: No, I'm just --

25 THE ARBITRATOR: Okay. Are we ready for

1 cross-examination?

2 MR. SHAPIRO: Yeah.

3 THE ARBITRATOR: Who will be  
4 cross-examining?

5 MR. SHAPIRO: What's that? I will.

6 THE ARBITRATOR: Okay. Mr. Shapiro,  
7 cross-examination.

8 MR. SHAPIRO: Thank you.

9

10 CROSS-EXAMINATION

11 BY MR. SHAPIRO:

12 Q Good morning -- or good afternoon,  
13 Mr. Golshani. I'm Jim Shapiro. You and I have  
14 met before, but I represent Shawn Bidsal.

15 This is not going to be as  
16 chronologically flowing as your attorney. I'm  
17 going to kind of be jumping around, but I'm going  
18 to try and hit the top hot points, and then be  
19 done.

20 I just want to go back initially to your  
21 relationship with Shawn. My understanding is that  
22 Shawn is the one who found the properties that  
23 were ultimately purchased by Green Valley  
24 Commerce; is that correct?

25 A No.

1 Q Who found the properties?

2 A Both of us found them.

3 Q Okay. Now, when -- when you were  
4 testifying, it sounded like you purchased the  
5 properties on Auction.com.

6 A Correct.

7 Q And you purchased -- so you made a bid,  
8 and then they transferred the property to you. Is  
9 that your testimony?

10 A When you say "they," whom do you mean?

11 Q Whoever owned the property.

12 A That's right.

13 Q Okay. Do you recall that instead of  
14 purchasing the property, you actually purchased a  
15 promissory note?

16 A Yes, I do.

17 Q Okay. And -- and then after you  
18 purchased the promissory note, there was a deed in  
19 lieu of foreclosure that was negotiated; is that  
20 correct?

21 A Correct, yes.

22 Q Shawn handled the negotiations on the  
23 deed in lieu; correct?

24 A Most of it, yes.

25 Q He kept you up to date on what was going

1 on; right?

2 A Well, we worked with each other, but  
3 most of it was done by myself and Shawn, yes.

4 Q Okay. And then ultimately the property  
5 was subdivided --

6 A Correct.

7 Q -- to separate parcels; correct?

8 A Yes.

9 Q And Shawn was the one who handled that  
10 subdivision process?

11 A He hired the surveyor, yes, he --

12 Q But he was the one working with the  
13 surveyors and everybody; correct?

14 A I worked with it too, but, he -- again,  
15 he did most of the work.

16 Q Okay. But certainly you were involved  
17 in the process and understood what was going on?

18 A To some extent, yes.

19 Q Okay. And then Shawn was the one who  
20 managed and leased the properties; correct?

21 A Correct.

22 Q And Shawn didn't receive a management  
23 fee for doing so; correct?

24 A Well, he received -- well, he received  
25 the money in turn -- that our agreement was that I

1 pay him more. I mean, pay -- invest more and that  
2 would take care of his services.

3 Q Okay. So the compensation that Shawn  
4 was going to receive was essentially sweat equity  
5 to hypothetically equal the cash that you put in?

6 A Yes.

7 Q Okay. Now, if you could turn to  
8 Exhibit 2. This is a -- an exhibit that your  
9 attorney showed to you earlier.

10 A All right.

11 Q And if I understood your testimony  
12 correctly, you -- you testified that this was the  
13 initial deposit that you made?

14 A Correct.

15 Q Okay. Now, you were giving me a number  
16 of 400-and-some-odd thousand -- 404,000; correct?

17 A Yes.

18 Q Can you show me on Exhibit 2 where that  
19 number shows up?

20 A Isn't it, you know, at the last number  
21 in the left column, it says May 20, 2011, the  
22 number above that.

23 MR. SHAPIRO: Your Honor, I'm wondering  
24 if maybe my exhibit is not the same, because my  
25 exhibit is not showing that, so -- okay.

1 THE ARBITRATOR: Do you show something  
2 called "credit amount"?

3 MR. SHAPIRO: Well, so here is -- my  
4 first page has an amount of 2,430,000 and a value  
5 date of June 2nd, 2011.

6 Is that what you're showing?

7 THE WITNESS: No, that's the closing  
8 statement.

9 MR. SHAPIRO: So I'm afraid that my  
10 Exhibit 2 is not what you -- can I --

11 MR. LEWIN: Do you have the second page?

12 MR. SHAPIRO: Okay. There's a -- yes, I  
13 have a second page.

14 Is that what we're talking about?

15 Now, the second page is a fax, a couple  
16 of -- faxed a couple of times.

17 THE ARBITRATOR: What is the top on the  
18 fax header you're showing that -- towards the  
19 right-hand side of the top?

20 MR. SHAPIRO: May 20th, 2011.

21 THE ARBITRATOR: That's what we're --  
22 I'm showing as the first page of two, on the  
23 Arbitrator's number two.

24 MR. SHAPIRO: And is there a second page  
25 in the Arbitrator's exhibit?

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1 THE ARBITRATOR: It feels like it. Yes,  
2 there is.  
3 MR. SHAPIRO: Okay. And what is --  
4 THE ARBITRATOR: And there's a -- on the  
5 second page is something with a letterhead of  
6 "Habib American Bank."  
7 MR. SHAPIRO: Okay. And is the message  
8 Serial 290-1871?  
9 THE ARBITRATOR: That's what it's  
10 showing here.  
11 MR. SHAPIRO: Okay. All right. That's  
12 why I'm --  
13 THE ARBITRATOR: Does anybody disagree  
14 with the conversation that Mr. Shapiro and I are  
15 having compared to what is before them?  
16 MR. LEWIN: No.  
17 THE ARBITRATOR: Okay. I think we're  
18 all together now.  
19 MR. SHAPIRO: Okay. All right. That's  
20 what's -- okay.  
21 BY MR. SHAPIRO:  
22 Q Now, you had testified -- and I -- let's  
23 see. Potentially -- no, it's not Exhibit 1. I  
24 don't recall which exhibit you were looking at,  
25 but you testified there was an incorrect e-mail

1 address. I'm trying to find that. I apologize if  
2 you --

3 MR. LEWIN: That's 12.

4 MR. SHAPIRO: 12, thank you.

5 BY MR. SHAPIRO:

6 Q If you turn to Exhibit 12.

7 A Okay.

8 Q Now, you testified previously that you  
9 did not receive this e-mail, and indicated that  
10 the e-mail address was incorrect.

11 Do you recall that testimony?

12 A That's right, yes, I said --

13 Q Here's my question to you.

14 There's -- do you recall that David  
15 LeGrand produced a copy of his file that was  
16 pretty thick?

17 A Yes, sir.

18 Q Have you seen that copy?

19 A Yes.

20 Q And Mr. LeGrand Bates-stamped his --

21 A Yes.

22 Q -- his documents, DL000, and then --

23 A Yes.

24 Q -- 1 through whatever it worked out to  
25 be. Okay.

1 Did you look at all of the documents in  
2 the documents that Mr. LeGrand produced?

3 A I don't think so. Some of them, yeah.  
4 It was so bulky, I --

5 Q There was a lot. What I'm trying to do  
6 is avoid showing you each of the e-mails, and I'm  
7 wondering if there were any other e-mails that  
8 you've seen in the documents that have been  
9 produced that you did not receive prior to this  
10 lawsuit.

11 A The -- there was. There was a lot of --  
12 anything before this --

13 Q Okay.

14 A -- most likely I didn't receive. It  
15 was -- the e-mails had only Mr. Shawn Bidsal as  
16 the receiver and I did not receive those.

17 Q Okay. So the e-mails that didn't even  
18 purport to be sent to you, obviously you didn't  
19 get those.

20 A Yeah.

21 Q But there were a number of e-mails after  
22 July 22nd from David LeGrand or from Shawn to you,  
23 and, I mean, I can go through each of them if I  
24 need to, but my question is -- I mean, you sat  
25 through Mr. LeGrand's deposition; correct?

1 A Yes. Yes.

2 Q Were there any e-mails in his deposition  
3 where you thought, I didn't get this e-mail, but  
4 the -- but the document says I did?

5 A I didn't look at all his e-mail to come  
6 to that conclusion.

7 Q Okay. Well, I've got a witness list.  
8 I'm just going to go through this as fast as I  
9 can. This is plaintiff's exhibits -- and I just  
10 need to verify which e-mails you did or did not  
11 receive. So, again, I'll move through this as  
12 fast as we can. Bear with me and let me --

13 MR. LEWIN: What number are you going to  
14 go through?

15 MR. SHAPIRO: I'm going through our --  
16 right now I've got the binder that has 301 through  
17 340 in it.

18 THE ARBITRATOR: Is that a binder --

19 MR. SHAPIRO: That's -- yes. That's  
20 a --

21 THE ARBITRATOR: -- before the  
22 Arbitrator?

23 MR. SHAPIRO: That's this binder right  
24 here.

25 THE ARBITRATOR: Very well.

1 BY MR. SHAPIRO:

2 Q So, Mr. Golshani, if you can turn to  
3 Exhibit 378 --

4 MR. SHAPIRO: Rod, I'll wait for you.  
5 Tell me when you're ready.

6 MR. LEWIN: All right. I'm here.

7 BY MR. SHAPIRO:

8 Q Mr. Golshani, this Exhibit 308 indicates  
9 that it was an e-mail from David LeGrand to you.  
10 Did you receive this e-mail on or about  
11 August 10th, 2011?

12 A I think so.

13 Q Okay. And it appears to be your correct  
14 e-mail address; right?

15 A It is my correct address.

16 Q Okay.

17 THE ARBITRATOR: Off the record for just  
18 a second.

19 (Discussion off the record.)

20 THE ARBITRATOR: Back on the record.

21 BY MR. SHAPIRO:

22 Q All right. Exhibit 309, did you receive  
23 this e-mail?

24 A I think so, yes.

25 Q All right. 310, did you receive that

1 e-mail?

2 A I think so.

3 Q Did you receive Exhibit 311?

4 A I -- I think so, although my last name  
5 is spelled wrong, but I think I received it.

6 Q Okay. And Exhibit 312, did you receive  
7 that e-mail?

8 A Yes, I think so.

9 Q And Exhibit 313, did you receive that  
10 e-mail?

11 A I think so.

12 Q And Exhibit 314, did you receive that  
13 e-mail?

14 A Yes.

15 Q And Exhibit 315, did you receive that  
16 e-mail?

17 A Yes.

18 Q And Exhibit 318, did you receive that  
19 e-mail?

20 A I think so.

21 Q And Exhibit 322, did you receive that  
22 e-mail, the November 10th, 2011, e-mail?

23 A I think so, yes.

24 Q And Exhibit 323, did you receive that  
25 e-mail?

1 A Yes.

2 Q And Exhibit 325, did you receive that  
3 e-mail?

4 A Would it help if I say that all -- okay.  
5 Go ahead.

6 Q Exhibit 325?

7 A If my name -- hold on a second. 325.  
8 Looks like it, yes.

9 Q And Exhibit 331, the middle of the page  
10 there's an e-mail header from Jeff Chang to what  
11 appears to be Shawn and you from July 18th, 2012.  
12 Just tell me if you received that e-mail.

13 A Probably.

14 Q Okay.

15 A I don't remember the e-mail.

16 MR. LEWIN: You have to keep your voice  
17 up.

18 Did you hear him?

19 THE COURT REPORTER: Yes, I did.

20 MR. LEWIN: Okay. Please keep your  
21 voice up.

22 BY MR. SHAPIRO:

23 Q Okay. When -- after Green Valley  
24 Commerce obtained title to the property by virtue  
25 of the deed in lieu of foreclosure, the expenses

1 for leasing were paid by Shawn; correct?

2 A What kind of expenses you are referring  
3 to?

4 Q The expenses associated with preparing  
5 the lease agreement, negotiating the lease  
6 agreement, any tenant improvement or other moneys  
7 that needed to be put into the property.

8 A I have no recollection of that.

9 Q Okay. I want to shift gears a little  
10 bit and talk about David LeGrand.

11 Do you -- do you know who Jeff Chan is  
12 or Jeff Chang? I don't how to --

13 A Yes, I do.

14 Q How do you say his last name?

15 A Chang.

16 Q Chang.

17 A Chang.

18 Q Okay. Jeff Chang.

19 Who is Jeff Chang?

20 A As far as I know, Jeff Chang was  
21 Mr. Bidsal's broker, that Bidsal introduced me to  
22 him. And he became -- and Bidsal wanted him to  
23 become our broker to buy properties later on, the  
24 chance to do some work for Green Valley --

25 Q Okay.

1 A -- and Country Club.

2 Q And do you recall a meeting that you and  
3 Shawn and Jeff were present when Jeff got David  
4 LeGrand on the phone to make an introduction?

5 A I don't remember. Sorry.

6 Q Now, I want you to take -- go back to  
7 the exhibit binder that your attorney was using.  
8 Now, I want to start with Exhibit 11.

9 A Okay.

10 Q If you turn to Exhibit 11, at the bottom  
11 of Exhibit 11, do you see the DL00086; correct?

12 A Correct.

13 Q And that indicates that this document  
14 came from David LeGrand's file; correct?

15 A Yes.

16 Q Okay. If you could turn to Exhibit 10.  
17 Now -- oh, I'm sorry. I'll wait.

18 A Go ahead.

19 Q The first page of Exhibit 10 is an  
20 e-mail, as is the second page, but you don't have  
21 the Bates -- the DL Bates number at the bottom;  
22 correct?

23 A That's right.

24 Q But when you look at the third  
25 agreement, all of a sudden you do have a DL Bates

1     number; correct?

2             A     Uh-huh, yes.

3             Q     So the first two pages of Exhibit 10 did  
4     not come from David LeGrand's file; correct?

5             A     It appears so. I'm not sure. Maybe he  
6     missed that. I don't know --

7             Q     Okay.

8             A     -- if it came or not.

9             Q     But the rest of Exhibit 10 did come from  
10    David LeGrand's file; correct?

11            A     Because it has a Bates stamp -- stamp  
12    number, I -- I think so. If it has a Bates stamp,  
13    I think it did.

14            Q     Okay. Do you know -- do you have any  
15    knowledge about why this exhibit has a combination  
16    of documents from David LeGrand's file and  
17    documents that weren't from David LeGrand's file?

18            A     I don't know, but I can guess that --

19            Q     Well, I don't want you to guess. That's  
20    okay. If you don't know, you don't know.

21            A     I don't know.

22            Q     All right. Can you turn to Exhibit 12.

23                   Now, Exhibit 12, on the bottom of the  
24    first page, someone handwrote DL 137 and 38, but  
25    that Bates number isn't there; correct?

1 A Correct.

2 Q But when you look at the third page,  
3 then it picks up and you do have Bates numbers;  
4 correct?

5 A That's right.

6 Q And, again, do you know why this is --  
7 exhibit has some documents from LeGrand's file and  
8 some that were not?

9 A I don't know. I don't recall.

10 Q Okay. And if you turn to Exhibit 14, we  
11 have the same situation here.

12 Is your answer the same, you don't know  
13 why we have a mix of exhibits?

14 A No, I don't.

15 Q Okay.

16 THE ARBITRATOR: Are you representing  
17 that there is a mix of exhibits as opposed to  
18 drawing an inference?

19 MR. SHAPIRO: I'm -- I'm representing  
20 that some of these -- well, I am representing it's  
21 a mix of exhibits, that -- that unless it has DL  
22 on it, it wasn't from LeGrand's file. And that  
23 will become important, because I believe that some  
24 of the exhibits that have a combination of both  
25 don't belong in that order.

1 THE ARBITRATOR: Should the Arbitrator  
2 inquire as to who has the actual production from  
3 the LeGrand production?

4 MR. SHAPIRO: On the exhibit log that we  
5 have, a lot of -- not all, but a lot of these  
6 exhibits are also found in our exhibit list, and  
7 we cross-referenced the ones that were the same.  
8 They're not identical, and I'm not sure why. So  
9 what we tried to do is just take the exact  
10 documents from Mr. LeGrand's file, and --

11 THE ARBITRATOR: Does anybody have --

12 MR. SHAPIRO: The complete --

13 THE ARBITRATOR: -- the complete --

14 MR. SHAPIRO: I don't have it --

15 THE ARBITRATOR: -- LeGrand production,  
16 so that if -- it appears to be highly important --

17 MR. SHAPIRO: We have --

18 THE ARBITRATOR: -- to get to your  
19 point, if the Arbitrator has a proper  
20 understanding, perhaps the Arbitrator's question  
21 is pertinent.

22 MR. SHAPIRO: It absolutely is.

23 MR. LEWIN: Well, we have -- we -- can  
24 we -- let me tell you what my understanding is, is  
25 that when Mr. LeGrand produced files, he produced

1     them first to Mr. Garfinkel, who he produced them  
2     in a way that was disorganized. And so they were  
3     organized by Mr. Garfinkel, and then he produced  
4     them and -- in a Bates-stamped portion and that --  
5     to the extent there may be some copies of  
6     documents, that may be the reason. But we do have  
7     the LeGrand production. I think we have all of  
8     his exhibits with us here. So that -- I think  
9     that's -- that's my understanding.

10           THE ARBITRATOR: Mr. Shapiro seems to be  
11     indicating that either now or at some point in our  
12     arbitration it's going to become relevant that  
13     what he calls mixed trial exhibits, some with and  
14     some without the LeGrand Bates stamp, have  
15     significance. So that's all I have to say.

16           MR. SHAPIRO: Sure. I -- I will have  
17     with -- Rod, with -- with your consent, what I can  
18     do is just have a copy from DL1 to the end  
19     produced and we'll mail it -- in fact, we can have  
20     it tomorrow, so that you can have that there as  
21     well.

22           THE ARBITRATOR: Well, it appears to me  
23     that it's more salient that it be between the  
24     lawyers about what's going on here. As you're  
25     presenting it to me, we'll see what happens.

1 MR. SHAPIRO: Okay.

2 THE ARBITRATOR: I -- I would rather not  
3 be a monkey and go through it one by one to see.  
4 I leave that to the lawyers --

5 MR. SHAPIRO: Absolutely.

6 THE ARBITRATOR: -- to sort it out.

7 MR. SHAPIRO: Yeah.

8 MR. LEWIN: Sorry about that. We'll  
9 sort it out.

10 THE ARBITRATOR: All right. Let's go  
11 back to cross-examination.

12 BY MR. SHAPIRO:

13 Q Okay. Now, are you still at Exhibit 14?

14 A Yes.

15 Q Okay. I believe you testified that you  
16 did receive this document from Mr. LeGrand, and I  
17 think this was the -- according to your testimony,  
18 this was the first document you received after  
19 your meeting with Mr. LeGrand; is that accurate?

20 A It is accurate.

21 Q Okay. If you can turn to page 8 of the  
22 exhibit, which is Bates-stamped DL00175 --

23 A Uh-huh, I am there.

24 Q Okay. Under Section 1, it appears that  
25 you were added as a manager of the company in this

1 version of the document; correct?

2 A Yes.

3 Q And if I understand correctly, that  
4 flowed through and ultimately was part of the  
5 operating agreement that was signed?

6 A That's right, yes.

7 Q Okay. Now, turning to Exhibit 17, this  
8 is just another instance where the -- it's a mixed  
9 exhibit, and I'm guessing you don't have any  
10 knowledge as to why some of the documents are from  
11 LeGrand's file and some are not; correct?

12 A I don't.

13 MR. LEWIN: That question assumes a fact  
14 that's not really proven. It doesn't prove that  
15 it's not from his file. It proves it's not  
16 Bates-stamped.

17 MR. SHAPIRO: Except his whole file was  
18 Bates-stamped. Are you saying that his -- that  
19 wasn't a complete copy of his file? Because  
20 that's concerning.

21 MR. LEWIN: I can't -- all I'm saying is  
22 that the fact -- just -- I don't want to  
23 interrupt. I'm just saying that --

24 THE ARBITRATOR: Let's go off the record  
25 for just a second.

1 (Discussion off the record.)

2 THE ARBITRATOR: Back on the record.

3 We've had an off-the-record  
4 conversation, the substance of which, in colloquy  
5 between the Arbitrator and Mr. Lewin, is that the  
6 Arbitrator had an understanding from what he said  
7 earlier on the record that there was an initial or  
8 maybe only one production from Mr. LeGrand, and it  
9 was made to Mr. Garfinkel, and Mr. Garfinkel  
10 apparently found it in some way wanting, either in  
11 terms of adequacy or -- and/or organization. And  
12 that he then got either things organized or a new  
13 production where all of the documents at that  
14 point were Bates-stamped beginning with DL. And I  
15 asked Mr. Lewin if that was correct, he said it  
16 was.

17 This is your opportunity, Mr. Lewin, to  
18 correct me in my understanding. And I then asked  
19 you where you got that understanding, and you said  
20 from Mr. Garfinkel. And then I started talking  
21 with Mr. Shapiro, and we decided to go on the  
22 record.

23 Go ahead, Mr. Shapiro.

24 MR. SHAPIRO: Thank you.

25 Mr. LeGrand testified at his deposition

1 that the Bates-stamped documents were the sum  
2 total of the file as he produced it. Some of the  
3 exhibits -- for instance, the -- Exhibit 12 is a  
4 good example. Exhibit 12, there is, on DL137,  
5 138 -- hold on. I think I can illustrate this a  
6 little bit better, if you'll just bear with me for  
7 a second.

8 If you -- your Honor, if you turn to  
9 Exhibit 307 in -- no, stay on Exhibit 12 in that  
10 binder, and turn to Exhibit 307 in the separate  
11 binder.

12 THE ARBITRATOR: I have it.

13 MR. SHAPIRO: Now, if you look at  
14 Exhibit 307, you see Bates-stamped DL00137 and  
15 138, and then it continues on 139, et cetera.

16 Now, the formatting of the document that  
17 David LeGrand testified came from his file, the  
18 verbiage may be similar, but the formatting is  
19 different and the actual language is different.  
20 So I don't know where exhibit -- the first two  
21 pages of Exhibit 12 came from, so that's an  
22 example. Some of these, the -- the content does  
23 appear in his file, although the formatting is  
24 different, so I don't know -- and it doesn't  
25 contain all of the information, but there's other

1 instances that are a little more problematic.

2 And so I'm -- I'm just pointing that out  
3 for the Arbitrator's benefit and to lay a  
4 foundation for future arbitration proceedings.

5 MR. LEWIN: I'm trying to understand how  
6 you say the language is different.

7 MR. SHAPIRO: Well, if you look at  
8 DL137, it starts with an e-mail from David LeGrand  
9 to Shawn Bidsal on July 25, 2011, at 3:30 p.m.,  
10 and that e-mail is nowhere contained in your  
11 Exhibit 12.

12 MR. LEWIN: Okay. So -- okay. So  
13 you're -- they're correct, the top part -- I have  
14 it right here. The top part of the e-mail -- I  
15 mean, it's an e-mail chain. We did not include  
16 the -- we did not include the irrelevant portion  
17 of the e-mail chain. So that -- if that's your --  
18 if that's your issue, that -- that the language is  
19 different, then I can -- it's the top portion of  
20 the e-mail chain.

21 The portion of the e-mail that is --  
22 that's pertinent to this arbitration is exactly --  
23 exactly the same.

24 THE ARBITRATOR: The Arbitrator makes  
25 the following observation: I don't think it's

1 fruitful to spend too much more time on this right  
2 now, but that something has been highlighted that  
3 might lead to the following. I don't know that I  
4 want to order counsel to meet and confer to sort  
5 this out, because it may be Mr. Shapiro's purpose  
6 just to let -- let things be as they are, and to  
7 use them for whatever purpose and benefit you  
8 think appropriate in light of what you've --  
9 you've said and what the Arbitrator's  
10 understanding is.

11 So I'm not requiring you to speak with  
12 Mr. Lewin about how his exhibits got organized.  
13 And you can just do what you just did with 307 in  
14 your book compared to what you've shown me, and to  
15 give that as -- as a -- an illustration where you  
16 think it's going to be more significant in -- in  
17 later use. And then we can just leave it at that.  
18 Now I think I've got it.

19 MR. SHAPIRO: Thank you.

20 THE ARBITRATOR: All right.

21 MR. SHAPIRO: We'll just move forward,  
22 Your Honor.

23 THE ARBITRATOR: All right. Because the  
24 rest of it is just kind of argument and solving a  
25 possible mystery or not, but we're in trial. All

1 right. Let's keep going.

2 MR. SHAPIRO: All right. Thank you.

3 BY MR. SHAPIRO:

4 Q Could you turn -- Mr. Golshani, could  
5 you turn to Exhibit 19, please.

6 A Yes.

7 Q Now, this document -- actually, you know  
8 what, no questions on that.

9 Turning to Exhibit 20, the first page of  
10 Exhibit 20, this is your e-mail to Shawn dated  
11 September 22nd, 2011; correct?

12 A Yes.

13 Q And it states, "Shawn Aziz," A-Z-I-Z.  
14 Is that how you address him?

15 A Sometimes, yes.

16 Q Okay. And then you say, "Enclosed,  
17 please find a rough draft of what I came up with,"  
18 period.

19 A Yes.

20 Q Did I read that correctly?

21 A Yes.

22 Q Okay. And then you attached the  
23 document that you had drafted that -- that is  
24 titled "Rough draft"; correct?

25 A Yes.

1 Q Okay. Looking at that rough draft, I  
2 want to draw your attention to the first formula.

3 A Uh-huh.

4 Q It's a little lower than halfway down  
5 the page. It says "FMV minus cost of purchase  
6 stated in escrow closing statement times interest  
7 percentage."

8 Do you see that?

9 A Yes.

10 Q Where did that formula come from?

11 A That formula came -- the idea came  
12 from -- after LeGrand told us that we need a  
13 formula and we discussed between us, we decided to  
14 come up with something that addresses the  
15 difference between the capitals, and this is what  
16 I came to discuss further with him.

17 Q Let me -- I'm going to ask some very  
18 detailed questions just to get a better  
19 understanding.

20 Does David LeGrand suggest this exact  
21 language?

22 A The formula?

23 Q Yeah, the exact language of the formula.

24 A No.

25 Q So David LeGrand just suggested that a

1 formula be used?

2 A Yes.

3 Q And you came up with this formula as a  
4 proposal?

5 A I came -- yes, I did come with that.  
6 And, you know, that was the result of  
7 negotiations. And we said -- I said to him that  
8 if the formula is needed, how difficult could it  
9 be. Let's sit down and come up with an idea. And  
10 if it is -- because of the percentage of the  
11 difference in -- between the percentage, I put  
12 that there.

13 Q Okay. Now, if I remember your testimony  
14 correctly -- I took some notes, but maybe I wrote  
15 it down wrong. I don't know.

16 My understanding is that you testified  
17 that prior to Exhibit 20 -- which I believe is the  
18 first draft; right?

19 A The -- no. This -- this is the first  
20 draft. The one that I say rough draft is the  
21 first one.

22 Q Okay. So this is the very first draft  
23 that you prepared?

24 A That's right, yes.

25 Q Okay. And prior to preparing that, you

1 had asked Shawn if he wanted to draft language,

2 but Shawn said, "I'm too busy, you draft it"?

3 A That's right.

4 Q Okay. Did you talk to Shawn about the

5 formula prior to drafting this?

6 A Yes.

7 Q Tell me about that conversation.

8 A Well, we -- the conversation was that,  
9 yeah, our capitals are different and we have to  
10 have a formula that addresses that. We get the  
11 profit, but we have to come up with something to  
12 make up for that. And this is what I came. And  
13 later on I -- we found out that it's not the right  
14 thing. He pointed it out to me, and I agreed and  
15 I changed it.

16 Q Okay. So, again, I'm going to kind of  
17 ask the same question about Shawn that I asked  
18 about David LeGrand.

19 So Shawn agreed with you, yeah, we need  
20 a formula?

21 A Yes.

22 Q But he really didn't talk specifics  
23 prior to you putting this together?

24 A Not the specifics, but we did talk as  
25 to -- we -- the idea.

1 Q Okay. So -- so he said, yeah, I'm in --

2 I'm in agreement with the idea of a formula?

3 A Yes. Yes.

4 Q You came up with your first shot --

5 A Yes.

6 Q -- at the formula?

7 A Yes, that's right.

8 Q So this was your idea?

9 A This was something I came up with as a,  
10 you know, rough draft.

11 Q Okay.

12 A Something that, you know, you just put  
13 down.

14 Q You've got to start somewhere?

15 A Scratch paper, yeah.

16 Q Okay. Now, how much of this rough draft  
17 did you pull from David LeGrand? Because as I've  
18 compared it, it seems that there's a portion of --  
19 at the bottom of the first page, that it looks  
20 like it came from part of his language, but the  
21 rest of it doesn't seem familiar to me, so --

22 A No, it does. On the top, you know, the  
23 top is what -- if you look at the whole thing, you  
24 know, even the sections and all are the same. And  
25 the -- the part that -- it says that "Any member,

1 operating member, may give notice to the remaining  
2 member," starting from there is something that I  
3 wrote, and I had this appraisal procedure and the  
4 formula. And the rest is, again, David  
5 LeGrand's --

6 Q Okay.

7 A I mean, the main thing is from that.  
8 And I concur that I did add the formula and the  
9 appraisal.

10 Q Okay.

11 A And I told you how it happened.

12 Q So going down to -- and I'm looking at  
13 the bottom half of the first page of the rough  
14 draft where it says, "The remaining member shall  
15 have 30 days within which to respond in writing to  
16 the offering member by either," and then you have  
17 a Roman numeral I and a Roman numeral II?

18 A Uh-huh.

19 Q That's your language; right?

20 A Actually, I got that from LeGrand, too.  
21 Look at the LeGrand, and it has the numerical --  
22 Roman numeral called I and II.

23 Q All right. So you're saying that came  
24 from LeGrand, too?

25 A I think so, yeah.

1 Q Okay. Can you show me where that is?

2 And I'm not -- I'm not familiar with that. That  
3 doesn't ring a bell, so I'm trying to understand.

4 A Do you have --

5 MR. LEWIN: It's Exhibit 16, page 12.

6 THE WITNESS: -- do you have -- if you  
7 don't have it, I --

8 MR. LEWIN: If you're looking -- want to  
9 look at what we're talking about.

10 MR. SHAPIRO: Exhibit 16, page 12?

11 MR. LEWIN: Look in your book.

12 BY MR. SHAPIRO:

13 Q Okay. So go ahead and turn to  
14 Exhibit --

15 A Oh, I am sorry.

16 Q -- Exhibit 16, page 12.

17 MR. LEWIN: It's the -- it's the --

18 THE WITNESS: Okay.

19 BY MR. SHAPIRO:

20 Q Okay. And show me where in that  
21 document you got it from.

22 MR. LEWIN: Is everyone looking at the  
23 clean version?

24 MR. SHAPIRO: Yeah. Yeah.

25 MR. LEWIN: Okay.

1 THE WITNESS: I am reading the LeGrand.  
2 He says, "The other member shall have then ten  
3 business days within which to respond to the  
4 writing" -- I am sorry, "in writing to the offer  
5 member by either" numerical -- I mean, Roman  
6 numerical I, "accepting the offering member's  
7 offer or not" -- Roman numerical II, "rejecting  
8 the offer." And if you go to there, it is the  
9 same thing, accepting the offering member, number  
10 two, reject it.

11 BY MR. SHAPIRO:

12 Q Okay. Now --

13 THE ARBITRATOR: Off the record for just  
14 a second.

15 (Discussion off the record.)

16 THE ARBITRATOR: Back on the record.

17 MR. SHAPIRO: Thank you.

18 BY MR. SHAPIRO:

19 Q Now, looking at the rough draft, you use  
20 the acronym FMV; correct?

21 A Where is that?

22 Q I'm looking under Roman numeral II.

23 A "Rejecting and based on same fair market  
24 value." That's right.

25 Q And you see the acronym FMV?

1 A That's correct.

2 Q And is that in Mr. LeGrand's language?

3 A On the August 18?

4 Q Wherever you pulled it from.

5 A Yes. Well, FMV is mentioned there, but  
6 not in this context.

7 Q Okay.

8 A It was something else.

9 Q And the language that deals with how you  
10 arrive at FMV in your rough draft, that didn't  
11 come from Mr. LeGrand, either; correct?

12 A You mean on the top?

13 Q Yeah, the -- the one where it says you  
14 pick two appraisers.

15 A No, no, no. This FMV came from -- on  
16 the top, it says "fair market value." This is  
17 if -- I mean, the -- one person can offer a  
18 price --

19 Q Well, that's not the question. So  
20 here's the question.

21 If you look at Exhibit 20 -- do you have  
22 Exhibit 20?

23 A Twenty is the rough draft, no?

24 Q Yes.

25 A Yeah, okay.

1 Q And if you look at Section 7.1, and you  
2 look at -- one, two -- three paragraphs down, the  
3 one that starts with, "The remaining member must  
4 provide the offering member."

5 Do you see that?

6 A There -- the third line --

7 Q Do you see that?

8 A No. It says, "The offering party may  
9 offer to sell."

10 Q Okay. I'm not sure where you're at and  
11 that's why I'm asking. I want to make sure we're  
12 on the same page. So I'm on Exhibit 20. I'm on  
13 the document that says "Rough draft."

14 A Uh-huh.

15 Q And I'm under Section 7.1.

16 A Uh-huh.

17 Q And I'm three paragraphs down --

18 A You mean, "The remaining member"?

19 Q That's the paragraph.

20 A Oh, okay.

21 Q Okay. So we're on the same paragraph.

22 A Uh-huh.

23 Q That paragraph did not come from David  
24 LeGrand; correct? That was what you prepared?

25 A That's right. That's when we discuss we

1 need an appraisal for the remaining member.

2 Q Okay. And you're the one that wrote the  
3 last sentence of that paragraph that says, "The  
4 medium of these two appraisals constitute the fair  
5 market value of the property which is called FMV";  
6 correct?

7 A I typed it, but this is something we  
8 discussed together.

9 Q Okay. Perfect.

10 And then when you keep going down, under  
11 Roman numeral II, the counteroffer provision, you  
12 inserted the -- the acronym FMV; correct?

13 A Yes.

14 Q And that wasn't part of David LeGrand's  
15 language?

16 A That's right.

17 Q Okay.

18 A I'm not sure. I have to look, though.

19 Q No, that's okay. You can look.

20 A "Rejecting the offer" -- "same appraisal  
21 and fair market" -- it is -- it is the same. It's  
22 the same appraisal and fair market value. It is  
23 from him, too.

24 Q Well, you used an acronym; right?

25 A It doesn't matter --

1 Q Well, no, no, just answer my question.

2 You used an acronym; right?

3 A In here?

4 Q In the rough draft.

5 A Yes.

6 Q And their acronym is FMV; correct?

7 A Yes, yes.

8 Q But that acronym does not show up in  
9 David LeGrand's language; correct? Just yes or  
10 no, does it show there or not?

11 A I don't think so.

12 Q Okay. That's all I was asking. Okay.  
13 Now, I want to have you turn to Exhibit 22.

14 This is your rough draft two; correct?

15 A Correct.

16 Q Okay. I thought it would be helpful to  
17 be able to identify the differences between rough  
18 draft one and rough draft two, so I came up with a  
19 red line. And I'm going to hand you a document --  
20 I'm going to ask you some questions and see --

21 THE ARBITRATOR: Let's hand it around  
22 the corner, please.

23 MR. SHAPIRO: Let me give you two, one  
24 for him, one for -- there, there's two.

25 THE WITNESS: Oh, thank you.

1 THE ARBITRATOR: No, we don't do that.  
2 It's what we have in arbitration called the  
3 Haberfeld Antiskittle rule. We don't do that.  
4 Okay.  
5 BY MR. SHAPIRO:  
6 Q So what I want to do -- what I attempted  
7 to do was compare your rough draft with your rough  
8 draft two.  
9 A Uh-huh.  
10 Q My question to you is, as you look at  
11 the document I just gave you, does this appear to  
12 show the changes between the rough draft and the  
13 rough draft two?  
14 A I haven't looked at it, you know,  
15 verbatim, but it does.  
16 Q So you --  
17 A Yeah.  
18 Q -- you believe this shows the changes?  
19 A I don't believe. I just think that  
20 it --  
21 Q Okay.  
22 THE ARBITRATOR: What's the last  
23 numbered exhibit in your 300 series, Mr. Shapiro?  
24 MR. SHAPIRO: The last --  
25 THE ARBITRATOR: And let's make this one

1 the next one in order. And make sure that it gets  
2 in the Arbitrator's exhibit book, please.

3 MR. SHAPIRO: Yes. Bear with me, and I  
4 will tell you which one that would be. It will be  
5 Exhibit 358. And you should have an empty  
6 Exhibit 358. If you'd like me to help you insert  
7 it, I'd be happy to do so.

8 THE ARBITRATOR: I will let you do that  
9 later.

10 MR. SHAPIRO: Okay.

11 THE ARBITRATOR: However, shall we  
12 characterize this as a demonstrative exhibit?

13 MR. SHAPIRO: That's the way I would  
14 characterize it.

15 THE ARBITRATOR: All right. Proceed.

16 MR. SHAPIRO: Thank you.

17 BY MR. SHAPIRO:

18 Q So as you -- and I'm going to now refer  
19 to this as Exhibit 358. You know what --

20 THE ARBITRATOR: Is this mine?

21 MR. SHAPIRO: Well, we're going to put  
22 it in the binder that you don't even have yet.  
23 Just hang on to that for now. We'll get it  
24 inserted later.

25 THE WITNESS: Well, should I put it --

1 MR. LEWIN: I've got it here, right  
2 here.

3 MR. SHAPIRO: Perfect. Thank you.

4 BY MR. SHAPIRO:

5 Q Looking at Exhibit 358, is it your  
6 testimony that these are the changes that were  
7 made after you talked to Shawn? You're going to  
8 have to say out loud. She can't get a head nod.

9 A I'm sorry. Yes, I -- after talking to  
10 him, yes.

11 Q Okay. Thank you.

12 A Some of them was my opinions, some of  
13 them was his, some of them were joint, things like  
14 that.

15 Q Okay.

16 A Yes.

17 Q As you sit here today, do you know which  
18 was which or you just remember that that's how it  
19 was?

20 A Ask me and what do I remember, I'll tell  
21 you.

22 Q Well, can you identify what was -- what  
23 you were offering as far as these changes?

24 A I don't know the significance of that,  
25 but, you know, why don't you ask your question and

1 I will be happy to answer.

2 Q Outside of just asking you about each  
3 change, I don't know any other way to do it. So  
4 unless there's something you want to volunteer,  
5 we'll just move on.

6 A The first one that we changed from  
7 "sale" to "purchase" --

8 Q Okay.

9 A -- that is my idea.

10 Q Okay.

11 A And I explained the reason. If you  
12 want, I repeat it.

13 Q No, that's okay.

14 Any other that you can remember?

15 A I need help, because I don't know which  
16 one is mine, which one is yours -- which one is  
17 the first, which one is the --

18 Q Well, I can explain it. So the red  
19 cross-through indicates that that was language in  
20 the rough draft that was removed in rough draft  
21 two, and the blue underline is language that did  
22 not exist in the rough draft --

23 A Okay.

24 Q -- but was inserted in the rough draft  
25 two.

1 A All right.

2 Q Does that make sense?

3 A Yes.

4 Q Okay.

5 A So the -- the definition probably came  
6 from the discussion of -- I had with Bidsal and  
7 Mr. LeGrand. And then the next change, I don't  
8 know. The next paragraph, I don't know. "The  
9 remaining members shall provide," we changed the  
10 "three MIA" to "two" because there was two -- I  
11 mean, it was overkill.

12 And, of course, when "buy" changed to --  
13 "sell" changed to "buy," other things changed.  
14 The formula changed to reflect Mr. Bidsal's  
15 interest. And this is all I can tell you.

16 Q Okay. Now, as far as the individual who  
17 actually made the changes, this -- was it done on  
18 a computer?

19 A I think so, yes.

20 Q And were you the ones that were -- was  
21 making the changes on the computer?

22 A Yes, I was.

23 Q Okay. Now, if you could turn to  
24 Exhibit 23.

25 A Okay.

1           Q     Now, how many pages does your Exhibit 23  
2     have? Is it just one page or is it multiple  
3     pages?

4           A     One.

5           Q     Okay. So you sent -- actually, you know  
6     what, I see what you did here. If you turn to  
7     Exhibit 24, here you attached -- the last two  
8     pages of Exhibit 24 is a draft two.

9                     Do you see that?

10          A     I did not attach that. From what I  
11     remember -- may I ask why you say I attached it?

12          Q     Well, I say -- I said that loosely.  
13     That was -- I guess I should say your attorney  
14     attached draft two to Exhibit 24.

15          A     Well, my attorney -- our attorney,  
16     Mr. LeGrand, prepared this draft two --

17          Q     Okay.

18          A     -- and sent it to us.

19          Q     Okay. All right.

20          A     I have -- I have not anything to do with  
21     this, rather that I suggested some language, and  
22     that's it.

23          Q     Got it. Okay.

24          A     So whatever it says draft two only, it  
25     is Mr. LeGrand, not mine.

1 Q Let me -- let me back up and just  
2 clarify, though.

3 Looking at Exhibit 22, you sent your  
4 rough draft two to David LeGrand for incorporation  
5 into the operating agreement; correct?

6 A Not -- no. Not for incorporation into  
7 operating agreement. It was for his review and  
8 corrections.

9 Q Okay. Do you know what corrections he  
10 made?

11 A Well, I -- right now, I don't know, but  
12 he discussed it with Mr. Bidsal and they did  
13 things to it and they modified it.

14 Q Okay. Did you make --

15 A Okay.

16 Q Did you make any changes to the rough  
17 draft two before sending it to David LeGrand?

18 A Make any changes to this rough draft  
19 two?

20 Q Yes.

21 A I don't think so.

22 Q Okay. I want to have you turn to  
23 Exhibit 353 -- and I'm going to have to give you  
24 the other binder. You're not going to have that.  
25 So let me hand this to you -- in fact, here, I'll

1 just walk around.

2 MR. SHAPIRO: And, Your Honor, that  
3 should be the third binder that you haven't  
4 touched yet.

5 MR. LEWIN: There's three binders?

6 MR. SHAPIRO: Well, two from us, but  
7 he's got three in front of him --

8 MR. LEWIN: Oh, okay.

9 MR. SHAPIRO: -- yours plus our two.

10 MR. LEWIN: 353?

11 MR. SHAPIRO: Yeah.

12 BY MR. SHAPIRO:

13 Q Okay. Exhibit 353 is a declaration, and  
14 this is a declaration of Petra Latch. And I'm  
15 going to ask some questions looking at part of the  
16 documents from Exhibit 353.

17 My first question to you is, did you --

18 MR. LEWIN: Your Honor, we have an  
19 objection to this. I'm assuming it's all coming  
20 in, but I just wanted -- you said to bring it up  
21 at the time it came up. It's come up. I'm making  
22 my objection as -- just for the record.

23 THE ARBITRATOR: Ground of the  
24 objection?

25 MR. LEWIN: It's irrelevant what the --

1 what the -- what the appraised price is. It's a  
2 forced buy/sell.

3 THE ARBITRATOR: All right. Noted.  
4 Thank you. Proceed.

5 BY MR. SHAPIRO:

6 Q Thank you.

7 Mr. Golshani, you commissioned an  
8 appraisal in July of 2017 of property owned by  
9 Green Valley Commerce; correct?

10 A Correct.

11 Q What day did you commission that  
12 appraisal?

13 A I don't remember. Sometime in June,  
14 July.

15 Q Okay. Looking at the first page, which  
16 is Bates-stamped Bidsal 000244, this is a  
17 declaration of Petra Latch. In paragraph 5, she  
18 states that, "On or about July 20th, 2017, Shawn  
19 Golshani contacted me and requested an appraisal  
20 report be prepared on behalf of Benjamin  
21 Golshani."

22 Do you see that?

23 A Yes.

24 Q Does that sound accurate to you?

25 A I -- I asked her to do, but there was

1 other things involved. But, yes, I -- I hired  
2 her.

3 Q Okay. And does -- July 20th, do you  
4 have any reason to believe that that's not the  
5 date that you contacted --

6 A About right, yes.

7 Q Okay. So you reached out to her on  
8 July 20th; right?

9 A Uh-huh.

10 Q Now, going to paragraph 10, it said,  
11 "Benjamin Golshani requested that I produce the  
12 appraisal by July 31st, 2017."

13 A Uh-huh.

14 Q Do you see that?

15 A Yes.

16 Q Is that true?

17 A I think so, yes.

18 Q Okay. And then did she produce an  
19 appraisal report by July 31st, 2017?

20 A I'm not sure, but I believe she did.

21 Q Okay. Well, if you want to turn to --  
22 bear with me and I'll find it -- Bidsal 257.

23 A Uh-huh.

24 Q This is an appraisal report, and it's  
25 got a date of July 31st, 2017.

1 Do you see that?

2 A Yes.

3 Q And this says the appraisal was prepared  
4 by Petra Latch for Benjamin Golshani?

5 A Uh-huh.

6 Q Do you see that?

7 A Yes.

8 Q Does that refresh your recollection as  
9 to whether or not you received a report on or  
10 about July 31st, 2017?

11 A That's what it says here. I probably  
12 received it, but I don't have right now my e-mail  
13 to take a look at --

14 Q Okay. All right.

15 So within a matter of 11 days, less than  
16 two weeks, you were able to obtain an appraisal of  
17 the property; correct?

18 A Well --

19 Q Is that yes or no?

20 A Yes, with --

21 Q Okay. Thank you.

22 A -- an explanation.

23 Q Why is it that you requested the  
24 appraisal?

25 A Variety of reason. Number one was that

1 I -- you know, my partner wanted me -- wanted to  
2 buy me out, and I had to get money. And I went to  
3 a couple of friends to see if they would like to  
4 come and -- and take over. And one of them  
5 suggested the appraisal, and the appraiser was  
6 introduced by him.

7 The other was just to have an appraisal.  
8 So I wrote a letter to Mr. Bidsal that I would  
9 like to appraise the property and inform the  
10 broker to cooperate with me.

11 Q Okay. Did you ever provide a copy of  
12 the appraisal to Shawn?

13 A No, I didn't. This was a -- an  
14 appraisal that I paid for. He didn't ask. When  
15 we met in the coffee shop, he asked me how much  
16 the appraisal came. I was very busy and I was  
17 extremely sick in those times, and I hadn't even  
18 looked at it, but I heard that it was the number  
19 and I gave him the number.

20 Q Okay. Did you say you wrote Shawn a  
21 letter?

22 A Yes, I did.

23 Q Which letter are you referring to?

24 A A letter that I -- an e-mail I sent to  
25 him and I said I would like to appraise the

1 property.

2 Q Have you produced a copy of that e-mail?

3 A I have given it to --

4 Q If I -- I can tell you that we haven't  
5 seen that e-mail in anything that your attorney  
6 produced.

7 MR. LEWIN: Well, we weren't -- I don't  
8 think we're obliged to produce it. If you want a  
9 copy of it --

10 MR. SHAPIRO: Well, I don't want a copy  
11 of it now.

12 MR. LEWIN: Well, because I don't think  
13 it --

14 MR. SHAPIRO: Okay.

15 MR. LEWIN: We were supposed to -- we  
16 were supposed to produce things that we intended  
17 to use at the time of the trial -- at the  
18 arbitration. This is not one of them --

19 MR. SHAPIRO: Okay.

20 MR. LEWIN: -- but I'll provide it for  
21 you if you want it.

22 MR. SHAPIRO: I'm not asking for it.

23 MR. LEWIN: Okay.

24 BY MR. SHAPIRO:

25 Q Okay. So it's your contention that you

1 e-mailed Shawn and said you were going to appraise  
2 it, but you didn't give him a copy of the  
3 appraisal report?

4 A He didn't ask and he didn't need it. He  
5 didn't -- he just wanted to know how much it was  
6 and I said based on what I heard, yes.

7 Q And it's your contention that he never  
8 asked you for a copy of the appraisal?

9 A He never asked me for a copy.

10 Q Okay. Now, going back to Exhibit 353 --

11 A That -- if you're -- okay. I  
12 shouldn't --

13 Q If you could look at the first page of  
14 Exhibit 353.

15 A Okay. I'm there.

16 Q And I'm going back to paragraph five. I  
17 just want to be clear. It says, "On or about  
18 July 20th, 2017, Shawn Golshani contacted me."

19 That's -- that's your son. That's not  
20 Shawn Bidsal; right?

21 A That's right.

22 Q Okay. Just wanted to be clear.

23 A As I mentioned, I was very sick.

24 Q Now, you produced a declaration in this  
25 matter that was signed January 19th, 2018;

1 correct?

2 A May I see that?

3 Q Sure.

4 THE ARBITRATOR: Has this been  
5 previously marked?

6 MR. SHAPIRO: No, it has not.

7 THE ARBITRATOR: Should we make this  
8 359?

9 MR. SHAPIRO: Yeah, let's make that 359.

10 BY MR. SHAPIRO:

11 Q Looking at Exhibit 359, this is your  
12 declaration; correct?

13 A Uh-huh, yes.

14 Q Okay. And in Section 2, the first  
15 sentence says, "I did not draft or provide the  
16 language contained in Section 4 or, in particular,  
17 Section 4.2."

18 Do you see that?

19 A Yes.

20 Q And you're referring to the language  
21 that shows up in rough draft -- in rough draft  
22 two; correct?

23 A No, I'm not referring to that.

24 Q What are you referring to?

25 A I'm referring to the signed operating

1 agreement.

2 Q Okay. So let's go look at the signed  
3 operating agreement. I don't remember which  
4 Exhibit -- I think that's Exhibit 29. If you can  
5 turn to Exhibit 29.

6 Show me the language that you're  
7 referencing in Exhibit 29.

8 A Our Exhibit 29, yeah?

9 Q Yes, correct. Actually, they made it  
10 easy because all of our exhibits are in 300s,  
11 so ...

12 THE ARBITRATOR: That's because you're  
13 following my orders. Thank you.

14 MR. SHAPIRO: You're welcome.

15 THE WITNESS: Okay. What would you like  
16 me to --

17 BY MR. SHAPIRO:

18 Q What language are you referring to when  
19 you say Section 4 and in particular Section 4.2?

20 A The whole Section 4 is something -- I'm  
21 referring to that.

22 Q Okay. So you're saying you didn't draft  
23 any of the language in Section 4?

24 A Well, it depends what you mean by  
25 "draft." If you think that I came and I wrote

1 something here and included it into the operating  
2 agreement, no. But I gave -- I wrote some draft,  
3 rough draft, as a, you know, an idea with my  
4 partner; send it to my partner, and nobody else.  
5 And later on he said, "Send it to LeGrand, our  
6 attorney." And after that, I really didn't know  
7 what happened to that and what they did with it.

8 So when I look at this Section 4 as a  
9 whole, I did not draft this.

10 Q Okay. You previously testified that  
11 Exhibit 29, you said Shawn prepared the document.  
12 Maybe I misunderstood it.

13 But are you saying that Shawn prepared  
14 what is now contained in Exhibit 29?

15 A When did I say that?

16 Q Earlier today. And maybe --

17 A No, in what context? I'm sorry.

18 Q It was the context of a discussion.  
19 Your attorney was asking you questions about  
20 Exhibit 29, and you made a statement that Shawn  
21 prepared the document. I just want to make sure I  
22 understood it correctly.

23 So is it your contention that Shawn  
24 prepared this Exhibit 29?

25 A I don't recall that I said Shawn

1 prepare -- 29 is a signed agreement.

2 Q Right.

3 A And my contention is that David LeGrand  
4 did this.

5 Q Okay.

6 A So, however, it -- we have to go back to  
7 see in what context I said that and I will explain  
8 to you.

9 Q I've given you the best context I can.

10 A You told me the whole thing? How do  
11 I -- I mean -- and I'm sure I was not talking  
12 about the whole thing.

13 Q Well, maybe that was my  
14 misunderstanding. But my understanding is that  
15 you had said that he prepared the document, is the  
16 word. So I just want to clarify.

17 But it sounds like you're saying, no, he  
18 didn't prepare it?

19 A I am not saying that either. You know,  
20 I -- you asked me a question and I answered you to  
21 the best of my ability. I need to know in what  
22 context I said that sentence and I will clarify  
23 it.

24 Q Well, let me just ask a fresh question.

25 A Ask me a fresh question.

1           **Q     Okay. The fresh question is, who**  
2     **prepared Exhibit 29?**

3           MR. LEWIN: Objection. Because the  
4     judge asked the question about this. The word  
5     "prepared" in this context is vague. I know you  
6     don't like that, but you asked the question. I  
7     think there's a -- that's where we are.

8           THE ARBITRATOR: Overruled.

9           MR. SHAPIRO: It depends on what the  
10    definition of "is" is.

11          THE ARBITRATOR: Overruled.

12    BY MR. SHAPIRO:

13          **Q     Okay. Go ahead and answer the question.**

14          THE ARBITRATOR: Let's have the question  
15    read back. Let me have the question read back,  
16    unless you're going to withdraw it.

17          MR. SHAPIRO: No.

18          THE ARBITRATOR: Let's have it read  
19    back, please.

20                   (Whereupon, the record was read.)

21          THE WITNESS: Meaning the signed  
22    agreement. I am saying that Mr. LeGrand prepared  
23    the operating agreement, gave it to Mr. Bidsal,  
24    and he -- and I am under belief that he made some  
25    changes. And then in his computer, when we were

1 in his office and he made a printout, and he  
2 gave -- we signed it and he gave me to sign.

3 I -- if you look at it, I see here  
4 that --

5 BY MR. SHAPIRO:

6 Q Okay. So I'm going to cut you off.

7 A Uh-huh.

8 MR. LEWIN: Well, he's explaining --

9 THE ARBITRATOR: Let him complete his  
10 answer.

11 MR. SHAPIRO: Okay.

12 THE ARBITRATOR: Complete your answer,  
13 sir.

14 THE WITNESS: If you look at page 28 of  
15 28, my interest has changed from 70 percent to  
16 30 -- 50 percent, and I don't believe LeGrand did  
17 that. None of his -- his operating agreement, it  
18 is 50/50. This is 70/30.

19 BY MR. SHAPIRO:

20 Q So you -- your statement was "I don't  
21 believe LeGrand did that"?

22 A I never saw in any of his operating  
23 agreement. And I remember he was telling you that  
24 to the end, I was not -- I was -- I didn't know.  
25 And this was something that LeGrand -- I mean,

1 this was something I -- when I look at all the  
2 operating agreement LeGrand did, it was all 70/30.  
3 And when Mr. Bidsal took possession of it, it  
4 became 50/50. That's what I am saying.

5 Q You just said when you look at all of  
6 the operating agreements David LeGrand did.

7 Did you look at all of the operating  
8 agreements that David LeGrand prepared?

9 A Recently I looked at whatever I had,  
10 yes.

11 Q Okay. Did you look through the file  
12 that he produced?

13 A What file?

14 Q Did you look at the operating agreements  
15 that David LeGrand produced in his file?

16 A Yes.

17 Q Okay.

18 A Unless I missed, but I -- it's very easy  
19 to check again to see.

20 Q Okay. I'm just asking, because before  
21 you said you didn't look through his file, but now  
22 you did look at -- through all of them. I'm just  
23 trying to understand what you looked through.

24 A No, you said -- I said that I didn't  
25 look through every -- page by page. It is very

1 bulky. But the things that caught my interest, I  
2 went and I looked at them.

3 Q Okay.

4 A That's not --

5 Q Did you see Shawn make changes to the  
6 operating agreement? Did you ever --

7 A I saw he was behind his computer doing  
8 things, but I am not sure. I didn't -- I didn't  
9 pry to see what he is doing.

10 Q Well, tell me about that. Tell me --  
11 explain what happened when you saw Shawn behind  
12 his computer.

13 A And it's very normal thing. I mean, I  
14 went to his office, and he was doing his things.  
15 There are nothing unusual. But when he was  
16 printing that, he was working on that, he made the  
17 printout. He signed it. He gave it to me.

18 And because I haven't seen anything  
19 that -- I haven't seen LeGrand putting that 70 --  
20 changing 70/30 to -- to 50/50, and he had no  
21 reason to -- for doing that, it make -- it gets me  
22 to the conclusion that Mr. Bidsal did it.

23 Q Okay. So you're drawing an assumption  
24 that Mr. Bidsal did?

25 A Yes.

1 Q But you don't have any knowledge that he  
2 did?

3 A I don't know the difference, I'm not an  
4 attorney, but that is what I come to the  
5 conclusion.

6 Q Okay. Now, if I understand your  
7 testimony correctly, you went to Mr. Bidsal's  
8 office at some point?

9 A Yes.

10 Q Mr. Bidsal printed an operating  
11 agreement?

12 A Correct.

13 Q And then you and he both signed that  
14 operating agreement?

15 A He -- he signed it. And I am not  
16 sure -- because I had to go. I took it or I  
17 signed it or have signed it, you know, whatever.  
18 But, yes, both of us signed after his printing.

19 Q So you watched Shawn sign the operating  
20 agreement?

21 A Yes, I did.

22 Q But you don't know if Shawn saw you sign  
23 it?

24 A I -- I am not sure about that. Maybe I  
25 took it. It was not -- but eventually -- but I

1 looked at it and I signed it.

2 Q Do you recall when this meeting  
3 occurred?

4 A Sometime, I believe, in December of  
5 2011.

6 Q You don't recall when in December?

7 A No, sir.

8 Q Okay. Now, Green Valley Commerce sold  
9 part of the property that it originally purchased;  
10 correct?

11 A Correct.

12 Q Why did it sell the property?

13 A Well, we are in the business of buying  
14 and selling, and we marketed in the -- we  
15 subdivided it and marketed it and then there was  
16 an offer and we thought it's good to sell.

17 Q Did you agree to sell it?

18 A Yes, sir.

19 Q Did you obtain a -- or did you or Shawn  
20 obtain a broker opinion of value prior to selling  
21 it?

22 A Generally, Shawn is so good at finding  
23 the value, people come to him for opinion. And I  
24 don't think he would rely on any broker value. He  
25 may ask a broker as to how much it is worth to see

1 if he would -- if they would concur with him or  
2 not, but I've never seen Shawn, based on somebody  
3 else's value, sell something.

4 Q So you don't know if -- I mean, do you  
5 know if -- if he got a broker opinion of value?

6 A He may have.

7 Q Okay. Did he share that with you?

8 A In the context that, hey, listen, we  
9 want to sell it at that price and this broker is  
10 about the same amount, so we give it to him.  
11 Because there are -- usually the brokers come with  
12 a lower price to sell that property easily. And  
13 he had the price in mind, and whoever was close to  
14 him, he would put them on the top of the list.  
15 This is his --

16 Q So -- so he was communicating all this  
17 to you throughout the process?

18 A Well, we have -- don't forget, we have  
19 worked with each other for some time, very  
20 closely. And yes, I -- I saw that he's  
21 extremely -- I mean, micro manager, checking  
22 everything and finding everything for himself, and  
23 this was one of those.

24 Q Well, my question was, and he was  
25 keeping you in the loop? In other words, this --

1     **you were aware of all of this?**

2           A     Not necessarily, but when you work with  
3     someone, they -- he talks to other people, he  
4     treats other people, he treats -- you know, does  
5     other things. You get an idea, you know.

6           Q     I guess I'm not following any answer.

7                     So you --

8           A     What's your question? And I will answer  
9     exactly that thing.

10          Q     The question is, did Shawn keep you up  
11     to date through the process of selling these  
12     properties? Did he give you --

13          A     For the most part, yes.

14                     MR. SHAPIRO: Okay. With the Court's  
15     indulgence, I think I'm done, but I've got some  
16     notes that I'm not deciphering, so --

17                     THE ARBITRATOR: Want to take a couple  
18     of minutes?

19                     MR. LEWIN: Yeah.

20                     MR. SHAPIRO: Yeah, that would be great.

21                     THE ARBITRATOR: Okay. We have a  
22     request for a break, so it will be longer than  
23     that.

24                     MR. SHAPIRO: For a Haberfeld five  
25     minutes?

1 THE ARBITRATOR: A Haberfeld five.

2 MR. LEWIN: Do you need 15?

3 THE ARBITRATOR: Do you need 15 minutes?

4 MR. SHAPIRO: No, ten minutes. Ten

5 minutes is good.

6 THE ARBITRATOR: Ten minutes. See you

7 back in ten.

8 (Whereupon, a recess was taken.)

9 THE ARBITRATOR: All right.

10 BY MR. SHAPIRO:

11 Q Okay. Mr. Golshani, if you could turn

12 to Exhibit 336 -- 336. This is going to be in our

13 second -- no, it's our first binder, the one 301

14 to 340. And tell me when you're there.

15 A 336, you say?

16 Q Yes, 336.

17 MR. LEWIN: It's the last --

18 MR. SHAPIRO: Well, it's a couple from

19 the last, but ...

20 THE WITNESS: I don't have -- I don't

21 have 336.

22 MR. LEWIN: Do you want me just to show

23 him on this?

24 MR. SHAPIRO: Well, it shouldn't be the

25 last one.

1 MR. LEWIN: You're looking at the wrong  
2 version.

3 MR. SHAPIRO: Yeah, maybe it's a  
4 different binder.

5 THE WITNESS: Okay.

6 BY MR. SHAPIRO:

7 Q Now, again, middle of the first page,  
8 this appears to be an e-mail from Shawn Bidsal to  
9 you dated October 30th, 2012, and it says,  
10 "Valuation for Green Valley and Horizon Ridge,  
11 Shawn."

12 Do you see that?

13 A Yes.

14 Q And then there's some documents attached  
15 that speak to the value of the Green Valley and  
16 Horizon Ridge.

17 Do you see that?

18 A Okay.

19 Q Was this typical for Shawn to send you  
20 e-mails like this?

21 A I don't think so.

22 Q You don't think so?

23 A You mean all the time he would --

24 Q Well, anytime that the information came  
25 up, would he send it to you?

1           A     I have thought so, yes. I have thought  
2     that he would share information with me, yeah.

3           Q     Okay. Okay. And yet when you got the  
4     appraisal from Petra Latch, you didn't share that  
5     with Shawn; correct?

6           A     I was never asked.

7           MR. SHAPIRO: Okay. All right. No  
8     further questions.

9           THE WITNESS: And it didn't matter -- I  
10    mean, I --

11          THE ARBITRATOR: Any redirect?

12          MR. LEWIN: Just a couple of questions.

13

14                   REDIRECT EXAMINATION

15    BY MR. LEWIN:

16          Q     When Petra Latch -- did you accompany  
17     Petra Latch when she visited the property?

18          A     Yes, sir.

19          Q     Did -- did she go on the roof?

20          A     I didn't see him going to the roof.

21          Q     How about -- was there an inspection of  
22     the air-conditioning?

23          A     I didn't see him inspecting the  
24     air-conditioning.

25          MR. LEWIN: I have nothing further.

1 THE ARBITRATOR: May we excuse the  
2 witness?  
3 MR. SHAPIRO: Well, hold on. We might  
4 have some follow-up, we might not.  
5 THE ARBITRATOR: This is based on his  
6 question.  
7 MR. SHAPIRO: It would be, yep.  
8 No questions.  
9 THE ARBITRATOR: Are we then concluded  
10 with Mr. Golshani's testimony?  
11 MR. SHAPIRO: Yes, we are.  
12 THE ARBITRATOR: Okay. Thank you, sir.  
13 Are you going to hold your seat there?  
14 MR. LEWIN: Yeah, I'm going to call  
15 Mr. Bidsal.  
16 THE ARBITRATOR: Are we going to call  
17 Mr. Bidsal?  
18 MR. LEWIN: Yes.  
19 THE ARBITRATOR: Okay. Calling  
20 Mr. Bidsal. If you would, please, take the  
21 witness chair. Before you take your seat, sir,  
22 would you please face our court reporter, raise  
23 your right hand, and be sworn as a witness in  
24 arbitration.  
25

1 Whereupon,  
2 SHAWN BIDSAL,  
3 was called as a witness, and having been first duly  
4 sworn to testify to the truth, was examined and  
5 testified as follows:

6 THE ARBITRATOR: Mr. Bidsal, we're on  
7 the record and I'm speaking to you just for a few  
8 moments to ask whether you heard the conversation  
9 that I had about cross-examination with  
10 Mr. Golshani?

11 THE WITNESS: Yes.

12 THE ARBITRATOR: The other side is  
13 calling you as a witness as part of its case, to  
14 my understanding. And therefore we're having this  
15 conversation because they're calling you in the  
16 nature of what's called calling the adverse party  
17 by cross-examination. So that if you heard and  
18 understood what I said with Mr. Golshani, do you  
19 have any questions you would like to ask me before  
20 you're going to start cross-examination under the  
21 questioning of Mr. Lewin?

22 THE WITNESS: No.

23 THE ARBITRATOR: Okay. Go ahead,  
24 Mr. Lewin.

25

1

2

## CROSS-EXAMINATION

3 BY MR. LEWIN:

4 Q Mr. Bidsal, good afternoon.

5 Would you please take a look at

6 Exhibit 20?

7 MR. LEWIN: Here, give him the witness  
8 book. Yeah, I'll hand it to him.

9 THE WITNESS: Thank you.

10 BY MR. LEWIN:

11 Q Did you receive this e-mail from  
12 Mr. Golshani on or about September 22nd, 2011?

13 A I believe so.

14 Q Pardon me?

15 A I think so.

16 Q You think so. Okay.

17 And did you review this rough draft with  
18 Mr. Golshani after -- after you received it?19 A I'm going to start calling him Ben with  
20 your permission, or should I call him his full  
21 name?

22 THE ARBITRATOR: Do you have any --

23 MR. GOLSHANI: Both is okay. Sure.

24 THE ARBITRATOR: Sounds like it will be  
25 fine with Mr. Golshani.

1 THE WITNESS: That's fine. So, yes, he  
2 called me on this day. We talked about it.

3 THE COURT REPORTER: I'm going to need  
4 you to speak up.

5 THE WITNESS: Okay.

6 THE ARBITRATOR: Maybe as you answer,  
7 you can face more towards the court reporter so we  
8 have our record. I can hear you fine.

9 MR. LEWIN: Why don't I move over? Why  
10 don't I -- I'll change places with -- I'll change  
11 places with -- with Ben.

12 THE WITNESS: Or Mr. Golshani, either  
13 way is fine.

14 MR. LEWIN: Okay. So --

15 THE ARBITRATOR: No, it's fine. I think  
16 we're comfortable.

17 BY MR. LEWIN:

18 Q Okay. And then looking at Exhibit 22,  
19 did you -- did you receive this e-mail from  
20 Mr. Golshani on or about October 26, 2011?

21 A When I saw this for the first time when  
22 you produced it, I did a snapshot of my e-mails.  
23 I couldn't find it, so I told my attorney that I  
24 can't find it in my e-mail list. And that's what  
25 I reported to him, but I might have received it,

1 yes.

2 Q Okay. And when you -- and when you  
3 received e-mails from Mr. Golshani, you read them;  
4 right?

5 A Yes.

6 Q Now, is it fair to say that by -- going  
7 back to -- going back to September --  
8 September 22, 2011, is it fair to say that  
9 Mr. Golshani was upset by the fact that -- seemed  
10 upset by the fact that he honestly didn't have an  
11 operating agreement for Green Valley?

12 A Well, I'm -- I wouldn't know his  
13 emotional stage in terms of being upset or not,  
14 but we both were unhappy about not getting it done  
15 by then.

16 Q Well, you were familiar with a forced  
17 buyout provision in operating agreements; right?

18 A What do you mean by "forced"?

19 Q Well, you had had them in other  
20 operating agreements that -- where you were a  
21 party to; right?

22 A Not in this format, no.

23 Q My question is, you were familiar -- you  
24 were familiar with the format of a forced buyout  
25 where one -- where there's two members, one member

1 makes an offer, the other member has to buy or  
2 sell.

3 You were familiar with that concept;  
4 right?

5 A No.

6 Q Never heard about that before?

7 A Until these proceedings --

8 Q Okay.

9 A -- with the characterization that you  
10 have under the word "forced."

11 Q Well, mandatory buyout.

12 How is that? Is that a better word?

13 A As I said, same answer.

14 Q How many -- how many -- how many LLCs  
15 had you entered into as of September 20, 2011 in  
16 your whole life? Give me a best estimate.

17 A From that point -- or up to that point?

18 Q Up to that point?

19 A A few.

20 Q How many?

21 A Four or five.

22 Q And did any of them have a -- have a --  
23 a process where there was -- one member makes an  
24 offer and the other -- to buy or sell and the  
25 other member had -- forcing the other member to

1 either -- let me rephrase that.

2 Did any of those other LLCs have a --  
3 have a provision where they -- one member can make  
4 an offer to buy and the other member had to either  
5 buy or sell?

6 A Well, I had provisions, buy/sell  
7 agreements, but not in the same format as Green  
8 Valley Commerce is.

9 Q I didn't ask about your same format.  
10 I'm talking about a straightforward agreement  
11 where one member makes an offer, and the other  
12 member has to buy or sell based on that offer.

13 A Not in that format, no.

14 Q None of them in that --

15 THE ARBITRATOR: Can we go off the  
16 record for a second?

17 MR. LEWIN: Certainly.

18 (Whereupon, a recess was taken.)

19 THE ARBITRATOR: Back on the record.

20 BY MR. LEWIN:

21 Q And he knows what I'm asking -- talking  
22 about, don't you?

23 A I just answered you.

24 Q Okay. Didn't you have a mandatory  
25 buy/sell agreement with Mr. Tabankia?

1           A     I don't recall that.

2           Q     Where -- okay. And didn't you actually

3     go --

4                     THE ARBITRATOR: How is that spelled?

5           MR. LEWIN: T-A -- T-A-B-A-N-K-I-A, I

6     think.

7     BY MR. LEWIN:

8           Q     Isn't it true that -- that you actually

9     went to arbitration with Mr. Tabankia because

10    he -- you had a mandatory buy/sell agreement and

11    you contended that he had to do it -- do an

12    appraisal first?

13          A     That's a completely different case.

14          Q     Can you just answer my question? Didn't

15    you go to arbitration with Mr. Tabankia?

16          A     Yes, we did go to arbitration.

17          Q     And the name of that LLC was what?

18          A     I don't remember.

19          Q     Cheyenne --

20          A     Cheyenne Technology.

21          Q     Cheyenne Technology. And you went to --

22    you went to -- that was -- you entered into

23    that -- an operating agreement with Cheyenne

24    Technology Park, LLC in 2003; right?

25          A     Sometime at that time, yes.

1           Q     And isn't it true that that operating  
2     agreement had a mandatory buy/sell -- mandatory  
3     buy/sell proposal?

4           A     I don't remember.

5           Q     And isn't it true that when Mr. Tabankia  
6     tried to enforce that mandatory buy/sell proposal,  
7     that you contended that an appraisal was  
8     necessary?

9           MR. SHAPIRO: I'm going to object as to  
10    an entirely different lawsuit, different operating  
11    agreements not in front of the court. I'm not  
12    sure where he was going with this.

13          THE ARBITRATOR: I'm not sure that it's  
14    not in front of the Arbitrator ever, so we'll see  
15    where this goes.

16          MR. SHAPIRO: Okay.

17          THE ARBITRATOR: Overruled for now.  
18    Let's see where this goes.

19    BY MR. LEWIN:

20          Q     Isn't it true that Mr. Tabankia sent you  
21    a notice to sell -- sell or buy -- essentially to  
22    buy or sell your interest and specified his  
23    appraisal of the value of the company, and you  
24    claimed it did not become effective until he gave  
25    you an appraiser's appraisal?

1 MR. SHAPIRO: Object. Compound.

2 THE ARBITRATOR: Overruled.

3 THE WITNESS: He -- if I remember --  
4 this is many years ago -- I think he sent an offer  
5 to buy.

6 MR. LEWIN: Okay. Let's mark as  
7 Exhibit -- Exhibit -- what are we at, our next  
8 Exhibit? Our last Exhibit is --

9 THE ARBITRATOR: We'll mark as  
10 Exhibit 39 the operating agreement for Cheyenne  
11 Technology Park.

12 MR. SHAPIRO: Was this produced?

13 MR. LEWIN: No.

14 MR. SHAPIRO: Your Honor, this wasn't  
15 ever produced to us. This is --

16 THE ARBITRATOR: The Antiskittle  
17 agree -- rule is in effect.

18 MR. LEWIN: I'm sorry. I beg your  
19 pardon.

20 THE ARBITRATOR: He violated it.  
21 Do you want to take a look at it?

22 MR. SHAPIRO: Is it going to be  
23 admitted?

24 THE ARBITRATOR: I don't know. You want  
25 to take a look at it before you have a further

1 conversation?

2 MR. LEWIN: Well, he testified he never  
3 had any buy/sell agreements, and this is  
4 impeachment.

5 THE WITNESS: That's not what I said.  
6 You said forced buy/sell agreement similar to this  
7 case and I said I don't recall.

8 MR. LEWIN: I didn't say "similar to  
9 this case."

10 THE ARBITRATOR: I will await  
11 Mr. Shapiro's review of the document.

12 Are you familiar with it?

13 THE WITNESS: Yeah.

14 THE ARBITRATOR: Maybe you ought to take  
15 a look at it.

16 I'll take argument as soon as the  
17 parties are --

18 MR. SHAPIRO: So I'm -- I am going to  
19 object to it. And the objection is that, number  
20 one, it was not produced before today. This is  
21 the first time it's being seen. As I look at  
22 this, it's -- it's totally different language,  
23 much shorter, different terms. I don't know the  
24 relevance. I just don't -- I don't see why it's  
25 being presented at this point and I would object

1 to it being entered under the trial by ambush.

2 MR. LEWIN: I asked him if he had  
3 been -- if he had entered into other LLCs that had  
4 a forced buy -- buy/sell agreement, and he said  
5 no. And then so -- and so now I'm impeaching him.  
6 And so if he said yes, then we could have gone  
7 into it a different way.

8 THE ARBITRATOR: Okay. Yes,  
9 Mr. Shapiro.

10 MR. SHAPIRO: His answer was not with  
11 the language that is similar to what we're dealing  
12 with. That was his answer.

13 MR. LEWIN: No, no. And then I  
14 clarified it and he answered again.

15 THE ARBITRATOR: Let's go back into the  
16 record and have our court reporter read the  
17 testimony starting with the initial questioning  
18 about forced buyout agreement being the keywords,  
19 and I'm asking that -- our reporter to search the  
20 testimony of Mr. Bidsal.

21 (Whereupon, the record was read.)

22 THE ARBITRATOR: I think you have a  
23 little bit more to do. I'm not going to help you  
24 here.

25 MR. LEWIN: All right.

1 THE ARBITRATOR: So far, the objection  
2 is sustained.

3 BY MR. LEWIN:

4 Q Well, Mr. -- Mr. Bidsal, in the Cheyenne  
5 Technology Park, LLC, which you signed in 2003,  
6 isn't it true that there was a provision where one  
7 member could -- could buy out another -- could  
8 make an offer to buy out the other, and the other  
9 member either had to buy or sell based on that  
10 same offer?

11 A Can I take a look at this provision for  
12 a minute?

13 THE ARBITRATOR: Yes --

14 MR. LEWIN: Sure.

15 THE ARBITRATOR: -- because it is  
16 permitted under the rules of evidence to refresh  
17 your recollection. And he's giving you a document  
18 to use to refresh your recollection.

19 BY MR. LEWIN:

20 Q You can look at paragraph 3.2 on page  
21 two.

22 THE ARBITRATOR: What's the designation  
23 we're going to give this?

24 MR. LEWIN: This is 39.

25 THE ARBITRATOR: 39. Thank you.

1 MR. SHAPIRO: Is it being admitted?

2 THE ARBITRATOR: No.

3 MR. LEWIN: Okay.

4 THE ARBITRATOR: But it's being marked  
5 for reference. So far, I've indicated objection  
6 sustained, and the document is only being used to  
7 refresh the witness's recollection. And that's  
8 the Arbitrator's understanding and ruling to this  
9 point.

10 THE WITNESS: Okay. What is the  
11 question?

12 BY MR. LEWIN:

13 Q The question is, is it true that the  
14 buy -- the buy/sell of members' interest in the  
15 Cheyenne Technology's operating agreement provided  
16 that one member could make an offer to buy the  
17 other member out, and the other member either had  
18 to buy or sell based on that offer?

19 A Subject to the language of this  
20 operating agreement with appraisals and so forth,  
21 yes.

22 Q Well, didn't you -- as a matter of fact,  
23 didn't you make -- you made the claim that the  
24 offering member had to provide an -- a formal  
25 appraisal -- appraisal; isn't that right?

1 MR. SHAPIRO: Your Honor, I'm not sure  
2 why arguments made in a different case -- that  
3 Mr. Lewin happened to be representing the other  
4 side on, which is why he knows about it -- are  
5 relevant to these proceedings. I think we're  
6 getting fair afield. And asking him about what  
7 the arguments he made in that case when it's  
8 different language, different facts, different  
9 scenarios, it's inappropriate.

10 MR. LEWIN: It's -- actually, the idea  
11 that they both agreed upon from the very beginning  
12 was that they were going to have a straightforward  
13 buy/sell. It evolved into having -- it evolved  
14 into having additional language, but not the first  
15 part.

16 The claim of the first part is that a  
17 member -- that in this case, is that offering  
18 member makes an offer, the remaining member,  
19 unless -- unless he demands an appraisal, either  
20 has to buy or sell on that basis, which is the  
21 same thing in -- as in Cheyenne. And he's made  
22 the same -- he makes the same contentions.

23 THE ARBITRATOR: I'm going to allow you  
24 to make the argument, but not to go much deeper  
25 into this. I don't want to be going into the --

1 another arbitration unless you can really show in  
2 a case where -- in this case, it involves  
3 contractual interpretation. You're basically  
4 saying what the Arbitrator thinks he's hearing is  
5 pattern evidence. And -- and it -- if that's what  
6 you're -- you're doing, I -- I'm not going to  
7 permit you to go much deeper into this, especially  
8 given the hour. It's about 4:30, with a 5:00 hard  
9 stop for our court reporter today.

10 Do you want to make good use of our  
11 time? Maybe you can try again with this tomorrow.  
12 But between now and 5:00, let's not spend any more  
13 time on another arbitration.

14 MR. LEWIN: Well, I just want -- can I  
15 just have the answer to the last question?

16 THE ARBITRATOR: Restate it --

17 BY MR. LEWIN:

18 Q Okay. So the question is -- the  
19 question is --

20 THE ARBITRATOR: -- so we don't have to  
21 go searching in the record.

22 BY MR. LEWIN:

23 Q -- isn't it correct that in -- that you  
24 made the same claim in the Cheyenne Technology  
25 arbitration that a formal appraisal was necessary?

1 MR. SHAPIRO: I'm going to object for  
2 the same reasons as the prior objection.

3 THE ARBITRATOR: Overruled.

4 BY MR. LEWIN:

5 Q Did you make such a contention?

6 A I don't even remember the details of  
7 that case.

8 THE ARBITRATOR: He doesn't remember.  
9 Next question.

10 MR. LEWIN: Okay. All right. So I'm  
11 going to come back to this tomorrow, because I  
12 have the --

13 THE ARBITRATOR: That's fine, but I  
14 think there must be better use of  
15 cross-examination time --

16 MR. LEWIN: I'll move on to something  
17 else.

18 THE ARBITRATOR: -- between now and  
19 5:00.

20 MR. LEWIN: Sure.

21 BY MR. LEWIN:

22 Q Okay. Will you please take a look at  
23 Exhibit 23.

24 A Okay.

25 Q Did you receive this e-mail from David

1 LeGrand?

2 A I probably did, yes.

3 Q So it says, "Shawn, I received a fax  
4 from Ben and am rewriting it to be more detailed  
5 and complete and will send it out to both of you  
6 shortly."

7 Now, did you -- did you -- so does that  
8 refresh your recollection that you had received  
9 the -- that you had received the e-mail -- the  
10 October 26th e-mail from Mr. Golshani?

11 A What's the exhibit number on that?

12 Q That's 22. And 22 has the rough draft  
13 too on it, Mr. -- the rough draft two from  
14 Golshani.

15 A Probably received it, yes.

16 Q And so did you -- did you -- so you had  
17 already -- isn't it true that before -- before  
18 November 10, you told Mr. Golshani to send the  
19 rough draft number two to Mr. LeGrand?

20 A I don't think I told him to send  
21 anything to anyone, but he was going to send it,  
22 yes.

23 Q Well, did he -- did you and he discuss  
24 the fact that he was going to send it to  
25 Mr. LeGrand to have him review it and -- and --

1 and correct it? Yes or no, sir?

2 A I don't recall -- I don't recall if I  
3 told him that, but --

4 Q You deny that you told him that?

5 A It was --

6 Q Do you deny that he told you that?

7 A I'm not denying that. He --

8 MR. SHAPIRO: Your Honor, I had to let  
9 Mr. Golshani finish an answer, I request the same  
10 courtesy for Shawn.

11 THE ARBITRATOR: That's fine. From now  
12 on -- I've been trying to keep a little bit of  
13 flexibility. But from now on, non-cross-examining  
14 attorney is not to say anything, even to help,  
15 unless with the first word being objection,  
16 period, and the grounds stated. Objection  
17 sustained.

18 BY MR. LEWIN:

19 Q Okay. Actually, just going back, did  
20 you ask Mr. LeGrand to send you the fax that he  
21 received from Ben?

22 A One more time. To receive a fax from?

23 Q In the e-mail to Mr. LeGrand on  
24 Exhibit 23, it says, "Shawn, I received a fax from  
25 Ben, and" -- "and am rewriting it to be more

1 detailed and complete."

2 A Okay.

3 Q Did you ask Mr. LeGrand to send you what  
4 Ben had sent you -- had sent him?

5 A I don't recall.

6 Q Did you ask Ben to send you what he had  
7 sent to LeGrand?

8 A He already did that, yes.

9 Q Okay. So you knew what -- when  
10 Mr. LeGrand sent you this, you knew that he was  
11 talking about the rough draft number two?

12 A He is stating that he's going to send  
13 it, but it's not attached, but yes.

14 Q Okay. Now, Exhibit -- going back to  
15 Exhibit 24, looking at the bottom part, it says --  
16 where it says -- this is an e-mail from LeGrand to  
17 both you and Mr. Golshani, it says, "Gents, here  
18 is the revised version of what Ben sent me. I  
19 will insert it into the OPAG if these terms are  
20 acceptable to you."

21 You received this from Mr. LeGrand?

22 A Probably, yes.

23 Q And -- and you were -- in looking at the  
24 attachments where his -- his attachment says draft  
25 two.

1                   You received that from Mr. LeGrand?

2           A       Probably, yes.

3           Q       And you read this?

4           A       Yes.

5           Q       Is that correct?

6           A       Yes.

7           Q       Did you have any questions about it at  
8       the time?

9           A       At that time, no.

10          Q       Okay. And you heard Mr. Golshani  
11       testify about how the appraisal rights to the  
12       remaining member came about, the conversation  
13       where he said that you and he discussed the fact  
14       that if the remaining -- if the offer was too low,  
15       and the remaining member doesn't have enough  
16       money, the remaining member, unless -- unless the  
17       remaining member had the right of appraisal, he  
18       could be disadvantaged because he would be forced  
19       to sell at a price that he thought was too low.

20                   You heard Mr. Golshani testify to that?

21          A       Yes, I heard that.

22          Q       Do you recall that conversation you had  
23       with Mr. Golshani?

24          A       No, I don't. And also the issue about  
25       one person not having enough money and being

1     disadvantaged, that was -- never came up. Both  
2     parties in this case at all times had the money,  
3     so I don't think not having the money was an  
4     issue.

5           Q     Well, you could -- well, didn't you tell  
6     Mr. Golshani at the outset that you were sort of  
7     short of cash, that's why you wanted him to put up  
8     the deposit?

9           A     No.

10          Q     Did he put -- did he put up all the  
11     deposits for the auctions?

12          A     The auction structure doesn't work that  
13     way. There are two levels of deposits. One is a  
14     deposit where you put up to participate in an  
15     auction, and the other one is to show proof of  
16     funds.

17          Q     He gave you his credit cards to put up  
18     the deposit for the auctions; right?

19          A     In a couple of instances; and we bid on  
20     multiple auctions. And few others, like three or  
21     four, I did that.

22          Q     Didn't he -- didn't, in fact, you max  
23     out his credit cards?

24          A     I don't recall doing that.

25          Q     You don't? Didn't Mr. Golshani tell you

1 in February of 2012 that his credit cards were  
2 maxed out and he needed a few thousand for  
3 traveling expenses, and asked you to release some  
4 of his credit card?

5 A Okay.

6 Q Yes or no, sir?

7 A No, because you need to understand how  
8 the auction process worked.

9 Q I just asked you if he made that request  
10 of you.

11 A No.

12 MR. LEWIN: Okay. Mark as Exhibit 40.

13 THE ARBITRATOR: This is for  
14 Mr. Shapiro.

15 MR. SHAPIRO: Was this produced  
16 previously?

17 MR. LEWIN: I don't think so. I don't  
18 think we -- it's impeachment.

19 MR. SHAPIRO: Your Honor, if it wasn't  
20 produced previously, I don't think it should come  
21 in.

22 THE ARBITRATOR: Overruled.

23 BY MR. LEWIN:

24 Q Did you receive this e-mail from  
25 Mr. Golshani?

1           A     It's not addressed to -- to my e-mail,  
2     so I don't know.

3           Q     It says to Shawn Bidsal.  You're not --  
4     you don't recall receiving this?

5           A     Shawn Bidsal is my name, but there's no  
6     e-mail address.  Usually when an e-mail comes  
7     from -- from, to, from has an e-mail address of  
8     Ben.  But mine, it just says Shawn Bidsal.

9           Q     Do you recall -- do you deny receiving  
10    this e-mail?

11          A     I wouldn't know.

12          Q     Okay.  Do you know why he'd be asking  
13    you to release some of his credit cards?

14          A     I'm not the one who released anything.  
15    It's the auction company.  And they only hold it  
16    for 24 to 48 hours.

17          Q     Do you know why Mr. Golshani is asking  
18    you to release some of his credit cards?

19          A     I would not know.

20          Q     Who put the up the deposit for the  
21    purchase of the Green Street property?

22          A     You mean Green Valley property?

23          Q     Green Valley.

24          A     Which deposit?

25          Q     The initial -- the initial deposit in

1       escrow, \$404,250.

2           A       Can I look at that --

3           Q       It's Exhibit No. 2.

4           A       Ben put that deposit.

5           Q       Okay. And then didn't he put that  
6       deposit down because you told him that you were  
7       short on cash?

8           A       No.

9           Q       Okay. Just going back to -- going back  
10       to what we were talking about, Exhibit 23, when  
11       you -- pardon me, Exhibit 24, which has -- this  
12       has Mr. LeGrand's rewrite of rough draft two;  
13       right?

14          A       Yes.

15          Q       Okay. So when it says -- it says --  
16       does it -- did you and Mr. Golshani have a  
17       discussion as to why the remaining member would  
18       have the right to -- to demand an appraisal?

19          A       We had many discussions, but --

20          Q       Did you have a discussion about why the  
21       remaining member would have the right to demand an  
22       appraisal?

23          A       If the remaining member is not  
24       satisfied, he can always have an appraisal done.

25          Q       Did you and Mr. Golshani have a

1 discussion as to why the remaining member was  
2 given the right to have an appraisal done?

3 A I don't recall that detail.

4 Q Okay. When you read this draft number  
5 two, you understood that the offering member did  
6 not have any rights to request an appraisal; isn't  
7 that correct? I'm talking about the Exhibit 24.

8 A At this draft, no.

9 Q Okay. And the -- and the -- and in  
10 looking at Exhibit 29, the signed version, let's  
11 take a look at Exhibit 4 -- pardon me, let's look  
12 at Section 4.

13 You read this -- you read this -- did  
14 you read this document before you signed it?

15 A Yes.

16 Q Okay. So you -- in terms of -- in terms  
17 of -- on page 10 of 28, did you -- in this -- it  
18 says -- it says here that -- on page -- looking at  
19 page 11, "If the offer price is not acceptable" --  
20 do you see this first full paragraph?

21 A Right.

22 Q "If the offer price is not acceptable to  
23 the remaining member, within 30 days of receiving  
24 the offer, the remaining member, or any of them,  
25 can request to establish FMB based on the

1 following procedure," and then gives a procedure  
2 for the appraisal.

3 Do you agree with that?

4 A Yes.

5 Q So did you have a discussion -- in  
6 between receiving Mr. LeGrand's draft of his draft  
7 number two, which is on November 10, and signing  
8 this operating agreement, did you have any  
9 discussions with Mr. Golshani about why the  
10 remaining member is given the right to demand an  
11 appraisal? Yes or no, sir?

12 A We had many discussions.

13 Q In between those two times, from the  
14 time you received the -- the LeGrand redraft of  
15 that section, Exhibit No. 10, and signing this  
16 operating agreement, did you have any discussions  
17 with Mr. Golshani about why the remaining member  
18 had the right to demand an appraisal?

19 A Like I said, we had many different  
20 conversations.

21 THE ARBITRATOR: Excuse me. I have to  
22 stop you, sir, and to remind you of the  
23 conversation we had at the outset of your  
24 testimony. Please answer responsively,  
25 truthfully, narrowly and concisely only the

1 question that's asked.

2 Between those two dates, did you have  
3 that discussion?

4 THE WITNESS: Yes.

5 BY MR. LEWIN:

6 Q And what -- and wasn't it -- isn't it  
7 true that that was to protect the remaining member  
8 in the event that the remaining member had to  
9 respond to an offer that the remaining member  
10 thought was too low and then so he could demand  
11 a -- an appraisal to set -- to reset the fair  
12 market value price?

13 A If the --

14 Q Yes or no, sir?

15 A Not under your characterization.

16 Q Okay. Tell me -- tell me what was said.

17 A The remaining member had the option to  
18 ask for an appraisal if he chooses.

19 Q Okay. The -- the offering member had no  
20 right to request an appraisal; is that correct?

21 A At the beginning, no, because the  
22 offering member is estimating. He's thinking what  
23 the number he comes up with.

24 Q Well, you had a -- you knew what the --  
25 you had already asked -- analyzed the value of the

1 Green -- of the Green Valley property; right?

2 A Briefly, yeah.

3 Q What do you mean briefly? You had

4 actually done a study on it; isn't that correct?

5 A A study?

6 Q A study.

7 A What study?

8 Q Well, didn't you believe that the Green

9 Valley property was worth more than six-and-a-half

10 million, as in a -- in a -- at the time you listed

11 it for sale?

12 A We listed it many months before that for

13 sale. We got no offers. And we reduced it and it

14 still didn't get any offers. So I --

15 Q You had -- you had -- you had valued

16 the -- I'm sorry. Were you finished?

17 You had valued -- you had done an

18 analysis of the valuation of Green Valley Commerce

19 property in March of 2017; is that correct?

20 A The brokers who provided BOVs, they did

21 some studies or some analysis of valuation for

22 that, and they provided that to me and Ben for --

23 for the purpose of listing the property.

24 Q And so at the time -- and what -- and

25 what did they value all of the properties valued

1 at for Green Valley?

2 A In the 6 million range.

3 Q So more than 6 million?

4 A Something in the neighborhood.

5 Q And you had asked -- and isn't it true  
6 you asked Mr. Golshani in March of 2017 if he was  
7 interested in purchasing other properties; isn't  
8 that correct?

9 A Purchasing other properties with me?

10 Q Yes.

11 A We also talked about buying properties.

12 Q And didn't -- in March of 2017, didn't  
13 Mr. Golshani tell you that he had -- he was tight  
14 with cash and didn't have enough money to invest  
15 in other properties, he wasn't liquid?

16 A I don't remember such a -- such a --

17 Q You heard -- you heard him say that?

18 A I heard him -- that, but I don't  
19 remember --

20 Q Do you deny he said it, or just you  
21 don't remember one way or the other?

22 A I don't remember one or the other.

23 Q Okay. Fine. Fair enough.

24 And, by the way, this -- this Green  
25 Valley operating agreement was signed in December

1 of 2011; is that correct?

2 A Sometime toward end of '11.

3 Q And also the -- also the Country Club  
4 agreement was signed in 2011?

5 A That one, I don't remember.

6 Q But they were both -- but both -- both  
7 agreements were the same except for the name;  
8 right?

9 A I don't remember. I don't have it in  
10 front of me.

11 Q All right. But the terms were both the  
12 same; right?

13 A As I said, I just don't have it in front  
14 of me. I don't remember.

15 Q You were given -- you got a 50-percent  
16 interest in the profits, but only had to put up  
17 30 percent of the money?

18 A On GVC, yes.

19 Q And also Country Club; isn't that  
20 correct?

21 A I don't remember.

22 Q Okay. By the way, did you look at  
23 Exhibit 27? This is an e-mail from December 10,  
24 2011, from Mr. LeGrand to you.

25 Did you receive this e-mail?

1 A I probably did, yes.

2 Q Okay. And isn't it true that after  
3 Mr. LeGrand sent you the draft of -- the draft of  
4 the Green Valley operating agreement, you told him  
5 that you needed to make some corrections to it?

6 A No. I didn't work on the Green Valley  
7 operating agreement.

8 Q Well, do you know -- did -- do you know  
9 why he's asking -- didn't you -- strike that.

10 Didn't you -- didn't you tell  
11 Mr. LeGrand that you were -- you had to make some  
12 revisions to the Green Valley operating agreement?

13 A No.

14 Q You see it is -- do you know why he's  
15 asking you, "Shawn, did you ever finish the  
16 revisions?"

17 A No.

18 Q Did -- did -- did you ever receive a  
19 draft of the Green Valley operating agreement from  
20 Mr. LeGrand where Mr. Golshani's percentage  
21 interest in the LLC was less than 70 percent?

22 A Unless you can show me an exhibit to  
23 look at it.

24 Q Do you remember -- do you remember that?

25 A I don't remember it.

1           Q     But didn't -- if you look at -- if you  
2     look at -- if you recall, if you look at -- did  
3     you -- did you change Exhibit B to this Green  
4     Valley operating agreement to change  
5     Mr. Golshani's percentage interest from 70 percent  
6     to 50 percent?

7           A     No.

8           Q     Did you ever have a discussion with  
9     Mr. Golshani about changing his percentage --  
10    that's his ownership interest in the LLC; right?  
11    You understand the percentage interest in the  
12    ownership interest in the LLC?

13          A     Can you go there?

14          Q     Sure. Let's go to Exhibit 29.

15                 So look at the last page of Exhibit B.  
16    And the last page of Exhibit B, and you see it  
17    says "members' percentage interest."

18                 That means their ownership interest in  
19    the LLC; right?

20          A     Correct.

21          Q     Not the profits. That's the ownership  
22    interest.

23          A     That was the right agreement.

24          Q     Well, take a look at Exhibit 25. Let's  
25    take a look at the last page of Exhibit 25, which

1 is -- also look at Exhibit B.

2 What is the ownership -- what is the  
3 member -- what is CLA's members' percentage  
4 interest on this exhibit?

5 A That is not -- the percent is 70, but  
6 it's not correct.

7 Q Did you -- did you ever receive a draft  
8 agreement from Mr. LeGrand after November 29,  
9 2011, where -- where that contained a member's --  
10 it changed the member's percentage interest from  
11 CLA from 70 percent to 50 percent?

12 A Not that I remember.

13 Q Okay. And then Mr. LeGrand is -- and  
14 isn't it true after you received this November 29  
15 agreement, you noticed that there were some typos  
16 in it; right? Because you're pretty careful when  
17 you look at agreements; right?

18 A Is that a question?

19 Q Well, actually -- actually, let's take a  
20 look at -- let's take a look at Exhibit No. 26,  
21 because that actually is a later agreement.  
22 That's the one at 5:04 p.m. If you look at  
23 that -- if you'll look at the -- page 10 on that  
24 agreement, you'll see on page 10 it says, in  
25 Section 4, there's a -- there's an internal

1 section where it says it -- first of all, it says

2 Section 3 but then it says Section 4.

3 Do you see that?

4 A Right.

5 Q And then it says in Section 4, it refers  
6 to Section 7.1?

7 A (Nodding head.)

8 Q Okay. So isn't it true you told  
9 Mr. LeGrand, after you received this agreement,  
10 that you were going -- you didn't want to pay for  
11 lawyers' fees, so you thought that you -- you  
12 would revise this agreement to correct it?

13 A No.

14 Q All right. And -- and then what -- and  
15 if you look, again, your total -- on November --  
16 December 10, you told -- in the e-mail that  
17 Mr. LeGrand sends to you, he says, "When are you  
18 going to finish the revisions?"

19 What were you revising?

20 A I wasn't working on nothing. I wasn't  
21 revising it.

22 Q Well, if -- you notice the title -- it  
23 says the title to that, that e-mail, says -- it  
24 says -- it says -- the subject matter that's  
25 Exhibit 27 says "GVC" -- that's Green Valley --

1 that's Green Valley Commerce -- OPAG; right?

2 A Yes.

3 Q And it says, "Shawn, did you ever finish  
4 the revisions?"

5 So did you -- and it says, "Ben really  
6 wants to get this finished."

7 What do you think that he's talking  
8 about here?

9 MR. SHAPIRO: Objection. Calls for  
10 speculation.

11 THE WITNESS: I wasn't working on the  
12 operating agreement.

13 BY MR. LEWIN:

14 Q Well, what did -- what did -- what did  
15 you think when you received this e-mail? Did you  
16 respond to Mr. LeGrand and say, I don't know what  
17 you're talking about, I'm not doing any revisions?

18 A Did I respond to Mr. LeGrand?

19 Q Well, did you or not?

20 A I don't remember.

21 Q You have never seen an e-mail where you  
22 replied to this saying, I don't know what you're  
23 talking about, or words to that effect; right?

24 A I don't remember, no. I don't have it.

25 Q Okay. Where did -- where --

1 THE ARBITRATOR: Is there -- is there an  
2 e-mail?  
3 MR. LEWIN: Not that I've seen.  
4 THE ARBITRATOR: All right.  
5 BY MR. LEWIN:  
6 Q Is there an e-mail where you respond --  
7 is there an e-mail where you respond to  
8 Mr. LeGrand's December 10 e-mail?  
9 A I wouldn't know.  
10 Q You've searched --  
11 A Whatever -- whatever we found, we  
12 produced them.  
13 Q But you've searched your e-mails.  
14 You've searched your e-mails to prepare  
15 for this; right?  
16 A Yes.  
17 Q You haven't found any response to this  
18 December 10 e-mail; right?  
19 A No.  
20 Q Is that correct?  
21 A Correct.  
22 Q Now, where did you sign the -- where  
23 did -- where did you sign the Green Valley  
24 operating agreement?  
25 A In my office.

1 Q And Mr. Golshani was there for -- was  
2 there?

3 A Yes.

4 Q And didn't you print out the agreement  
5 from your computer at that office?

6 A No.

7 Q Where did you get the agreement to sign?

8 A Mr. Golshani brought it in.

9 Q So Mr. Golshani brought the agreement  
10 in?

11 A Yes.

12 Q Okay. And did you ever talk to  
13 Mr. Golshani about changing the -- changing the  
14 70 percent -- his 70 percent to 50 percent?

15 A That was our agreement.

16 Q Did you ever talk to -- well --

17 A We talked about --

18 Q We've now -- we've now -- we've now seen  
19 as late as November of 29, that there -- that  
20 his percentage interest was -- was 70 percent;  
21 right?

22 A That is a raw e-mail or a draft e-mail  
23 that LeGrand sent --

24 Q I can show you --

25 A -- if that's what you're referring to.

1           Q     I'm sorry. I can show you all of the  
2     other operating agreements that we have up to  
3     here. They all say 70/30.  
4           You've seen them all; right?  
5           A     Right.  
6           Q     All the ones that we've marked and gone  
7     through. I mean, I can do it.  
8           But if you take -- they all say 30 --  
9     70 percent -- percentage interest Golshani side,  
10    30 percent your side; right?  
11          A     For the capital contribution.  
12          Q     No. They all say percentage interest,  
13    70/30.  
14          A     Those are not the final one that is  
15    signed.  
16          Q     All the e-mails -- all -- strike that.  
17                All of the draft agreements from -- from  
18    the -- for all of the draft agreements that  
19    Mr. LeGrand prepared from the beginning until  
20    November -- and through November 29 had the -- the  
21    members' percentage interest as 30/70; right?  
22          A     That --  
23          Q     It's yes or no.  
24          A     -- operating agreement, yes.  
25          Q     Okay. I mean, you can take a look at

1 exhibit -- for example, take a look at Exhibit 10,  
2 it has it. And that's from June 27. Take a look  
3 at Exhibit 10, the last page.

4 What does it say? For member's  
5 percentage interest for Ben, what does it say?

6 A 30/70.

7 Q 70 percent him?

8 A Right.

9 Q And so did you -- did you have a  
10 discussion with Mr. Golshani where you said, no,  
11 our percentages should be 50 -- our ownership  
12 interest should be 50/50?

13 A From beginning, yes.

14 Q Did you have a discussion about changing  
15 the Exhibit B on the operating agreement?

16 A That's reflected there, yes.

17 Q Well, how did it change? Who changed it  
18 from 70 to -- 70 to 50?

19 A You're referring to the membership --

20 Q The membership percentage interest on  
21 the final draft that was signed, who changed it?

22 A Mr. Golshani.

23 Q Oh, Mr. Golshani changed it?

24 A Yes.

25 Q Okay. And how do you know that?

1           A     Because Mr. Golshani brought it to my  
2     office in a -- several meetings, the actual copy  
3     of the -- the final copy of the operating  
4     agreement to be signed.

5           Q     Now, did he tell you he changed it?

6           A     That was our agreement. So he took  
7     liberty of making changes to the operating  
8     agreement prior to our meetings.

9           Q     I see. Okay.

10                  So your agreement whenever -- when you  
11     first started talking with Mr. Golshani, you said  
12     not only do I get -- you put up 70 percent of the  
13     money, but you're only going to get 50 -- 50  
14     percent ownership interest in the property; is  
15     that right?

16           A     50/50 was our membership interest,  
17     correct.

18           Q     All right. And did you -- when was the  
19     first time that you had a meeting with  
20     Mr. Golshani and Mr. LeGrand?

21           A     Sometime in June, July of 2011 --

22           Q     You saw the July 21st?

23           A     Yes.

24           Q     Does that refresh your recollection?

25           A     An actual physical meeting?

1 Q Yes.

2 A Yes.

3 Q And isn't it true that before that  
4 meeting, you dealt exclusively with Mr. LeGrand to  
5 have -- and gave him the information of what to  
6 put in the operating agreements?

7 Yes or no?

8 A He was introduced by Mr. Chang, and for  
9 the first few weeks, I dealt with him, yes.

10 Q You told Mr. LeGrand what to put in the  
11 operating agreement?

12 A No.

13 Q Okay. Well, let's take a look at  
14 what -- let's take a look at the first operating  
15 agreement that I know of, which is --

16 THE ARBITRATOR: We have two minutes,  
17 for our court reporter.

18 MR. LEWIN: I'm just going to -- I'm  
19 just going to finish up on Exhibit 5.

20 BY MR. LEWIN:

21 Q Take a look at Exhibit 5.

22 What is the percentage -- Ben's  
23 percentage interest?

24 A 30/70.

25 Q Well, take a look at Exhibit 6, the last

1 page.

2 What is -- what is Ben's -- what is  
3 the -- Ben's percentage interest?

4 A Same.

5 Q And take a look at Exhibit 10, which  
6 accompanies an e-mail dated June 27, 2011. We  
7 already looked at this.

8 It also says 70/30; right?

9 A I'm sorry. I was looking --

10 Q Exhibit 10 -- Exhibit 10 also says  
11 70/30. It's accompanying an e-mail dated June 27.

12 A Yes.

13 Q You gave that information to  
14 Mr. LeGrand, that the split -- that the percentage  
15 ownership interest was 70/30?

16 A No. We gave Mr. LeGrand our capital  
17 contribution numbers.

18 Q At any time prior -- at any time prior  
19 to December 10, 2011, did you tell Mr. LeGrand  
20 that he had the percentage interest wrong?

21 A I'm sorry. One more time.

22 Q At any -- my last question.

23 At any time before December 10 -- that's  
24 the e-mail where he says, when are you going to be  
25 finishing with your revisions, essentially. At

1 any time before that e-mail, did you tell  
2 Mr. LeGrand that he had the percentage -- the  
3 members' percentage interest wrong?

4 A He knew that, yes.

5 Q I didn't ask what he knew.

6 I asked you did you tell him?

7 A Yes.

8 Q When did you tell him?

9 A I don't remember.

10 Q Okay. Do it in writing?

11 A No.

12 Q Okay.

13 THE ARBITRATOR: We will be in recess  
14 until 10:00 -- let's make it 9:00 tomorrow  
15 morning.

16 MR. SHAPIRO: Will you be here tomorrow?

17 THE COURT REPORTER: I will.

18 MR. SHAPIRO: Awesome.

19 THE ARBITRATOR: Okay. Let's go off the  
20 record before we -- we leave.

21 (Whereupon, the proceedings  
22 adjourned at 5:00 p.m.)

23 \* \* \* \* \*

24

25

## 1 CERTIFICATE OF REPORTER

2

3 STATE OF NEVADA )  
4 ) ss  
County of Clark )

5

6 I, Heidi K. Konsten, Certified Court  
7 Reporter, do hereby certify:

8 That I reported in shorthand (Stenotype)  
9 the proceedings had in the above-entitled matter at  
10 the place and date indicated.

11 That I thereafter transcribed my said  
12 shorthand notes into typewriting, and that the  
13 typewritten transcript is a complete, true, and  
14 accurate transcription of my said shorthand notes.

15 IN WITNESS WHEREOF, I have set my hand in  
16 my office in the County of Clark, State of Nevada,  
17 this 25th day of May, 2018.

18

19

20

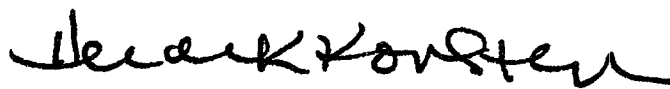
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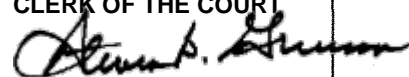


Heidi K. Konsten, RPR, NV CCR #845

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

CLA PROPERTIES LLC, a limited liability )  
company, )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
SHAWN BIDSAL, an individual, )  
 )  
Respondent. )

Case No.: A-19-795188-P

Dept. 31

**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**

Petitioner CLA Properties LLC ("CLA"), hereby submits its Part 5 of Appendix to its  
Memorandum of Points and Authorities in Support of its Petition for Confirmation of Arbitration  
Award and in Opposition to Counter Petition to Vacate Award entered on April 5, 2019, in JAMS  
Arbitration Number: 1260004569 in favor of CLA and against Respondent, Shawn Bidsal ("Bidsal").  
Dated this 5th day of August, 2019.

LEVINE & GARFINKEL

By: 

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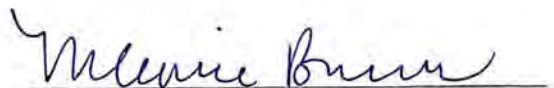
App.	PART	EXHIBIT	DATE	DESCRIPTION ( <i>italics presented by Bidsal in arbitration</i> ) (Parenthetical number is exhibit identification at arbitration hearing)
000003	1	101.	09/22/11	Golshani e-mail with rough draft (20, 316 and N)
000007	1	102.	11/10/11	LeGrand e-mail (24)
000012	1	103.	11/29/11	LeGrand e-mail with draft (26)
000043	1	104.	12/10/11	LeGrand e-mail (27)
000045	1	105.	06/19/13	<i>LeGrand e-mail and Agreement (343)</i>
000104	1	106.	10/02/13	<i>Bidsal e-mail with Agreement (344)</i>
000164	1	107.	08/31/17	Shapiro letter (38)
000166	2	108.	01/08/18	<i>Respondent's Opening Brief</i>
000374	3	109.	01/08/18	CLA Rule 18 Motion for Summary Disposition
000430	3	110.	01/19/18	<i>Respondent's Responding Brief</i>
000439	3	111.	01/19/18	CLA Response to Bidsal's Opening Brief
000455	3	112.	01/25/18	<i>Respondent's Reply Brief</i>
000468	3	113.	01/25/18	CLA Reply Brief In Support of Rule 18 Motion
000481	3	114.	03/21/18	<i>Bidsal's Exhibit 351</i>
000483	3	115.	05/03/18	<i>Respondent's Hearing Brief</i>
000515	3	116.	05/03/18	Claimant's Hearing Brief
000559	4	117.	05/08/18	Transcript of arbitration hearing-Day 1
000781	5	117.	05/09/18	Transcript of arbitration hearing-Day 2
000984	6	118.	06/28/18	Claimant's Closing Argument Brief
001030	6	119.	06/28/18	<i>Respondent's Post-Arbitration Opening Brief</i>
001066	6	120.	07/18/18	Claimant's Closing Argument Responsive Brief
001114	6	121.	07/18/18	<i>Respondent's Post Arbitration Response Brief</i>

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 5<sup>th</sup> day of August, 2019, I caused the foregoing **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** to be served as follows:

- ☐ by placing a true and correct copy of the same to be deposited for mailing in the US Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and or
- ☐ by hand delivery to the parties listed below; and/or
- ☒ pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic service to:

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An Employee of LEVINE & GARFINKEL

# **EXHIBIT 117**

**(Transcript of Arbitration Hearing)**

**Day 2**

002118

002118

# **EXHIBIT 117**

1 J A M S  
2 \* \* \* \* \*  
3  
4 CLA PROPERTIES,  
5 Claimant, Reference No. 1260004569  
6 vs.  
7 SHAWN BIDSAL,  
8 Respondent.  
9

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10  
11 TRANSCRIPT OF PROCEEDINGS  
12 Taken Before the Honorable Stephen E. Haberfeld  
13 Volume II  
14 Las Vegas, Nevada  
15 May 9, 2018  
16 9:02 a.m.  
17  
18  
19  
20  
21

22 Reported by: Heidi K. Konsten, RPR, CCR  
23 Nevada CCR No. 845 - NCRA RPR No. 816435  
24 JOB NO. 469952  
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25

## TRANSCRIPT OF PROCEEDINGS, VOLUME II - 05/09/2018

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1 LAS VEGAS, NEVADA

2 Wednesday, May 9, 2018

3 9:02 a.m.

4 TRANSCRIPT OF PROCEEDINGS

5 \* \* \* \* \*

6

7 THE ARBITRATOR: Back on the record.

8 Good morning, everyone.

9 MR. LEWIN: Good morning.

10 THE ARBITRATOR: It's about 9:00, or a  
11 few moments after that, for a resumed evidentiary  
12 session of the merits hearing, the arbitration  
13 hearing in this matter. And we have resumed  
14 cross-examination.

15 MR. LEWIN: Thank you, Your Honor.

16

17 CROSS-EXAMINATION (Cont'd)

18 BY MR. LEWIN:

19 Q Mr. Bidsal, would you -- well, let me  
20 ask you, first of all, if you agree with this --  
21 with this sentence in -- in your -- in your trial  
22 brief. It's on page 10, lines 17 through 18.  
23 It's at -- and it's under the heading "Under  
24 collapse interpretation, no buy/sell would ever  
25 occur."

1 And it says, quote, "A party would never  
2 make an initial offer to buy if that offer could  
3 be transformed into an offer to sell," end quote.

4 Do you agree with that?

5 A Yes.

6 Q Okay. Well, take a look at Exhibit 16,  
7 would you, please. I'm sorry. I'm -- I'm sorry.  
8 I made the wrong -- it's 17.

9 Do you see where it says -- it's  
10 addressed to Shawn and Ben, and then it says, "We  
11 discussed that you want to be able to name a price  
12 and either get bought or buy at the offer price,"  
13 end quote.

14 Isn't it true you had that discussion  
15 with -- that you and Mr. Golshani had that  
16 discussion with Mr. LeGrand at the July 21  
17 meeting, about being able to name a price either  
18 you bought or sold -- or either you bought or buy  
19 at that same price?

20 A No, not under that format.

21 Q Well, but you -- you've had mandatory or  
22 forced buy/sell provisions in some of your other  
23 operating agreements, haven't you?

24 A We had buy/sell agreements in other  
25 operating agreements.

1 Q Well, but then -- then -- and take a  
2 look at -- then let's take a look --

3 THE ARBITRATOR: Did you get an answer  
4 to your question?

5 BY MR. LEWIN:

6 Q Well, what other -- did you get -- I  
7 thought -- I thought -- you're right.

8 Did you -- did you have a forced  
9 buy/sell agreement in any other LLC in which you  
10 were a member? Yes or no, sir?

11 A As I said, we had buy/sell provisions in  
12 other LLCs.

13 Q Okay. I'm was talking about a -- a  
14 buy/sell provision where -- where someone was able  
15 to name a price and you either bought or buy at  
16 that offer price.

17 Did you have any provisions like that?

18 A Not under that -- the way you're  
19 describing it under the format. As I said, we had  
20 buy/sell agreements in other operating agreements.

21 Q The format I'm talking about is where  
22 one member names a price and the other member  
23 either has to sell at that price or buy him out at  
24 that price.

25 Yes or no, did you have other buy/sell

1     **agreements at that basis?**

2             A     We had --

3             Q     Yes or no, sir?

4             A     It's not a yes or no answer. Every  
5     operating agreement provisions are different, and  
6     they are different language, so I don't think it's  
7     a yes or no answer.

8             Q     Then I -- take a look at Exhibit 39, the  
9     Cheyenne Technology agreement.

10            MR. SHAPIRO: That's not been  
11     introduced; right?

12            MR. LEWIN: It's been introduced. It  
13     hasn't been admitted.

14            MR. SHAPIRO: Okay.

15            MR. LEWIN: If you look at -- if you  
16     look -- if you look at the buy/sell agreement  
17     on -- okay, on paragraph 3.2.

18            THE ARBITRATOR: Has that been put into  
19     the Arbitrator's notebook?

20            MR. LEWIN: Not yet, because you  
21     didn't -- not yet, Your Honor.

22            THE ARBITRATOR: I need another copy.  
23     It does not seem to be --

24            MR. SHAPIRO: And, Your Honor, I would  
25     object to this. It was previously attempted to be

1 introduced, and you ruled that it was not going to  
2 be introduced and --

3 THE ARBITRATOR: It's -- it's -- I  
4 didn't say it's not going to be. I just said it  
5 has not been received in evidence. It's been  
6 marked because we were referring to it on a  
7 court-reported record. It's not in evidence.

8 MR. LEWIN: Isn't this -- I -- I'll move  
9 to admit Exhibit 39 for the purpose of showing  
10 that he's entered into other buy/sell agreements.

11 THE ARBITRATOR: Not yet. Denied so  
12 far.

13 BY MR. LEWIN:

14 Q Okay. Well, you signed Exhibit 32 -- I  
15 mean Exhibit 39?

16 A Yes.

17 Q That was the operating agreement you had  
18 with Mr. Tabankia; right?

19 A Yes.

20 Q And you entered into that in 2003;  
21 right?

22 A Sometime in that time frame, yes.

23 Q And in accordance with paragraph 3.2,  
24 one member makes an offer and the other -- and the  
25 other member either buys or sells at that price;

1 right?

2 A Again, I'm -- I don't remember all of  
3 the details and I haven't --

4 THE ARBITRATOR: Can you take a look at  
5 it and see what that provision says?

6 THE WITNESS: Okay.

7 THE ARBITRATOR: Would you also please  
8 pay specific attention to the sentence that starts  
9 "And non-offering members shall elect."

10 THE WITNESS: Okay. I read it.

11 BY MR. LEWIN:

12 Q You understand that this -- that under  
13 this provision, an offering member makes -- a  
14 member makes an offer, and the non-offering member  
15 either elects to buy or sell at that same price.

16 Yes or no?

17 A The way I understand this thing is  
18 that -- which was -- I guess it was litigated  
19 before -- is that the -- the entity who makes the  
20 offer also needs to provide the appraisal, so it's  
21 basically -- that was the discussions we had.

22 Q And you made that claim that there  
23 needed to be an appraisal, and you lost on that;  
24 is that correct?

25 MR. SHAPIRO: Objection, Your Honor.

1 We're now getting into -- I mean, clearly  
2 Section 3.2 is vastly different than Section 4  
3 that's at issue in this case, and we're getting  
4 into the outcome of the prior dispute dealing with  
5 language that's not even similar to what -- the  
6 language we're dealing with.

7 THE ARBITRATOR: Sustained.

8 MR. LEWIN: Well --

9 THE ARBITRATOR: Sustained.

10 MR. LEWIN: Well, okay. Move to admit  
11 Exhibit 39 into evidence, Your Honor. Its only  
12 purpose is to show he said that he would never  
13 enter into a deal where you had a buy/sell  
14 agreement. And this is obviously -- this document  
15 proves to the contrary.

16 MR. SHAPIRO: And I'm going to object.  
17 He didn't say he would never enter into a deal  
18 where he had a buy/sell agreement. He admitted  
19 that he entered into deals with buy/sell  
20 agreements. He said that none of those agreements  
21 were similar to the terms that are at issue in  
22 this case.

23 And I would object to the introduction  
24 of this into evidence, because it just -- it's an  
25 entirely different provision. To the extent that

1 it's impeached him, he's already made his point,  
2 Your Honor's heard it, you have the evidence in  
3 front of you.

4 THE ARBITRATOR: Sustained. I'm not  
5 going to admit this exhibit; however, for purposes  
6 of impeachment, I think you've made your point and  
7 we don't need to repeat it again.

8 MR. LEWIN: Very well.

9 THE ARBITRATOR: I think you can refer  
10 to the testimony that we've just concluded on this  
11 point and then move on, please.

12 MR. LEWIN: Very well. Thank you.

13 Now, the -- I would like to mark as  
14 Exhibit -- I believe it's 41, an e-mail from  
15 Mr. Bidsal to Mr. LeGrand.

16 MR. SHAPIRO: Has this been produced  
17 previously?

18 MR. LEWIN: I don't believe so. This  
19 has to do with the conversation we had yesterday  
20 about his making provisions.

21 MR. SHAPIRO: Your Honor, again, I'm  
22 objecting to the introduction of documents that  
23 have not been previously produced.

24 THE ARBITRATOR: What's the response to  
25 that?

1 MR. LEWIN: My response is, yesterday he  
2 claimed he didn't do any -- he didn't do any  
3 revisions on the operating agreement.

4 THE ARBITRATOR: That's the Arbitrator's  
5 recollection.

6 And what does this document show or tend  
7 to show?

8 MR. LEWIN: This shows that he sent a --  
9 on December 12, in response to Mr. LeGrand's  
10 e-mail that we referred to yesterday about did you  
11 finish the revisions. Mr. Bidsal says the  
12 operating agreements are finished and signed.

13 THE ARBITRATOR: Very well.

14 MR. SHAPIRO: And, Your Honor, if I can  
15 respond?

16 THE ARBITRATOR: Of course.

17 MR. SHAPIRO: This is dated  
18 December 12th, 2011, which is smack dab in the  
19 middle of the events at issue in this case. This  
20 is clearly -- would have been something that if  
21 they wanted to use, they should have produced in  
22 advance. They didn't, and it's prejudicial to  
23 allow them to come out of left field and start  
24 producing documents that they had in their  
25 possession prior to arbitration, they should have

1 produced but they didn't produce.

2 THE ARBITRATOR: I'm not going to take  
3 argument. I'll just speak with Mr. Shapiro,  
4 unless you want to add on.

5 MR. LEWIN: I'm done.

6 THE ARBITRATOR: It appears to the  
7 Arbitrator that this document should be received  
8 as impeachment. It appears to the Arbitrator that  
9 claimants, in preparing whether to produce  
10 something or not, ran a certain risk if they did  
11 not produce a certain document as part of their  
12 initial prehearing production about exclusion,  
13 that it would not be proper impeachment or  
14 rebuttal.

15 It appears to the Arbitrator that even  
16 though that this document appears not to have been  
17 produced -- and I'm assuming it was not -- that it  
18 may be used because it is the Arbitrator's  
19 recollection that Mr. Bidsal yesterday said that  
20 he didn't do any revisions, and this is for the  
21 purpose of impeaching that testimony and showing  
22 that he did out of his own computer. And so I'm  
23 going to admit it for that reason over your  
24 objection. Received.

25 MR. LEWIN: Thank you, Your Honor.

1 BY MR. LEWIN:

2 Q You sent this e-mail?

3 A Again, I -- I'm looking at it. It might  
4 have been sent, yes.

5 Q All right. You don't have any reason to  
6 believe it wasn't sent; is that true?

7 A No.

8 Q Okay. Now, you listed the property for  
9 sale -- the Green Valley Commerce property for  
10 sale in March of 2017?

11 A Sometime in early 2017.

12 Q And the listing price was what?

13 A Around 6 million and change.

14 Q Was that for all -- that was for all of  
15 the properties; right?

16 A Right.

17 Q And did you -- and did you believe that  
18 was the fair market value of the property?

19 A That was the broker's value that Cushman  
20 & Wakefield produced.

21 Q Did you -- did you do your own analysis?

22 A No.

23 Q And then in -- at some time in -- about  
24 the same time, you were informed that Mr. Golshani  
25 had a heart condition?

1           A     He told me about his heart condition  
2     when I met him in the coffee shop, yes.

3           Q     And did he -- did he tell you -- did he  
4     tell you that -- did you know about the heart  
5     condition before July 7, 2017?

6           A     I don't remember.

7           Q     Isn't it true that in June, Mr. Golshani  
8     told you he was going to have a heart operation,  
9     June 2017?

10          A     I don't recall.

11          Q     Do you know --

12                THE ARBITRATOR:  You don't recall --

13                THE WITNESS:  I don't recall --

14                THE ARBITRATOR:  -- either the date or  
15     that he told you that --

16                THE WITNESS:  -- that conversation --

17                THE ARBITRATOR:  -- he was going to have  
18     a heart --

19                THE WITNESS:  Yeah, I don't recall  
20     having heard that -- or having that conversation  
21     or heard that from him.

22     BY MR. LEWIN:

23          Q     But at the time you made your offer of  
24     July 7, you were aware that he was -- that he was  
25     having heart problems?

1           A     He told me he had heart problems when I  
2     met him in a coffee shop. That -- that was after  
3     the offer was made, and I think he also responded.  
4     So this was even after that he responded.

5           Q     So -- okay. So -- so your testimony is  
6     that before July 7, you did not know that he was  
7     scheduled to have a heart surgery --

8           A     I don't remember, no.

9           Q     -- is that correct?

10                   When you say you don't remember, you  
11     don't remember whether you were told that or that  
12     you didn't know?

13           A     I don't remember such a conversation.

14           Q     I see. Okay.

15                   And you don't -- and you don't recall  
16     that he told you that when you asked him about  
17     investing in other properties that he was tight --  
18     tight on cash or words to that effect?

19           A     I think I answered that yesterday.  
20     There was no issue of money between us in terms of  
21     having the funds to buy or sell.

22           Q     I didn't ask you about whether there was  
23     an issue of money.

24                   Did you recall him telling you before  
25     July 7 in 2017 that he was tight on cash or short

1 on cash?

2 A No, no.

3 Q No. Okay.

4 Now, when you made a -- when you made  
5 the July 7 offer, you said that --

6 A Can -- can I answer? I mean, can I  
7 elaborate on what I just said?

8 Q What?

9 A About the -- the issue about not  
10 having -- the issue about the money, because --

11 Q Either you remember the conversation or  
12 you don't remember --

13 A Yeah. Then -- then also produced the  
14 bank statements a couple of months later, 2-, 3-,  
15 \$4 million, having the funds to buy the property,  
16 so I don't know --

17 Q Have you ever --

18 A -- if he had the money or not, but he  
19 produced a few million dollar bank statements that  
20 he does have the money.

21 Q Yes, that's true.

22 Did you ever produce bank statements  
23 showing you had the money to buy?

24 A We didn't get that far into the deal,  
25 but yes, we do have bank statements, but we didn't

1 produce them.

2 Q Did you ever offer to -- to do -- strike  
3 that. I'm going to go back.

4 So when you -- when you made your offer  
5 to buy on July 7, you -- you knew that the -- you  
6 knew that the brokers had valued the property at  
7 over \$6 million; right?

8 A Initially, yes.

9 Q Over 6 million before that; right?

10 A Right.

11 Q And after you made the offer, isn't it  
12 true that Mr. Golshani asked you, if -- if he  
13 accepted the offer, how much money that you -- or  
14 he bought you out, how much money each of you  
15 would get?

16 A If he bought me out?

17 Q Didn't Mr. Golshani ask you to -- to --  
18 to set forth what you thought each person would  
19 net if you bought him out or he bought you out?

20 A We discussed that, yes, sir.

21 Q And you never provided him with that  
22 information, did you?

23 A Yes, I did.

24 Q Did you do it in writing?

25 A Yes, I sent it by e-mail; and also he

1 came to my office and he was questioning how the  
2 calculations are, and we went through that  
3 together.

4 Q And he told you that he was going to  
5 have an appraisal, right, performed?

6 A I don't recall when he said that, but  
7 when I was in the coffee shop after he got the  
8 appraisal, I asked him to provide it, and he never  
9 provided it.

10 Q He told you before he got an appraisal  
11 that he was going to have one performed; right?

12 A As I said, I don't remember whether he  
13 said inspection or -- or appraisal, but he might  
14 have, yes.

15 Q Well, let me see.

16 MR. LEWIN: Let me mark this Exhibit 42.

17 MR. SHAPIRO: Has this been produced  
18 previously?

19 MR. LEWIN: No, it has not.

20 MR. SHAPIRO: Your Honor, same  
21 objection.

22 BY MR. LEWIN:

23 Q This is an e-mail dated July 21, 2017.

24 A Yes, this is mine. Yes.

25 Q You received this; right?

1 A Yes.

2 Q Okay.

3 THE ARBITRATOR: There's an objection  
4 that hasn't been produced before. What's the  
5 response?

6 MR. LEWIN: There was no need to produce  
7 it if he admitted that he -- that he was told that  
8 there was going to be an appraisal. He was  
9 wishy-washy, so I produced it now.

10 MR. SHAPIRO: Your Honor, it's trial by  
11 ambush. It's inappropriate.

12 MR. LEWIN: It's only -- I'm only  
13 obligated to produce documents that I think I'm  
14 going to use in my -- in my main case. If he  
15 doesn't -- if he doesn't tell the truth or he is  
16 evasive, then I have to use documents that I  
17 haven't produced. I expect him to tell the truth.

18 MR. SHAPIRO: Well, that's not true.  
19 You're supposed to produce all documents.

20 MR. LEWIN: No, I don't think so.

21 MR. SHAPIRO: I understand that the  
22 rules are relaxed, but this constant barrage of  
23 documents that have never been produced is getting  
24 tiresome, and it's inappropriate.

25 MR. LEWIN: These are documents that

1 your client has. This is not like a document from  
2 a third party. Your client -- these are documents  
3 that come --

4 MR. SHAPIRO: So produce them.

5 MR. LEWIN: Okay. I've already --

6 THE ARBITRATOR: Well, here's -- here's  
7 the tentative ruling of the Arbitrator, and then  
8 we'll try to bring this to ground for a final  
9 ruling.

10 I'm inclined not to admit this as  
11 affirmative evidence, because it should have been  
12 produced as affirmative evidence. And it has not  
13 been premarked and -- and exchanged prior to  
14 hearing, and that is admitted.

15 Accordingly, it is not automatically  
16 under my prior rulings admitted. Therefore,  
17 taking it as a matter of how it's coming up now,  
18 this does not appear to be impeachment material,  
19 but only something that you might put in front of  
20 the witness to refresh his recollection. But that  
21 does not mean that it's in evidence and it is not  
22 received in evidence.

23 MR. LEWIN: Very well. I accept that.

24 THE ARBITRATOR: Objection's sustained  
25 subject to my explanation.

1 BY MR. LEWIN:

2 Q Does this refresh your recollection that  
3 Mr. Golshani told you in advance he was going to  
4 get an appraisal?

5 A Yes.

6 Q And then -- and then you had a meeting  
7 with him and you asked him for -- what the  
8 appraisal was and he told you the number; right?

9 A He told me a range and I asked him to  
10 produce the appraisal, to give me the appraisal.  
11 He never did.

12 Q Did you offer to pay for it? Yes or no?

13 A It wasn't -- it wasn't discussed about  
14 payment.

15 Q Did you say, look, let me have the  
16 appraisal -- well, I'll withdraw --

17 A If the appraisal is --

18 Q I withdraw the question. I withdraw the  
19 question.

20 You had all the time in the world to do  
21 your own appraisal before you made the July 7  
22 offer; right?

23 A I never did an appraisal.

24 Q You had all of the time in the world to  
25 do an appraisal before you made your July 7 offer;

1 right?

2 A I had time before, but I never did that.

3 Q And you had -- according -- you had  
4 plenty of money to pay for an appraisal; right?

5 A He had the money to pay the appraisal.

6 Q You had the money yourself to pay for  
7 your own appraisal; right?

8 A Yes.

9 Q And you were in contact with the brokers  
10 who told you how much the property was worth;  
11 right?

12 A I had the broker's opinion, which I  
13 shared with Ben, and it turned out that that level  
14 of the broker's opinion was not correct because  
15 the property did not trade, did not sell. Not  
16 only didn't sell, it didn't produce any offers.

17 Q Okay. And that was at -- that was  
18 the -- at what price?

19 A That's the one with Cushman & Wakefield,  
20 around the 6 million range.

21 Q Okay. So the appraisal -- and the -- so  
22 the appraisal then -- you've seen the appraisal  
23 now; right?

24 A Now I've seen it, yes.

25 Q And it's more than 6 million; right?

1 A No. It's around 4 million 7.

2 Q That's only for -- that's only for a  
3 portion of the properties; right?

4 A Right, for the Vegas properties.

5 Q And when you add in the other property,  
6 it's the -- when you add in the other property,  
7 the total value, which -- worth a million-five;  
8 right?

9 A That does not have an appraisal on it.

10 Q Well, you had an offer for a  
11 million-five?

12 A A million -- in the million-six, I  
13 think, and change.

14 Q Okay. So that would bring -- that would  
15 bring the value to more than 6.3 million; right?

16 A Correct.

17 Q Okay. So -- but when Mr. Golshani asked  
18 you if there was any deferred maintenance on the  
19 property, when he was considering how to respond  
20 to your offer, what did you tell him?

21 A He asked whatever document we have to be  
22 e-mailed to him, which I e-mailed to him.

23 Q Did Mr. Golshani ask you if there was  
24 any deferred maintenance on the properties when he  
25 was considering whether or not to --

1           A     Yes.  We --

2           Q     -- take your offer?

3           A     Yes, we discussed that.

4           Q     And what did you tell him?

5           A     I told him take a look at the roof and

6     look at the air-conditioning, some of the vacant

7     spaces, they need to be tuned up.

8           Q     Did you tell him anything else?

9           A     I don't remember specifics, but, like,

10    the vacant units need to be fixed, like, the

11    tenant improvements, outside parking -- a few

12    items in the -- in the business park.

13          Q     Well, you told him that the roofs were

14    very old and they ultimately needed a new roof;

15    right?

16          A     Yes.

17          Q     And you told him the other systems, such

18    as the air -- HVAC system are mostly original and

19    old, and -- and you haven't put any new

20    air-conditioning at the property; right?

21          A     Yeah.

22          Q     And you need to change the

23    air-conditioning system; isn't that correct?

24          A     Yes.

25          Q     And you told him that Unit 72 needs a

1 complete remodel; right?

2 A It was an old unit that needs remodeled,  
3 yes.

4 Q And you told him that the wall  
5 separating the property in the back is broken and  
6 needs to be demolished and rebuilt; right?

7 A It needs to be rectified, yes.  
8 Separating --

9 Q You told him it needs to be  
10 demolished -- demolished and rebuilt; right?

11 A But either you could demolish it or  
12 rebuilt it or you could rectify it, but this is  
13 the wall separating the property from the  
14 neighboring property, yes.

15 Q And you needed -- you needed doing a --  
16 you needed a general cleanup; right?

17 A Yeah, of course.

18 Q And the dance studio has moved out and  
19 has filed a lawsuit -- and you filed a lawsuit  
20 against her?

21 A Yes. Whatever information is about the  
22 property that Ben asked me, I reported to him.

23 Q Okay. So you were telling him that the  
24 property was in bad shape to support your  
25 \$5 million offer; right?

1           A     It -- you're characterizing it  
2     incorrectly. He asked me about the condition of  
3     different items, and I answered.

4           Q     How much would it cost to replace the  
5     air-conditioning system for 72 units?

6           A     For 72 --

7           Q     Strike that.

8                     How much did you estimate it would cost  
9     to replace the air-conditioning system?

10          A     The air-conditioning units you don't  
11     replace. You replace or repair them as -- as the  
12     need comes up.

13          Q     Well, didn't you tell him that you need  
14     to change -- that you need to -- you need to  
15     change the HVAC units under -- on the original  
16     systems on the property?

17          A     Over time. You don't -- you don't need  
18     to change something that is still working.

19          Q     And how much would it cost to change all  
20     of the systems -- all of the systems in the  
21     property, including the HVAC?

22          A     You mean the HVAC systems?

23          Q     Other systems such as the HVAC. I'm  
24     assuming you're now talking about electrical and  
25     other systems.

1           A     The other systems you don't need to  
2     change. The HVACs are old. As they start not  
3     working or going out, you change them.

4           Q     Okay. Well, you told him they needed to  
5     be changed.

6                     How much did you estimate it was going  
7     to cost to change them?

8           A     I don't remember how many units. We  
9     have to calculate how many units there are and get  
10    a price and tonnage and so forth and --

11          Q     All right. So -- and you -- didn't you  
12    tell him that to justify your \$5 million offer,  
13    that there was a lot of deferred maintenance on  
14    the property?

15          A     As I said, I listed whatever I  
16    thought -- he asked me whatever is in there. I  
17    made a list and e-mailed it to him.

18          Q     Now, I'm going to --

19                   THE ARBITRATOR: I don't want to get too  
20    much into this because you're allowed to  
21    cross-examine and to accept and move on as you  
22    want. But the Arbitrator feels that in order to  
23    get what the Arbitrator needs to make a correct  
24    and just award, you need to comply with my  
25    requirements for cross-examination.

1 And so on the basis of that, I'm asking  
2 you, what is the question that you just thought  
3 you were answering?

4 THE WITNESS: I was answering the  
5 question that how much it cost to change the  
6 air-conditionings. I did not run any analysis of  
7 how many air-conditionings are there, what is  
8 their cut sheet or tonnage of the specifications.  
9 I need all of that information to add up and get a  
10 GC's opinion, HVAC contractor's opinion, as to the  
11 total cost it needs to be changed. So that's  
12 one --

13 THE ARBITRATOR: Well, I don't want to  
14 get into a conversation --

15 THE WITNESS: That's one part.

16 THE ARBITRATOR: -- with you about that.

17 THE WITNESS: The other part --

18 THE ARBITRATOR: I don't think that that  
19 was responsive to the question that the Arbitrator  
20 thought was asked.

21 Why were you giving that kind of  
22 information to Mr. Golshani?

23 THE WITNESS: It was a -- it was in  
24 response to his request about whatever is going on  
25 with the property, whatever is wrong with the

1 property.

2 THE ARBITRATOR: Okay. That is not --

3 THE WITNESS: He wanted a list of all of  
4 the --

5 THE ARBITRATOR: -- and not in response  
6 to what the Arbitrator's understanding of the  
7 question was, was that you were giving that  
8 information in response to justify --

9 THE WITNESS: No.

10 THE ARBITRATOR: -- your offer price.

11 THE WITNESS: No. No.

12 THE ARBITRATOR: It was -- it had  
13 nothing to do with that?

14 THE WITNESS: It was nothing to do with  
15 that.

16 THE ARBITRATOR: All right. Thank you.

17 THE WITNESS: The issue, I think, if  
18 I'm -- again, I'm assuming that -- is that Ben  
19 wanted that information to provide to the  
20 appraiser or the inspector as a part of their due  
21 diligence to come up with an appraisal value.  
22 Because usually when you have an appraisal, the  
23 appraiser sends you a questionnaire and they want  
24 to know more about the property systems, their  
25 age, when was it changed, when the roof was

1 repaired or replaced. And, again, this is my  
2 assumption that Ben wanted that information from  
3 me because he was managing the property, to what  
4 extent I knew about them, so he can pass them to  
5 that -- to the appraiser so the appraiser can take  
6 that into account.

7 BY MR. LEWIN:

8 Q When you -- when you made your  
9 \$5 million offer, did you consider the fact that  
10 there was deferred maintenance on the property and  
11 you were going to have to spend money? Yes or no?

12 A Yes. We always -- yes, we always do  
13 that. Yeah.

14 Q And did you think that -- that the  
15 air -- that replacing the air-conditioning systems  
16 on the property, if you had to replace them all,  
17 would cost more than a half million dollars?

18 MR. SHAPIRO: Objection. Calls for  
19 speculation.

20 THE WITNESS: I have to speculate on  
21 that, because I don't know how many units are on  
22 the rooftops and what is the tonnage. That needs  
23 a calculation. I can't just sit here and answer  
24 you accurately.

25

1 BY MR. LEWIN:

2 Q So as the manager --

3 THE ARBITRATOR: Objection overruled.

4 BY MR. LEWIN:

5 Q So as the manager of the property, you  
6 don't know how -- you never took into account how  
7 much it was going to cost to replace the HVAC  
8 systems on all of the properties?

9 A No. I just explained that. The HVACs  
10 do not need -- do not need to be -- not to be  
11 replaced. They're all working. So usually when  
12 they go bad, as they go bad one by one, you either  
13 change the compressor or you change the whole  
14 unit, and you go on.

15 You just don't take the initiative to go  
16 and change all of the working air-conditionings  
17 just because you want to. That doesn't make much  
18 sense.

19 Q But you believed over time you were  
20 going to have to change them all?

21 A This is -- this is true for every  
22 property, for any property.

23 Q Okay. And did you ever calculate when  
24 you made your \$5 million offer how much money you  
25 were going to have to spend to take care of the

1     **deferred maintenance?**

2             A     No.

3             MR. LEWIN:   Okay.   Just -- I have one  
4     more question -- one more question, and then I  
5     think Mr. LeGrand is here, so I thought we might  
6     take him out of order.   But I think Mr. Shapiro --

7             THE ARBITRATOR:   Will this conclude your  
8     cross --

9             MR. LEWIN:   No.

10            THE ARBITRATOR:   -- or do you want to  
11   suspend it?

12            MR. LEWIN:   I'll suspend it.

13            THE ARBITRATOR:   Okay.

14            MR. LEWIN:   But I just have a couple --  
15   one more -- a couple of questions that I wanted to  
16   ask Mr. Bidsal.

17   BY MR. LEWIN:

18            Q     Mr. Bidsal, if you could look at  
19   Exhibit 29.   And if you could turn to page 10,  
20   that's the part that has the purchase rights among  
21   members.

22                    Do you see that?

23            A     Yes.

24            Q     And you see that -- remember, we looked  
25   at the November 29 version from Mr. LeGrand and

1 where it said -- for example, where it said in  
2 Section 4, it referred to Section 7.1 has been  
3 changed to Section 4.2.

4 Do you see that?

5 A Yes.

6 Q Okay. And your testimony is you didn't  
7 make that change?

8 A I did not.

9 Q All right. Then it goes -- but you read  
10 this -- you read this section -- this whole  
11 section here carefully before you signed this  
12 document; right?

13 A Yeah, I looked at it and I signed it,  
14 yes.

15 Q And you actually read it -- you read  
16 what Mr. LeGrand had sent you in the e-mail, and  
17 then you looked at this to make sure it was the  
18 same; right?

19 A No. You're mischaracterizing the  
20 events.

21 Q Okay. Now -- but let's take a look at  
22 the last paragraph, the paragraph right above  
23 Section 4.3.

24 A Okay.

25 Q You read this before you signed it?

1 A Yes.

2 Q All right. And it -- it says -- it says  
3 in the context of what we're here about, you are  
4 the offering member; right?

5 A Yes.

6 Q And it says -- did you under -- when it  
7 said, "The specific intent of this provision is  
8 that once the offering member presents"--  
9 "presented his or its offer to the remaining  
10 member, then the remaining member shall either  
11 sell or buy at the same offer price or fair  
12 market"-- "or FMV if appraisal is revoked and  
13 according to the procedures set forth in  
14 Section 4."

15 You read that before you signed that?

16 A Yes.

17 Q And when you said -- and when it said  
18 "the same offer price," what did you understand  
19 that meant?

20 A So you need to read this paragraph with  
21 the paragraphs above it.

22 Q No. I need you to tell me what you  
23 thought the "same offer price" meant.

24 MR. SHAPIRO: I'm going to object,  
25 Your Honor. He asked a question. The witness was

1     answering the question, and he cut him off in the  
2     middle of the answer, not allowing the witness to  
3     answer. If he's going to ask a question, let the  
4     witness answer.

5                 THE ARBITRATOR: I'm not going to  
6     respond to that except to say let's start with the  
7     beginning of Mr. Bidsal's answer without  
8     interruption, please, to its conclusion. Let's  
9     see whether it's responsive or helpful.

10                MR. LEWIN: Okay.

11                THE WITNESS: Okay. So basically you  
12     need to read that paragraph in conjunction with  
13     the paragraphs above it. So you need to read that  
14     with the -- the paragraph above that that says,  
15     the remaining member's option. The remaining  
16     member shall have 30 days within which to respond  
17     in writing to the offering member by either Roman  
18     Numeral I or II, making those elections, the first  
19     one or the second one.

20                If he makes the election on the first  
21     one, which means accepting the offering member's  
22     purchase, then when you go to the specific intent  
23     paragraph, the -- the offering member buys the --  
24     their initial interest.

25                If the remaining member selects the

1 Roman Numeral II, rejects it and makes a  
2 counteroffer, then at that time, based on his  
3 counteroffer, he needs to go to the FMV process,  
4 go through the appraisal process, cooperate with  
5 the offering member in selecting the appraisers,  
6 come to a conclusion of the appraisal. And then  
7 you go back to the paragraph of intent, and that's  
8 where you say, okay, the offering member would  
9 sell it to the remaining member based on the FMV  
10 obtained if the appraisal is involved.

11 So Roman numeral II is in conjunction  
12 with FMV if the appraisal is involved. So those  
13 two go together and the Roman numeral I goes with  
14 the first portion of the paragraph of intent.  
15 That means basically the offering member gets to  
16 buy it.

17 BY MR. LEWIN:

18 Q And the only person who can invoke the  
19 appraisal is the remaining member, right? Yes or  
20 no? Yes or no?

21 A Under that provision -- under that  
22 provision, yes.

23 Q Okay. Well, so when it says "buy or  
24 sell at the same offer price," paren, "or FMV if  
25 appraisal is invoked," if no appraisal is invoked,

1 what did you understand the same offer price to  
2 be?

3 A So you have to parse that paragraph.  
4 That whole paragraph needs to be parsed into two  
5 sentences. The first option is to sell. If the  
6 offering member is buying it and the remaining  
7 member is selling it, the remaining member is  
8 making an election under Roman numeral I or "I".  
9 And so you have to put those two in conjunction  
10 with each other. That's how you read them  
11 together. Okay?

12 So if that's the case, then the offering  
13 member gets to buy, because the remaining member  
14 already accept it, the -- the offering member's  
15 price. Remember, the offering member is offering  
16 to purchase, it's not to sell. So since he's  
17 buying, then "acceptance" -- Roman numeral I,  
18 "acceptance of the offering member," means  
19 acceptance to sell to the offering member. He's  
20 already -- his offer is to purchase. Okay?

21 So that's one -- one option. The second  
22 option is if the remaining member selects the  
23 Roman numeral II, basically says, I'm rejecting  
24 your offer, I'm going to give you a counteroffer,  
25 then the counteroffer falls into the specific

1 intent paragraph, which means FMV is invoked and  
2 the appraisal is needed.

3 Q It doesn't -- it doesn't -- well, first  
4 of all, that's not what it says here, does it? It  
5 says -- it says, "At the same offer price or FMV  
6 if appraisal is invoked."

7 Now, let me just ask you a question.  
8 Did Mr. Golshani invoke appraisal?

9 A No. But he made the counteroffer, and  
10 his counteroffer requires him to get the appraisal  
11 done.

12 Q It says "If appraisal is invoked."  
13 Okay. So let me just ask --

14 A I just answered.

15 Q -- if Mr. Golshani did not -- accepted  
16 your offer or didn't do anything, what would be  
17 FMV?

18 A If he didn't --

19 Q Just please answer my question.

20 MR. SHAPIRO: Would you -- Your Honor,  
21 he -- he asks a question, Shawn gets half of a  
22 word out, and he interrupts him.

23 MR. LEWIN: Well, because --

24 MR. SHAPIRO: He doesn't even let him  
25 start the question -- or the response.

1 MR. LEWIN: I'm asking -- I'm asking  
2 questions --

3 MR. SHAPIRO: It's badgering the  
4 witness.

5 MR. LEWIN: I'm asking --

6 THE ARBITRATOR: It's not badgering the  
7 witness. I think we're in a situation that's not  
8 going to be further characterized by the  
9 Arbitrator except to just repeat. Please allow  
10 the witness to make his answer.

11 MR. LEWIN: Okay.

12 THE ARBITRATOR: If you think it's not  
13 responsive, you can decide what you want to do  
14 with it after that, including if you think  
15 appropriate to continue to try to get an answer,  
16 to seek the Arbitrator's assistance, or whatever  
17 is appropriate, but let him complete his answer.

18 BY MR. LEWIN:

19 Q Okay. If -- the question was, if -- on  
20 your \$5 million offer, what would be the purchase  
21 price if Mr. Golshani didn't do anything, he  
22 didn't respond at all?

23 A It would become nonresponsive and it  
24 would be the \$5 million as a price, fair market  
25 value price.

1           Q     And -- and if a -- if an appraisal was  
2     invoked, what would be the -- let's start with  
3     what would be the FMV?

4           A     That would be the -- FMV obtained based  
5     on the definition in Section 4.2.

6           Q     In other words, the FMV, if an appraisal  
7     was invoked, the purchase price would be decided  
8     by appraisal; right?

9           A     Correct.

10          Q     Okay. And nowhere in this document does  
11     the -- does it give the offering member the right  
12     to invoke the appraisal process; is that correct?

13          A     Yeah, independent, on his own, if the  
14     offering -- if the remaining member doesn't --  
15     doesn't counteroffer, no. But as soon as the  
16     remaining member makes an election based on the  
17     Roman numeral II by giving the counteroffer, then  
18     he needs to continue with the rest of that  
19     sentence and complete an appraisal based on FMV.

20                 Now, in this case, the -- the  
21     counteroffer did not -- did not -- was not  
22     complete. Because in order for it to be complete,  
23     it also needs to follow the rest of that  
24     procedure, meaning to obtain FMV based on  
25     appraisals. He just made a counteroffer without

1 following the procedure.

2 Q Point out the language where it says --  
3 or you believe it says that a -- that a  
4 counteroffer -- that if the remaining member  
5 accepts your price and chooses to buy instead of  
6 sell, that an appraisal is necessary.

7 A Because he --

8 Q Just point out the language, please.

9 A I'm going to -- I'm going to -- that's  
10 Roman numeral II. Because the letter that Ben  
11 sent, he said that, "I'm rejecting your offer, I'm  
12 making a counteroffer." So he's rejecting my  
13 offer, he's making a counteroffer. The only way  
14 that you can fit his counteroffer is Roman numeral  
15 II, saying -- in fact, that was in the language of  
16 Mr. Ben in his letter, saying that "I'm rejecting  
17 the" -- "your offer and we are making a  
18 counteroffer to buy your interest," blah, blah,  
19 "at fair market value."

20 FMV, according to the -- FMV is a  
21 defined word. It's defined in the above paragraph  
22 that's a medium of two appraisals. And it's  
23 further defined in Section 4.1, which refers,  
24 again, back to 4.2 as a defined term.

25 Q So what is -- what is the -- so what is

1 the -- what do you interpret the words to mean  
2 "same fair market value" in Roman numeral II? Do  
3 you see it says, "Counteroffer to purchase the  
4 interest of the offering member based upon the,  
5 quote, same fair market value" --

6 A Because he put --

7 Q -- paren, "FMV"; correct?

8 A Yeah, because the FMV is a defined word  
9 here and defined in the above sentence -- or  
10 paragraph saying that it is a -- it is a medium of  
11 two appraisals.

12 MR. LEWIN: I would like to call  
13 Mr. LeGrand at this point and suspend my  
14 cross-examination, if that's okay.

15 MR. GOODKIN: Your Honor, may I inquire  
16 as to how much time he has left with this witness?  
17 Maybe it would be better just to finish this  
18 before he continues with Mr. LeGrand so we can  
19 bring some sort of orderly organization to this.

20 THE ARBITRATOR: Let's go off the record  
21 to discuss. Without objection, we're off the  
22 record.

23 (Whereupon, a recess was taken.)

24 THE ARBITRATOR: Back on the record.

25 We've had an off-the-record

1 conversation, and with both sides' counsel having  
2 the opportunity to make a statement on the record.  
3 Based on an estimate of 15 to 20 minutes by  
4 Mr. Lewin for further cross-examination of current  
5 pacing, the Arbitrator believes that it would be  
6 longer than that and, because we have Mr. LeGrand  
7 here, we should probably take Mr. LeGrand right  
8 away. And then -- because we have Mr. Bidsal  
9 here, we'll resume with him at the conclusion of  
10 that.

11 So therefore we are suspending your  
12 cross-examination, Mr. Bidsal, at this time.

13 Do we have Mr. LeGrand available? We'll  
14 call him as a witness.

15 MR. LEWIN: Okay. Thank you. I'll go  
16 get him.

17 THE ARBITRATOR: Off the record.

18 (Whereupon, a recess was taken.)

19 THE ARBITRATOR: Back on the record.

20 We are calling Mr. David LeGrand out of  
21 order, having suspended Mr. Bidsal's  
22 cross-examination in order to accommodate  
23 Mr. LeGrand's schedule so that -- Mr. LeGrand has  
24 been sworn as a witness. And it is the  
25 Arbitrator's understanding that the person who's

1 going to commence questioning will be Mr. Lewin.

2 MR. LEWIN: Yes, Your Honor. And  
3 Mr. Shapiro and I have agreed that if -- when I  
4 have concluded, he'll undertake his own direct of  
5 Mr. LeGrand.

6 THE ARBITRATOR: Okay. So without  
7 objection, then, let us --

8 MR. SHAPIRO: Well, we're just going to  
9 get him done, so ...

10 MR. LEWIN: Yeah.

11 MR. SHAPIRO: Yeah.

12 THE ARBITRATOR: Well, one of the issues  
13 that the Arbitrator would inquire about before  
14 starting questioning is, since it appears -- and  
15 this is more in the way of something ending in a  
16 question mark -- that both sides had an intention  
17 of calling Mr. LeGrand, whether the fact that  
18 claimants are calling Mr. LeGrand out of order and  
19 as part of their case now, they're calling him on  
20 direct.

21 Whether you are -- would insist on  
22 rights of cross-examination in light of that or  
23 whether both of you are going to treat this as  
24 being both on direct or however, if you would just  
25 inform the Arbitrator as to what the ground rules

1 should be as far as you're concerned.

2 MR. SHAPIRO: I think it'll be quicker  
3 if I can do leading questions, so I would request  
4 the ability to do it in -- via cross and just --

5 THE ARBITRATOR: Okay. Let's see how  
6 that goes. And then if we run into a problem,  
7 we'll take it up at that time.

8 Anything else?

9 MR. LEWIN: No.

10 THE ARBITRATOR: Okay. Mr. Lewin.

11

12 Whereupon,

13 DAVID LEGRAND,  
14 was called as a witness, and having been first duly  
15 sworn to testify to the truth, was examined and  
16 testified as follows:

17

18 DIRECT EXAMINATION

19 BY MR. LEWIN:

20 Q And, Mr. LeGrand, you and I have never  
21 met before; is that correct?

22 A That's correct.

23 Q Would you -- would you describe to  
24 His Honor what your background is, please.

25 A I'm an attorney licensed in Nevada and

1 Ohio. I was sworn in the Ohio Bar on

2 November 2nd, 1979; been practicing law ever

3 since.

4 Q And you -- you gave a deposition in this  
5 case?

6 A I did.

7 Q And you produced documents in this case?

8 A I did.

9 Q Would you describe the process of the  
10 production of documents?

11 A Well, production is somewhat  
12 challenging. There were no paper files of any of  
13 these records, so I undertook to go through my  
14 e-mails and my electronic files and did my best to  
15 produce the responsive documents. I clearly  
16 missed a few in the process. I admit it was not a  
17 perfect process. But I did the best I could to  
18 produce all of the relevant materials.

19 Q And is it -- is it correct you first  
20 produced some documents to Mr. Garfinkel by flash  
21 drive?

22 A Yes.

23 Q And then he -- he noticed that some of  
24 the -- some of the documents you produced didn't  
25 have attachments.

1           A     Yeah. There were a number of e-mails  
2     that I had copied. And the e-mails, when copied,  
3     did not include the -- they referenced an  
4     attachment, but you couldn't access the  
5     attachment. So then I went back and tried to  
6     gather the relevant attachments from the  
7     appropriate time periods of those e-mail  
8     references.

9           Q     Okay. So I'm not -- this is not a  
10    matter of criticism. I'm just trying to figure  
11    out -- just trying to figure out the process.

12          A     Yeah.

13          Q     So you first gave Mr. Garfinkel a flash  
14    drive. And then he contacted you and said, no,  
15    we're missing some documents, and you went back  
16    and tried to gather more documents. And he  
17    actually met with you and tried to put some of the  
18    documents together --

19          A     Yes.

20          Q     -- is that correct?

21          A     Yeah.

22          Q     And then those documents were -- been  
23    produced by -- I think it was by -- was it  
24    Dropbox? I think it may have been a Dropbox to  
25    Mr. Shapiro.

1                   Do you know anything about that?

2           A     No.

3           Q     Okay. All right. And the initial --

4     the initial documents that you produced to

5     Mr. Garfinkel on -- on the flash drive, they were

6     not Bates -- were they Bates-stamped?

7           A     No, I didn't Bates-stamp them.

8           Q     Okay. all right.

9           A     I believe Mr. Garfinkel subsequently

10    did.

11          Q     That was after you and he got together

12    and tried to put the e-mails together with the

13    attachments; right?

14          A     To the best of my recollection, yes.

15          Q     Okay. Now, you met Mr. Bidsal when?

16          A     Couldn't tell you. Sometime after -- I

17    would say it was after April of 2010.

18          Q     All right. And just by way of a

19    reference point, if you would -- we have a witness

20    book in front of you.

21          A     Yeah.

22          Q     By way of a reference point, if you

23    would look at Exhibit No. 10.

24          A     Yeah.

25          Q     So at -- up through this point, up

1 through June 27, was it your understanding that  
2 you were just representing Mr. Bidsal and the LLC,  
3 Green Valley?

4 A Well, it started with Green Valley, I  
5 think. That was where we started. But there  
6 was -- it was Green Valley and another company.

7 Q Country Club?

8 A Country Club, yeah. And those pretty  
9 much were on somewhat parallel tracks.

10 Q But through June 27, is it correct that  
11 you had not spoken with Mr. Golshani?

12 A That's true.

13 Q All right. So any information you got  
14 about Green Valley or Country Club would have come  
15 from Mr. Bidsal; right?

16 A Yes, sir.

17 Q And in terms of what the percentage  
18 ownership was, the member percentage ownership as  
19 opposed to the capital contributions, that would  
20 have come from whom?

21 A At that point, it came from Mr. Bidsal.

22 Q Okay.

23 A I hadn't spoken with Mr. Golshani.

24 Q Right. Fair enough.

25 Now, in your -- in some of your e-mails

1 that we see, you use the terminology "OPAG."

2 What does that stand for?

3 A Operating agreement for a limited  
4 liability company.

5 Q And on -- if you could turn on -- turn  
6 to page -- I mean, turn to Exhibit 13.

7 If you'll -- this references a meeting  
8 with Mr. Bidsal and Mr. Golshani on July 21st.

9 Is it -- would that accurately reflect  
10 the date you met with them?

11 A I'm sorry, it -- as I sit here today, I  
12 couldn't tell you. But my invoices are generally  
13 fairly accurate. I don't make a habit of putting  
14 wrong dates down, but it could happen.

15 Q And is it -- but that would have been  
16 the first time you met Mr. Golshani?

17 A Yes.

18 Q Do you remember if you spoke to him  
19 before July -- before this date?

20 A I don't.

21 Q Okay. And during -- during that  
22 meeting, was there a discussion about the -- about  
23 Mr. Golshani and Mr. Bidsal wanting a forced  
24 buy/sell provision in the operating agreements for  
25 Green Valley and Country Club?

1           A     I have no direct recollection of the  
2     substance of that meeting. I can say that I  
3     believe so, because we subsequently worked on  
4     language for buy/sell, and I'm sure the topic came  
5     up. But I have no recollection today of the  
6     details of that conversation.

7           Q     The issue about -- okay.

8                     So is it fair to say that both  
9     Mr. Golshani and Mr. Bidsal wanted to have you  
10    include a force buy/sell in the agreements?

11          A     I don't know what you mean by a forced  
12    buy/sell, but we unquestionably wanted to have  
13    buy/sell language in the operating agreement.  
14    It's a very normal provision to include when you  
15    have more than one partner in a -- in a company.

16                 THE ARBITRATOR: Does it help at this  
17    point to have any clarification without the use of  
18    the word "forced" as -- let me just have a quick  
19    conversation with the witness.

20                     Was the subject of conversation in  
21    drafting about a contractually-required election  
22    by the offeree member to buy or sell? That he had  
23    the election having been presented with an  
24    offer --

25                     THE WITNESS: As of July 21 --

1 THE ARBITRATOR: -- to elect to either  
2 buy or sell? Was there --

3 THE WITNESS: I don't believe --

4 THE ARBITRATOR: Was that the subject  
5 matter of what you were discussing? Or if that's  
6 not correct, give everybody your best  
7 understanding as to what was the subject of your  
8 conversation, negotiation, and drafting so we're  
9 all kind of on the same page.

10 THE WITNESS: Okay. Well, as of  
11 July 21, I don't believe our conversation  
12 addressed the concept you just described of a  
13 compulsory sale following an offer by a member. I  
14 believe, to the best of my recollection, that  
15 evolved in subsequent months. And basically I was  
16 drafting at that point what I would consider a  
17 fairly plain, vanilla style of buy/sell.

18 THE ARBITRATOR: Okay. Let's see what  
19 Mr. Lewin and other counsel want to do with that,  
20 if anything.

21 MR. LEWIN: Okay. So if I could -- I  
22 only have one copy. But I don't even think we  
23 have the original of his deposition back.

24 Did you ever get the original of his  
25 deposition back?

1 MR. SHAPIRO: I didn't notice it, so I  
2 guess Mr. Garfinkel has it.

3 MR. LEWIN: Okay. As far as we know, we  
4 never got it back.

5 Can I just read parts of his deposition  
6 so we can see if that refreshes his recollection,  
7 or should I just hand it to him?

8 THE ARBITRATOR: What does Mr. Shapiro  
9 say? Do you have anything in the way of a copy?

10 MR. SHAPIRO: Yes.

11 THE ARBITRATOR: Do you want to talk  
12 about that, or should we just move forward and see  
13 whether there's an objection?

14 MR. SHAPIRO: Typically the questions  
15 are asked before you start reading into the record  
16 what was said in deposition.

17 THE ARBITRATOR: Typically so. And  
18 sometimes even before that, when we're in a  
19 situation where we are, where there is no official  
20 copy before us, I just want to make sure that  
21 everybody is on -- got the same document -- on the  
22 same page. And that was maybe ineloquently put,  
23 what the inquiry of the Arbitrator is.

24 MR. LEWIN: Okay. So I'll just read  
25 parts of his deposition.

1 THE ARBITRATOR: Is it all right to try  
2 to do that without objection? Or what would you  
3 like to do procedurally?

4 MR. GOODKIN: I mean, he's here to  
5 testify. We shouldn't be reading his deposition  
6 transcript.

7 THE ARBITRATOR: It depends on whether  
8 it's the proper use of deposition testimony or  
9 not. He's not a party, so that -- that limits the  
10 use of the deposition. But he hasn't indicated  
11 what his intended use of it is as yet.

12 MR. LEWIN: Well, right now I want to  
13 just refresh his recollection as to what he  
14 testified to.

15 THE ARBITRATOR: All right. So it's for  
16 purposes of refreshing recollection. Go ahead.  
17 Let's see if that works.

18 MR. LEWIN: Or I can put it in front of  
19 him and let him read it and then ask him the same  
20 questions.

21 MR. GOODKIN: Yeah, let's do that.

22 THE ARBITRATOR: All right.

23 MR. LEWIN: Excuse me, Your Honor.

24 BY MR. LEWIN:

25 Q Would you read from -- look at page 31,

1    **lines 4 through 20.**

2            A     I'm sorry, may it please the Court and  
3    everyone, this discussion was in reference to a  
4    specific e-mail in which I had stated I'm unclear  
5    as to discussion at the end of the meeting about  
6    buy/sell. And so the time frame in which I  
7    believe I'm -- I'm discussing the question that I  
8    was asked was, was it your understanding both  
9    Mr. Bidsal and Mr. Golshani wanted a forced  
10   buy/sell?

11           In other words, was this something they  
12   both wanted; correct? My answer was yes, that in  
13   general they had agreed on this, but I don't  
14   believe I was addressing July 21. That was my  
15   sole focus, was I believe that conversation was  
16   later and related to an e-mail that I believe was  
17   somewhat later, but I -- I'm not sure.

18           Q     Okay. Mr. --

19           A     If we reference the e-mail, we can --

20           Q     Okay.

21           A     -- tie down the time frame.

22           Q     All right. So --

23           A     Because this went on for months. I  
24   mean, understand, this went on from, like, July to  
25   December.

1 THE ARBITRATOR: I think the short  
2 answer is, is that the deposition reference does  
3 not refresh his recollection.

4 What's the next question?

5 BY MR. LEWIN:

6 Q Okay. So let's -- so you had a meeting  
7 at -- take a look -- please take a look at  
8 exhibit-- please take a look at Exhibit 12.

9 A Yep.

10 Q This is -- this is an -- this is an  
11 e-mail that we were talking about -- that you were  
12 talking about in your deposition; is that correct?

13 A Yes.

14 Q Okay.

15 A Yeah.

16 Q Okay. This is --

17 A Oh, yes. Okay.

18 Q It's Exhibit 7.

19 A Exhibit 7, okay.

20 MR. SHAPIRO: You're saying it's  
21 Exhibit 7 to his deposition?

22 MR. LEWIN: That's correct. And  
23 Exhibit 7 to his deposition is where it says,  
24 "However, I'm unclear as to the discussion at the  
25 end of the meeting."

1 MR. SHAPIRO: If we could just pause, I  
2 just want to verify that, if we could.

3 THE ARBITRATOR: We will make that  
4 pause.

5 MR. SHAPIRO: Thank you.

6 THE ARBITRATOR: Let us know when you're  
7 ready.

8 MR. SHAPIRO: Thanks. So this -- this  
9 kind of leads back to a prior discussion we had,  
10 because the Exhibit 7 to his deposition is  
11 different than what Exhibit 12 is in the ways that  
12 we previously discussed. So Exhibit 12 is not the  
13 same as Exhibit 7 to his deposition. It's mostly  
14 the same, but it's not the same.

15 MR. LEWIN: Okay. Yeah, the -- the idea  
16 that it's not the same is only because this  
17 exhibit -- this exhibit does not have the -- it's  
18 obviously formatted a little bit differently and  
19 we can show other documents in Mr. LeGrange's --  
20 LeGrand's production that have the same formatting  
21 issues. I looked through them all last night  
22 because of this reference. If I need be, I'll  
23 show you.

24 THE ARBITRATOR: If we need to get into  
25 it --

1 MR. LEWIN: Fine.

2 THE ARBITRATOR: -- we will get into  
3 it --

4 MR. LEWIN: But right now I'm talk --

5 THE ARBITRATOR: -- but if it turns out  
6 that there -- that they're substantially the same,  
7 with no material differences, I'll permit you to  
8 question on the basis of that exhibit.

9 BY MR. LEWIN:

10 Q Okay. Here is Exhibit 7 to your  
11 deposition. It's the same thing as that. The  
12 bottom part is exactly the same, it's just in a  
13 different format.

14 THE ARBITRATOR: Can you see it from  
15 there, Mr. LeGrand?

16 THE WITNESS: Yep.

17 THE ARBITRATOR: You can bring it closer  
18 to you, if you would like.

19 MR. LEWIN: You can take it closer to  
20 you, yeah. Sure, please do.

21 THE WITNESS: No, I'm fine.

22 BY MR. LEWIN:

23 Q Okay. So the -- so in the deposition,  
24 you were asked questions about this e-mail where  
25 you said, "I'm unclear as to the discussion at the

1 end of the meeting about buy/sell."

2 And that -- this e-mail is one day after  
3 the meeting; right?

4 A Yes.

5 Q Okay.

6 A Yes.

7 Q And in your deposition, you indicated  
8 that there was discussions about -- there was --  
9 there was a number of different issues that were  
10 talked about buy/sell, and you were unclear as to  
11 where they were going. Some things had to do  
12 with -- with binding arbitration, some things had  
13 to do with disability, of forced buy/sell.

14 Was this -- and you were uncertain where  
15 was -- uncertain about the conversation; right?

16 A Yes. And this does refresh my  
17 recollection. Thank you.

18 Q And it was your -- was it your  
19 understanding that both at the meeting, regardless  
20 of what triggered a buy/sell, that both Mr. Bidsal  
21 and Mr. Golshani wanted a buy/sell?

22 A Yes.

23 Q A forced buy/sell?

24 MR. SHAPIRO: Object. Asked and  
25 answered. And misstates the testimony.

1 THE ARBITRATOR: Do you understand the  
2 question?

3 THE WITNESS: Well, I do, but --

4 THE ARBITRATOR: Overruled.

5 THE WITNESS: Again, you know, the  
6 introduction of this descriptor, the forced  
7 buy/sell, they wanted a buy/sell provision. In  
8 particular a -- Ben proposed a -- a style of  
9 provision that if a member made an offer, they  
10 needed to be ready to buy or sell at that offer  
11 price. That was the fundamental concept.

12 I mean, there's no force here. There's  
13 no compulsion for anybody to make that offer. So  
14 I -- I just -- I don't like the -- it's not my  
15 preference. It's that I don't believe the use the  
16 word "forced" adequately addresses the content of  
17 what was intended to be drafted.

18 BY MR. LEWIN:

19 Q There were two threads.

20 One was an area where, on a death or  
21 disability -- that's one area where -- because --  
22 and then there was another area where a member  
23 could just make an offer for any reason; is that  
24 correct?

25 A Yes.

1           Q     Whether -- and that would be -- and  
2     under those circumstances, there would be what we  
3     referred to as a forced buy/sell, either -- the  
4     responding member either had to buy or sell; is  
5     that correct?

6           A     Yes.

7           Q     They were both discussed?

8           A     Yes.

9           Q     And just to --

10                  MR. LEWIN:  Jim, would you show him  
11     page --

12                  Mr. Shapiro has already agreed that he  
13     would share his transcript with him.

14                  Page 31, lines 16 through 20.

15                  MR. SHAPIRO:  It's -- well, so  
16     generally, when we use a deposition transcript,  
17     there's a question asked, he says, "I don't  
18     recall," and you say, "Can I refresh your  
19     recollection" --

20                  MR. LEWIN:  I understand --

21                  MR. SHAPIRO:  -- which is not the way  
22     it's happening here.

23                  MR. LEWIN:  I asked him the question.  I  
24     asked him the exact question I'm asking you to  
25     look at -- get him to look at.

1 MR. SHAPIRO: But he gave you the answer  
2 and you said okay.

3 MR. LEWIN: No, he gave a different  
4 answer and I want him to look at it.

5 THE ARBITRATOR: Why don't you give the  
6 **Q and A so that the court reporter can hear it and**  
7 **so can the Arbitrator.**

8 MR. LEWIN: So -- okay.

9 THE ARBITRATOR: Give us the chapter and  
10 verse, page and line, please.

11 MR. LEWIN: Page 31, lines 16 through  
12 20. "Question: Was it your understanding that  
13 both Mr. Bidsal and Mr. Golshani wanted the forced  
14 buy/sell? In other words, this was something they  
15 both wanted; correct?

16 "Answer: Correct" -- I mean, "Answer:  
17 Yes."

18 THE ARBITRATOR: Was that your  
19 testimony?

20 THE WITNESS: Yes, it was.

21 MR. LEWIN: Okay. Fine. All right.

22 THE WITNESS: I still don't like the use  
23 of the word "forced."

24 BY MR. LEWIN:

25 **Q Okay. Thank you.**

1                   Now, if you turn to Exhibit 8, please --  
2       no, pardon me, Exhibit 14. And you can have --  
3       you can have your -- do you have a book with you?  
4       If you want, it's depo -- I think it's the same as  
5       Deposition Exhibit 8.

6                   You -- you sent this e-mail to  
7       Mr. Golshani on August 10; is that correct?

8           A       Yes.

9           Q       And it attached the -- a draft of the --  
10       a revision of the operating agreement?

11          A       Yes.

12          Q       And this, is it -- we have already --  
13       this -- this version of the operating agreement  
14       does not have a forced or mandatory buy/sell  
15       provision; is that correct?

16          A       I don't know.

17          Q       Okay. Well, do you recall that  
18       Mr. Golshani called you and said that he wanted a  
19       buy/sell, not just a right of first refusal to be  
20       included?

21          A       Yes.

22          Q       Okay. And -- and then you -- then you  
23       began to prepare what you -- what you referred to  
24       as a Dutch auction; is that correct?

25          A       Yes.

1 THE ARBITRATOR: What do you mean by  
2 "Dutch auction" in your e-mails?

3 THE WITNESS: What I meant was the  
4 proposition that if a member makes an offer, that  
5 is an offer to buy or sell at that price. And the  
6 other member could either buy or sell at that  
7 price.

8 THE ARBITRATOR: Thank you. Go ahead.  
9 BY MR. LEWIN:

10 Q Okay. And then you prepared -- take a  
11 look at Exhibit 16, would you, please. There's  
12 another version of the operating agreement that  
13 you prepared.

14 And you see you sent -- you sent -- it's  
15 an August 18 e-mail?

16 A Yes.

17 Q That says that you added a Dutch auction  
18 provision.

19 Do you see that?

20 A Yes.

21 Q And if you turn to page -- if you  
22 turn -- actually, there's two -- there's two --  
23 okay. If you turn -- there's actually two  
24 versions here. One is a red line, that doesn't  
25 appear to be a red line like what you're talking

1 about.

2 But if you look to the 16 version, which  
3 is the second part, if you turn to page 12,  
4 there's a Section 7.

5 A Yep.

6 Q It says "Purchase or sell right among  
7 members."

8 And you drafted this; is that correct?

9 A Yes.

10 Q By the way, did Mr. Bidsal tell you,  
11 when you talked about this Dutch auction  
12 provision, that he had a mandatory -- a forced  
13 buy/sell or mandatory buy/sell or a Dutch auction,  
14 that he already had an operating agreement that  
15 contained a provision -- such a provision in it?

16 A I don't recall.

17 Q Okay. And specifically, the -- when you  
18 drafted this Section 7, the -- looking at the  
19 lines -- well, first of all, it provides in it  
20 that, "The offering member shall obtain an  
21 appraisal from an appraisal (sic) and provide a  
22 copy with the offer."

23 Do you see that?

24 A Yep.

25 Q Okay. That was your idea?

1 A I drafted it.

2 Q Okay. Is it fair to say that you don't  
3 have any present recollection, other than what --  
4 except for all of this, what you see on paper?

5 A That's correct.

6 Q So if we asked you about conversations  
7 that you've had with other parties, you don't  
8 remember specific -- most of the time you don't  
9 remember specifically what was discussed; is that  
10 correct?

11 A That's pretty much correct.

12 Q You're just drawing inferences from what  
13 you've written -- from what you've written?

14 A I think that's a fair statement. I  
15 mean, the generalities I remember. The purpose I  
16 remember. Some of the -- some things are a little  
17 brighter than others. But this has been a long  
18 time, and I've done probably, you know, 100, 200  
19 operating agreements since then.

20 Q Okay. Fair enough. We -- I think we  
21 all understand that.

22 But in any case, were you -- looking at  
23 the language here where -- at the last part of  
24 section -- of Section 7.1, the main paragraph  
25 where it says, "The specific intent of this

1 provision is that the offering member shall be  
2 obligated to sell his or its member's interest to  
3 the remaining member or purchase the member  
4 interest of the remaining member based upon the  
5 fair market value of the company's assets."

6 That was your language?

7 A I wrote it.

8 Q Okay. And did that -- when you wrote  
9 this, this was -- you understood that this was to  
10 embody the intent that you understood the parties  
11 wanted, in other words, a mandatory buy/sell; is  
12 that correct?

13 A Yes.

14 Q Okay. Now, by this date, you had had  
15 conversations with both Mr. Golshani and  
16 Mr. Bidsal about this concept; right?

17 A Yes.

18 Q Okay. And Mr. Bidsal, did he give you  
19 any indication he didn't understand the format  
20 about one --

21 A Not to my recollection, no.

22 Q -- member -- meaning one member offers,  
23 the other member either buys or sells?

24 A I would say asked and answered; but to  
25 my recollection, no.

1           Q     Then is it -- then if you turn -- then  
2     if you turn to Exhibit 17, if you'll read that  
3     e-mail -- if you'll read that e-mail, you had --  
4     is it fair to say you began to think about what  
5     you had drafted and that -- the difference between  
6     the two capital accounts?

7           A     I'm sorry, is there a question?

8           Q     Well, is that what you -- did you begin  
9     to think about that, that there was a -- that what  
10    you had proposed did not take into account the two  
11    capital accounts, in other words, that  
12    Mr. Golshani had put in twice -- more than twice  
13    the amount of money that Mr. Bidsal had?

14          A     Yeah, that's clearly a thought -- a  
15    thread that was running through my mind at that  
16    time.

17          Q     Okay. So what -- so you -- you said  
18    I -- it says -- you said you -- what you had --  
19    you said, "I can write that provision, but I'm not  
20    sure it makes sense because Ben has more than  
21    double the capital."

22                So ultimately you decided that it needed  
23    to be something else added if they were going to  
24    have this -- what we call a forced buy/sell; is  
25    that correct?

1 A Well, I was raising the issue with them.

2 Q Okay. And then you sent -- and then you  
3 sent -- you sent a -- if you look at -- and with  
4 this e-mail, you sent a draft of the -- a draft of  
5 the operating agreement that eliminated that --  
6 that prior Section 7.1.

7 Is that -- do you recall that? I think  
8 it's generally agreed that it doesn't include it.

9 A I'm sure the document speaks for itself.

10 Q Fine. Okay.

11 And then -- and turning to Exhibit 18,  
12 if you would, I don't think there's any dispute,  
13 there's no -- the 7.1 is out of that -- out of  
14 that version.

15 Then in -- in Exhibit 18, it refers to a  
16 voicemail that you received from Ben.

17 And is it correct that Ben was calling  
18 you because the buy/sell had -- do you recall what  
19 the -- let me just say, do you remember what the  
20 voicemail said?

21 A No.

22 Q Okay. So -- but your e-mail says, "I  
23 talked with" -- "I got a voicemail from" --  
24 "Saturday regarding buy/sell, and I talked to  
25 Shawn about this. And because your capital

1 contributions are so different, you should  
2 consider a formula or other approach."

3 Do you see that?

4 A Yeah.

5 Q Okay. And then a -- then -- at some  
6 moment in time, you received some -- you did  
7 receive some -- a fax from Ben that had -- that  
8 had a proposed -- some proposed language; is that  
9 correct?

10 A Yes.

11 Q And then we're going to turn to -- if we  
12 can turn to Exhibit 22. And I would just like you  
13 to look at the second -- the last two pages of  
14 this.

15 And this -- is this -- is this what  
16 you -- is this the fax that you received from  
17 Mr. Golshani, if you remember?

18 A Actually, I can't tell you from my  
19 memory. All I can tell you is this is -- it  
20 certainly looks like that which I received, but --

21 Q Okay. And let's go to Exhibit 23, then.  
22 That's fine.

23 Then you sent -- and on November 10, if  
24 you look at Exhibit 23, you said -- you tell  
25 Mr. Bidsal that, "I received a fax from Ben and

1     rewriting it to be more detailed and complete."

2                   So whatever you were -- got from Ben,  
3     you, as the lawyer -- at this point, you're  
4     representing -- you're the company lawyer; right?

5           A     Right.

6           Q     And you're going to be -- you're going  
7     to rewrite it or make -- vet it, so to speak, and  
8     rewrite it and see -- make sure that it works; is  
9     that correct?

10          A     That was the intent.

11          Q     Okay. And then if you look at -- if you  
12     look at Exhibit 24.

13          A     Yes.

14          Q     At the bottom parts of this, it says  
15     that -- it says, "Gents, here is a revised version  
16     of what Ben sent me."

17                   And if you look at the next -- if you  
18     look at the third and -- third and fourth pages,  
19     this is what you -- this is what you sent; is that  
20     correct?

21          A     Yes.

22          Q     And you looked at this -- during your  
23     deposition, you recall you looked at these  
24     documents; right?

25          A     Yeah.

1 Q Was that a "Yes"?

2 A Yes. Sorry.

3 Q And then -- and you sent this to both

4 Mr. Bidsal and Mr. Golshani; right?

5 A Yes.

6 Q And you had indicated that you had --

7 that you had revised it; right?

8 A Yes.

9 Q And that -- and the purpose of telling

10 them that was to let them know that you had looked

11 at it and changed it to what you thought was

12 appropriate; right?

13 A Yes.

14 Q Okay. We're going to go to Exhibit --

15 if you go, then, to Exhibit -- let's see -- 26,

16 which is a November 29, 2011, document -- e-mail.

17 It says, "Ben and Shawn, this version has Ben's

18 Dutch auction language and a buy/sell at fair

19 market value on the death or disability of a

20 member."

21 Do you see that?

22 A Yes.

23 Q And so look at page -- if you look at

24 page -- if you look at page 10 of 28 on this, it

25 appears, from looking at the draft that you sent

1 earlier on -- on the 10th, that you cut and  
2 spliced what you previously sent Ben and Shawn and  
3 put it in here at section -- it says Section 3,  
4 but it's really Section 4.

5 Do you see that?

6 A Yes.

7 Q And does that -- so is this a document  
8 that you sent out on November 29?

9 A It is.

10 Q And this was the last -- was this the  
11 last time that you edited this -- this Green  
12 Valley agreement?

13 A I don't know.

14 Q And the language in the -- the language  
15 in this -- in this -- on this -- on this about the  
16 specific intent, if you could take a look at that  
17 language on specific intent, in that section.

18 A Yes.

19 Q And does that -- does that language  
20 reflect your -- your then understanding of what  
21 the intent of this provision was?

22 A Yes.

23 Q And that was your understanding of what  
24 Mr. Golshani and Mr. Bidsal had wanted you to put  
25 in?

1 A Yes.

2 Q And it was your understanding that they  
3 had both -- that was what they both had agreed to;  
4 right?

5 A Yes.

6 Q And that's why you kept that language in  
7 there; right?

8 A Well, let me say -- I want to try to be  
9 expressly clear about this. Ben and Shawn tended  
10 to deal at strategic levels more than tactical.  
11 And getting focus on tactical, it was -- I have  
12 clients that we go line by line through documents.  
13 And I have other clients that kind of just go for  
14 the highlights.

15 So when you say "their intent," yes, in  
16 general. I was trying to create that which the  
17 two of them were agreeing to in the direction that  
18 I was being given at the time. And I don't recall  
19 any objection from Shawn to this approach. Ben  
20 was pushing for this approach. I had never done  
21 this style before, so this was -- you know, took  
22 some thought. Obviously, it took a lot of time.

23 So I -- I just want to try to be clear  
24 that it wasn't that I had a conversation where we  
25 specifically said, oh, let's put a fair market

1 value exclusion appraisal language into this  
2 sentence. That -- that's not, in general, how  
3 this client operated. So ...

4 Q But the reason you put -- the reason  
5 that you put down a -- the reason you inserted the  
6 specific intent of the parties was to make sure  
7 that there was no question about what the intent  
8 of the parties was; right?

9 A That was what I intend when I put  
10 language like "specific intent," yes.

11 Q And you wouldn't put down -- you  
12 wouldn't have written down something that you  
13 didn't believe was true in this document; isn't  
14 that right?

15 A No, I wouldn't intentionally put  
16 language in that my clients objected to. That's  
17 not good lawyering.

18 Q Okay. Then we can take a look at -- if  
19 you turn to Exhibit 27 --

20 A Okay.

21 Q You said, "Shawn, did you ever finish  
22 the revisions? Ben really wants to get this  
23 finished."

24 Did Mr. Bidsal tell you he was going to  
25 make some revisions to the agreement?

1           A     I don't recall, but I assume so from the  
2     language of the e-mail.

3           Q     But, by the way, just so we can  
4     eliminate this issue about the format of the  
5     documents, this is Exhibit 7 -- pardon me, this is  
6     Exhibit 22 to Mr. LeGrand's deposition. Not only  
7     does it have a Bates-stamp number on it, but it's  
8     in the same funky style, Exhibit 22.

9           MR. SHAPIRO: Well, since he's raised  
10    it, can I respond?

11          MR. LEWIN: So all I want to say is that  
12    this is an example of what we talked about. He  
13    said that he didn't recognize this style, that it  
14    came in differently, so --

15          THE WITNESS: I'll be glad to --

16          THE ARBITRATOR: Let's listen to  
17    Mr. Shapiro, since you raised the issue. I  
18    have -- Mr. Shapiro, if you have something  
19    you're --

20          MR. SHAPIRO: So yeah, I do, because  
21    some of the exhibits have Bates stamps. Those are  
22    clearly from the file. No one disputes that.  
23    Mr. LeGrand authenticated it at his deposition.  
24    But some don't, and that's the concern.

25                 We've already looked at an e-mail where

1 Mr. Lewin has modified the e-mail and introduced  
2 it as if it was from Mr. LeGrand's file, but it's  
3 not.

4 So the fact that that has a Bates stamp  
5 on it just confirms my concern and my position,  
6 which is, there's a file, it has Bates stamps on  
7 it. And anything that doesn't have Bates stamps  
8 on it, we don't know where the document came from  
9 and we don't know how it's been modified. He  
10 could have used that here; he chose not to, which  
11 is fine, that's his choice. But it raises a  
12 concern for me. So that's -- that's my response.

13 BY MR. LEWIN:

14 Q All right. Mr. LeGrand, by the way,  
15 when you -- remember we said that you gave Mr.  
16 Garfinkel a flash drive?

17 A Yeah.

18 Q You also e-mailed him some documents  
19 that you found; isn't that correct?

20 A Yes.

21 Q Okay. All right. Be that -- I just  
22 wanted to point out this particular -- specific  
23 document, because that was one that Mr. Shapiro  
24 had mentioned before.

25 Okay. So -- and if you'd take a look at

1 exhibit -- sorry. Did -- did Mr. -- going back to  
2 this exhibit they were talking about, I'm sorry,  
3 it's Exhibit 27, did Mr. Bidsal tell you what  
4 revisions he was making?

5 A I don't recall.

6 Q And did -- did he ever tell you that  
7 the -- well, let me just show -- let me just show  
8 you Exhibit 41.

9 MR. SHAPIRO: Is this a new exhibit?

10 MR. LEWIN: No, that's the same one that  
11 we -- that we had before. This may have -- you  
12 may have --

13 THE ARBITRATOR: This is 41, where it is  
14 the Arbitrator's recollection that -- the  
15 overruled objection and it's been received in  
16 evidence.

17 BY MR. LEWIN:

18 Q All right. Did Mr. Bidsal -- and  
19 Mr. Bidsal, at one point, told you the agreements  
20 were finished and signed.

21 Do you recall receiving that?

22 A Yes.

23 Q And in between -- do you recall ever  
24 making any changes in between your sending the  
25 November 29 version out and receiving this e-mail?

1 A No, I'm sorry, I don't.

2 Q All right. Thank you. This is my  
3 copies. Thank you.

4 If you'll look at Exhibit 28, it  
5 refers -- you're trying to -- because of the  
6 e-mail, I guess you're trying to get paid. But if  
7 you look at your December 2, 2011, it says you  
8 spent .2 hours, and it says, "Telephone call,  
9 Shawn Bidsal, re: GBC operating agreement,  
10 questions and modifications."

11 This reflects a telephone call that you  
12 had with Mr. Bidsal?

13 A Yes.

14 Q Okay. And do you remember what  
15 questions he raised at this -- in this  
16 December 2nd --

17 A Not at all.

18 Q Do you remember what modifications he  
19 was talking about?

20 A Not at all.

21 Q Okay.

22 MR. LEWIN: Okay. I don't have anything  
23 else.

24 MR. SHAPIRO: I'm going to try and do it  
25 from here. Is that okay? So I just need you to

1 speak up so the -- because you're facing me, which  
2 is directly the opposite way of the court  
3 reporter, so if you could speak up.

4 THE WITNESS: It is rare that my voice  
5 is not heard.

6 THE ARBITRATOR: If I could ask you to  
7 position your body a little bit more facing the  
8 Arbitrator and the court reporter. Thank you.

9 THE WITNESS: Sure.

10

11 CROSS-EXAMINATION

12 BY MR. SHAPIRO:

13 Q I'm going to cover a couple of  
14 preliminary matters, and then I think what I'm  
15 going to do is walk you through a chronological  
16 order of things. I think it helps kind of explain  
17 what happened over this six-month-plus period of  
18 time.

19 The first thing I want to talk about  
20 briefly is your file.

21 It is my understanding that you produced  
22 documents to Louis Garfinkel, that Louis took  
23 those documents, Bates-stamped them, and then gave  
24 them back to you, and that the Bates-stamped  
25 documents that you produced were not a 100 percent

1 complete set, but a fairly complete set of the  
2 documents responsive to the subpoena; is that  
3 accurate?

4 A Except for the part that Lou gave them  
5 to me. I do not have physical custody of those  
6 documents.

7 Q Okay. Do you recall reviewing a  
8 complete set of those documents at your  
9 deposition?

10 A I recall reviewing the documents at my  
11 deposition, yes.

12 Q And the -- based upon that review, were  
13 the documents that were Bates-stamped, to the best  
14 of your recollection, was that a -- a fairly  
15 complete set of documents of your file?

16 A I think so, but, you know, we're talking  
17 about a lot of documents, Jim.

18 Q Sure.

19 A It's hard to know if --

20 Q Well, the reason I ask is because --  
21 turn to Exhibit 10.

22 A Okay.

23 Q Exhibit 10 is quite a few pages. The  
24 first two pages don't have Bates numbers. The  
25 rest of the pages do have Bates numbers. My

1 question to you is, as you sit here today, can you  
2 say that the Bate-numbered documents were attached  
3 to the e-mail that doesn't have Bates numbers?

4 A I have no way to answer that without  
5 going back to the e-mails.

6 Q Okay. And if you turn to Exhibit 12,  
7 the answer would be the same?

8 A Yes. I -- all I can tell you is I did  
9 my best when -- okay. As -- as Mr. Lewin asked, I  
10 downloaded to the drive, the attachments did not  
11 download with the e-mail. So then went through a  
12 process of attempting to attach the relevant  
13 documents from the e-mail -- referenced in the  
14 e-mails to the e-mails. I believe we did a pretty  
15 good job of that. And it may not be perfect, but  
16 I think we did a pretty good job of that.

17 Q And I understand that. And that really  
18 isn't the point I'm driving at.

19 The point that I'm driving at is, that  
20 you can't -- looking at the Bates-stamped  
21 documents, the exhibits that have both Bates stamp  
22 and non-Bates stamp, you can't say if those two go  
23 together or not without spending a lot of time  
24 trying to research your file; is that accurate?

25 A Yes.

1 Q Okay. And that was -- that was the  
2 point I was trying to make.

3 Now, there's two other -- you've got  
4 four binders in front of you. I'm going to need  
5 you to look at the two sets that you haven't  
6 looked at. So if you want to move the other two  
7 somewhere --

8 MR. LEWIN: If I could just -- could I  
9 have my -- have my version of -- of your exhibits  
10 back, please.

11 THE ARBITRATOR: No, just hand them  
12 around the horn here.

13 THE WITNESS: Sure.

14 MR. LEWIN: Thank you.

15 BY MR. SHAPIRO:

16 Q And I'm going to walk you through a  
17 number of exhibits here. We're going to start  
18 with the exhibit binder that says 301 through 340.  
19 If you could turn to Exhibit 304.

20 Now, this is an exhibit that has  
21 exhibits DL2 through 21, which would indicate that  
22 this came from your file; correct?

23 A Yes.

24 Q Okay. And this is an e-mail from  
25 June 17, 2011; correct?

1 A Yes.

2 Q Is that about the time that you started  
3 working for -- or working on the Green Valley  
4 Commerce business entity operating agreement,  
5 whatever, you know, the -- the process of creating  
6 corporate documents for Green Valley Commerce?

7 A I think so.

8 Q Okay. Now, about how -- well, is it  
9 true that you first met Shawn in conjunction with  
10 the Green Valley Commerce business?

11 A I think that was our starting point,  
12 yes.

13 Q Okay.

14 A I had not known Shawn before starting  
15 that engagement.

16 Q Now, Shawn initially sent over to you an  
17 initial subscription agreement. This is starting  
18 on page 2 of Exhibit 304.

19 Do you recall that?

20 A No.

21 Q Okay. Do you recall that he sent you a  
22 document that you had to revise a fair amount on?

23 A No.

24 Q Okay. Do you recall -- or do you know  
25 an individual by the name of Jeff Chang?

1 A I do.

2 Q And do you recall if -- well, do you  
3 recall a conversation between you and Jeff Chang  
4 where Jeff Chang was introducing Shawn and Ben to  
5 you?

6 A No. I remember -- I do remember that  
7 Jeff introduced me to Shawn and maybe Ben, but I  
8 don't think so at the time. But he definitely  
9 introduced me to Shawn.

10 Q Okay. And was that somewhere around the  
11 time when you started working for Green Valley  
12 Commerce?

13 A Yes.

14 Q Okay.

15 A Yeah.

16 Q You had not met Ben Golshani before the  
17 Green Valley Commerce deal; correct?

18 A Correct.

19 Q And you understand that CLA Properties  
20 is Ben's entity; correct?

21 A Yes.

22 Q And CLA Properties is a member of Green  
23 Valley Commerce; correct?

24 A I think that's correct.

25 Q Since the time that you first started

1 working on Green Valley Commerce, you've done  
2 other work for Ben and his entities; correct?

3 A Yes.

4 Q In fact, you've been working for Ben  
5 over the past five years; correct?

6 A I'm not sure that five years is correct  
7 or not, but I've been working on projects with Ben  
8 for a number of years, yes.

9 Q If you had used the five-year number in  
10 your deposition, would that sound accurate?

11 A Yeah. I mean, give or take, yes.

12 Q Okay. And are you currently doing work  
13 for Ben in his entities?

14 A I have no current work projects for Ben.

15 Q But as recent as August of last year,  
16 you were doing work for Ben; correct?

17 A Yes.

18 Q And you were paid for that work;  
19 correct?

20 A Yep. Yes.

21 Q The last time that you did any work for  
22 Shawn or his entities would be in 2013 or '14;  
23 correct?

24 A I think so. It's been a while.

25 Q Now, you just met Rod Lewin here today;

1 correct?

2 A Yes.

3 Q Have you had any conversations with  
4 anyone from his office in the past year?

5 A I don't know. I don't know anybody in  
6 his office.

7 Q Okay. You have had contact with Louis  
8 Garfinkel; correct?

9 A Yes.

10 Q And Louis Garfinkel represents Ben  
11 Golshani; correct?

12 A Yes.

13 Q And you have --

14 A Well, I think he represents Ben, but he  
15 may also represent CLA Properties.

16 Q Okay. So he represents CLA Properties  
17 and Ben?

18 A I think so.

19 Q And you've had conversations with Louis  
20 Garfinkel about Green Valley Commerce; correct?

21 A Yes.

22 Q And you've had conversations, in fact,  
23 with Louis Garfinkel about the exhibits that  
24 Mr. Lewin showed you here today; correct?

25 A Yes.

1           Q     When was the last time you spoke with  
2     Mr. Garfinkel?

3           A     About two days ago. He called me to  
4     tell me that I would not be appearing early, that  
5     I should expect to be here about 1:30 p.m.  
6     yesterday.

7           Q     So Louis Garfinkel was communicating  
8     with you about your testimony here at this  
9     arbitration proceeding?

10          A     Well, he was communicating with me about  
11     the timing of my testimony.

12          Q     Okay. How many times since your  
13     deposition have you talked to Louis Garfinkel?

14          A     Maybe four or five times.

15          Q     And in each of those conversations, were  
16     you talking about this -- the issues in this  
17     arbitration?

18          A     No. We were talking about the timing of  
19     the arbitration and the -- that Mr. Lewin was  
20     going to be issuing a subpoena for me; no  
21     substantive discussion of the issues.

22          Q     All right.

23          A     Procedural matters were being addressed  
24     in our conversations.

25          Q     Okay. If you could turn to Exhibit 304,

1 we're going to go back to that.

2 This is an e-mail that you sent to  
3 Shawn; correct?

4 A Yes, sir.

5 Q And in it you state, "Shawn, attached  
6 please find subscription documents and a draft  
7 OPAG," which I believe is an operating agreement;  
8 correct?

9 A Yes.

10 Q And then you state, "I did not have  
11 Ben's last name nor the address of the office for  
12 GBC."

13 Do you see that?

14 A Yes.

15 Q So at this point, you were aware that  
16 someone named Ben was going to be involved;  
17 correct?

18 A Yes.

19 Q All right. Now, you continue to say, "I  
20 had to do a lot of work to make the operating  
21 agreement work. In the future, I would like to  
22 show you my operating agreements but I crammed the  
23 square peg into this one."

24 Do you see that?

25 A Yes.

1 Q Can you explain what you meant by that?

2 A You know, my -- my experience on --  
3 leads me to evaluate work product. And the  
4 document that Shawn sent me that he had used,  
5 apparently -- I believe he had used it in the  
6 past. It was, in my opinion, needed work and was  
7 not optimal. I would have preferred to have used  
8 my own format from the beginning.

9 Q Okay. Now, you didn't assist in forming  
10 Green Valley Commerce; correct?

11 A I believe that's correct, I did not form  
12 it.

13 Q Okay. Now, the Exhibit 304 is  
14 June 17th. If you could turn to Exhibit 305.

15 Here, this is an e-mail from you to  
16 Shawn, as well; correct?

17 A Correct.

18 Q And you attach a clean and a red-line  
19 copy of an operating agreement; right?

20 A Yes.

21 Q This draft did not include buy/sell  
22 language; is that correct?

23 A I'm not sure.

24 Q Okay. If you want to turn to DL42.

25 Would this be where buy/sell language

1 would appear if it had been included?

2 A Yes.

3 Q And do you see any buy/sell language  
4 there?

5 A No.

6 Q Okay. If you could turn to Exhibit 306.  
7 This is an e-mail from you to Shawn  
8 Bidsal dated July 22nd, 2011, so approximately a  
9 month later; correct?

10 A Yes.

11 Q And the e-mail states you're working on  
12 an operating agreement, will send it shortly.  
13 Consecutively behind this is an operating  
14 agreement.

15 Do you know if that operating agreement  
16 was attached to the e-mail or --

17 A First, I'll say I don't know. And  
18 second, I'll say I don't think so, because my  
19 e-mail says I'm working on it and will send it  
20 shortly, so I don't believe I would have attached  
21 it to this e-mail.

22 Q Okay.

23 A But it may possibly have been attached  
24 to the next e-mail that was some hours later.

25 Q Okay.

1 A But I don't know for sure.

2 Q Okay. You know what, if you look at  
3 Exhibit 307, at the bottom of that page, it  
4 appears there's an e-mail from July 22nd at 11:36,  
5 a.m., which would have been about 30 minutes after  
6 you sent Exhibit 305.

7 A Yes.

8 Q So -- and in it you state you're  
9 attaching a revised operating agreement; right?

10 A Yes.

11 Q Now, that e-mail is addressed to both  
12 Shawn and Ben?

13 A Yeah.

14 Q Okay. Looking at -- let's start at 306.  
15 Was there any buy/sell language in here? And just  
16 for ease of reference, I'll direct your attention  
17 to DL9 -- let's see.

18 MR. LEWIN: Well, hold on.

19 MR. SHAPIRO: Is there an objection?

20 MR. LEWIN: Well, he's referring to an  
21 e-mail in 306 that the witness says was not  
22 attached.

23 MR. SHAPIRO: Well, he did say that the  
24 e-mail may have been attached to a subsequent --  
25 the documents were attached to a subsequent

1 e-mail.

2 BY MR. SHAPIRO:

3 Q So looking at DL95, do you see any  
4 buy/sell language in this?

5 A No.

6 Q Okay. Now, at some point, you prepared  
7 what you referred to as a Dutch auction; correct?

8 A Yes.

9 Q And that occurred -- if you could turn  
10 to Exhibit 311, that occurred in August of 2011;  
11 correct?

12 A To the best of my recollection, yes.

13 Q And the way that you used Dutch auction  
14 is not the way that Google defines it; correct?

15 A Yes. We've -- we've agreed on that.

16 Q Okay. But that was the way you  
17 described the concept that you had in your mind?

18 A Yes.

19 Q Okay.

20 A I'm not sure Google was so efficient  
21 back in the day -- at the time.

22 Q I don't think it was.

23 Now, your Dutch auction language  
24 ultimately was not used in the final operating  
25 agreement that was signed; correct?

1 A Well --

2 MR. LEWIN: Objection. The documents  
3 speak for themselves.

4 MR. SHAPIRO: I didn't refer to the  
5 document.

6 THE ARBITRATOR: Overruled.

7 BY MR. SHAPIRO:

8 Q Okay. Go ahead.

9 THE ARBITRATOR: Have you answered the  
10 question? Do you understand the question?  
11 Because I have overruled the objection to it.

12 THE WITNESS: Well, the -- the language  
13 in the draft of August 18th is not exactly the  
14 language that appears in the final executed  
15 document. It changed over time.

16 BY MR. SHAPIRO:

17 Q Okay.

18 A I believe it contained some elements,  
19 but I'm not even sure, without looking through it.  
20 But it -- definitely it changed over time, yeah.

21 Q Okay. Well, let's -- I'm in  
22 Exhibit 311 --

23 A Okay.

24 Q And I'm looking at page DL211.

25 Now, this is your purchase and sale

1 procedure; correct?

2 A Yes.

3 Q What font is this in?

4 A Times New Roman.

5 Q And do you -- this looks to appear to be  
6 something like 12-point font.

7 A Typical for me.

8 Q Okay. Is that what you use, Times New  
9 Roman 12-point font?

10 A Generally. I use Courier occasionally,  
11 but I prefer Times New Roman.

12 Q All right. And as you modify this  
13 document, you would modify it using Times New  
14 Roman 12-point font; correct.

15 A Typically, yes.

16 Q Okay. There was some additional --  
17 there was a time period -- let me state it this  
18 way.

19 Between August, when your Dutch auction  
20 concept first arose, and some point in October or  
21 November, there was a lot of discussion about your  
22 Dutch auction language; correct?

23 A There was discussion, yes.

24 Q And Ben was not happy with the direction  
25 that that language was going; correct?

1           A     I think that's a fair statement.

2           Q     Okay.

3           A     He was not satisfied. I won't say he

4     wasn't happy. He wasn't satisfied with the

5     language.

6           Q     Thank you.

7                     And at some point, Ben sent to you some

8     language that he was proposing; is that accurate?

9           A     Yes.

10          Q     Okay. And I believe that you

11     testified -- well, actually, turn to Exhibit 321.

12                     Now, this has a Bates-stamp on it from

13     DL; right?

14          A     Yes.

15          Q     This is from your file; correct?

16          A     Yes.

17          Q     And this is your revision to what Ben

18     sent to you; correct?

19          A     I believe that's correct.

20          Q     Okay. And if you look at exhibit -- now

21     I've got to go back to the original binder. I

22     think it was Exhibit 22.

23                     Now, the second and third pages of

24     Exhibit 22, you were asked if this is what Ben

25     sent to you, and your testimony was you think it

1 was?

2 A Yes.

3 Q Okay. So now we've got rough draft two  
4 is what Ben sent to you; correct?

5 A Yes.

6 Q And then we've got a draft two, which is  
7 what you revised it to be.

8 A To the best of my recollection, that's  
9 correct.

10 Q Okay. Now, the font on this draft two,  
11 is that Times New Roman?

12 A I don't think so.

13 Q Okay. Now, I want to show you -- I took  
14 the liberty of attempting a red line of the -- let  
15 me try to get that -- of the changes between rough  
16 draft two and draft two. Now, I'm going to show  
17 you what I came up with, and I want you to tell me  
18 if this appears to be an accurate reflection of  
19 the changes between what Ben sent to you and the  
20 draft two that's here in Exhibit 321.

21 MR. SHAPIRO: There's two there,  
22 Your Honor.

23 THE ARBITRATOR: I'm handing this around  
24 the horn to Mr. Lewin.

25 MR. LEWIN: Thank you very much.

1 THE ARBITRATOR: What number shall we  
2 make this?

3 MR. SHAPIRO: Let's see. Bear with me.  
4 I think it's going to be 360. Yes, 360.

5 MR. LEWIN: Yeah, three -- 360.

6 MR. SHAPIRO: Yes.

7 THE ARBITRATOR: And, once again, I'm  
8 going to be speaking to Mr. Shapiro that this  
9 appears to be a demonstrative exhibit.

10 MR. SHAPIRO: Correct.

11 THE ARBITRATOR: The witness is  
12 reviewing the document.

13 THE WITNESS: Without taking the time to  
14 go word for word, Mr. Shapiro, I would say this is  
15 a fair red line of the modifications to the rough  
16 draft two to draft two.

17 BY MR. SHAPIRO:

18 Q Okay. And these modifications would  
19 have been the modifications that you made;  
20 correct?

21 A To the best of my recollection, yes.

22 Q Okay. And just to be clear, on this  
23 demonstrative Exhibit 360, anything that is red  
24 with a line through it would have been something  
25 that you deleted, and anything that's blue with an

1 underline would have been something that you  
2 added?

3 A Yes.

4 Q Okay. Now, this language -- I'm going  
5 to direct your attention in the top binder there.  
6 I want you to turn to Exhibit 29.

7 Now, this is a final signed copy of the  
8 operating agreement; correct?

9 A Yes.

10 Q Okay. And if you would turn to page 10  
11 of the operating agreement.

12 The top of that page appears to be in  
13 Times New Roman, font 12; correct?

14 A Yes.

15 Q And the bottom appears to be something  
16 close to Arial and a smaller font type; is that  
17 accurate?

18 A Yes.

19 Q Is it accurate to say that you took your  
20 draft two, or some version of it, and put it into  
21 the document that you had previously prepared?

22 A Yes.

23 Q Okay. Now, of course, I took the  
24 liberty of red-lining the difference between your  
25 draft two and what is contained in the operating

1 agreement. And I'm going to give you a copy of  
2 that.

3 MR. SHAPIRO: Here is two copies,  
4 Your Honor.

5 And again, Your Honor, this would be --

6 THE ARBITRATOR: I'm handing this to  
7 Mr. Lewin when he comes back up this way.

8 MR. SHAPIRO: -- a demonstrative  
9 exhibit, and it would be 361.

10 BY MR. SHAPIRO:

11 Q Now, Mr. LeGrand, the first question is,  
12 does this appear to be an accurate representation  
13 of the differences between your draft two and what  
14 is contained in the signed operating agreement?

15 A Again, without going through every word,  
16 I think it is a fair representation of the  
17 changes.

18 Q Okay. My question to you is, did you  
19 make these changes that are reflected in  
20 Exhibit 361 prior to the operating agreement being  
21 signed?

22 A I don't know.

23 Q Now, there was some question about  
24 Exhibit -- bear with me. Let's see here.  
25 Exhibit 27, if you could turn to that. This was

1 an e-mail that you previously testified that you  
2 sent to Shawn.

3 Do you see that?

4 A Yes.

5 Q And I believe your testimony was you  
6 don't recall if Shawn was going to make any  
7 revisions, but you assumed so based upon the  
8 e-mail?

9 A Yes.

10 Q Okay. And then you were provided  
11 Exhibit 41. I don't know if it's still there. It  
12 was a loose one, so I'm just going to give you my  
13 copy.

14 And my question to you is, between  
15 November -- or December 10th and December 12th, do  
16 you know if you made any changes to the operating  
17 agreement?

18 A I don't specifically know that, but I  
19 doubt it.

20 Q And why do you doubt it?

21 A Because I have -- well, I mean, I did a  
22 fairly diligent search of my e-mails and I  
23 don't -- I did not find any e-mail from that time  
24 period that -- because if I did, it would be here;  
25 right?

1 Q Well, okay. So let me show you --

2 A But it is --

3 Q Let's turn to --

4 A -- it's certainly possible, but I don't  
5 know.

6 Q Let's turn to Exhibit 26.

7 A Sure.

8 Q This was an e-mail that you said you  
9 sent on November 29th; correct?

10 A Yep.

11 Q Does this have Bates numbers on it?

12 A No.

13 Q Do you know why this doesn't have Bates  
14 numbers on it?

15 A No.

16 Q If I told you this e-mail is not  
17 contained anywhere in the document production that  
18 you provided, would that surprise you?

19 A It'd be possible.

20 Q Okay. So the fact that you didn't find  
21 an e-mail is not a strong indication that it  
22 doesn't exist; correct?

23 A It's certainly not determinative on this  
24 subject, Mr. Shapiro.

25 Q Okay. Thank you.

1                   And just to be clear, the language that  
2 ultimately ended up in -- well, strike that.

3                   MR. SHAPIRO: Your Honor, if I -- I've  
4 kind of got ahead of my notes. I think I might be  
5 done, but can we take a short break and just let  
6 me go through and verify. Okay.

7                   THE ARBITRATOR: Would you like us to  
8 stay in place or to take a --

9                   MR. SHAPIRO: Let's take a Haberfeld  
10 five.

11                  THE ARBITRATOR: Okay. So we'll do  
12 that. Haberfeld five, see you back in ten.

13                               (Whereupon, a recess was taken.)

14                  THE ARBITRATOR: Back on the record.

15                  MR. SHAPIRO: I'll pass the witness.

16                  MR. LEWIN: Okay. Thank you.

17                  THE ARBITRATOR: Anything further,  
18 Mr. Lewin?

19                  MR. LEWIN: Yes, I have a few things, a  
20 few follow-ups.

21

22                               REDIRECT EXAMINATION

23 BY MR. LEWIN:

24                  Q     Looking at -- looking at exhibit -- now  
25 that I've wrecked my book.

1 MR. SHAPIRO: I know how hard it is to  
2 work when you have a wrecked book. Why don't you  
3 just take a moment and fix that.

4 MR. LEWIN: Well, I'll deal with it.

5 THE ARBITRATOR: Would it help to work  
6 with the Arbitrator's book?

7 MR. LEWIN: No, no, I'm good. I'm good.  
8 I just want to find -- I just want to find  
9 something.

10 BY MR. LEWIN:

11 Q If you'll look at Exhibit 24, and you'll  
12 look at Exhibit 307 that I think you were looking  
13 at before, Exhibit -- I think it was 3 -- I'm  
14 sorry, I think it was 322.

15 A Okay. Yes.

16 Q Exhibit 24 doesn't have Bates stamps on  
17 it, but Exhibit 322 does. And it just -- it was  
18 actually marked. And the e-mail is actually  
19 marked -- Bates-stamped to Mr. Bidsal.

20 Do you see that?

21 A Yes.

22 Q So my point is, is that -- does this  
23 refresh your recollection when you sent the  
24 initial -- when you sent e-mails to Mr. Garfinkel  
25 on the initial flash drive that the documents

1 weren't Bates-stamped and --

2 A No.

3 Q All right. I'm going to go off that  
4 subject.

5 You talked earlier about Country Club.  
6 Was it your understanding that you were going  
7 to -- you were working on the Green Valley  
8 operating agreement and that --

9 MR. SHAPIRO: Your Honor, I'm going to  
10 object to this line of questioning. It's outside  
11 the scope of cross. I didn't say anything about  
12 Country Club. And, quite frankly, in his initial  
13 direct, the only thing he said is, there was  
14 another company; right? And he said, yeah, there  
15 was another company. So, I mean, this is -- this  
16 a whole new issue.

17 THE ARBITRATOR: Response?

18 MR. LEWIN: I just wanted to get him to  
19 establish that he used the Green Valley operating  
20 agreement as a template for Country Club.

21 THE ARBITRATOR: Why don't you ask that  
22 question?

23 BY MR. LEWIN:

24 Q Did you use the Green Valley operating  
25 agreement as the template for Country Club?

1           A     I think I used it as a starting point,  
2     but without comparing the documents, I would  
3     hesitate to say it was the template.

4           Q     All right. Mr. Shapiro asked you  
5     questions about you doing some work for  
6     Mr. Golshani.

7                     Has Mr. Bidsal asked -- asked you to  
8     represent him in the last two years?

9           A     Yes.

10          Q     When was that?

11          A     It was in the last six months.

12          Q     Was it -- was it just before your  
13     deposition?

14          A     I think it was maybe a month before.  
15     I'm not sure exactly.

16          Q     Did he indicate what he wanted -- what  
17     kind of work he wanted you to do?

18          A     Honestly, I didn't spend much time in  
19     responding. I -- I was very busy at that time. I  
20     couldn't take on additional work.

21          Q     And Mr. Shapiro asked you if you had  
22     conversations regarding -- with Mr. Garfinkel  
23     regarding exhibits.

24                     What kind of conversations were those?  
25     What -- the substance of them, what were they

1 about?

2 A Which conversations when, Mr. Lewin?

3 Q Mr. Shapiro said you had conversations  
4 with Mr. Garfinkel regarding exhibits. I just  
5 want to find out --

6 A Well, we specifically talked about since  
7 the deposition, and I said I've had four or five  
8 calls with Lou. And they were all procedural in  
9 nature. They weren't -- you know, that was the  
10 bulk of it. I mean, since the deposition.

11 Q In terms of conversations with  
12 Mr. Garfinkel about exhibits, that was -- trying  
13 to get the documents from you in conjunction with  
14 the subpoena; right?

15 A Yes, and prior to subpoena. I mean,  
16 Mr. Garfinkel was asking and Mr. Golshani had  
17 instructed that I should produce the documents.

18 Q Okay. Now, you said that  
19 Mr. Golshani -- Mr. Bidsal provided you with a  
20 form operating agreement.

21 Do you remember -- when did he provide  
22 you with that form operating agreement?

23 A Presumably before -- sometime in June,  
24 would be my best recollection.

25 Q And did Mr. -- and did Mr. Bidsal give

1 you any instructions with respect to the use of  
2 that form operating agreement or the other -- not  
3 the form -- another operating agreement?

4 A Not specifically. He just said this was  
5 an agreement that he had experience with and  
6 wanted me to use it in constructing Green Valley.

7 Q Okay. And subsequently told him that  
8 you thought you would have been better off using  
9 your own form?

10 A Yes.

11 MR. LEWIN: All right. I don't have  
12 anything else.

13 THE ARBITRATOR: Anything further,  
14 Mr. Shapiro, based on that?

15 MR. SHAPIRO: Yes, I do, based upon  
16 that.

17  
18 RECROSS-EXAMINATION

19 BY MR. SHAPIRO:

20 Q Can you turn to Exhibit -- let's see  
21 here, Exhibit 347.

22 You helped Mr. Bidsal draft this  
23 document, correct -- I mean, Mr. Golshani, Ben  
24 Golshani?

25 A Yes.

1 MR. SHAPIRO: No further questions.

2 THE ARBITRATOR: Anything further?

3 MR. LEWIN: Nothing.

4 Thank you very much, Mr. LeGrand.

5 THE ARBITRATOR: May I excuse the

6 witness? Thank you, sir.

7 Off the record.

8 (Discussion off the record.)

9 THE ARBITRATOR: Back on the record.

10 Mr. Lewin, resume cross-examination of  
11 Mr. Bidsal.

12

13 CROSS-EXAMINATION (Cont'd)

14 BY MR. LEWIN:

15 Q Mr. Bidsal, looking -- would you please  
16 turn to Exhibit 30.

17 A Okay.

18 Q This is a letter that your lawyer sent  
19 on your behalf; is that correct?

20 A Yes.

21 Q And you reviewed this letter before it  
22 sent out?

23 A Yes.

24 Q And you approved it; right?

25 A Yes.

1 Q And it starts out, it says, "By this  
2 letter, Shawn Bidsal, the," quote, "offering  
3 member," end quote, with initial caps.

4 Were you using that term as was -- as it  
5 is defined in the operating agreement?

6 A I need to look at the operating  
7 agreement.

8 Yeah, just offering member, which is me.

9 Q Okay. And then the -- it also refers to  
10 the "remaining member," that was with -- that's --  
11 you were using that term as was -- it was defined  
12 in the operating agreement; right?

13 A In the offeree, yeah.

14 Q Remaining member offeree?

15 A Right.

16 Q The remaining -- did you understand the  
17 term "remaining member," because that was the  
18 member who had the right to determine whether or  
19 not he remained in -- he remained in the LLC after  
20 receiving an offer?

21 A No.

22 Q Okay. Well, the offering member, you,  
23 made an offer to buy at \$5 million; right?

24 A Yes.

25 Q And \$5 million, according to this

1 letter, says it's your best estimate, the current  
2 fair market value.

3 Do you see that?

4 A Yes.

5 Q And that -- and was that the truth?

6 A That's my estimate, yes.

7 Q Was that your best estimate?

8 A Yes.

9 Q And what did you base that estimate on?

10 A I looked at the financials of the  
11 company very briefly, and I made an estimation and  
12 I told my attorney to write it up.

13 Q Did you look at the -- at the  
14 information you said that you had received from  
15 the brokers?

16 A No.

17 Q Did you -- did you consider the offer --  
18 the listing price for the property that you had  
19 listed the property for in March?

20 A No, because that didn't sell, and that  
21 was expired already.

22 Q Okay. So March is, roughly -- March was  
23 roughly four months away from July 7.

24 And I think you said that the -- that  
25 the listing price was something over \$6 million?

1 A Yes.

2 Q It was 6.3 million?

3 A I don't remember the exact number.

4 Q Does that sound like it's the right  
5 number?

6 A It was in the 6 range.

7 Q Well, 6 range, does that mean it's --  
8 that it was more than 6 million?

9 A Yes.

10 Q You're the manager of the -- you're the  
11 day-to-day manager of the property; right?

12 A Yes.

13 Q So you're responsible for that property?

14 A Yes.

15 Q And you're -- and you had a -- so -- and  
16 you actually dealt -- you personally dealt with  
17 the brokers in setting the listing price?

18 A No. Usually the brokers come up with  
19 their opinion of value and we discuss it with the  
20 tenant, can you sell at this price? They -- if  
21 they show confidence, we give them the listing --

22 Q You -- I'm sorry. You personally  
23 discussed the listing price with the brokers;  
24 right?

25 A Yes.

1 Q And so when you -- when you -- but it's  
2 your testimony you did not consider the listing  
3 price that you -- that you listed the price for  
4 sale of the property when you made this best  
5 estimate?

6 A No.

7 Q Did it -- I asked -- the question is  
8 poor.

9 Did you consider that listing price?

10 A I just said no.

11 Q Okay. And did you consider the  
12 condition of the property?

13 A I looked at the financials of the  
14 property and the condition of the property, yes.

15 Q Okay. When you're talking about  
16 condition, you're talking about the deferred  
17 maintenance?

18 A I wouldn't categorize it as a deferred  
19 maintenance. It's ongoing maintenance.

20 Q And so -- but at \$5 million, you felt  
21 that was the current fair market value of the  
22 property; is that correct?

23 A That was my thinking, yes.

24 Q That was your best estimate?

25 A Correct.

1 Q And by the way, how many properties --  
2 how many commercial properties have you owned in  
3 your life?

4 A A few.

5 Q How many? Give me your best estimate.

6 A That I owned or I own right now?

7 Q Well, that you -- as of -- let's say as  
8 of July 7, 2017, how many commercial -- how many  
9 properties -- I'm not talking about homes that you  
10 lived in. I'm talking about either multi-unit  
11 residential or commercial properties.

12 A I would say 20, 25, 30.

13 Q Twenty, 25, 30; right?

14 A Yes.

15 Q Some of them are large. I mean, you  
16 owned a 99-unit building -- apartment building  
17 in -- on Lankershim in Los Angeles; right?

18 A No, it wasn't 99 units.

19 Q How many units was it?

20 A It was 72 units.

21 Q Oh, 72. Sorry. Seventy-two units.

22 And the -- the -- Mr. Tabankia's  
23 property, the Cheyenne property, was a shopping  
24 center?

25 A Yes.

1 Q And so in terms of -- so you -- you  
2 were -- and you managed all those properties;  
3 right?

4 A Some of them I managed; some of them is  
5 third-party management, yes.

6 Q What percentage of the -- what  
7 percentage of those properties did you manage,  
8 either through yourself or your company, West  
9 Coast?

10 A Right now, I would say, it's less than  
11 20 percent.

12 Q Well, what about as of July 2017?

13 A About 20, 25 percent.

14 Q So, now, between July 7, 2017, and  
15 August 3, 2017, did your estimate as to the --  
16 that the fair market value of Green Valley change?

17 A I didn't think about that issue; no, it  
18 didn't change.

19 Q And so -- so you still -- as of the time  
20 that -- as of the time that CLA -- let's take a  
21 look at Exhibit 31.

22 As of the time that CLA made its  
23 election to purchase your membership interest as  
24 opposed to selling, you still believed that the  
25 current -- that the fair market value of the Green

1 Valley properties was \$5 million?

2 A Of course, it's my best estimate, but  
3 they also, the properties, are appreciating.  
4 They're going higher.

5 Q But as of July -- August 3rd, 2017, is  
6 it true that you still believed that the fair  
7 market value of the Green Valley properties was  
8 \$5 million?

9 A As my best estimate, yes.

10 Q Okay. And you understood -- you  
11 understood that when -- that when you made this  
12 offer to purchase CLA's interest or Mr. Golshani's  
13 interest, Ben -- Ben's interest, that he was then  
14 the remaining member; right?

15 A Remaining member as defined in the  
16 operating agreement, but not as you characterized  
17 it as the person who remains in the LLC. No,  
18 that's not what it meant. It means there's --  
19 there's no offeree. It contrasts with the  
20 offerer, which was myself.

21 Q You understood that CLA, or  
22 Mr. Golshani, was the remaining member, right,  
23 when you made your offer?

24 A Based on the --

25 Q Yes or no?

1           A     Based on the language used in  
2     Section 4.2, yes.

3           Q     You understood that Mr. Golshani was the  
4     remaining member.

5                     Yes or no?

6           MR. SHAPIRO:   Your Honor --

7           THE WITNESS:   I just answered it yes.

8           MR. SHAPIRO:   -- this is getting  
9     repetitive.

10          THE ARBITRATOR:  Overruled.

11          THE WITNESS:   I just said yes.

12     BY MR. LEWIN:

13          Q     Okay.   Good.   Thank you.

14                     And that as a remaining member, so he  
15     had the option either to accept your \$5 million  
16     and sell -- and I'm just going to say "he,"  
17     because I -- I'm conflating Mr. Golshani and CLA,  
18     because I'm used to talking about Mr. Golshani.

19                     But he had the option to accept your  
20     offer and sell his interest for \$5 million or to  
21     buy your interest; is that correct?

22          A     No.   He could make a counteroffer.   If  
23     he wouldn't be interested in selling it to me, he  
24     could make a counteroffer.

25          Q     You understood that the remaining member

1 had the right to buy your interest; isn't that  
2 correct?

3 A He could make a counteroffer.

4 Q You understood that Mr. -- that under  
5 the -- under the -- under the operating agreement,  
6 that Mr. Golshani could respond to your offer by  
7 either selling to you or could buy your interest?

8 A He could buy -- again, procedurally,  
9 according to Section 4.2, he could make a  
10 counteroffer to buy, yes.

11 MR. LEWIN: Can I just get a straight  
12 answer here, Your Honor?

13 THE WITNESS: I just answered it.

14 THE ARBITRATOR: That's his answer.

15 Let's move on.

16 MR. LEWIN: Okay.

17 THE ARBITRATOR: I think it's going to  
18 take too much time and not necessarily leading to  
19 a clear result. Let's just move on.

20 MR. LEWIN: I will.

21 BY MR. LEWIN:

22 Q Is there a reason why you didn't  
23 consider the -- strike that.

24 Did the brokers provide you with an  
25 analysis of Green Valley in conjunction with

1     **soliciting your -- a listing agreement?**

2           A     Are you referring to the Cushman &  
3     Wakefield?

4           Q     Yeah, Cushman & Wakefield.

5           A     Yeah, they did provide the analysis of  
6     that.

7           Q     Okay. And did you look at that analysis  
8     before you -- before you made your offer?

9           A     I just said no.

10          Q     Okay. You didn't -- so you didn't look  
11     at the analysis at all?

12          A     I looked at the analysis of one before  
13     that, yes, but not at the time of the offer.

14          Q     When was the last time that you looked  
15     at that analysis before you made your offer?

16          A     I don't remember; maybe a month or two  
17     before that.

18                   THE ARBITRATOR: Off the record.

19                           (Discussion off the record.)

20     BY MR. LEWIN:

21          Q     Would you please take a look at  
22     Exhibit -- I'll withdraw that.

23                   MR. LEWIN: I have nothing else.

24                   THE ARBITRATOR: Okay. Off the record.

25                           (Whereupon, a recess was taken.)

1 THE ARBITRATOR: Back on the record  
2 after lunch.

3 Respondent's counsel has stated off the  
4 record, will now confirm that opening -- reserved  
5 opening statement has been waived; is that  
6 correct?

7 MR. GOODKIN: That's correct,  
8 Your Honor.

9 THE ARBITRATOR: And that we will now  
10 have respondent's case presented and the first  
11 witness will be Mr. Bidsal on direct.

12 MR. GOODKIN: Yes.

13 MR. LEWIN: Your Honor, and I'm sorry, I  
14 actually forgot there was something I wanted to  
15 bring up.

16 With respect to the -- those document  
17 issues that Mr. Shapiro has raised from time to  
18 time -- and I don't -- didn't want to take the  
19 time to go through them, but I want to have -- if  
20 he raises issues with respect to documents that  
21 are -- he says -- it raises questions of documents  
22 that -- I want to be able to refer to the LeGrand  
23 deposition exhibits, which everybody has -- which  
24 everybody has.

25 So in other words, if he says this

1 document is not -- is not -- you know, it's not  
2 Bates-stamped and we don't know where it came  
3 from, I want to be able to point to the deposition  
4 exhibits in order to show that it is something  
5 that's a copy of what was in the LeGrand  
6 deposition. I don't want to -- I don't want to  
7 enter all the deposition exhibits into evidence, I  
8 don't think it's necessary, but I don't want to be  
9 foreclosed in that in terms of closing  
10 arguments -- closing briefs if they raise that  
11 issue.

12 THE ARBITRATOR: I think that it's  
13 reasonable to anticipate, unless respondent's  
14 counsel waives as to that, that they're sending a  
15 signal that they intend to object. So the  
16 question I think really is, absent such a -- a  
17 waiver, what are we going to do about it, if  
18 anything, including involving the chair?

19 The Arbitrator is of the view, I think  
20 as indicated earlier, that I would prefer not to  
21 make an meet-and-confer order to go over these  
22 matters after our sessions are concluded for the  
23 purpose of ascertaining whether or not there is no  
24 material variance between what you have marked as  
25 exhibits and anything else that has been produced

1 in the case.

2 Is that the issue that we have?

3 MR. LEWIN: That's the issue. And I --

4 THE ARBITRATOR: And I've been trying to  
5 get counsel to cooperate. But it seems to me that  
6 in order to avoid an argument for later, which  
7 does not have that component built into it, I  
8 think that I -- unless under my strong  
9 encouragement you agree to such a procedure, I'm  
10 inclined to order such a procedure to avoid an  
11 unnecessary fight as to those things as to which  
12 there really is no serious dispute, after both  
13 sides have pored over documents, as to which  
14 respondent's counsel have taken exception and have  
15 a basis for asserting that there is a material  
16 variance between that -- what you're seeking to  
17 have admitted and that I have admitted as evidence  
18 and what they now object to.

19 So what are your thoughts, Mr. Shapiro?

20 MR. SHAPIRO: My thought is that I think  
21 this can be addressed in a meet-and-confer after  
22 we conclude today, and if there's an issue, we'll  
23 bring it to your attention.

24 THE ARBITRATOR: I strongly suggest that  
25 you attempt to do this informally. And if either

1 side or both sides say that you have not agreed on  
2 a procedure, I will set a procedure in order to  
3 avoid that. And we'll -- we'll get on the phone  
4 in a telephonic hearing or -- and/or conference  
5 and we'll work that out. Because I want to, to  
6 the extent humanly possible, minimize a fight over  
7 something that can be obviated by professional  
8 counsel getting together and working this out to  
9 the extent possible. And if there's anything left  
10 over, it's left over.

11 MR. LEWIN: Okay.

12 MR. GOODKIN: I actually don't think it  
13 will be a real problem at all.

14 MR. LEWIN: I don't think so either, but  
15 I -- because it's still lurking out there. That's  
16 fine with me. So what you just suggested is great  
17 for us.

18 THE ARBITRATOR: Okay. So it sounds  
19 like it's agreeable to both sides.

20 Is there anything else that we should do  
21 before having --

22 MR. LEWIN: No, that's --

23 THE ARBITRATOR: -- Mr. Bidsal testify  
24 as part of his case in chief? Let's do that.

25 MR. GOODKIN: May I proceed?

1 THE ARBITRATOR: Direct.

2 MR. GOODKIN: May I proceed?

3 THE ARBITRATOR: Please.

4

5 DIRECT EXAMINATION

6 BY MR. GOODKIN:

7 Q Good afternoon, Mr. Bidsal.

8 MR. GOODKIN: And -- and just for the  
9 record, you guys, I'm going to continue using the  
10 word "Ben".

11 Rod, we're going to use the word Ben  
12 when referring to Mr. Golshani.

13 MR. LEWIN: That's fine.

14 BY MR. GOODKIN:

15 Q Mr. Bidsal, what do you do for a living?

16 A Property investment and management.

17 Q And when did you start doing that?

18 A As a full-time business, November of  
19 '96, but prior to that, I did a few other real  
20 estate things.

21 Q And tell us about the infrastructure  
22 you've set up for your ability to do real estate  
23 deals.

24 A I have a full accounting department,  
25 plus the softwares to deal with the rent rolls,

1 collect rent from tenants, do their CAM  
2 reconciliations, create your own ledgers, do the  
3 accounting, send it to the outside CPA, do the  
4 taxes, review the taxes, and so forth. That's the  
5 accounting side.

6 I also have the connections with the  
7 broker community and with the lender community  
8 to -- to market properties for lease or for sale.  
9 And also to obtain loans for properties for  
10 financing or to financing. And also internally we  
11 have relationships with the contractors and  
12 subcontractors to -- to repair or do tenant  
13 improvements for the spaces so we can lease them.

14 Q Are those things you've been doing since  
15 1996?

16 A Yes.

17 Q Now, tell us a little about your  
18 educational background.

19 A Graduated from UCLA, bachelor's of  
20 computer science and mathematics, double major.  
21 And worked for Lockheed Corporation. Software  
22 engineer for a while. And then I went into  
23 business for myself. In the computer business, I  
24 had several computer companies, starting with the  
25 company called Demo Pro, computer interface

1 product, real estate business products,  
2 Edison Technology --

3 THE COURT REPORTER: I'm sorry?

4 THE ARBITRATOR: There's two things that  
5 I would ask you, especially since you've moved  
6 across the table. It's a greater distance from  
7 our court reporter and the Arbitrator. If you  
8 could speak -- especially as we get deeper into  
9 the afternoon -- more loudly and -- and slowly.

10 THE WITNESS: Sure.

11 MR. GOODKIN: And I think it's better if  
12 we just change our seats. So --

13 THE ARBITRATOR: That's fine. That's  
14 fine.

15 MR. GOODKIN: -- why don't you scoot  
16 over there and I'll -- I'll switch with you.

17 THE ARBITRATOR: I think our court  
18 reporter will get it better if that's so.

19 Now that you have gone back to the --  
20 what we've been using as the traditional witness  
21 chair, my request still stands. If you would  
22 please slow down a little bit and speak up a  
23 little bit more. Okay, Mr. Bidsal?

24 THE WITNESS: Yes, Your Honor.

25 THE ARBITRATOR: Okay. Very well.

1 BY MR. GOODKIN:

2 Q Now, you were asked earlier about  
3 business ventures you have with Ben.

4 How many business ventures do you have  
5 with Ben?

6 A We have a Green Valley Commerce, LLC,  
7 properties; and we have a Mission Escort, LLC,  
8 which has a property in Phoenix, Arizona; and then  
9 we have a Country Club, LLC, which owns property  
10 in Henderson, Nevada.

11 Q And those are LLCs that are currently in  
12 existence?

13 A Yes.

14 Q Now, when did you first meet Ben?

15 A Well, he's a family member. He's my  
16 cousin, so we met at his sister's house, and then  
17 subsequently we met at his house and my home.

18 Q Approximately what year?

19 A 2009, '10.

20 Q And who approached who?

21 A For investment purposes?

22 Q Yes.

23 A Ben approached me.

24 Q And when did Ben first approach you?

25 A Well, the family gatherings, we were

1 talking about what I do, my business deals, and  
2 Ben had capital to invest and he wanted to invest  
3 in what I do.

4 Q And at the time that Ben approached you  
5 to invest with you, did you have the  
6 infrastructure in place that you described  
7 earlier?

8 A Yes.

9 Q Now, how many -- how many times did you  
10 actually meet with Ben before you started actually  
11 investing?

12 A I met a few times.

13 Q And was there times when he actually  
14 came to your house?

15 A He did come to my house, but he also  
16 came to the office.

17 Q Now, did you ever visit him at his  
18 house?

19 A Yes.

20 Q And, now, there's some discussion about  
21 whether or not you needed money.

22 Did you need Ben's money to do  
23 investing?

24 A Not really, no.

25 Q So why did you let Ben in on your deals?

1           A     I used to do partnerships, to buy  
2     properties, because I do have the infrastructure.  
3     And whether I would take a fee or I would arrange  
4     the capital structure, the stacking of the  
5     structure -- the capital structure in a way that  
6     if I invest less money, the compensation for  
7     putting less money is the actual sweat equity of  
8     work.

9           Q     Now, when you had these discussions when  
10    Ben approached you to invest with you, did you  
11    guys discuss what the business terms overall would  
12    be?

13          A     Over a period of time, yes.

14          Q     Tell us what you discussed.

15          A     Well, whether he puts all the money, I  
16    do the work or whether we both participate at  
17    different ratios, they were the discussions.

18          Q     Okay. And tell us how you got started  
19    with him on Green Valley.

20          A     He -- he asked me what are the best ways  
21    that we can maximize the profit in buying  
22    something. It was a time where we were still in a  
23    downturned recession. And there were multiple  
24    platforms, auction platforms in the country, that  
25    I was registered with that we could purchase

1 property from the different auctions at prices  
2 where -- much lower than we could buy from the  
3 open market. These are properties or notes that  
4 are either REOs or notes that are foreclosed by  
5 the special servicer, and they were auctioning  
6 them off.

7 Q And just for the record, what is REO?

8 A It's the -- it's a real estate schedule  
9 that is usually owned by a lender at the time.

10 Q Real estate owned it?

11 A Yeah.

12 Q Okay. Now, you guys identified the  
13 property we were talking about today.

14 Who -- who identified that property  
15 initially?

16 A Okay. So basically, I'm registered with  
17 all these different platforms, so I looked through  
18 the available auctions. The auctions are made  
19 every month, every two months, as -- as they come  
20 up. And based on our discussions to find out  
21 what's -- we both liked, we would bid.

22 Q Bid?

23 A B-I-D, bid. We participate in the  
24 auction.

25 Q We're in Vegas, you know.

1 A Yeah.

2 Q Bid. Okay.

3 And did you identify this property on  
4 auction.com?

5 A Yes, I did.

6 Q Did Ben help with identifying this  
7 property on auction.com?

8 A No, I did that.

9 Q Once it was located, it was a note;  
10 right?

11 A It was a -- a note. It was a note that  
12 was foreclosed, and they usually sell the notes --  
13 if you buy a note, you have a higher margin.

14 Q Yeah, tell us why it would be attractive  
15 to buy a note as opposed to buying a property  
16 after foreclosure.

17 A Usually notes have a risk element  
18 associated with them in a sense that there are  
19 defenses on the note until they become a fee  
20 simple. There's bankruptcy involved. There is  
21 defenses on the -- there are multiple defenses on  
22 a -- when you buy a note versus a -- a fee simple.  
23 There's a risk element involved and there's a  
24 great deal of process to convert that note  
25 eventually into a fee simple. It doesn't happen