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Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

CLEMENT MUNNEY; AND CHEF
EXEC SUPPLIERS, LLC,

Appellants,

vs.

DOMINIQUE ARNOULD,

Respondent.

Case No.: 81355

Appeal from the Eighth Judicial District
Court, The Honorable Judge Nancy L.
Allf Presiding.

MOTION TO DISMISS APPEAL

Dominique Arnould, by and through his attorneys of record, Marquis Aurbach Coffing, hereby moves this Court to dismiss this appeal with prejudice pursuant to NRAP 27. This Motion is made and based upon the Memorandum of Points and Authorities and the pleadings and papers on file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This appeal suffers from severe jurisdictional defects. Pursuant to NRAP 3A(b) and NRCP 54(b), the Court should dismiss this appeal for its failure to appeal from a final and appealable order. NRAP 3A(b)(3)-(4) cannot save this appeal from its jurisdictional defects either, since the order at issue did not grant or deny injunctive relief nor grant or deny appointment of a receiver. Since the defects in this appeal are jurisdictional, Respondent respectfully requests that this Court dismiss this appeal pursuant to NRAP 27.

II. FACTUAL AND PROCEDURAL BACKGROUND

On October 11, 2019, Plaintiff, Dominique Arnould (“Arnould”), filed a Complaint seeking the judicial dissolution of Defendant Chef Exec Suppliers, LLC (the “Company”).¹ The Complaint also sought the appointment of a receiver, declaratory relief, accounting, and breach of fiduciary duty against Defendant Clement Muney (“Muney”). On November 7, 2019, Defendant Muney filed an Answer to Arnould’s Complaint and filed Counterclaims against Arnould.²

¹ See Complaint, attached hereto as **Exhibit A**.

² See Answer and Counterclaims, attached hereto as **Exhibit B**.

On December 23, 2019, Arnould filed his Motion for Appointment of Trustee (or receiver) over the Company.³ Before the District Court ruled on the motion for receiver the parties agreed to attend a settlement conference on February 7, 2020, wherein the parties discussed terms of a settlement, however, settlement fell through. On March 20, 2020, Muney filed his Countermotion for Enforcement of Settlement Agreement.⁴ Due to the effects of the COVID-19 pandemic, however, the District Court continued its consideration of the outstanding motions.

On May 20, 2020, Muney filed an Amended Application for Temporary Restraining Order and Motion for Preliminary Injunction, wherein Muney request alleged that Arnould had misused Company funds.⁵ On May 20, 2020, the District Court preliminarily granted Muney's Temporary Restraining Order ("TRO") and set a hearing to review the merits of an injunction.⁶ On May 22, 2020, Arnould

³ See Plaintiff's Motion for Appointment of Trustee, attached hereto as **Exhibit C**.

⁴ See Countermotion for Enforcement of Settlement Agreement, attached hereto as **Exhibit D**.

⁵ See Amended Application for Temporary Restraining Order and Motion for Preliminary Injunction, attached hereto as **Exhibit E**.

⁶ See Notice of Entry of Order (TRO), attached hereto as **Exhibit F**.

filed his Opposition to Application for TRO and Countermotion to Vacate TRO,⁷ presenting evidence of Muney's dissipation of Company funds, including wrongful monthly payments Muney was making to himself. As such, Arnould's actions did not warrant an injunction, but were necessary to protect Company funds from Muney.

On May 22, 2020, the District Court heard oral argument on: (1) Muney's countermotion for enforcement of settlement agreement; (2) Muney's motions for TRO and preliminary injunction; (3) Arnould's countermotion to vacate TRO; and (4) Arnould's motion to appoint a receiver.⁸

In a June 8, 2020 order, the District Court: (1) denied Muney's countermotion for to enforce settlement; (2) denied Muney's motions for TRO and preliminary injunction; (3) granted Arnould's countermotion to vacate the TRO; and (4) granted Arnould's motion to appoint a receiver over the Company. It was in this June 8, 2020 order that the District Court appointed a receiver, and further held that the appointed receiver would be a person stipulated to by the parties.

⁷ See Plaintiff's Opposition to Application for TRO and Countermotion to Vacate TRO, attached hereto as **Exhibit G**.

⁸ See Order on June 8, 2020, attached hereto as **Exhibit H**.

After the parties were unable to reach an agreement as to who the appointed receiver would be, Arnould filed his Motion to Select Receiver.⁹

Shortly thereafter, Muney locked Arnould out of the Company's Nevada warehouse, forcing Arnould to file an Emergency Request for Telephonic Hearing For Appointment of Receiver to Take Over the Warehouse of For the Order Allowing Access (the "Emergency Request").¹⁰ The gist of Arnould's Emergency Request was for the appointed receiver to oversee access of the warehouse. Notably, Arnould's Emergency Request did not seek injunctive relief, only that the already appointed receiver oversee the Nevada warehouse.¹¹

On June 12, 2020, the District Court heard Arnould's Emergency Request, and entered its Order (the "Order"): (1) selecting Larry L. Bertsch as the appointed receiver; (2) that Muney immediately allow access the warehouse; (3) that Muney pay for security to monitor the warehouse; and (4) that the receiver change the locks on the warehouse and facilitate access.¹² Notably, injunctive relief was not granted.¹³ Regardless, on June 6, 2020, Muney filed his Notice of Appeal, and on

⁹ See Motion to Select Receiver, attached hereto as **Exhibit I**.

¹⁰ See Plaintiff's Emergency Request for Telephonic Hearing for An Appointment of Receiver to Take Over the Warehouse, attached hereto as **Exhibit J**.

¹¹ See *id.*

¹² See Order on June 12, 2020, at p. 2, attached hereto as **Exhibit K**.

¹³ See *id.*

June 30, 2020, Munev filed his Case Appeal Statement, wherein he erroneously states that the Order being appealed from is an order “Granting a Motion for Preliminary Injunction.”¹⁴

III. LEGAL ARGUMENT

A final, appealable order is “one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney’s fees and costs.” *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). In examining finality, this Court looks at “what the order or judgment actually does” with respect to each claim. *Valley Bank of Nevada v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994).

Under NRCP 54(b), when multiple parties are involved in an action, a judgment is not final unless the rights and liabilities of all parties are adjudicated. *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196 (1979). Only when a district court expressly determines that there is no just reason for delay and directs the entry of judgment as final, does the judgment become final. *Mallin v. Farmers Ins. Exch.*, 106 Nev. 606, 797 P.2d 978 (1990). The Supreme Court has jurisdiction to entertain an appeal only where an appeal is authorized by statute or court rule. *See e.g. Valley Bank of Nevada*, 110 Nev. at 444, 874 P.2d. at 732.

¹⁴ *See* Case Appeal Statement, at p. 2:11-13, attached hereto as **Exhibit L**.

In the instant case, Muney has not appealed from an appealable order under NRCP 54(b), and, therefore, his appeal is jurisdictionally defective. The District Court's Order at issue was never certified as final under NRCP 54(b); nor did the Order adjudicate all of the claims, rights, and liabilities of all parties.¹⁵ Therefore, Muney's appeal is jurisdictionally defective and must be dismissed.

Further, NRAP 3A(b)(3)-(4) provides that an appeal may be taken from an order granting or refusing an injunction or an order appointing or refusing to appoint a receiver. *See e.g. State ex rel. List v. Mirin*, 92 Nev. 503, 553 P.2d 966 (1976). In this case, the District Court's Order did neither. Instead, this appeal has attempted to conflate the District Court's June 8th and June 12th orders in a futile effort to create standing.¹⁶

To be sure, in its June 8th order, the District Court properly vacated the TRO and denied injunctive relief.¹⁷ It was in this order, that the District Court also appointed a receiver. Subsequently, on June 10, 2020, Arnould filed his Emergency Request that the District Court direct its appointed receiver to facilitate access to the warehouse.¹⁸ Then, in its June 12th Order, the District Court:

¹⁵ *See* **Exhibit K**, attached hereto.

¹⁶ *See id.* (June 12th Order); *c.f.* **Exhibit H** (June 8th order).

¹⁷ *See* **Exhibit H**.

¹⁸ *See* **Exhibit J**.

(1) selected Larry L. Bertsch to serve in the receivership; (2) ordered Muney to immediately provide access to the warehouse; (3) ordered Muney to pay for security for the warehouse; and (4) ordered the receiver to change the locks to the warehouse and facilitate access.¹⁹

Notably, injunctive relief was not granted by the District Court in its June 12th Order, and, therefore, it is not an appealable determination under NRAP 3A(b)(3).²⁰ Also of note, since the District Court had already appointed a receiver in its June 8th Order, the June 12th Order cannot be construed as an order appointing or refusing to appoint a receiver under NRAP 3A(b)(4).²¹ While Muney's Case Appeal Statement alleges that the order being appealed was an order which "Granted a Motion for Preliminary Injunction," this is misleading and factually impossible in light of the nature of the Order.²² In sum, the District Court's June 12th Order is not final, and, therefore, this appeal must be dismissed as jurisdictionally defective.

¹⁹ See **Exhibit K**, at p. 2.

²⁰ See *id.*

²¹ See *id.*; *c.f.* **Exhibit H**.

²² See **Exhibit L**, at p. 2:11-13.

IV. CONCLUSION

Pursuant to NRAP 3A(b) and NRCP 54(b), the Court must dismiss this appeal for its failure to appeal from a final and appealable Order. NRAP 3A(b)(3)-(4) cannot rescue this appeal from its jurisdictional defects either, since the Order did not grant or deny injunctive relief; nor did it appoint a receiver. Since the defects in this appeal are jurisdictional, Respondent respectfully requests this Court dismiss this appeal pursuant to NRAP 27.

Dated this 31st day of July, 2020.

MARQUIS AURBACH COFFING

By /s/ Alexander K. Calaway
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Nevada Bar No. 1501
Alexander K. Calaway, Esq.
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Las Vegas, Nevada 89145
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **MOTION TO DISMISS APPEAL** was filed electronically with the Nevada Supreme Court on the 31st day of July, 2020. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

Robert Kern

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

Persi J. Mishel
10161 Park Run Dr., Suite 150
Las Vegas, Nevada 89145
Settlement Judge

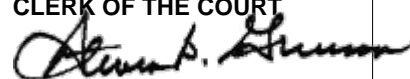
/s/ Leah Dell

Leah Dell, an employee of
Marquis Aurbach Coffing

INDEX OF EXHIBITS TO MOTION TO DISMISS APPEAL

Exhibit No.	Description
A.	Complaint (10/11/19)
B.	Answer and Counterclaims (11/07/19)
C.	Motion for Appointment of Trustee (12/10/19)
D.	Defendants' Opposition to Motion for Partial Summary Judgment and Countermotion for Enforcement of Settlement Agreement (03/20/20)
E.	Defendants' Application for Temporary Restraining Order and Motion for Preliminary Injunction (05/20/20)
F.	Notice of Entry (TRO) (05/21/20)
G.	Plaintiff's Opposition to Application for Temporary Restraining Order and Countermotion to Vacate Temporary Restraining Order (05/22/20)
H.	Order (TRO) (06/08/20)
I.	Plaintiff's Motion to Select Receiver (06/05/20)
J.	Plaintiff's Emergency Request for Telephonic Hearing for Appointment of Receiver to Take Over the Warehouse or for Order Allowing Access (06/10/20)
K.	Order (Receiver) (06/12/20)
L.	Case Appeal Statement (06/30/20)

Exhibit A



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Attorneys for Plaintiff

CASE NO: A-19-803488-B
Department 27

DISTRICT COURT
CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff,

vs.

CLEMENT MUNEY; CHEF EXEC
SUPPLIERS, LLC; and DOES I through X,
inclusive; and ROE CORPORATIONS I through
X, inclusive,

Defendants.

Case No.:
Dept. No.:

Arbitration Exemption Requested:
(Declaratory Relief)

Business Court Requested:
(NRS Chapters 78-92A)

COMPLAINT FOR APPOINTMENT OF A RECEIVER OR DISSOLUTION OF LLC;
DECLARATORY RELIEF; BREACH OF FIDUCIARY DUTY; AND DAMAGES

Plaintiff DOMINIQUE ARNOULD (hereinafter "Arnould") by and through his attorneys
Marquis Aurbach Coffing, alleges and complains as follows:

PARTIES

1. Clement MuneY (hereinafter MuneY) is a 50% owner/member and co-manager of
CHEF EXEC SUPPLIERS, LLC, (hereinafter Chef Suppliers or the Company).

2. Arnould is the other 50% owner/member and co-manager of Chef Suppliers.

3. MuneY and Chef Suppliers at all relevant times mentioned herein, were doing
business in Clark County, Nevada.

4. The names and capacities, whether individuals, corporate, associate or otherwise
of Defendants named herein as DOE and ROE CORPORATION are unknown or not yet

1 confirmed. Upon information and belief, said DOE and ROE CORPORATION Defendants are
2 responsible for damages suffered by Plaintiff and, therefore, Plaintiff sues said Defendants by
3 such fictitious names. Plaintiff will ask leave to amend this Complaint to show the true names
4 and capacities of each DOE and ROE CORPORATION Defendant at such time as the same has
5 been ascertained.

6 **JURISDICTION AND VENUE**

7 5. This Court possesses:

8 a. Subject matter jurisdiction because District Courts have subject matter
9 jurisdiction over claims that are not within the subject matter jurisdiction of the Justice Court
10 pursuant to Article 6, Section 6.1 of the Nevada Constitution and this claim is not within the
11 subject matter jurisdiction of the Justice Court.

12 b. This Court has personal jurisdiction over the Defendants because the
13 Defendants reside in and do business in Clark County, NV.

14 **BACKGROUND FACTS**

15 6. Arnould and Munev are 50/50 owners of Chef Suppliers.

16 7. Arnould and Munev are both are managers of Chef Suppliers.

17 8. Chef Suppliers has no written operating agreement.

18 9. Disputes between Arnould and Munev have arisen and are so deep that it is not
19 reasonably practicable to carry on the business of the Company.

20 10. One of the disputes is that Las Vegas rent for Chef Suppliers was approximately
21 \$3,800/month. The lease expired and the landlord wanted approximately \$5,800/month.
22 Without any joint agreement, Munev is paying almost \$11,000/month rent. This rent is paid
23 from sales of Chef Suppliers inventory. This is a breach of his fiduciary duty owed to Arnould
24 and thus, Munev should be personally responsible for the difference between \$5,800/month and
25 \$11,000/ month.

26 11. It has been impossible to get Munev to discuss his breach of fiduciary duties
27 including but not limited to forming a new entity and having payments for Chef Suppliers'
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1 inventory go to his new entity, which was formed without the knowledge or consent of Plaintiff
2 Arnould.

3 12. A manager may ask a court to dissolve an LLC when, pursuant to NRS 86.495, it
4 is not reasonably practicable to carry on the business of the company.

5 13. Arnould is a manager.

6 14. It would be a futile effort to make a demand on Muney since Muney is not
7 disinterested, Muney's judgment is materially affected in favor of his actions and against the best
8 interests of Chef Suppliers and nothing can be accomplished when both disagree on the direction
9 of the company.

10 15. Arnould or Chef Suppliers derivatively have been damaged by Defendants'
11 actions in an amount in excess of \$15,000.

12 **FIRST CLAIM FOR RELIEF**
13 **(Declaratory Relief, Receiver and Dissolution)**

14 16. Arnould repeats and re-alleges the above paragraphs as though fully stated herein.

15 17. Because it is not reasonably practicable to carry on the business of the company
16 an Order granting dissolution should be entered pursuant to NRS 86.495 and 86.505.

17 18. This Court should declare that the requirements for the appointment of a Receiver
18 to run the Las Vegas operations of Chef Suppliers and potentially dissolve the company since the
19 requirements for Dissolution have been met.

20 19. In order to pursue his claims as a direct and proximate result of the Defendants'
21 conduct outlined herein, Arnould has incurred attorneys' fees as special damages in the sum of
22 \$5,000 as of the date of filing this pleading and increasing up to and through trial and appeal, if
23 any.

24 **SECOND CLAIM FOR RELIEF**
25 **(Breach of Fiduciary Duty & Accounting)**

26 20. Plaintiff repeats and realleges the paragraphs above as though fully stated herein.

27 21. Arnould believes that Muney has taken money and diverted business
28 opportunities and customers from Defendant Chef Suppliers and by virtue thereof has breached
his fiduciary duties to Chef Suppliers and to Arnould.

22. Defendant Muney owes such funds and profits derived therefrom to Chef Suppliers and/or Arnould.

23. The Court should order a yearly accounting of all funds taken in and spent from Chef Suppliers for the last 3 years so Arnould can determine the amount of Muney's defalcation.

24. Arnould or Chef Suppliers derivatively is entitled to a judgment in an amount in excess of \$15,000 as a direct and proximate result of Defendant Muney's actions.

25. In order to pursue and defend its claims as a direct and proximate result of the Defendants' conduct outlined herein, Arnould has incurred attorneys' fees as special damages in the sum of \$5,000 as of the date of this pleading and increasing up to and through trial and appeal, if any.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Arnould prays for the following relief against Defendants:

1. For an Order Appointing a Receiver and an Order requiring dissolution of Chef Suppliers in the ordinary course by the Receiver or by Arnould, its manager.

2. For a judgment in favor of Arnould or Chef Suppliers in a sum in excess of \$15,000; Against Muney for Defendant Muney's breach of fiduciary duty.

3. Attorneys fees as special damages in the sum of \$5,000 against Defendants as of the date of this pleading and increasing up to and through trial and appeal, if any, and

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

Dated this 11th day of October, 2019.

MARQUIS AURBACH COFFING

By /s/ Phillip S. Aurbach
Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney(s) for Plaintiff

VERIFICATION

Under penalties of perjury, the undersigned declares that he is the plaintiff named in the foregoing complaint and knows the contents thereof; that the pleading is true of his own knowledge, except as to those matters stated on information and belief, and that as to such matters he believes it to be true.

Dated this 10 day of October, 2019


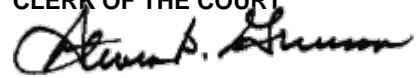

DOMINIQUE ARNOULD

Exhibit B



1 **ANS**
2 Robert Kern, Esq.
3 Nevada Bar Number 10104
4 **KERN LAW, Ltd.**
5 601 S. 6th Street
6 Las Vegas, NV 89101
7 (702) 518-4529 phone
8 (702) 825-5872 fax
9 Admin@KernLawOffices.com
10 Attorney for Defendants

11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DOMINIQUE ARNOULD,

14 Plaintiff,

15 vs.

16 CLEMENT MUNNEY; CHEF EXEC
17 SUPPLIERS, LLC; and DOES I through X,
18 inclusive, and ROE CORPORATIONS I
19 through X, inclusive,

20 Defendants.

) Case Number: A-19-803488-B

) Dept. Number: 27

21 **ANSWER AND COUNTERCLAIMS**

22 CLEMENT MUNNEY; and CHEF EXEC
23 SUPPLIERS, LLC,

24 Plaintiffs,

25 vs.

26 DOMINIQUE ARNOULD,

27 Defendant.

28 COME NOW Defendants, CLEMENT MUNNEY, (hereinafter "Muney"), and CHEF
EXEC SUPPLIERS, LLC (hereinafter, "CHEFEXEC") by and through their undersigned
counsel Robert Kern, ESQ., of KERN LAW, Ltd. and submit this Answer and
Counterclaims to Plaintiff's Complaint on file herein and allege and aver as follows:

1
2 1. Defendant admits the allegations contained in the following numbered
3 paragraphs in Plaintiff's Complaint: 1, 2, 3, 6, 7, 8, and 13.

4 2. Defendant denies the allegations contained in the following numbered
5 paragraphs in Plaintiff's Complaint: 9, 10, 11, 14, 15, 17, 18, 19, 22, 24, and 25.

6
7 3. Defendant does not have knowledge or information sufficient to form a belief as
8 to the truth of the allegations contained in the following numbered paragraphs in Plaintiff's
9 Complaint and, therefore, denies them: 4, 5, 12, 16, 20, 21, and 23.

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11 **AFFIRMATIVE DEFENSES**

12 1. The Complaint, and each and every allegation thereof, fails to state facts
13 sufficient to constitute a claim against this answering Defendant.

14 2. Plaintiff's claims and damages, if any, are proximately and legally caused by
15 parties over whom Defendant had no control.

16 3. Plaintiff's cause of action is barred by the doctrine of unclean hands and
17 Plaintiff's failure to do equity.

18 4. Plaintiff's claims are barred under the equitable theory of laches.

19
20 5. Plaintiff's claims and damages, if any, have been willfully and intentionally
21 overstated. Therefore, Plaintiff's claims are barred by Plaintiff's own malfeasance and
22 misfeasance.

23 6. Plaintiff's damages, if any, are caused by its own actions, errors or omissions.

24 7. Plaintiff's damages, if any, are subject to offset.

25 8. Plaintiff's damages are barred by its breach of fiduciary duties.
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1 9. Plaintiff has made allegations with knowledge of their actual falsity and therefore
2 said claim is violative of the rules of civil procedure and therefore the stated claims should
3 be dismissed.

4 10. Plaintiff's claims, and each of them, are barred due to fraud.

5 11. By virtue of Plaintiff's actions, conduct, and omissions, this answering
6 Defendant has been released.
7

8 12. The claims of Plaintiff have been waived as a result of the acts and the conduct
9 of the Plaintiff.

10 13. Plaintiff suffered no damage and therefore is not entitled to any relief.

11 14. Plaintiff, by his acts, conduct and/or omissions, has ratified the acts, conduct and
12 omissions, if any, of these answering Defendants; therefore, Plaintiff is barred from seeking
13 any relief from these answering Defendants.

14 15. These answering Defendants have not had sufficient time to prepare and obtain
15 sufficient facts to determine all potential affirmative defenses. Therefore, these answering
16 Defendants reserve the right to amend these affirmative defenses as additional facts are
17 obtained and/or additional affirmative facts are discovered.
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21 **COUNTER-CLAIM**

22 Against PLAINTIFF DOMINIQUE ARNOULD

23 COME NOW Defendants, CLEMENT MUNY, (hereinafter "Muney"), and CHEF
24 EXEC SUPPLIERS, LLC (hereinafter, "CHEFEXEC") by and through their undersigned
25 counsel Robert Kern, ESQ., of KERN LAW, Ltd. and submit the following
26 COUNTERCLAIMS against counter-defendant DOMINIQUE ARBOULD and allege and
27 aver as follows:
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GENERAL ALLEGATIONS

1. Jurisdiction and venue have been established by the elements of Plaintiff's Complaint that Defendants have admitted to.

2. Parties Dominique Arnould (hereinafter, "Arnould") and Muney are equal co—owners of Chef Exec, LLC, a Nevada LLC with no current operating agreement.

3. From the time Chefexec was founded, Arnould managed the Los Angeles side of the company, and Muney managed the Las Vegas side of the company.

4. The different branches of the company have been run largely independently of each other, with the only exception being that Arnould has been responsible for accounting for the entire company (including invoicing for both branches), and Muney has been responsible for marketing and supply for the whole company. At no time have the parties agreed that either would receive extra compensation for the work they perform for the company.

5. Both the Los Angeles and Las Vegas branches of Chefexec have been operating at a profit for the last several years.

6. Because Arnould managed the accounting through a local version of Quickbooks, and did not share the accounting files with Muney, Muney was unaware of some details of Arnould's practices until recently, sometime after the Quickbooks account was transferred to a cloud server, allowing Muney to access the information from Las Vegas.

7. Arnould is also an owner of two other companies, AAA Food Service, and Wines of the World. Upon review of accounting records and invoices, it appears that Arnould has been self dealing in favor of AAA Food Service and Wines of the World, to the detriment of Chefexec.

8. Both parties agreed to the lease of a warehouse in LA, upon the condition that AAA Food Service and Wines of the World would split the rent of the space equally, so they could share the space. However from review of the books it appears that Arnould did not charge those companies any rent the first few months, and since then has charged both of

1 them a total of only around 10% of the rent, leaving Chefexec to pay the remaining amount,
2 in contravention of the agreement in which the lease was made.

3 9. Records also show that Arnould has sold significant merchandise from Chefexec to
4 AAA Food Service, at significant discounts, without authorization or knowledge from
5 Muney.

6 10. Records also show that although both Muney and Arnould are owners, and neither
7 have agreed to pay themselves for their work on the company, Arnould has made a practice
8 of paying himself commissions for sales, including for sales to his own company, AAA
9 Food Service, for sales to companies that the partners agreed would be “house” customers
10 (no commission paid), and sales to customers brought in by sales reps who had left the
11 company (and thus whose customers should have become “house” customers).

12 11. Records show invoices for products to customers, but assigned a zero cost without
13 explanation. Such customers have verified that they never received said products. This
14 suggests Arnould was likely either providing free product to his own companies, or selling
15 the product under the table and keeping the proceeds.

16 12. Chefexec previously leased a 7,745 sq/ft warehouse in Las Vegas, on a long-term
17 lease it had held for multiple years, giving it a the company a lower-than-market price for
18 the space.

19 13. Chefexec's lease of the previous warehouse expired on September 30, 2019. To
20 renew the lease, the landlord required a 3-year lease, with a personal guarantee signed by
21 both owners of Chefexec. When Muney requested that Arnould sign the lease renewal,
22 Arnould refused, and his counsel advised Muney to lease the space with another company
23 and sub-lease to Chefexec from that company (in an email that Arnould was copied on).

24 14. Muney did as instructed, and leased through a separate company, who charged
25 Chefexec market price for the space.

26 15. After filing the complaint initiating the present action, Arnould withdrew \$15,000
27 from Chefexec without authorization or notice, and later admitted that he had taken it, and
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1 that he intended it as a distribution to himself. His only justification was that he disagreed
2 with Muney's signing of the Las Vegas warehouse lease.

3 16. In early 2019, Arnould indicated that he wished to retire soon and wanted to be
4 bought out from his portion of Chefexec. Arnould had made no significant complaints about
5 his partnership with Muney prior to deciding that he wished to retire.

6 17. Muney believes that a forensic audit of Chefexec's books will show additional
7 wrongdoing by Arnould.

8
9 **FIRST CAUSE OF ACTION**
10 **(Breach of Fiduciary Duty)**

11 18. Counter-Plaintiffs repeat and re-allege the allegations contained in the preceding
12 paragraphs of their Counterclaim as though fully set forth herein.

13 19. Arnould, as co-owner and co-manager of an LLC, owed a Fiduciary Duty to
14 Counter-Plaintiffs Chefexec and Muney to manage the business, funds, and assets according
15 to law and agreement.

16 20. Arnould breached that duty by acts including, but not limited to: using his position
17 as book-keeper to pay himself funds that belonged to the company, allocating himself
18 commissions that he was not entitled to, using Chefexec to provide benefits to his own
19 companies, at Chefexec's detriment, without authorization, and seeking to dissolve the
20 company when Muney did not offer him as much money as he wanted for a buyout.

21 21. As a direct result of said breach, Counter-Plaintiffs were damaged by loss of said
22 funds, and business, in an amount in excess of fifteen thousand dollars (\$15,000), the exact
23 amount to be proven at time of trial.

24 22. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
25 and they are therefore entitled to reimbursement of attorney's fees and costs incurred in this
26 action.

27 23. The damages were suffered as a direct and proximate result of the conduct described
28 herein by Counter-Defendant, who acted knowingly with malice and oppression, all to

1 Counter-Plaintiffs' harm, and therefore should be punished for their wrongful conduct with
2 punitive damages in an amount to be established at trial.
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4 **SECOND CAUSE OF ACTION**
5 (Conversion)

6 24. Counter-Plaintiffs repeat and re-allege the allegations contained in the preceding
7 paragraphs of their Counterclaim as though fully set forth herein.

8 25. Counter-Plaintiffs are the legal owners of funds that were taken by Counter-
9 Defendant, without legal right or authorization.

10 26. Counter-Defendant wrongfully and unlawfully took control of said funds, as detailed
11 above, in denial of, and to the exclusion of, Counter-Plaintiffs' rights thereto.

12 27. As a result of Counter-Defendant's actions, Counter-Plaintiffs have incurred
13 damages in excess of fifteen thousand dollars (\$15,000), the exact amount to be proven at
14 time of trial.

15 28. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
16 and they are therefore entitled to reimbursement of attorney's fees and costs incurred in this
17 action.

18 29. The damages were suffered as a direct and proximate result of the conduct described
19 herein by Counter-Defendants, who acted knowingly with malice and oppression, all to
20 Counter-Plaintiffs' harm, and therefore should be punished for their wrongful conduct with
21 punitive damages in an amount to be established at trial.

22 **THIRD CAUSE OF ACTION**
23 (Money Had and Received)

24 30. Counter-Plaintiffs repeat and re-allege the allegations contained in the preceding
25 paragraphs of their Counterclaim as though fully set forth herein.

26 31. Arnould received monies that belonged to Counter-Plaintiffs in the form of funds
27 taken from the business.
28

1 32. Arnould ought, in equity and good conscience, to pay over the funds wrongfully
2 retained.

3 33. Arnould has so far refused to pay over the amounts owed.

4 34. As a direct result of these actions, Counter-Plaintiffs have incurred damages in an
5 amount in excess of \$15,000, the exact amount to be proven at trial.

6 35. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
7 and they are therefore entitled to reimbursement of attorney's fees and costs incurred in this
8 action.

9 36. The damages were suffered as a direct and proximate result of the conduct described
10 herein by Counter-Defendant, who acted knowingly with malice and oppression, all to
11 Counter-Plaintiffs' harm, and therefore should be punished for their wrongful conduct with
12 punitive damages in an amount to be established at trial.

13
14 **FOURTH CAUSE OF ACTION**
(Unjust Enrichment)

15 37. Counter-Plaintiffs repeat and re-allege the allegations contained in the preceding
16 paragraphs of their Counterclaim as though fully set forth herein.

17 38. The benefit of receipt of funds and monies belonging to Chefexec, or other sales
18 reps or owners of Chefexec, was conferred upon Arnould.

19 39. Arnould took and kept said funds, clearly appreciating the benefit.

20 40. Arnould did not return said funds, and thus retained the benefits received.

21 41. As said funds were over and above any funds Arnould was entitled to take from the
22 company, Arnould's taking and retention of the benefit of said funds is inequitable and
23 unjust.

24 42. As a direct result of these actions, Chefexec and Muney have incurred damages in an
25 amount in excess of \$15,000, the exact amount to be proven at trial.

26 43. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
27 and they are therefore entitled to reimbursement of attorney's fees and costs incurred in this
28 action.

1 44. The damages were suffered as a direct and proximate result of the conduct described
2 herein by Counter-Defendant, who acted knowingly with malice and oppression, all to
3 Counter-Plaintiffs' harm, and therefore should be punished for their wrongful conduct with
4 punitive damages in an amount to be established at trial.
5

6 **FIFTH CAUSE OF ACTION**
7 (Constructive Fraud)

8 45. Counter-Plaintiffs repeat and re-allege the allegations contained in the preceding
9 paragraphs of their Counterclaim as though fully set forth herein.
10

11 46. By virtue of the fiduciary relationship between Arnould, Muney, and Chefexec,
12 Arnould had a duty to lawfully manage and disburse the funds and assets belonging to
13 Chefexec. As described in the general allegations above, Arnould breached this duty by his
14 wrongful and intentional failure to do so, and by hiding his breach of duty from his business
15 partner.
16

17 47. Arnould committed the acts complained of in this cause of action with the intent to
18 deceive and defraud Chefexec and Muney. Upon information and belief, Arnould caused
19 Muney to enter a fiduciary relationship with him and offered to manage the accounting and
20 billing of the company in order to take wrongful possession of company monies, with the
21 intent to induce reliance upon Arnould in his promise to manage the finances of the
22 Company and disburse profits. Arnould breached this fiduciary duty intentionally and with
23 forethought.
24

25 48. As a result of Arnould's actions, Muney and Chefexec have incurred damages in
26 excess of fifteen thousand dollars (\$15,000), the exact amount to be proven at time of trial.
27
28

1 49. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
2 and Counter-Plaintiffs are therefore entitled to reimbursement of attorney's fees and costs
3 incurred in this action.

4
5 50. As a direct and proximate result of the representations and conduct described herein
6 by Arnould, who acted knowingly with malice and oppression, all to Counter-Plaintiffs'
7 harm, and therefore should be punished for his wrongful conduct with punitive damages in
8 an amount to be established at trial.

9
10 **SIXTH CAUSE OF ACTION**
(FRAUDULENT CONCEALMENT)

11 51. Counter-Plaintiffs reallege and incorporate herein by reference each and every
12 allegation contained in all preceding paragraphs as if fully set forth herein.

13 52. The facts (as described above) of Arnould's taking commissions that he was not
14 entitled to, of taking unauthorized disbursements, of making false invoices to account for
15 missing inventory, and upon information and belief, taking or selling that inventory for his
16 own benefit, were material facts in deciding whether or not to continue doing business with
17 Arnould, and continuing to allow Arnould to manage the accounting of Chefexec.

18
19 53. Arnould had a duty to disclose all dealing to his partner, but nonetheless
20 intentionally concealed such acts.

21 54. Arnould's concealment of his acts, as described above, was concealed specifically to
22 prevent Chefexec and Muney from taking action to stop him from taking further monies
23 from the company.

24
25 55. Because Muney and Arnould had been longtime friends, and Arnould had
26 experience managing companies, Muney's reliance upon him to lawfully and honestly
27 manage the accounting of the company was objectively reasonable.
28

1 56. As a direct result of Arnould's actions, Counter-Plaintiffs have incurred damages in
2 an amount in excess of \$15,000, the exact amount to be proven at trial.

3 57. It has been necessary for Counter-Plaintiffs to obtain the legal services of Kern Law
4 and Counter-Plaintiffs are therefore entitled to reimbursement of attorney's fees and costs
5 incurred in this action.
6

7 58. As a direct and proximate result of the representations and conduct described herein
8 by Arnould, who acted knowingly with malice and oppression, all to Counter-Plaintiffs'
9 harm, and therefore should be punished for their wrongful conduct with punitive damages in
10 an amount to be established at trial.
11

12
13 WHEREFORE, Defendants/Counter-Plaintiffs demand judgment against Plaintiff for:

- 14 1. Compensatory damages in excess of \$15,000;
- 15 2. An accounting of the business;
- 16 3. Return of all funds stolen, embezzled, or in any other way wrongfully taken;
- 17 4. Attorneys fees and costs of the action;
- 18 5. Punitive damages in an amount to be determined by the Court; and
- 19 6. All other relief this Court finds to be proper.

20 DATED this 7th day of November, 2019

KERN LAW

21 By: /s/ Robert Kern /s/
22 Robert Kern, Esq.
23 2421 Tech Center Ct. #104
24 Las Vegas, NV 89128
25 (702) 518-4529
26 Attorney for Defendants
27
28

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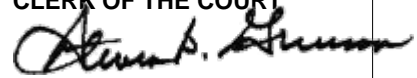
CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of November 2019, I served a true and correct copy of the foregoing **ANSWER AND COUNTERCLAIMS**, pursuant to NRCP 5(b), by electronic service, addressed to the following:

Phillip S. Aurbach, Esq.
Marquis Aurbach Coffing
Paurbach@Maclaw.com
Counsel for Dominique Arnould

/s/ Robert Kern
Employee of Kern Law

Exhibit C



1 **Marquis Aurbach Coffing**
Phillip S. Aurbach, Esq.
2 Nevada Bar No. 1501
Telephone: (702) 382-0711
3 Facsimile: (702) 382-5816
paurbach@maclaw.com
4 *Attorneys for Plaintiff*

5 **DISTRICT COURT**
6 **CLARK COUNTY, NEVADA**

7 DOMINIQUE ARNOULD,

8 Plaintiff/ Counter-Defendant,

9 vs.

10 CLEMENT MUNEY; CHEF EXEC
11 SUPPLIERS, LLC; and DOES I through X,
12 inclusive; and ROE CORPORATIONS I through
X, inclusive,

13 Defendants/Counterclaimant.

Case No.: A-19-803488-B
Dept. No.: 27

HEARING REQUESTED

14 **PLAINTIFF DOMINIQUE ARNOULD'S MOTION FOR APPOINTMENT OF**
15 **TRUSTEE**

16 Plaintiff DOMINIQUE ARNOULD (hereinafter "Arnould") by and through his attorneys
17 Marquis Aurbach Coffing, hereby Moves this Court for an Order Appointing Dominique
18 Arnould as Trustee to wind down Chef Exec Suppliers, LLC (Chef Exec Suppliers). This
19 Motion is based on the following Memorandum of Points and Authorities and any oral argument
20 permitted at the time of the hearing.

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I. INTRODUCTION**

23 This case involves a two-person LLC with no operating agreement. This case is like a
24 divorce where one 50% owner (Clement Mune) does not want to be divorced, but the other
25 50% owner (Dominique Arnould) wants a divorce.
26
27
28

1 **II. FACTUAL BACKGROUND. As shown by the Declaration, attached hereto as**
2 **Exhibit 1:**

3 1. Arnould and Munev are 50/50 owners of Chef Exec Suppliers.
4 2. Arnould and Munev are both managers of Chef Exec Suppliers.
5 3. Chef Suppliers has **no written operating agreement.**
6 4. Disputes between Arnould and Munev have arisen and are so deep that it is not
7 reasonably practicable to carry on the business of the Company.

8 5. One of the disputes is that Las Vegas rent for a warehouse for Chef Exec
9 Suppliers was approximately \$3,800/month. The lease expired and the landlord wanted
10 approximately \$5,800/month. Without any joint agreement, Munev may have rented the current
11 Chef Exec Suppliers warehouse under CMJJ Gourmet, Inc.¹, an entity believed to be solely
12 owned by Munev and Munev is billing Chef Exec Suppliers about almost \$11,000/month rent.
13 This rent is paid from sales of Chef Exec Suppliers inventory. Munev should have made a joint
14 decision. This is a breach of his fiduciary duty owed to Arnould and thus, Munev should be
15 personally responsible for the difference between \$5,800/month and \$11,000/ month.

16 6. Much of Arnould's business is for customers located in California so Arnould
17 (without talking to Munev first) took 69 pallets of merchandise out of Munev's warehouse and
18 moved them to a less expensive warehouse in California. Every pallet that was moved from Las
19 Vegas to California, was documented and accounted for, noted on the inventory and were only a
20 small portion of all of the pallets in the CMJJ Gourmet warehouse.

21 7. Arnould was accused of theft and locked out of a warehouse that should be under
22 both managing members control. This is part of an email relating to the pallets:

23 a. "it is difficult to see this as anything other than theft, or intentional
24 sabotage to pressure a buyout, as it is clearly not a simple changing of
25 warehouses. . . In light of this issue, we **have changed the locks** on the
26

27 ¹ An entity believed to be solely owned by Munev as shown by **Exhibit 2**, Nevada Secretary of State
28 Entity Information for CMJJ GOURMET, INC.

1 warehouse; Dominique will still be able to access inventory there, he will
2 just have to do so through the Las Vegas warehouse manager

3 8. The intention was to have this inventory closer to Van Nuys, in case of urgent
4 deliveries to our California clients. This is a practical issue for the benefit Chef Suppliers and
5 their clients. This inventory represented less than 35% of the total inventory the company.

6 9. It has been impossible to get Muney to discuss how to resolve a dissolution of the
7 business. In another email, Muney's response to dissolution was "I can't imagine any
8 circumstances where we'd agree to a dissolution."

9 10. A manager may ask a court to dissolve an LLC when, pursuant to NRS 86.495, it
10 is not reasonably practicable to carry on the business of the company.

11 11. Arnould is a manager.

12 12. It would be a futile effort to make a demand on Muney since Muney is not
13 disinterested, Muney's judgment is materially affected in favor of his actions and against the best
14 interests of Chef Suppliers and nothing can be accomplished when both disagree on the direction
15 of the company.

16 III. LEGAL ARGUMENT

17 NRS 86.495(1) states that

18 Upon application by or for a member, the district court may decree dissolution of
19 a limited-liability company whenever it is not reasonably practicable to carry on
20 the business of the company in conformity with the articles of organization or
21 operating agreement.

22 There is no Operating Agreement and both Arnould and Muney are 50/50 owners and
23 equal managers with equal authority to run the Company.

24 Nevada Corporation law allows one person to be appointed to wind down the
25 corporation. NRS 78.600 states that:

26 When any corporation organized under this chapter shall be dissolved or cease to
27 exist in any manner whatever, **the district court, on application of any creditor**
28 **or stockholder of the corporation**, at any time, may either continue the directors

1 trustees as provided in NRS 78.590, or **appoint one or more persons to be**
2 **receivers of and for the corporation, to take charge of the estate and effects**
3 **thereof, and to collect the debts and property due and belonging to the**
4 **corporation, with power to prosecute and defend, in the name of the**
5 **corporation, or otherwise, all such suits as may be necessary or proper for**
6 **the purposes aforesaid, and to appoint an agent or agents under them, and to**
7 **do all other acts which might be done by the corporation, if in being, that**
8 **may be necessary for the final settlement of the unfinished business of the**
9 **corporation.** The powers of the trustees or receivers may be continued as long as
10 the district court shall think necessary for the purposes aforesaid.

11 The Nevada Limited Liability Company statutes do not have a counterpart to NRS
12 78.600, where one shareholder can be appointed to basically wind down a corporation.

13 The closest is NRS 86.541(2) which provides that BOTH managers wind down an LLC.

14 2. The manager **or managers in office at the time of dissolution**, or the
15 members, if there are no managers, or the personal representatives, **are thereafter**
16 **trustees of the dissolved company**, with full power to prosecute and defend
17 suits, actions, proceedings and claims of any kind or character by or against the
18 company, **to enable the company gradually to settle and close its business**, to
19 **collect its assets, to collect and discharge its obligations, to dispose of and**
20 **convey its property, to distribute its money and other property among the**
21 **members**, after paying or adequately providing for the payment of its liabilities
22 and obligations, and to do every other act to **wind up and liquidate its business**
23 and affairs, but not for the purpose of continuing the business for which the
24 company was established.

25 In this case, it is impractical and impossible for both managers to wind down the
26 Company. However, the cost of a 3rd party receiver may consume the Plaintiff and Defendant's
27 assets.
28

1 Therefore, Plaintiff Dominique Arnould requests that he be appointed as trustee to wind
2 down the Company. The Order should require consultation with Defendant, Muney, and if a
3 Stipulation and Order is not reached, then Arnould would seek Court authorization for his
4 actions which would preclude any unauthorized expenditures.

5 **IV. CONCLUSION**

6 This Court should enter an Order that Dominique Arnould has authority to wind down the
7 Company after first consulting with Clement Muney and if they cannot reach a stipulation and
8 order, then Dominique Arnould would need to file a Motion to request Court authorization to take
9 any further action.

10 Dated this 10th day of December, 2019.

11 MARQUIS AURBACH COFFING

12
13 By /s/ Phillip S. Aurbach
14 Phillip S. Aurbach, Esq.
15 Nevada Bar No. 1501
16 Attorneys for Plaintiff
17
18
19
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28

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF DOMINIQUE ARNOULD'S
MOTION FOR APPOINTMENT OF TRUSTEE** was submitted electronically for filing
and/or service with the Eighth Judicial District Court on the 10th day of December, 2019.
Electronic service of the foregoing document shall be made in accordance with the E-Service
List as follows:²

Robert Kern
Melissa Milroy

Robert@Kernlawoffices.com
Admin@KernLawOffices.com

/s/ Javie-Anne Bauer
an employee of Marquis Aurbach Coffing

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

Exhibit 1

1 **Marquis Aurbach Coffing**
 2 Phillip S. Aurbach, Esq.
 3 Nevada Bar No. 1501
 4 Telephone: (702) 382-0711
 5 Facsimile: (702) 382-5816
 6 paurbach@maclaw.com
 7 *Attorneys for Plaintiff*

8 **DISTRICT COURT**
 9 **CLARK COUNTY, NEVADA**

10 DOMINIQUE ARNOULD,

11 Plaintiff/ Counter-Defendant,

12 vs.

13 CLEMENT MUNNEY; CHEF EXEC
 14 SUPPLIERS, LLC; and DOES I through X,
 15 inclusive; and ROE CORPORATIONS I through
 16 X, inclusive,

17 Defendants/Counterclaimant.

Case No.: A-19-803488-B
 Dept. No.: 27

HEARING REQUESTED

18 **DECLARATION IN SUPPORT OF MOTION FOR APPOINTMENT OF TRUSTEE**

19 I, Dominique Arnould, declare that I am over the age of 18 years, I have personal
 20 knowledge of the facts stated herein, except for those stated upon information and belief, and as
 21 to those, I believe them to be true. I further state that I am competent to testify as to the facts
 22 stated herein and that this declaration is submitted on behalf of my Motion for Appointment of
 23 Trustee.

24 1. Arnould and Muney are 50/50 owners of Chef Exec Suppliers.
 25 2. Arnould and Muney are both managers of Chef Exec Suppliers.
 26 3. Chef Suppliers has **no written operating agreement**.
 27 4. Disputes between myself and Muney have arisen and are so deep that it is not
 28 reasonably practicable to carry on the business of the Company.

5. One of the disputes is that Las Vegas rent for a warehouse for Chef Exec
 Suppliers (sometimes "the Company") was approximately \$3,800/month. The lease expired and

1 the landlord wanted approximately \$5,800/month. Without any joint agreement, Muney may
2 have rented the current Chef Exec Suppliers warehouse a under CMJJ Gourmet, Inc.¹, an entity
3 believed to be solely owned by Muney and Muney is billing Chef Exec Suppliers about almost
4 \$11,000/month rent. This rent is paid from sales of Chef Exec Suppliers inventory. Muney
5 should have made a joint decision. This is a breach of his fiduciary duty owed to Arnould and
6 thus, Muney should be personally responsible for the difference between \$5,800/month and
7 \$11,000/ month.

8 6. Much of my business is for customers located in California so without talking to
9 Muney first, I took 69 pallets of merchandise out of Muney's warehouse and moved them to a
10 less expensive warehouse in California. Every pallet that was moved from Las Vegas to
11 California, was documented, noted on the inventory and were only a small portion of all of the
12 pallets in the CMJJ Gourmet warehouse.

13 7. I was accused of theft and locked out of a warehouse that should be under both
14 managing members control. This is part of an email relating to the pallets:

15 a. "it is difficult to see this as anything other than theft, or intentional
16 sabotage to pressure a buyout, as it is clearly not a simple changing of
17 warehouses. . . In light of this issue, we **have changed the locks** on the
18 warehouse; Dominique will still be able to access inventory there, he will
19 just have to do so through the Las Vegas warehouse manager

20 8. It was my intention to have this inventory closer to Van Nuys, in case of urgent
21 deliveries to our California clients. This is a practical issue for the benefit of Chef Suppliers and
22 their clients. This inventory represented less than 35% of the total inventory the company.

23 9. It has been impossible to get Muney to discuss how to resolve a dissolution of the
24 business. In another email, Muney's response to dissolution was "I can't imagine any
25 circumstances where we'd agree to a dissolution."
26
27

28 ¹ See **Exhibit 2** attached to Plaintiff Dominique Arnould's Motion for Appointment of Trustee

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 10. A manager may ask a court to dissolve an LLC when, pursuant to NRS 86.495, it
2 is not reasonably practicable to carry on the business of the company.

3 11. I am a manager.

4 12. It would be a futile effort to make a demand on Munev since Munev is not
5 disinterested, Munev's judgment is materially affected in favor of his actions and against the best
6 interests of Chef Suppliers and nothing can be accomplished when both disagree on the direction
7 of the company.

8 Pursuant to NRS § 53.045 and 28 U.S.C. §1746, I declare under penalty of perjury under
9 the laws of the State of Nevada that the foregoing is true and correct.

10 Executed on this 9 day of December, 2019.

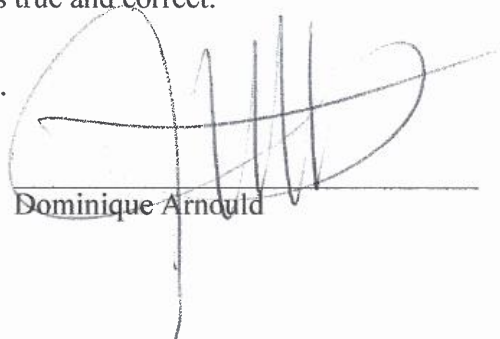

Dominique Arnould

Exhibit 2

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

CMJJ GOURMET, INC.

Entity Number:

C32300-2002

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

12/31/2002

NV Business ID:

NV20021515991

Termination Date:

Perpetual

Annual Report Due Date:

12/31/2020

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

CLEMENT MUNNEY

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Non-Commercial Registered Agent

NV Business ID:**Office or Position:****Jurisdiction:****Street Address:**

151 AUGUSTA STREET, HENDERSON, NV, 89074, USA

Email Address:**Mailing Address:****Individual with Authority to Act:****Contact Phone Number:****Fictitious Website or Domain Name:****PRINCIPAL OFFICE ADDRESS****Address:****Mailing Address:****OFFICER INFORMATION**

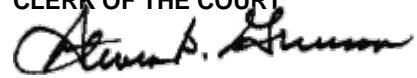
☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	CLEMENT MUNNEY	151 AUGUSTA ST, HENDERSON, NV, 89074, USA	10/14/2018	Active
Secretary	CLEMENT MUNNEY	151 AUGUSTA ST, HENDERSON, NV, 89074, USA	10/14/2018	Active
Treasurer	CLEMENT MUNNEY	151 AUGUSTA ST, HENDERSON, NV, 89074, USA	10/14/2018	Active
Director	CLEMENT MUNNEY	151 AUGUSTA ST, HENDERSON, NV, 89074, USA	10/14/2018	Active
Page 1 of 1, records 1 to 4 of 4				
CURRENT SHARES				
Class/Series	Type	Share Number	Value	
	Authorized	1,000	0.010000000000	
Page 1 of 1, records 1 to 1 of 1				
Number of No Par Value Shares:				
0				
Total Authorized Capital:				
10				
Filing History		Name History	Mergers/Conversions	

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Exhibit D



1 **CMOT**

2 Robert Kern, Esq.
3 Nevada Bar Number 10104

4 **KERN LAW, Ltd.**

5 601 S. 6th Street

6 Las Vegas, NV 89101

7 (702) 518-4529 phone

8 (702) 825-5872 fax

9 Admin@KernLawOffices.com

10 Attorney for Defendants

11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DOMINIQUE ARNOULD,

14 Plaintiff/Counter-Defendant,

15 vs.

16 CLEMENT MUNNEY; CHEF EXEC
17 SUPPLIERS, LLC; and DOES I through X,
18 inclusive, and ROE CORPORATIONS I
19 through X, inclusive,

20 Defendants/Counter-Claimants.

Case Number: A-19-803488-B

Dept. Number: 27

**DEFENDANTS' OPPOSITION TO
MOTION FOR PARTIAL SUMMARY
JUDGMENT AND COUNTER-MOTION
FOR ENFORCEMENT OF
SETTLEMENT AGREEMENT**

Hearing Requested

21 COME NOW Defendants, CLEMENT MUNNEY, (hereinafter "Muney"), and CHEF
22 EXEC SUPPLIERS, LLC (hereinafter, "CHEFEXEC") by and through their undersigned
23 counsel Robert Kern, ESQ., of KERN LAW, Ltd. submit this Opposition to Motion for
24 Partial Summary Judgment and Counter-Motion for Enforcement of Settlement Agreement.
25 This motion is made pursuant to NRCP 56, and is based on the signed material terms of the
26 settlement agreement, the records and files of this case, the attached memorandum and
27 exhibits and any matters adduced at the hearing.

28 **STATEMENT OF FACTS**

The company Chef Exec LLC was formed by Clement Muney and Dominique
Arnould in 2007 for the purpose of selling imported and domestic goods to other businesses,

1 with Muney handling the securing of supply contracts and the Las Vegas portion of the
2 business, and Arnould handling the accounting and the Los Angeles side of the business.
3 Chefexec has no operating agreement in place. Chefexec operated smoothly and profitably
4 for its entire existence until Arnould announced that he wished to retire. The first significant
5 disputes between the partners did not occur until Arnould became frustrated that Muney
6 would not offer the buyout amount that he wanted, and was, upon information and belief,
7 unable to sell his interest in the company at a price he considered acceptable.
8

9 During the time that a buyout of Arnould was being discussed, the lease on the
10 company's Los Angeles warehouse came up for renewal, which required a personal
11 guarantee from both partners. Arnould renewed it in both of their names; Muney and
12 Arnould dispute whether Muney authorized Arnould to do so. Soon after, the lease on the
13 Las Vegas warehouse came up for renewal, and like the LA warehouse, the renewal
14 required a personal guarantee by both owners of the company. Muney asked for Arnould's
15 permission to renew the lease, and Arnould refused. Arnould, through his attorney at the
16 time, suggested that Muney lease the warehouse with a company that he owned entirely (so
17 that he would be the only owner required to guarantee the warehouse), and have that
18 company sub-lease the space to Chefexec (*See Exhibit 1*). Muney followed that advice, and
19 a separate company leased the space, and sub-leased it to Chefexec, at a rate that Muney
20 was advised was the standard rate for such storage in the area (*See Exhibit 2*). Muney has
21 not received any notice or allegations of having "taken money and diverted business
22 opportunities and customers" from Chefexec, beyond this warehouse lease.

23 Although the present dispute has arisen over the last year, a review of Chefexec
24 business records shows that its profits drastically increased in 2019 over the previous year,
25 and that it is operating effectively, despite the dispute (*See Exhibit 3*).

26 On February 7, 2020, the Parties met for a settlement conference mediated by Judge
27 Williams, in which Arnould proposed terms of settlement which were accepted by Muney
28 (*See Exhibit 4*). The Parties spent additional hours at that conference to establish an

1 agreement of all material terms to ensure that the settlement agreement would be
2 enforceable (See Exhibit 5). In the agreement, it was agreed that Arnould would purchase
3 Muney's portion of the business for \$700,000 plus half the value of Company inventory,
4 half the bank accounts, and half of the accounts receivable. It was agreed that prior to
5 completion of the sale, parties would not take inventory out of the Las Vegas Warehouse,
6 and would go about their normal course of business. The agreement was contingent upon
7 Arnould securing financing, which he agreed to seek financing in "good faith" "from all
8 reasonable sources." It was also agreed that Arnould would be given a key to the Las Vegas
9 Warehouse, which Muney agreed to because of the terms blocking the taking of inventory.
10

11 At the meeting to count inventory, Arnould brought a truck driver from LA to take
12 inventory out of the Las Vegas warehouse. Muney objected, but in the spirit of
13 consummating the transaction, did not declare a breach at that time. However a few days
14 later, Arnould secretly used his access to take additional inventory, far in excess of the
15 normal course of business, and did not disclose this to Muney. This is known only because
16 of video surveillance (See Exhibit 6). Muney protested and demanded that such actions halt.
17 On February 26, 2020, Arnould's counsel informed Muney's counsel by phone that Arnould
18 was having difficulty obtaining financing, and asked if Muney would be amenable to
19 changing the terms to allow for financing to be more likely. Muney responded that he would
20 be flexible in timing and method, but not as to amount, and also asked to see what efforts
21 were being made to seek financing. Arnould's counsel agreed to send evidence of the efforts
22 made the next day, but did not. Two weeks later on March 11, having received no further
23 communication, Muney requested an update. Arnould's counsel apologized for the delay
24 and asked what information was requested, and Muney indicated that we wanted evidence
25 of what efforts were being made, and what terms/collateral were being offered. Two days
26 later, without any further communication, Arnould filed the present motion for summary
27 judgment. At no time did Arnould follow up on what modifications that Muney would be
28 open to to allow obtaining financing to be easier. At no time prior to filing for summary

1 judgment did Arnould provide any information on what efforts were being made. After
2 demand by Munev, once the motion had been served, Arnould provided his evidence of
3 efforts to secure financing (See Exhibit 7¹). The 'evidence' showed emails regarding four
4 potential transactions. None indicated a flat denial, one stated that the loan would be
5 possible if broken up over time, while another stated that the loan would be possible with
6 real estate collateral such as a home lien. On March 16, Munev formally declared Arnould
7 in breach of the settlement agreement terms.

8 MEMORANDUM OF POINTS AND AUTHORITIES

9
10 The primary reason that summary judgment can not be granted is because of the
11 presence of a settlement agreement that is dispositive of all claims. The enforcement of the
12 agreement itself will be fully discussed in the attached counter-motion to enforce settlement.
13 The secondary issue is that there are multiple issues of fact precluding summary judgment.
14 Plaintiff calls the motion one for partial summary judgment, yet seeks the entire remedy
15 from the whole case (dissolution and distribution). However no distribution and dissolution
16 can occur without first adjudicating the counterclaims, and Plaintiff's sole cause of action
17 for Breach of Fiduciary Duty. As this court has already ruled the breach claim to have
18 genuine issues of material fact, and the allegations of the counterclaims have not even been
19 addressed, Plaintiff can not satisfy Rule 56.

20 **A. Summary Judgment Standard**

21
22 ¹ Four items were provided:

23 1 - "CITI BANK" - A short email chain asking about financing. The lender initially
24 indicates he would have to fill out a formal application (Feb 21), after which the email
25 shows Arnould requesting to make such an application on March 6. There are no
26 communications indicating the result of that application.

27 2 - "CITY NATIONAL BANK" - A single email in which the lender requests more
28 information.

3 - "WELLS FARGO" - An email chain where the lender indicates that they can offer
financing, but they will want real estate collateral, to which Arnould responds asking if
that means they wont lend to him. There is no answer provided.

4 - "WESTRIDGE" - A single email that states they are not approved for the full amount,
but could offer the loan if Munev is willing to accept incremental payments.

1 Summary judgment is appropriate when, as a matter of law, there is no
2 genuine issue as to any material fact. NRCP 56(c); *Prostack v. Songailo*, 97 Nev. 38, 40,
3 623 P.2d 978 (1981). Summary judgment is particularly inappropriate at this time, as there
4 is an enforceable settlement agreement in place, precluding any action to move forward with
5 the case, and as this Court has already ruled, the issues surrounding the breach of fiduciary
6 duty claim could not be resolved on summary judgment because they involve questions of
7 material fact.²

9
10 **B. There is an Enforceable Settlement Agreement in Place.**

11 A motion for summary judgment is not appropriate when a case has been settled.
12 NRCP Rule 56 requires a showing that the movant is entitled to judgment as a matter of
13 law. Although the final agreement had not yet been signed, the material terms that was
14 signed is fully enforceable under Nevada law. In *May v. Anderson*, the Nevada Supreme
15 Court made clear that "because a settlement contract is formed when the parties have agreed
16 to its material terms, even though the exact language is finalized later, a party's refusal to
17 later execute a release document after agreeing upon the release's essential terms does not
18 render the settlement agreement invalid." *May v. Anderson*, 119 P. 3d 1254 (NV S.Ct.
19 2005). As the settlement agreement called for mutual waiver of all claims, and both parties
20 signed the agreement and agreed it would be binding, there are no claims that Arnould can
21 claim entitlement to judgment upon.

22 Arnould's motion gives no explanation as to why the settlement agreement should not be
23 binding upon him, nor requests this Court to make such a finding. As such a finding is
24 required prior to any consideration of a motion for summary judgment, and Arnould has not
25 requested such a finding, the motion must be denied.

26
27
28 ² 01/10/2020 Order Denying Summary Judgment, p.1.

1 **C. The Circumstances do not Meet the Standard for Judicial Dissolution or**
2 **Appointment of a Receiver.**

3 A review of the evidence makes clear that dissolution of the company was Arnould's
4 goal even prior to any alleged wrongdoing by Muney. See Exhibit 1³ (Letters demanding
5 dissolution sent on July 25 and August 7; Arnould stated he first became aware of the new
6 lease on October 1). As Arnould wants to be bought out at better terms than what he was
7 able to negotiate through proper channels, he is seeking to manufacture a dispute to allow
8 him to more profitably cash out. See Exhibit 8 (June 26 email from Arnould asking for
9 company to be split).

10 Nevada law only allows judicial dissolution and appointment of a receiver as an
11 extreme remedy of last resort, when there is no other remedy at law. Further, it is only
12 available when continued operation of the LLC's business is "no longer reasonably
13 practicable." NRS 86.495. The fact that settlement was agreed to by both parties makes
14 clear that there are other remedies available other than dissolution. While Nevada courts
15 have not established a more thorough definition of "reasonably practicable, looking to
16 Delaware courts, as Nevada Courts typically do for issues of corporate law⁴, we see that the
17 business must be without any reasonable ability to carry on. The Delaware Court of

18 Chancery explained::

19 Dissolution of an entity chartered for a broad business purpose remains
20 possible upon a strong showing that a confluence of situationally specific
 adverse financial, market, product, managerial, or corporate governance
 circumstances make it nihilistic for the entity to continue"

21 *Matter of Arrow Inv. Advisors, LLC*, 2009 WL 1101682, *2 (Del. Ch. 2009). That court
22 went on to explain that as a remedy of last resort, judicial dissolution and receivership is not

23 ³Previous attorney Gershuni on July 25 "...the process which I previously proposed, which
24 is a dissolution of the LLC..."; Current attorneys on August 7: "The purpose of this letter is
25 to notify you that we have been retained to dissolve the Company. The dissolution will
26 occur in one of two ways: (1)the parties will either work together to obtain a speedy and
27 amicable dissolution internally, which will be much more cost efficient; or (2) we will
28 unilaterally seek to dissolve the Company by judicial action whereby the terms of such
 dissolution will be decided under Nevada law." "If we do not receive a written response
 from you by this date, we will initiate judicial action to dissolve the Company as set forth
 herein.

⁴ *Brown v. Kinross Gold USA, Inc.*, 531 F. Supp. 2d 1234 (D. Nevada 2008).

1 appropriate as a response to allegations of breaches of fiduciary duty, and was so deficient
2 as to warrant dismissal:

3 Here, Hamman has failed to allege that Arrow is not operating in
4 accordance with the broad purposes set forth in its LLC agreement.
5 Moreover, I will not entertain a claim for dissolution premised on
6 unproven breaches of fiduciary duty. Dissolution is an extreme remedy to
7 be applied only when it is not longer reasonably practicable for the
8 company to operate in accordance with its founding documents, not as a
9 response to fiduciary or contractual violations for which more appropriate
10 and proportional relief is available.

11 Id. Just as in that case, Plaintiff has pled a pretextual breach of fiduciary duty (as shown
12 above), and demanded an extreme remedy of last resort from this Court. *Bedore v.*
13 *Familian*, 125 P. 3d 1168 (Nev: Supreme Court 2006); (Where taking excess salary and
14 usurping corporate opportunity was alleged, receivership and dissolution not warranted);
15 *Gottier's Furniture, LLC v. La Pointe*, No. CV040084606S, 2007 WL 1600021 (Conn.
16 Super. May 16, 2007); (declining defendant member's request to appoint receiver to wind
17 up affairs of LLC inasmuch as defendant member had misappropriated LLC funds and had
18 unclean hands, and, alternatively, because dissolution receivership is extraordinary remedy
19 that is not warranted merely based on dissension of members or financial difficulty).

20 It is clear from the law that in order to demand receivership and dissolution, Plaintiff
21 must plead and prove that the business is no longer able to effectively operate. Plaintiff has
22 not pled facts to support such an allegation, nor can he. Business records of the company
23 show that this year, the year of the present dispute, ChefExec is making 73% more profit
24 than it did the previous year. *See* Exhibit 3. This is possible despite disagreements because
25 Muney and Arnould have always each run their own city's branch of the company. Thus
26 while they may disagree, and such disagreements may cause issues, they do not prevent the
27 company from operating.

28 **D. Significant Issues of Fact Still Remain**

Even beyond the fact that summary judgment is unavailable when an enforceable
settlement is in place, there are significant issues of fact remaining in the litigation. First and

1 most obviously, this Court declared in its order of January 10, that summary judgment is
2 unavailable for the claim of breach of fiduciary duty because there are genuine issues of
3 fact⁵.

4 Further, Arnould's motion does not even address Muney's counterclaims. Although
5 Arnould indicates that it is a motion for *partial* summary judgment, the fact remains that a
6 proper division of the company and settlement of Arnould's claims can not be done without
7 also resolving Muney's claims. A review of the evidence and affidavits attached to the
8 motion make clear that there is not a single statement alleging to resolve the matters of
9 Muney's counterclaims. Under Rule 56, the moving party bears the burden of initially
10 showing that there is no issue of fact remaining. Arnould is not capable of doing so without
11 so much as mentioning any of the counterclaims, or the facts they rely upon. This is yet
12 another reason summary judgment must be denied.

13
14 **E. Arnould's Perjury Should Disqualify his Entire Declaration.**

15 In Muney's motion for summary judgment, he pointed out provably false statements
16 in Arnould's affidavit. Despite that, Arnould has again made a sworn affidavit to this Court,
17 with knowingly, provably false statements. Arnould should not be allowed to lie to this
18 Court under oath heedlessly and without consequence.

19 Review of the declaration shows the following clear falsehoods:

20 -Paragraph 4 – Despite Arnould's counsel directly stating in open court at the
21 previous motion hearing that Arnould and Muney operate Los Angeles and Las Vegas
22 separately, Arnould here testifies to the opposite.

23 -Paragraphs 9 & 10 – Arnould states that Muney leased the warehouse with his own
24 company, and sub-leased it to Chef Exec without any “communication”. This is explicitly
25 false. Muney has shown two separate emails from two separate attorneys for Arnould
26 specifically suggesting this course of action. Arnould may dispute whether this constitutes
27

28 ⁵ “Summary Judgment on the issue of whether Defendant Muney breached fiduciary duties
is denied because there are genuine issues of material fact.”

1 consent, but they can not argue that it does not constitute “communication”. This is a
2 knowing and explicit falsehood.

3 -Paragraph 13 – Arnould stated: “Muney refuses to allow me access to the Las Vegas
4 warehouse or treat me like an owner of the Company.” Pursuant to the Settlement Agreement,
5 Muney provided Arnould with a key to the new locks on Feb 20, 2020. Exhibit 6 shows
6 Arnould's agent entering the warehouse on his own, clearly with his own key. This
7 declaration was dated March 12. This is an explicit fabrication.

8
9 **III.**

10 **CONCLUSION**

11 The present motion was filed while an enforceable settlement agreement, which was
12 dispositive of all claims, was still in place, and did so without moving for any action
13 regarding the settlement agreement. Further, the request to dissolve the company and
14 distribute can not occur without resolving the breach of fiduciary duty claim and the
15 counterclaims, all of which have undisputed genuine issues of fact that preclude summary
16 judgment. For these reasons summary judgment can not be granted.

17
18 DATED this 20th day of March, 2020

19 **KERN LAW**

20 By: /s/ Robert Kern /s/
21 Robert Kern, Esq.
22 601 S. 6th Street
23 Las Vegas, NV 89101
24 (702) 518-4529
25 Attorney for Defendants
26
27
28

1
2 **COUNTER-MOTION TO ENFORCE SETTLEMENT AGREEMENT**

3 As discussed above, on February 7, 2020, at a settlement conference, the Parties
4 signed a document titled “Memorandum of Material Terms of Agreement” (Exhibit 4).
5 Muney hereby moves this Court for an order enforcing the terms of the agreement, and
6 reducing the agreement to judgment.

7 1 In Nevada Preliminary Settlement Agreements are Enforceable.

8 The trial court has inherent power to enter a judgment enforcing a settlement:

9 The power of a trial court to enter a judgment enforcing a settlement
10 agreement has its basis in the policy favoring the settlement of disputes and
11 the avoidance of costly and time consuming litigation. (Citations omitted.) To
12 effectuate this policy, the power of a trial court to enforce a settlement
13 agreement has been upheld even where the agreement has not been arrived at
14 in the presence of the court nor reduced in writing. (Citations omitted.)

15 *Kukla v. National Distillers Products Company*, 43 F. 2d 619 at 621 (6th Cir. 1973). That
16 Court also clarified that summary enforcement is proper when there is no dispute as to the
17 material terms of the agreement. The Nevada Supreme Court confirmed this in *May v.*
18 *Anderson*, where they made clear that "because a settlement contract is formed when the
19 parties have agreed to its material terms, even though the exact language is finalized later, a
20 party's refusal to later execute a release document after agreeing upon the release's essential
21 terms does not render the settlement agreement invalid." *May v. Anderson*, 119 P. 3d 1254
22 (NV S.Ct. 2005). The Court explained: “Because a settlement agreement is a contract, its
23 construction and enforcement are governed by principles of contract law. . . . A contract
24 can be formed, however, when the parties have agreed to the material terms, even though
25 the contract's exact language is not finalized until later.” (Id. At 1257). Further, DCR 16 and
26 EDCR 7.50 directly state that a settlement agreement in writing that is signed by both
27 parties is enforceable⁶.

28 **2. The Signed Agreement in This Matter Satisfies Requirements to be Enforceable.**

29 ⁶ “No agreement or stipulation between the parties or their attorneys will be effective
30 unless the same shall, by consent, be entered in the minutes in the form of an order, or
31 unless the same is in writing subscribed by the party against whom the same shall be
32 alleged”

1 In order to be enforceable, the agreement must contain all material terms, must be in
2 writing, and must be signed by the party it is to be enforced against. Review of the
3 agreement shows that, in signing it, the Parties specifically agreed that it would be
4 enforceable (“It is understood that this agreement shall be binding upon the parties until the
5 final agreement is signed.”), and that it contained all material terms (“The parties agree that
6 this agreement contains all terms that are material to the agreement.”). The agreement
7 specified the parties, specifically identified what assets were being transferred, and what
8 price was being paid, a timeframe, a mutual release, a non-compete and non-disparagement
9 agreement, agreements to maintain the status quo prior to final sale, and the mechanism for
10 dispute resolution within the agreement. The agreement is unquestionably in writing, and it
11 is clearly signed by both parties. There is no real question as to whether the agreement is
12 enforceable, but only whether a bank's refusal to grant Arnould a loan without any collateral
13 offered somehow satisfies Arnould's duty use best efforts to seek financing in good faith.

14 **3 Arnould Failed his Duty to use Good Faith and Best Efforts to Seek Financing.**

15 The sole contingency of the agreement was that it was conditional upon Arnould
16 obtaining financing, which he would be “required to use good faith towards seeking to
17 obtain financing from all reasonable sources.” It is this contingency Arnould now hopes to
18 use to get out of the agreement. The requirement to use good faith in seeking financing was
19 specifically negotiated, and Muney specifically rejected language proposed by Arnould that
20 the determination of what “good faith” entailed would be “In Arnould's sole discretion.”
21 (See Exhibit 9, Early Draft). Such negotiations make clear that the requirement to seek
22 financing in good faith from all available sources was intended to be a substantive
23 requirement of the agreement.

24 Although Nevada courts have not provided significant guidance on the subject of
25 what the standard of “good faith” requires in such context, Nevada courts frequently look to
26 Delaware courts, who have analyzed this issue. The Court of Chancery in *Hexion* reviewed
27 this question, first finding that the terms “good faith” and “reasonable best efforts” to be
28 equivalent in a contract. *HEXION SPEC. CHEMICALS, INC. v. Huntsman Corp.*, 965 A. 2d
715 at 721 (Del. Ct of Chancery 2008). That Court analyzed what was required of a party
who agreed to make “best efforts” at obtaining financing, and concluded that “to the extent
that an act was both commercially reasonable and advisable to enhance the likelihood of

1 consummation of the financing, the onus was on Hexion to take that act.” *Id.* At 749. The
2 Court explained that in order to justify failure to obtain financing, the party would have to;
3 “show that there were no viable options it could exercise to allow it to perform without
4 disastrous financial consequences.” *Id.* At 755. The Court went on to state that the bound
5 party, of finding difficulty complying with the requirement to seek financing, was required
6 to communicate with the opposing party to attempt to seek resolution, and that failure to do
7 so was likewise a breach. *Id.* At 750 (“But Hexion did nothing to approach Huntsman
8 management, either to discuss ways the solvency problems might be addressed, or even to
9 put Huntsman on notice of its concerns. This choice alone would be sufficient to find that
Hexion had knowingly and intentionally breached its covenants.”).

10 Holding Arnould's efforts against this standard, it is clear that they are insufficient.
11 First, and most obviously, none of the four communications showed a flat denial (Exhibit
12 7), the worst stated that a formal application would need to be filled out, and others either
13 requested more information (which there is no evidence was ever provided), requested
14 collateral, or requested that the loan be broken up over time. Talking to four lenders without
15 getting a definite answer from any does not indicate that he sought financing from “all
16 reasonable sources”. More importantly, no reasonable person expects to borrow
17 \$700,000.00 without providing any collateral. Arnould owns multiple homes; he may not
18 wish to encumber them, but absent a showing of disastrous financial consequences to
providing such collateral, he must take such reasonable steps.

19 Further, by the standards of the *Hexion* Court above, Arnould's failure to
20 communicate with Muney to seek resolution of his 'difficulties' with financing is itself prima
21 facie evidence of bad faith. This is shown by the fact that Muney offered flexibility in terms,
22 including such terms as requested by one of the lenders, and instead of investigating such
23 options, and Arnould filed a motion for summary judgment prior to making any effort at all
24 to pursue them. In fact, as far as Arnould has shown, he has not even made the effort to
25 reply to emails from lenders asking for more information. It is thus clear that Arnould failed
his duty of good faith under the agreement, and can not be excused from the contract by his
own malfeasance.

26
27 **4 Arnould Used Muney's Compliance to Wrongfully Take Merchandise.**
28

1 As part of the settlement agreement, Arnould insisted upon being given the key to
2 the Las Vegas warehouse. Muney agreed only because of the inclusion of the language
3 stating that he was not to take inventory from the warehouse during the agreement⁷. Despite
4 this agreement, at the meeting to count inventory, Arnould brought a truck driver from LA
5 to take inventory out of the Las Vegas warehouse. Muney objected, but in the spirit of
6 consummating the transaction, did not declare a breach at that time. However a few days
7 later, Arnould secretly used his access to take additional inventory, far in excess of the
8 normal course of business, and did not disclose this to Muney. This is known only because
9 of video surveillance (Exhibit 6). This inventory had significant monetary value and
10 contained inventory essential for the Las Vegas operation. In this way Arnould used Muney
11 providing him the key, according to the agreement, to enrich his side of the business while
breaching the same agreement.

12 5 The Settlement Agreement Should be Enforced and Reduced to Judgment.

13 The entire goal of the present litigation was for Arnould to seek division of company
14 assets between the Parties. The terms of the settlement agreement are fully enforceable, and
15 as they are the terms the parties themselves agreed to, are an objectively equitable method
16 of dividing interests and resolving the present matter. No third party analysis could divide
17 interests more appropriately than the agreement of the parties themselves, and there is no
18 reason to waste judicial resources, expert fees, and attorneys fees litigating this matter when
an enforceable and agreed-to resolution is already in place.

19 Muney therefore requests that this court reduce the settlement agreement to
20 judgment by its existing terms, and conclude the present litigation.

21 DATED this 20th day of March, 2020

22 **KERN LAW**

23 By: /s/ Robert Kern /s/
24 Robert Kern, Esq.
25 601 S. 6th Street
26 Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants

27 ⁷ “Both parties agree that neither will incur any extraordinary expenses or take any items
28 out of the warehouse between February 7, 2020, and the completion of the final Sale of
the Company.”

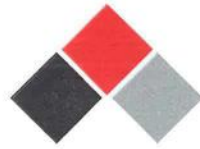
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EXHIBIT 1



MARQUIS AURBACH COFFING

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DIRECT FAX: (702) 856-8986
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BRIAN R. HARDY
OF COUNSEL

August 7, 2019

Via Email and Regular Mail

Clement Muney
151 Augusta St.
Henderson, NV 89074
clement@chefexecsuppliers.com

Re: CHEF EXEC SUPPLIERS, LLC - Dissolution
Our File No. 15755-001

Dear Mr. Muney:

Our firm represents Dominique Arnould ("Dominique") with respect to CHEF EXEC SUPPLIERS, LLC, a Nevada limited liability company (the "Company"), in which you and Dominique are both Managing Members each owning fifty percent (50%) of the total membership interests in the Company. The purpose of this letter is to notify you that we have been retained to dissolve the Company. The dissolution will occur in one of two ways: (1) the parties will either work together to obtain a speedy and amicable dissolution internally, which will be much more cost efficient; or (2) we will unilaterally seek to dissolve the Company by judicial action whereby the terms of such dissolution will be decided under Nevada law. It is Dominique's desire to dissolve the Company internally and amicably; however, if that is not possible, we are prepared to initiate judicial action.

If judicial action is required, the district court will dissolve the Company in accordance with the requirements set forth in Nevada Revised Statutes ("NRS") Chapter 86, which are as follows: (1) the Company's liabilities will be paid in the following order (a) to the Company's creditors (accounts payable, leasehold interests, and other general Company debt), and (b) to the Company's members in the amount of their capital contributions; and (2) the Company's assets will be distributed to the members in accordance with the percentage of their respective ownership interest. Please note that a court-ordered dissolution, under Nevada law, will not require any member to be bound by obligations of non-competition, non-solicitation of suppliers or customers, or any other restrictive covenant. Instead, it will be a simple and straightforward payment of debts and division of assets.

As a result of the foregoing, Dominique will not agree to dissolution terms that require the parties to be bound by terms and conditions that are more restrictive than what the parties would otherwise obtain by court action (e.g., non-competition and non-solicitation covenants). In any event, distribution to Dominique of his respective share of the Company's assets would not even constitute separate consideration for any such covenants, thus rendering them unenforceable. Continuing to demand that the parties agree to such unnecessary restrictions will force us to seek a court-ordered dissolution under Nevada law, as set forth above, and only cause both parties to incur court costs and

legal fees unnecessarily. To that end, it is proposed that the parties agree to an amicable dissolution based on the following terms and conditions:

1. **Liabilities.** The Company's debts and creditors are to be paid in full.
2. **Las Vegas Lease.** The lease cannot be renewed and must expire in September 2019. If any party desires to enter into a new lease at this location, that party must do so on its own accord—meaning, that party must form a new entity to enter into a new lease and shall not use or purport to use the other party as a guarantor.
3. **Los Angeles Lease.** Either (a) terminate the lease and buy out the remaining term from the landlord using Company funds, or (b) if any party desires to enter into a new lease at this location, that party must do so on its own accord—meaning, that party must form a new entity to enter into a new lease and shall not use or purport to use the other party as a guarantor.
4. **Accounts Receivable.** Both parties shall actively pursue collection of all the Company's accounts receivable. The proceeds of such collection shall be divided equally, i.e., 50-50, between the parties.
5. **Sales Commissions.** The sales commissions earned by but not paid to the applicable sales representative shall be paid to such representative in the Company's ordinary course of calculating and paying such commissions.
6. **Assets.** The Company's remaining assets (cash, equipment and inventory) shall be divided equally, i.e., 50-50, between the parties either in cash or in kind. Formal appraisals will be obtained to determine the value of any asset that is not mutually agreed upon by the parties, the cost of which would necessarily reduce the amount of remaining assets available for distribution.

Please respond to this letter in writing no later than 3:00 p.m. Nevada time on August 14, 2019. If we do not receive a written response from you by this date, we will initiate judicial action to dissolve the Company as set forth herein. Please also note that our client reserves all of his rights with respect to the Company and his membership interest therein, none of which are waived. Thank you in advance for your prompt attention to this urgent matter.

Sincerely,

MARQUIS AURBACH COFFING



Jordan B. Peel, Esq.

JBP:jbp
cc: Client

Re: Chef Exec Suppliers LLC

Robert Kern

Fri 12/6/2019 12:58 PM

From: Gregory Gershuni <ggershuni@aol.com>

Subject: Re: Chef Exec Suppliers LLC

Date: July 25, 2019 at 2:15:44 PM PDT

To: clement@chefexecsuppliers.com

Cc: dominique@chefexecsuppliers.com, domiarnould@yahoo.com

Dear Clement,

Thanks for your reply.

You ask about the effect of the operating agreement. Please provide me with a fully executed (i.e., signed by both you and Dominique) copy of the operating agreement and I can then review it and give you my comments in response to your questions.

I agree that selecting an appraiser should be a relatively simple process. I also believe that you and Dominique would be agreeable to your respective interests in the company being valued at 50% of the appraised value of all assets, tangible and intangible. However, to carry out the process which I previously proposed, which is a dissolution of the LLC and winding up of its affairs, with the physical assets being allocated between you both according to the appraiser's valuation after all liabilities are satisfied, going forward should be simple. It is my understanding that each of you would be entitled to 50% of the inventory in each location and each of you would be entitled to 50% of the equipment in each location. Ultimately the two of you might agree on some variations in this regard, but if we can memorialize the fundamental terms of this dissolution, we can then get on with the process of selecting an appraiser.

As for your concern regarding the Las Vegas lease renewal in September, I will recommend that you form a new entity to be the lessee to take over the Las Vegas lease when it comes up for renewal in September. You would be the sole member of that new entity (or perhaps partner with someone else?) and Dominique, not being a principal of your new entity, would not be required to sign the new Las Vegas lease.

Would you like me to draft the proposed dissolution agreement? Please let me know ASAP.

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

THE **GERSHUNI** LAW FIRM

11377 West Olympic Blvd., Suite 521
Los Angeles, California 90064
(310) 474-6300 Office
(310) 344-2075 Cell
www.GershuniLaw.com
Integrity is Everything

This message is intended only for the use of the entity to which it is addressed, and may contain information that is privileged, confidential. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivery of the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

-----Original Message-----

From: Clement Muney <clement@chefexecsuppliers.com>
To: Gregory Gershuni <ggershuni@aol.com>
Cc: Clement Chef Exec <clement@chefexecsuppliers.com>; dominique <dominique@chefexecsuppliers.com>; domiarnould@yahoo.com <domiarnould@yahoo.com>
Sent: Wed, Jul 24, 2019 6:34 pm
Subject: Re: Chef Exec Suppliers LLC

Gregory,

Thank you for your email. To go forward, I think I need a better understanding of the situation. Can you tell me, does the operating agreement allow for unilateral dissolution on Dominique's part? Does it allow him to sell his voting interest in the company to another party without my consent? I'm just wondering where the contracts stand on all this.

Regardless of those answers, I think if we can agree on a selection method for an appraiser, and Dominique will accept the appraised value of 50% (representing his half of the company) of the total cost value of all inventory and the appraised value of physical assets, then we will have an agreement.

I do have another concern however, which is that the Las Vegas lease comes up for renewal in September. They will likely not allow renewal without signature from all principals of the company. What do you propose we do there?

Sincerely yours

Clement

On Jul 24, 2019, at 3:40 PM, Gregory Gershuni <ggershuni@aol.com> wrote:

Dear Clement,

It's been a couple of days since I last wrote to you. Kindly afford me the courtesy of a reply.

Kindest personal regards,

Gregory Gershuni

Gregory Gershuni

Attorney at Law

THE **GERSHUNI** LAW FIRM

11377 West Olympic Blvd., Suite 521

Los Angeles, California 90064

EXHIBIT 2

Fwd: PROPERTY LEASE RATES

clement MUNEY

Tue 10/15/2019 4:30 PM

To: Robert Kern <robert@kernlawoffices.com>

Cc: clement MUNEY <cmuney1@yahoo.com>; Jeremy Muney <jeremymuney@yahoo.com>

FYI

I took this quote

we have 7745 sqft ware house *1.25\$ = 9681.25

+ Cam=1210\$

So a total opf \$10,891.25 per month

I am billing \$10,790 per month with CMJJ Gourmet Inc. to Chef Exec Suppliers LLC

Begin forwarded message:

From: GENE PROCTOR <proctorsnogamble@gmail.com>

Subject: Re: PROPERTY LEASE RATES

Date: August 14, 2019 at 6:53:09 PM PDT

To: Clement Muney <clement@chefexecsuppliers.com>

The rate with cams would increase to \$11,280.

On Wed, Aug 14, 2019 at 3:50 PM Clement Muney <clement@chefexecsuppliers.com> wrote:

Hello Gene,

Thank you for your email

With the "cam" like we have right now with Chef Exec Suppliers LLC, on our warehouse on Quail that you know, what total price would we looking at please all included on a month to month?

Thank you for your help

Clement Muney

(702) 340 8697

Sent from my iPhone

On Aug 14, 2019, at 15:43, GENE PROCTOR <proctorsnogamble@gmail.com> wrote:

Clement,

The industrial property inventory is quite limited in Las Vegas right now. The per square foot rate increased 30% last year. The 8,000 square foot space you inquired about leases for \$1.00 psf but there is a 25% premium for a month to month lease bringing the rate to \$1.25 psf or a total of \$10,000 per month. Let me know if you have any other questions.

--

Gene Proctor Jr.
Licensed Since 1998
Commercial Leasing Specialist
"Proctor's No Gamble"
proctorsnogamble@gmail.com
Coldwell Banker Premier
[8290 W. Sahara Ave., Suite 100](#)
[Las Vegas, NV 89117](#)
Cell 702.762-0917

--

Gene Proctor Jr.
Licensed Since 1998
Commercial Leasing Specialist
"Proctor's No Gamble"
proctorsnogamble@gmail.com
Coldwell Banker Premier
8290 W. Sahara Ave., Suite 100
Las Vegas, NV 89117
Cell 702.762-0917

EXHIBIT 3

1:20 PM

12/04/19

Accrual Basis

CHEF EXEC SUPPLIERS, LLC
Profit & Loss Prev Year Comparison
January 1 through December 4, 2019

	Jan 1 - Dec 4, 19	Jan 1 - Dec 4, 18	\$ Change	% Change
Ordinary Income/Expense				
Income	1,088,025.66	985,138.84	102,886.82	10.4%
Cost of Goods Sold	422,067.21	455,053.29	-32,986.08	-7.3%
Gross Profit	665,958.45	530,085.55	135,872.90	25.6%
Expense	348,089.31	346,616.08	1,473.23	0.4%
Net Ordinary Income	317,869.14	183,469.47	134,399.67	73.3%
Other Income/Expense	3.31	0.00	3.31	100.0%
Net Income	317,872.45	183,469.47	134,402.98	73.3%

EXHIBIT 4

Memorandum of Material Terms of Agreement

February 7, 2020

This agreement puts forth the material terms of the settlement agreement reached between the parties at Judicial Settlement Conference held on this date. The final written agreement to be drafted at a later time.

The parties agree that this agreement contains all terms that are material to the agreement.

This agreement is between Dominique Arnould and Clement Muney, (the parties) currently each a 50% owner in the company Chef Exec Suppliers, LLC (the Company). It is understood that this agreement shall be binding upon the parties until the final agreement is signed.

The Parties agree that Dominique Arnould will buy out the interest of Clement Muney in the Company, for the amount of \$700,000.00, to be paid within 45 days from the execution of the final agreement (the Sale).

In addition to the Sale price, Clement Muney will be paid $\frac{1}{2}$ of the bank account on the date of closing of the sale, $\frac{1}{2}$ of the inventory at cost value on the closing date of the sale, and $\frac{1}{2}$ of the accounts receivable as they are owed to the Company.

Assets being sold are:

- All names and logos including but not limited to trademarks, logo of Chef Exec, LLC,, and all intellectual property

- All website domain names and codes including but not limited to, chefexecsuppliers.com or any other similar names or affiliates

- All equipment including, but not limited to forklifts, pallet jacks, Mercedes truck, manufacturing molds, manufacturing tooling, racks, shelving, tools, delivery systems, computers including employee computers, employee phones, monitors, hardware, docking systems, ladders, step-ladders, packaging materials, rolling carts, scales, software, and copy-machines. Clement Muney and Jeremy Muney's personal mobile phones and computers are excluded but both will pay back the value at an agreed upon price.

- All accounts including but not limited to UPS, Paypal, checking, savings, Tempus, Commonwealth, and all usernames and passwords required for sign-in

- All insurance policies

- All company EIN numbers

- All UPC Codes

-All phone and fax numbers including but not limited to employee numbers, and fax numbers, and Clement Muney shall cooperate in providing Arnould with Arnould's cell Phone Number within 7 days of the settlement conference 702-683-2433. However, Clement Muney and his son may retain their current cell phone and home phone numbers.

-All CES Price lists, catalogs, logos, and all sales materials

-All Customer lists

-All Supplier and vendor lists

Paris Saveur logo may be used by Arnould until current and already ordered inventory is used up.

Once the Sale is completed, Clement Muney will be bound by a non-compete agreement prohibiting him from doing any business directly or indirectly that competes with the business of the Company, within Nevada, California, Hawaii, New York, Missouri, and Illinois for three and a half (3.5) years following the date of the agreement. This non-compete also includes non-solicitation of any current or potential customers of the Company. No party may disparage the Company, Employees, or either party. All sales inquiries will be forwarded to Dominique Arnould as soon as they are received. However, the non-compete does not include CMJJ Gourmet's current lines of products which will be specified later in a final agreement.

This agreement shall be contingent upon:

--Dominique Arnould being able to obtain financing sufficient to allow him to pay the purchase price of the Sale, with the understanding that he will be required to use good faith towards seeking to obtain such financing from all reasonable sources

-- Dominique Arnould agrees to assume the lease of the Las Vegas warehouse that is currently held by CMJJ Gourmet, Inc., subject to approval by the landlord and subject to Dominique Arnould's approval of the lease terms, which will not unreasonably be withheld.

-- All parties mutually waive all claims upon execution of the final agreement

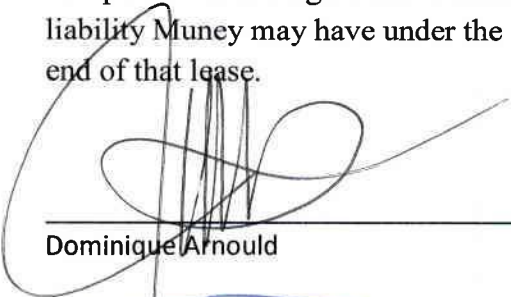
It is further agreed that the sale price of \$700,000.00 shall be discounted by the amount of profits (amount received minus cost of the leased space) that the company CMJJ Gourmet, Inc. has received from Chef Exec, LLC for storage in the Las Vegas Warehouse

Both parties agree that neither will incur any extraordinary expenses or take any items out of the warehouse between February 7, 2020, and the completion of the final Sale of the Company. Inventory shall be set for a date as soon as Arnould finds available, and Muney will give Arnould the key to the Las Vegas warehouse at that time. Sergio, Clement Muney, and Dominique Arnould shall conduct an inventory in the next 10 days. Both parties shall have full access to all

Company financial records in order to be aware of such expenditures, and each shall have the right to bring the dispute to the settlement judge if the Parties do not agree whether an expense was extraordinary or not in the ordinary course. If a settlement conference does not resolve this issue, the Parties shall have the issue decided by Judge Allf.

All business will be conducted as usual without interference by the other party.

The parties further agree that Dominique Arnould shall indemnify Clement Muney for any liability Muney may have under the Los Angeles warehouse lease between the present and the end of that lease.



Dominique Arnould

date

Clement Muney

Date

Clement Muney

date

EXHIBIT 5

AFFIDAVIT OF ATTORNEY ROBERT KERN

I, Robert Kern, make this Declaration of my own personal knowledge and under the penalty of perjury pursuant to NRS 53.045.

1. I am a duly licensed practising attorney in the State of Nevada, County of Clark, maintaining offices at 601 S. 6th Street, Las Vegas, Nevada 89101, and represent Defendants in the above-entitled matter.
2. I attended a settlement conference of the Parties on February 7, 2020.
3. At the conference, the parties reached agreement before noon, but stayed hours later in order to put together an agreement with sufficient terms so as to be enforceable on its own.
4. During negotiation, Arnould proposed language allowing him to have sole discretion as to whether he has taken sufficient efforts to get financing. To support this, he assured us that the financing would essentially be automatic, and getting it wouldn't be in question. We nonetheless refused the language, as it was our intention that Arnould be held to a definite good faith standard and not be allowed to slip out of the agreement if he changed his mind, simply by alleging he didn't find financing.
5. When I spoke to Arnould's counsel on the phone, I explicitly indicated that we were open to adjusting payment terms for more time, or essentially anything other than the amount of payment. They never initiated communication again on the subject prior to filing for summary judgment.

I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge.

DATED this 20th day of March, 2020.

KERN LAW

By: /s/ Robert Kern
Robert Kern, Esq.
NV Bar #10104
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants

EXHIBIT 6



EXHIBIT 7

From: fabian.prado@citi.com,
To: domiarnould@yahoo.com,
Cc: domiarnould@aol.com,
Subject: Re: Loan Request
Date: Fri, Feb 21, 2020 12:45 pm

Sent from my BlackBerry 10 smartphone.

From: Prado, Fabian [GCB-RTLB]
Sent: Friday, February 21, 2020 12:44 PM
To: dominarnuld@yahoo.com
Subject: Fw: Loan Request

Sent from my BlackBerry 10 smartphone.

From: Prado, Fabian [GCB-RTLB] <fp68083@imcnam.ssmb.com>
Sent: Friday, February 21, 2020 12:31 PM
To: domiarnuld@aol.com
Subject: Loan Request

Hi Dominic,

At this moment based on the preliminary review it appears there is not enough cash flow to support your requested loan amount. We can always submit to our underwriters for a formal review if you'd like.

Sent from my BlackBerry 10 smartphone.

From: domiarnould@aol.com,
To: fabian.prado@citi.com,
Subject: Re: Loan Request
Date: Fri, Mar 6, 2020 11:52 am

sounds good

-----Original Message-----

From: Prado, Fabian <fabian.prado@citi.com>
To: 'domiarnould@aol.com' <domiarnould@aol.com>
Sent: Fri, Mar 6, 2020 11:42 am
Subject: RE: Loan Request

Studio City Branch at 1 PM on Monday?

From: [aol.com] domiarnould@aol.com [mailto:domiarnould@aol.com]
Sent: Friday, March 06, 2020 11:40 AM
To: Prado, Fabian [GCB-RTLBI]
Subject: Re: Loan Request

Hello Fabian

Where should we meet???,

Please let me know

Dominique

-----Original Message-----

From: Prado, Fabian <fabian.prado@citi.com>
To: 'domiarnould@aol.com' <domiarnould@aol.com>
Sent: Fri, Mar 6, 2020 11:00 am
Subject: RE: Loan Request

Hi Dominique,

We can meet next week for you to sign the application. I am available Monday or Tuesday.

From: [aol.com] domiarnould@aol.com [mailto:domiarnould@aol.com]
Sent: Thursday, March 05, 2020 12:47 PM
To: Prado, Fabian [GCB-RTLBI]
Subject: Re: Loan Request

Hello Fabian

Could you ask your underwriters to do a formal review of my requested loan.

thank you very much

Dominique

-----Original Message-----

From: Prado, Fabian <fabian.prado@citi.com>
To: domiarnould@yahoo.com <domiarnould@yahoo.com>
Cc: domiarnould@aol.com <domiarnould@aol.com>
Sent: Fri, Feb 21, 2020 12:45 pm
Subject: Re: Loan Request

Sent from my BlackBerry 10 smartphone.

From: Prado, Fabian [GCB-RTL]B]
Sent: Friday, February 21, 2020 12:44 PM
To: dominarnuld@yahoo.com
Subject: Fw: Loan Request

Sent from my BlackBerry 10 smartphone.

From: Prado, Fabian [GCB-RTL]B] <fp68083@imcnam.ssmb.com>
Sent: Friday, February 21, 2020 12:31 PM
To: domiarnuld@aol.com
Subject: Loan Request

Hi Dominic,

At this moment based on the preliminary review it appears there is not enough cash flow to support your requested loan amount. We can always submit to our underwriters for a formal review if you'd like.

Sent from my BlackBerry 10 smartphone.

From: Corrie.Burks@cnb.com,

To: domiarnould@aol.com,

Subject: Loan Request

Date: Thu, Mar 12, 2020 4:32 pm

Attachments:

Hi Dominique,

I reviewed the financials and the information you provided and consulted with a few underwriters. I just have a few items to clarify:

- 1- Can you clarify how the price of buyout of your partner was determined?
- 2- Would you have a list of concentration of vendors that you purchase?
- 3- Could I take a look at your Accounts Receivables and any Aging?

I am trying to see how to support the request at 700k without any collateral. The valuation that I saw was putting the business worth at 840k. Typically we would lend about 40% of that for a working capital loan and for a buy out it would be based on percentage of ownership which for you is 50% which would be 420k which is \$4.23/share. Ultimately, the business would first need to be valued high enough to support the request then the business would need to cashflow at a level to support the request and then we would look at additional guarantees as necessary. Once you provide the above I can provide a recommendation on the structure and term of the loan.

Kind Regards,

Corrie Burks

Vice President, Senior Relationship Manager

11500 Olympic Blvd Ste #100

Los Angeles, Ca 90064

Tel: 310-445-3685

corrie.burks@cnb.com

NMLS#: 537708

Visit us at www.cnb.com

From: domiarnould@aol.com,
To: trey.t.black@wellsfargo.com,
Subject: Fwd: Wells Fargo SBA Financing
Date: Thu, Mar 5, 2020 12:44 pm

Hello Trey

I sent you the mail below on February 25Th, but I did not get an answer.

could you please respond?

Thanks a lot

Dominique

-----Original Message-----

From: Dominique Arnould <domiarnould@aol.com>
To: Trey.T.Black@wellsfargo.com <Trey.T.Black@wellsfargo.com>
Sent: Tue, Feb 25, 2020 3:21 pm
Subject: Re: Wells Fargo SBA Financing

Hello Trey

After reviewing your mail below, I think I understand.

At this time does this means that the amount of \$700 000.00 for the buy out of my partner cannot be offered from Wells Farg to me at this time?

Please confirm"thank you

Dominique

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA Food Source, INC
Wines of the World.Com
702-683-2433

-----Original Message-----

To: domiarnould@aol.com
Sent: Wed, Feb 19, 2020 4:17 pm
Subject: FW: Wells Fargo SBA Financing

Please see below.

Trey T. Black

Business Development Officer
Wells Fargo Bank

14144 Ventura Blvd, Suite 200 | Sherman Oaks, CA 91423
Cell 310-848-5321

Trey.T.Black@wellsfargo.com

From: Black, Trey T.
Sent: Wednesday, February 19, 2020 2:45 PM
To: 'domiarnold@aol.com' <domiarnold@aol.com>
Cc: Angela Lee (Angela.Lee3@wellsfargo.com) <Angela.Lee3@wellsfargo.com>; Mkrtchyan, Angela <Angela.Mkrtchyan@wellsfargo.com>; Boetjer, Nicholas G. <Nicholas.G.Boetjer@wellsfargo.com>
Subject: Wells Fargo SBA Financing

Hi Dominique,

Thank you for the details over the last few days related to your upcoming partner buyout, and we're looking forward to being able to help. As I mentioned, our underwriters will require real estate collateral if it's available, so we would need to put a lien on your home to secure the buyout loan. In order for us to get started, here's what we'll need:

BUSINESS ACQUISITION- Chef Exec Suppliers, LLC

- Current Interim as of 1/31 (Bal Sheet/P&L) **Month End.** (Same accounting method of the Tax Returns - ACCRUAL)
- Accts/Payable Aging to match Current Interim OR statement that the Business carries no A/P
- Accts/Receivable Aging to match Current Interim OR statement that the Business carries no A/R
- Debt Schedule as of Current Interim- If a stock purchase
- IRS/SBA form 4506T –Business
- Borrower Questions- Business Acquisition
- Fully Executed Purchase Agreement or Letter of Intent signed by Buyer and Seller
- P&L projections – month by month for the first year. A template is attached for the projections.

BORROWER/APPLICANTS/GUARANTORS: (Needed for all owners with 20% or more ownership):

- **Last three years Personal Tax Returns**
- **W2's**-Last 3 years of **W-2's** for principal and spouse (even if spouse is not a guarantor/owner or applicant)
- **Management Resume** - for each guarantor to complete (Form attached)
- Personal Financial Statement- SBA Form 413 **signed by Applicant and Spouse** (Form attached)
- IRS/SBA form 4506T – Personal
- **Paystubs**-Most recent paycheck stub showing year-to-date earnings for principal and spouse or statement if you do not receive one
- **Bank Statements**-Source of Injection/down payment- Copy of (2) months most recent bank statements, all pages even if blank from any bank account that is non-Wells Fargo, for either personal or business showing proof of down payment.
- **Trust** – Copy of the first few and last couple pages of Trust (***If one exists***)

ADDITIONAL APPLICATION FORMS

- WF-SBA Application-(Form attached). To be filled out however the real estate is owned/or to be purchased.
Note: Signature(s) required on page 3.
- WF-SBA Co Application-(Form attached). To be filled out by the business occupying the real estate. **Note: Signature(s) required on page 3.**
- Authorization to Release Information

- 1919 - Borrower Information -SBA Form (7a) **NOTE: Signatures required on page 3 and 5. Initials needed on Question 17, 18, 19, 22**
- UCC Individual statement- (only if business and/or real estate is/or to be owned individually)

Please take a day or two to review these items and compile any non-Wells Fargo documents that relate to our checklist, and we can schedule some time to assist you with our forms. I've copied my team who will be assisting me with your project, and I'll introduce them more formally as we progress.

Best regards,

Trey T. Black

Business Development Officer
Wells Fargo Bank

14144 Ventura Blvd, Suite 200 | Sherman Oaks, CA 91423
Cell 310-848-5321

Trey.T.Black@wellsfargo.com

From: domiarnould@aol.com,

To: jtran@viewridgefunding.com,

Subject: Re: ViewRidge Funding: Business Loan Application Update

Date: Tue, Feb 25, 2020 3:18 pm

Attachments:

thank you John

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA Food Source, INC
Wines of the World.Com
702-683-2433

-----Original Message-----

From: John Tran <jtran@viewridgefunding.com>

To: domiarnould@aol.com <domiarnould@aol.com>

Sent: Tue, Feb 25, 2020 3:13 pm

Subject: ViewRidge Funding: Business Loan Application Update

Hi Dominique,

Per our conversation, we will only have an approval between \$100,000 and \$150,000 for your business at this time. Once you are halfway paid down through the loan, you are eligible to come back for additional capital. With business credit and payment history with us, we can start lending \$200,000+ then eventually \$500,000+.

If your partner will accept incremental payments, then we can get this done for you within a few transactions over a 24 to 36-month span.

Let me know if you have any questions.

Thanks,

John Tran | Loan Specialist



P: (888) 315-1409 | F: (888) 315-1409

jtran@viewridgefunding.com | www.viewridgefunding.com

4719 Viewridge Avenue suite 170 San Diego, California 92123



EXHIBIT 8

Re: Buy-out/assets division

Robert Kern

Fri 12/6/2019 1:58 PM

-----Original Message-----

From: Dominique Arnould <domiarnould@aol.com>

To: clement <clement@chefexecsuppliers.com>; ggershuni <ggershuni@aol.com>

Sent: Wed, Jun 26, 2019 5:05 pm

Subject: Buy-out/assets division

Hello Gregory and Clement,

I strongly disagree with Clement's characterization of the facts.

However, there is no good purpose to be served by picking at each point with which I disagree. That will only lead to more arguments.

Instead, I would like to move forward with a plan to arrange for Clement to buy-out of my interest in the Company at a fair value or a division of the assets of the Company in some fair and equitable way such that each of us has roughly equivalent value of assets and we can then each use those assets to pursue on our own respective business goals. I can go my own way and Clement can then go his own way.

That's what I would like to do.

Gregory, can you help us achieve this goal?

Sincerely

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA Food Source, INC
Wines of the World.Com
702-683-2433

EXHIBIT 9

Memorandum of Material Terms of Agreement

February 7, 2020

This agreement puts forth the material terms of the settlement agreement reached between the parties at Judicial Settlement Conference held on this date. The final written agreement to be drafted at a later time.

The parties agree that this agreement contains all terms that are material to the agreement.

This agreement is between Dominique Arnould and Clement Muney, (the parties) currently each a 50% owner in the company Chef Exec Suppliers, LLC (the Company). It is understood that this agreement shall be binding upon the parties until the final agreement is signed.

The Parties agree that Dominique Arnould will buy out the interest of Clement Muney in the Company, for the amount of \$700,000.00, to be paid within 45 days from the execution of the final agreement (the Sale).

In addition to the Sale price, Clement Muney will be paid ~~the appraised value of 50% of Company receivables, inventory, bank accounts, and equipment (including molds), after the Sale~~ ½ of the bank account on the date of closing of the sale, ½ of the inventory at cost value on the closing date of the sale, and ½ of the accounts receivable as they are owed to the Company.

Assets being sold are:

~~-All names and logos including but not limited to Name,~~ trademarks, ~~and~~ logo of Chef Exec, LLC, logo of Paris Saveur, and all intellectual property

~~-All w~~Website domain names and codes including but not limited to, chefexecsuppliers.com or any other similar names or affiliates~~and code~~

-All equipment including, but not limited to forklifts, pallet jacks, Mercedes truck, manufacturing molds, manufacturing tooling, racks, shelving, tools, delivery systems, computers including employee computers, employee phones, monitors, hardware, docking systems, ladders, step-ladders, packaging materials, rolling carts, scales, software, and copy-machines

-All accounts including but not limited to UPS, Fedex, Paypal, checking, savings, Tempus, Commonwealth, -and all usernames and passwords required for sign-in~~account~~

-All insurance policies~~Paypal account and password~~

-All company EIN numbers

- All UPC Codes

-All pPhone and fax nNumbers including but not limited to employee numbers, and fax numbers, and Clement Muney shall cooperate in providing Arnould with Arnould's cell Phone Number within 7 days of the settlement conference 702-683-2433. However, Clement Muney and his son may retain their current cell phone numbers.

-All CES Price lists, catalogs, logos, and all sales materials and logos

-All Customer lists

-All SupplierSupplier # and vendor lists

Once the Sale is completed, Clement Muney will be bound by a non-compete agreement prohibiting him from doing any business directly or indirectly that competes with the business of the Company, within ~~Las Vegas, Nevada, or Los Angeles, California,~~ Hawaii, New York and Illinois for three and a half (3.5) years following the date of the agreement. This non-compete also includes non-solicitation of any current or potential customers of the Company. No party may disparage the Company, Employees, or either party. All sales inquiries will be forwarded to Dominique Arnould as soon as they are received.

This agreement shall be contingent upon:-

--Dominique Arnould being able to obtain financing sufficient to allow him to pay the purchase price of the Sale, with the understanding that he will be required to use good faith and all efforts towards seeking to obtain such financing from all reasonable sources in Arnould's sole discretion.

-- Dominique Arnould agrees to assume the lease of the Las Vegas warehouse that is currently held by CMJJ Gourmet, Inc., subject to approval by the landlord and subject to Dominique Arnould's approval of the lease terms.

It is further agreed that the sale price of \$700,000.00 shall be discounted by the amount of profits (amount received minus cost of the leased space) that the company CMJJ Gourmet, Inc. has received from Chef Exec, LLC for storage in the Las Vegas Warehouse.

~~Dominique Arnould agrees to assume the lease of the Las Vegas warehouse that is currently held by CMJJ Gourmet, Inc., subject to approval by the landlord. If the landlord does not approve the assumption, Arnould will pay CMJJ Gourmet funds sufficient to buy out the lease.~~

Both parties agree that neither will incur any extraordinary expenses or take any items out of the warehouse between ~~the present~~ February 7, 2020, and the completion of the final Sale of the Company. Sergio and Dominique Arnould shall conduct an inventory in the next 10 days. Both

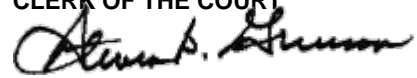
parties shall have full access to all Company financial records in order to be aware of such expenditures, and each shall have the right to bring the dispute to ~~mediation~~ the settlement judge if ~~either the party~~ Parties do not ~~does~~ agree whether an expense was extraordinary or not in the ordinary course ~~incur such an expense and does not correct it upon demand~~. If a settlement conference does not resolve this issue, the Parties shall have the issue decided by Judge Alf.

The parties further agree that Dominique Arnould shall indemnify Clement Muney for any liability Muney may have under the Los Angeles warehouse lease between the present and the end of that lease.

Dominique Arnould date

Clement Muney date

Exhibit E



1 **TRO**

2 Robert Kern, Esq.
3 Nevada Bar Number 10104

4 **KERN LAW, Ltd.**

5 601 S. 6th Street
6 Las Vegas, NV 89101
7 (702) 518-4529 phone
8 (702) 825-5872 fax
9 Admin@KernLawOffices.com
10 Attorney for Defendants

11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DOMINIQUE ARNOULD,

14 Plaintiff/Counter-Defendant,

15 vs.

16 CLEMENT MUNNEY; CHEF EXEC
17 SUPPLIERS, LLC; and DOES I through X,
18 inclusive, and ROE CORPORATIONS I
19 through X, inclusive,

20 Defendants/Counter-Claimants.)

) Case Number: A-19-803488-B

) Dept. Number: 27

21 **DEFENDANTS' APPLICATION FOR
22 TEMPORARY RESTRAINING ORDER
23 AND MOTION FOR PRELIMINARY
24 INJUNCTION**

25 **HEARING REQUESTED**

26
27 COME NOW Defendants, CHEF EXEC SUPPLIERS, LLC (hereinafter, "CHEFEXEC"),
28 and CLEMENT MUNNEY, (hereinafter "Muney"), by and through their undersigned counsel
Robert Kern, ESQ., of KERN LAW, Ltd. submit this Application for Temporary Restraining
Order and Motion for Preliminary Injunction.

Defendants have been forced to seek emergency injunctive relief because,
despite the existence of a settlement agreement that required no unusual actions by either
party¹, Arnould has undertaken a campaign to illegally seize control of the company and use

¹ "Both parties agree that neither will incur any extraordinary expenses or take any items out of the
warehouse between February 7, 2020, and the completion of the final Sale of the Company." (See
Settlement Agreement, Ex.16)

1 such control to extort Muney into acceding to Arnould's demands before the matter can be
2 heard by this Court (*See* Muney Affidavit, Ex.1). Since the settlement agreement, Arnould
3 has done the following:
4

5 -Seized all funds of the company and moved them to a new account that Muney and
6 the Las Vegas branch have no access to (*See* Exs.1-3);
7

8 -Cancelled the company's sole credit line (*See* Muney Affidavit, Ex.1);
9

10 -Attempted to remove Muney's access to the company payal account (*See* Paypal
11 email, Ex.4);
12

13 -Stopped paying Las Vegas sales staff, Muney's other company, and Muney's son,
14 who is owed sales commissions, and owed for his work on the company website
(*See* Exs.1, 5, 6, 7);
15

16 -Began stealing sales commissions from Las Vegas sales staff (*See* Commission
17 records, Ex.8);
18

19 -Hired new sales staff for the LA branch, at a vastly higher salary than all other sales
20 staff (*See* Naomie Inouye records, Ex.9);
21

22 -Has refused to pay amounts due to the IRS for form 592-V, which is currently due,
23 despite such being paid every previous year of the company's existence (*See* Form
24 592 and CPA email, Ex.10)
25

26 -Used the keys he was given as part of the settlement agreement to secretly² take in-
27 ventory out of Las Vegas (in violation of the settlement agreement), and store it in a
28 new warehouse for which only Arnould has access, and for which the company has
to pay for every pallet of storage, despite having sufficient space in the LA ware-

² Muney discovered this through surveillance footage at the warehouse.

1 house to store all that material for no additional cost (*See* Surveillance photos,
2 Northstar invoices, Exs.11, 12);

3
4 -Spent vastly more money than normal in order to clear out the bank account, pre-
5 paying LA suppliers and rent on the LA warehouse (spent \$56,900 in less than a
6 month, of which \$30,900 was from Las Vegas customer payments), and did this in
7 secret before announcing to Muney that there were no funds to pay Las Vegas ex-
8 penses (*See* Payment Records, Ex.13);

9
10 -Despite the settlement agreement requiring that all business records be shared,
11 Arnould has refused to share records of the company's dealings with the companies
12 Arnould owns, AAA Foodsource and Wines of the World (*See* Document Requests,
13 Ex.14);

14 -Held checks from customers that would be paid into the company bank account,
15 and re-routed them into the new bank account that only Arnould has access to per-
16 sonally (*See* Exs.1-3);

17
18 -Arnould has admitted to seizing all the funds, to clearing out the previous bank ac-
19 count, to closing the line of credit, and to doing all of this solely for the purpose of
20 preventing Muney and the Las Vegas branch from being able to pay bills and invoic-
21 es that he does not approve of (*See* Exs.1-3);

22 -When Muney demanded that the situation be corrected, and pointed out that
23 Arnould has no legal right to unilaterally move around the company's money, or to
24 put the money and inventory into accounts where he has sole access, he provided no
25 legal justification, and only demanded that Muney accept his original demands of
26 the lawsuit in order to be able to operate the company again (*See* Exs.1-3);
27
28

1 -Muney informed Arnould and his counsel that an emergency injunction would be
2 sought if the funds belonging to the company were not returned to the company ac-
3 count by close of business on Monday, May 18. They were not. (*See Muney De-*
4 *mand, Ex.2*).

5
6 Currently, most of the company's bills are paid by auto-pay set up in the original
7 existing bank account, and that account is the sole source of funds by which Muney can
8 pay expenses to continue operating the Las Vegas side of the company. The company cur-
9 rently has a large shipment of inventory, primarily of items needed by the Las Vegas
10 branch, which Arnould was aware of, for which a \$9000 deposit has already been paid, and
11 is waiting upon full payment for delivery (*See Yanzhou Shipment, Ex.15*). As Arnould has
12 emptied the bank account, there are no funds to make payment with, which is damaging the
13 company's relationship with its most important supplier. Without this supplier, Chefexec
14 would be unable to continue to offer its products at its current low prices (*See Muney Affi-*
15 *davit, Ex.1*). If Arnould is not stopped immediately from this grossly reckless behavior,
16 Chefexec will default on its agreements, lose key workers, ruin relationships with key sup-
17 pliers and customers, and overall suffer significant irreparable damage. Payment for the
18 current shipment is already well overdue, customers who do not receive the product that
19 they pay for will go to other sellers, and key workers will leave if they are not paid. This
20 damage is unquestionably irreparable, and it will happen imminently if Arnould is allowed
21 to continue illegally seizing company funds for his own sole access and use.

22 Arnould was given notice on May 13 that this motion would be filed if the funds
23 were not returned to the bank account by Monday, May 18 (*See Email, Ex.2*). They will be
24 provided with electronic notice of this motion contemporaneously with submission to this
25 court. Because of the importance and urgency of the matter, Muney asks this court to either
26 issue a temporary restraining order to return company funds to the company bank account,
27 and put all company funds received in the future there as well (in the same manner that has
28 been done in the previous years of the company's operation), and cease all extraordinary
actions in the management of the business until a hearing can be held on this matter for a
preliminary injunction. If the Court is unwilling or unable to issue an immediate order

1 without hearing, Muney requests that an emergency hearing be set in the next three (3)
2 business days to hear this matter for issuance of a preliminary injunction.

3
4 Pursuant to NRCP 65(b), Petitioner hereby requests a Temporary Restraining Order
5 to order Arnould to return company funds to the company bank account, and put all compa-
6 ny funds received in the future there as well (in the same manner that has been done in the
7 previous years of the company's operation), and cease all extraordinary actions in the man-
8 agement of the business until a hearing can be held, for 15 days, or until the Motion for Pre-
9 liminary Injunction can be heard, or in the alternative, Petitioner requests that this Court no-
10 tice an immediate emergency hearing for a preliminary injunction to order Arnould to return
11 company funds to the company bank account, and put all company funds received in the fu-
12 ture there as well (in the same manner that has been done in the previous years of the com-
13 pany's operation), and cease all extraordinary actions in the management of the business un-
14 til the litigation is resolved, or until the Court deems otherwise.

15 16 **POINTS AND AUTHORITIES**

17 **I.** 18 **ARGUMENT**

19
20 For issuance of a preliminary injunction or TRO pursuant to rule 65, Petitioner must
21 show, in relative order of importance 1) significance of threat of irreparable harm to Peti-
22 tioner if injunction is not granted; 2) state of balance between this harm and injury that
23 granting injunction would inflict on Respondents; and 3) probability that Petitioner will
24 succeed on merits. *Dellwood Foods, Inc. v. Kraftco Corp.*, 420 F. Supp. 424; Wright &
25 Miller, *Federal Practice and Procedure: Civil* § 2948 at 430-31 (1973). If the balance of
26 hardships leans in Petitioner's favor, then Petitioner's requirement to show likelihood of
27 success is lessened. *Halder v. Avis Rent-A-Car System, Inc.*, 541 F.2d 130, Slip Op. No.
28 977 (2d Cir. 1976); *Sonesta Int'l Hotels Corp. v. Wellington Associates*, 483 F.2d 247, 250

1 (2d Cir. 1973). As shown below, both Chefexec and Muney face a clear threat of irrepara-
2 ble harm, the balance of hardships leans clearly in their favor, they are likely to succeed on
3 the merits, and public interest would be served by the issuance of the requested injunction.
4 As such, an Injunction should issue.
5

6 **A. The Company Will Suffer Irreparable Harm**

7
8 The company has been running effectively and profitably for many years, and this
9 operation is dependent upon its key workers, its relationships with its suppliers, and its rela-
10 tionships with its customers. No company can operate without money, yet Arnould's actions
11 are intentionally starving the company of funds needed to operate, while Arnould remains
12 free to use his sole access to the company money to pay what is necessary for his side of the
13 operation. Regardless of what damages Arnould may pay later, if the company loses its key
14 workers, damages its relationships with its key suppliers, or loses its customers, such mone-
15 tary damages will not restore the company's losses (*See* Muney Affidavit, Ex. 1).
16

17 **B. The Balance of Hardships Leans in Chefexec and Muney's Favor**

18 Defendants' hardship is the loss of essential workers, suppliers, and customers due
19 to Arnould blocking Chefexec and Muney's ability to honor the company's obligations and
20 duties to them. This hardship is clear. The hardship that Arnould faces, is to continue to op-
21 erate the business exactly as it has been operating the rest of its existence, and not take any
22 extreme actions relating to the company's management. Muney is entirely willing to discuss
23 a plan to adjust operations in relation to the Covid-19 threat, as the 50% partner in the busi-
24 ness. Arnould has made no attempts to formulate a plan with Muney, he has simply taken
25 the money and made demands. Arnould faces no hardship, other than losing the leverage by
26 which he is attempting to strong-arm his partner. Any balancing of burdens must weigh
27 heavily in Petitioner's favor.
28

1
2 Muney is willing to post a bond as security for the present motion in an amount the
3 Court deems appropriate.

4 **C. Chefexec and Muney are Likely to Prevail on the Merits**

5
6 Issuance of a Preliminary Injunction calls for a showing that the moving party is
7 likely to succeed on the merits. This does not require that Petitioner prevail against every
8 Defendant, nor does it require that Petitioner win on every cause of action, it only requires a
9 showing of a meritorious claim.

10 In the present case, Arnould's acts of unilaterally taking possession of the company
11 funds, and a portion of company inventory, and putting it under accounts to which only
12 Arnould has access, are the very definition of conversion (or embezzlement if we were in
13 criminal court). The Nevada Supreme Court has explained conversion thus:

14 Conversion exists where one exerts wrongful dominion over another's per-
15 sonal property or wrongful interference with the owner's dominion. The act
16 constituting "conversion" must be an intentional act, but it does not require
wrongful intent and is not excused by care, good faith, or lack of knowl-
edge. Conversion does not require a manual taking.

17 *Bader v. Cerri*, 609 P. 2d 314, footnote1 (NV S.Ct. 1980). The funds and inventory
18 unquestionably belong to Chefexec, and are thus Chefexec's personal property. As access to
19 those funds is necessary to the operation of the company, the taking of them equates to an
20 interference. The fact that Arnould has no authority to take all the company's funds
21 unilaterally makes the interference wrongful. The fact that Arnould may allege that he is
22 acting in good faith (a difficult proposition considering that he has provided no justification
23 for his acts) is irrelevant, as all that is required is that his interference in access to the funds
24 was intentional, which has already been admitted (*See* Arnould emails, Ex.2). Nevada
25 Courts have specifically held that unauthorized withdrawal of company funds constitutes
26 conversion. *In re Western World Funding, Inc.*, 52 BR 743(Bankr. Court, D. Nevada 1985)
27 ("The unauthorized withdrawal of funds constitutes the tort of conversion and a breach of
28 fiduciary duty. . . Good faith, even if it were shown, is not a defense to a conversion
action."); *People v. Sisuphan*, 181 Cal. App. 4th 800 (Cal: Court of Appeal, 1st Appellate

1 Dist., 3rd Div. 2010) (“[T]hat the property was never ‘applied to the embezzler's personal
2 use or benefit’” is no defense.”); 18 Am.Jur.2d (2010) Conversion, § 156 [exertion of
3 unauthorized control over the property]. While it is possible that Arnould could avoid
4 liability for conversion of the funds in question, it is without question that the claim of
5 conversion is a meritorious claim.
6

7 CONCLUSION

8 Pursuant to NRCP 65, and Nevada case law, the grant of a temporary restraining or-
9 der and/or of a preliminary injunction should be granted if the petitioner shows the immi-
10 nent threat of irreparable harm, that the balance of hardships weighs in the petitioners favor,
11 and a likelihood of success on the merits. All factors clearly support the issuance of an in-
12 junction to return the company funds to their regular account, and to prohibit either partner
13 from taking any extreme unilateral action in managing the company, without seeking prior
14 approval from this Court.
15

16 WHEREFORE, Petitioner requests that a TEMPORARY RESTRAINING ORDER be
17 granted until the motion for a preliminary injunction can be heard, or in the alternative, that
18 an immediate, emergency hearing be set for issuance of a preliminary injunction.
19

20 Dated this 20th day of May, 2020.

KERN LAW

21 By: /s/ Robert Kern /s/
22 Robert Kern, Esq.
23 601 S. 6th Street
24 Las Vegas, NV 89101
25 (702) 518-4529
26 Attorney for Defendants
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CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of May 2020, I served a true and correct copy of the foregoing **DEFENDANTS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION**, pursuant to NRCP 65, by electronic service, addressed to the following:

Phillip S. Aurbach, Esq.
Marquis Aurbach Coffing
Paurbach@Maclaw.com
Counsel for Dominique Arnould

Alexander Callaway
Marquis Aurbach Coffing
acalaway@maclaw.com
Counsel for Dominique Arnould

/s/ Robert Kern
Employee of Kern Law

EXHIBIT 1

AFFIDAVIT OF CLEMENT MUNEY

STATE OF NEVADA }

ss.: }
County of Clark }

I, Clement Munez, being first duly deposed states as follows:

1. I am an adult over the age of 18 and am competent to testify to the contents of this affidavit. I execute this affidavit in support of the foregoing motion. I have personal knowledge of the matters set forth herein, and all statements below are made from personal knowledge unless specifically indicated otherwise.
2. I am a 50% partner in the business known as Chef Exec LLC (hereinafter, "Chefexec"), which is a company that I formed with Dominique Arnould (hereinafter, "Arnould").
3. Throughout the existence of Chefexec, other than accounting and invoicing, I have managed the Las Vegas side of the company independently, and Arnould has managed the Los Angeles side of the company independently. However all decisions affecting the company as a whole require agreement by both partners.
4. My partner Dominique Arnould has begun a series of actions in which he is seizing control of the entire company, and using that control to shut me out of any control of the company or its funds, including control of the Las Vegas side of the Company.
5. In February of this year, the partners reached settlement in this case, and one of the terms of the settlement was that both parties would refrain from taking any unusual actions pending the final resolution. Specifically included in this was Arnould taking any further inventory out of the Las Vegas warehouse. Because of this agreement term, I agreed to an agreement term to give Arnould a copy of the key to the Las Vegas Warehouse. I complied with this. However, within a week, surveillance video showed Arnould's LA driver secretly taking additional inventory from the Las Vegas warehouse.
6. Arnould sent me an email demanding a halt to all funds that were being paid to me, my other company, or my son (for his sales and work on the company website), despite Arnould continuing to drastically increase his own spending.
7. According to company records, between March 23 and April 28, Arnould spent \$56,900 on the Los Angeles side of the company (vastly greater than normal), of which \$30,900 was from Las Vegas customer payments. In this way Arnould cleared out the company bank account, and

thereafter told me that there was not sufficient money for Las Vegas expenses. In an email, Arnould directly admitted that he had intentionally drained the company bank account, and ceased depositing money into the account, specifically for the purpose of preventing me from being able to pay invoices and bills without his prior approval.

8. Arnould then put the company funds into a new bank account, to which only he had access.
9. The existing Citibank account was the account that Las Vegas customers have wire information and auto-pay accounts set up for, and auto pay set up for our own expenses to be paid from. Using any other bank account will cause severe disruption to our business operations.
10. While Arnould was alleging that company cash flow was dangerously low, he at the same time canceled the company's sole line of credit, which was essential to keeping the company afloat during times of low cash flow. Further, Arnould directly admitted to having done so solely to prevent me from being able to pay Las Vegas invoices and bills that he does not approve of.
11. While demanding that existing salespersons, as well as my company (which leases space to Chefexec) and my son not be paid, Arnould hired a new salesperson, who was paid at a rate over ten times that of the rest of the sales staff, despite my protest.
12. Arnould continues to waste company money by storing inventory at Northstar, paying a per-pallet rate, when there is sufficient room at either the existing LA or Las Vegas warehouses, where storing the additional pallets would have zero additional cost. Further, despite repeated demands, and despite agreement in the settlement agreement, Arnould has continued to refuse to give me access to the records regarding storage at Northstar, and he is still the sole person who can access goods stored there, making those goods in Arnould's possession, rather than the company's. My attempts to be given access, or even information, as a 50% partner of the company, have been refused, with Northstar saying the account is set up only to give access to Arnould.
13. Arnould still refuses to share records of Chefexec's dealings with his own companies, AAA Foodsource and Wines of the World.
14. Arnould paid the rent for the LA warehouse early, to avoid being impacted once he demanded that Chefexec would no longer pay rent for warehouses. He also paid all the LA suppliers before emptying the company bank account, increasing the likelihood that the Las Vegas side would be the only side of the company injured by non-access to funds.
15. Chefexec has a large shipment of inventory, which Arnould was aware of, for which a \$9000 deposit has already been paid, and is waiting upon full payment for delivery. As Arnould has emptied the bank account, there are no funds to make payment with, which is damaging our

relationship with our most important supplier. Without this supplier, Chefexec would be unable to continue to offer its products at its current low prices.

16. Arnould has literally seized all monetary assets of the company unilaterally, and did so without prior notice, and his sole justification is that he does not approve of the rent being paid for the Las Vegas warehouse, despite the fact that he *twice* instructed me to rent the warehouse through a separate company so that Arnould would not have to sign a lease.
17. My son has earned sales commissions, and has done contracted work on the website (which pushed our SEO ranking to #1 on Google, and did photography for all of our products on the site), yet Arnould is refusing to pay him the sums due to him, solely because he is my son.
18. Arnould stopped paying Las Vegas's salesperson, Michelle, without telling her, or consulting with me, and at the same time, has begun stealing Michelle's sales commissions from her long-term clients.
19. I recently received notification that Arnould attempted to have me removed from the company Paypal account, but thankfully Paypal notified me of the attempt in time to correct it.
20. Arnould has done all of this while an enforceable settlement agreement is in place, prohibiting any unusual actions in the management of the company.
21. If Arnould is not stopped immediately from this grossly reckless behavior, Chefexec will default on its agreements, lose key employees, ruin relationships with key suppliers and customers, and overall suffer significant irreparable damage.

I declare under penalty of perjury that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18 day of May, 2020

By:  _____

Clement Muney

SUBSCRIBED AND SWORN to before
me this day of May, 2020.

NOTARY PUBLIC in and for
said County and State.
my commission expires on:

EXHIBIT 2

From: Alexander K. Calaway
Sent: Monday, May 18, 2020 8:49 AM
To: Robert Kern
Cc: Phillip Aurbach; Jennifer P. Case; Javie-Anne Bauer
Subject: RE: [External] Response to your client's email [IWOV-iManage.FID1085969]

Robert,

Sorry to hear you were under the weather – I hope you get back on your feet soon. Per your May 13th email, please be advised that my client has found it necessary for Chef Exec to offload unnecessary expenses from the business.

1. My client will no longer be taking a salary or commission in the coming months in an effort to keep the business afloat during these uncertain times; your client will also not be receiving disbursements or salaries or commission either. However, commissions to the partners will accumulate and will be paid when normal business resumes, other commissions to the independent sales representatives will be paid according to the normal schedule.
2. To stop your client from unilaterally over charging Chef Exec \$5000/ a month for the L.V. warehouse (which my client never agreed to and requested Clement stop doing on several occasions, but to no avail), Because of this it has been necessary to open up a new account for Chef Exec to operate the business. **My client has and will account for all of the deposits/withdraws and payments from this account.** The bookkeeper is monitoring the account per usual.
3. My client has not been withholding checks from Chef Exec. **Arnould has been depositing checks into a new account.** The bank statement is attached to this email showing all debits and credits. Statements will be available upon request. My client fully intends to pay the business related expenses for shipments, utilities, etc. as they become due. Please ensure your client provides documentation and notice of the same to avoid any late payments.
4. The Las Vegas warehouse rent must be abated. Arnould was able to secure rent abatement for the Los Angeles warehouse, and my client recommends Clement does the same on the basis of what the real rent is, which is the amount CMJJ Gourmet pays the landlord. Chef Exec cannot afford to pay the L.V. rent. Clement rents the space for about \$5500/ month, but unilaterally charge the company \$10,890. Clement should not have paid the landlord rent for March or April. Did he pay the rent so he could receive extra money?
5. The website fee that Clement's son, Jeremy, keeps charging Chef Exec must stop. **Jeremy will no longer be paid for these services** as they are not necessary and nothing is done to the web site to generate more business. To the contrary, my client has expressed concerns that the web site no longer looks as attractive as it used to.
6. **Chef Exec will also be terminating Jeremy, effective immediately.** Jeremy's sales performance has been extremely poor, and my client sees no purpose in keeping a sales contractor when there is no business. On top of this, Jeremy's Sales consisted mostly of Web related clients, and since that business has dried up indefinitely, Chef Exec no longer needs him.
7. **Chef Exec's other sales person, Michelle, will also not be paid her monthly draw,** but will continue to receive her commissions per usual on her monthly total sales only. She will

receive her commission on the 15th of the following month. Clement will need to notify her of this as soon as possible to avoid any confusion. Her gas allowance of \$100 per month will be again allocated to her once the confinement is lifted in Nevada and that she resumes her physical visits to her clients.

8. As for the "major shipment" you refer to in your May 13th email, Arnould has not received any communications or documents for this shipment. The transfer for the payment of this container has not been made. As for the pending order, Arnould needs the bill of lading, invoice, packing list and any documents related to this shipment in order to be able to transfer the payment – just has it has been done in the past. Also, please let us know of the date of departure and an ETA Long Beach. The documents need to be sent to Chef Exec's broker Fernando Crow. Arnould requests your client includes him on communications regarding this shipment and any future shipments. My client questions the necessity of this shipment at this time and would rather postpone the delivery at a future date when normal business has resumed.
9. To assist the company's finances we request that Clement immediately pays back to the company the excess rent he charged for the past seven months, which totals is \$35 000 This will enable the Company to meet the cost of the expected shipment from China and other related expenses.

Thanks for your time and attention to this matter.

Alex



Alexander K. Calaway, Esq.

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From: Robert Kern <robert@kernlawoffices.com>

Sent: Wednesday, May 13, 2020 2:20 PM

To: Alexander K. Calaway <acalaway@maclaw.com>

Cc: Phillip Aurbach <PSA@maclaw.com>; Jennifer P. Case <jcase@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>

Subject: RE: [External] Response to your client's email [IWOV-iManage.FID1085969]

Alex,

I apologize for the delay in responding, I was sick, and unable to work for a while.

I'm extremely concerned by your email, in which you admitted that your client has unilaterally seized funds belonging to Chefexec, for the admitted purpose of depriving his business partner of use of said funds in running the company. I would write a long explanation of how LLCs and partnerships work, but I assume that you know all of that already, and know that one partner does not have the authority to just seize all the money himself because he's mad at the other partner. We are in litigation that you filed regarding the LV warehouse, and the courts, not your client's extortion, should be what determines the resolution to that dispute.

If your client prevails in court, he will certainly be awarded any amounts that the Court agrees were wrongfully paid out. However the Las Vegas branch of the company has more expenses than just the Las Vegas Warehouse – they have a major shipment from their biggest supplier arriving with payment due, an order which Chefexec has already paid a deposit of \$9000 towards. Failure to pay for already purchased goods, from the primary supplier will cause irreparable injury to the company, as will all of the other effects of depriving the Las Vegas branch of the ability to pay its bills. Your client has alleged that his measures are due to dangerously low cash flow; if that is the case, then canceling the company's sole line of credit is egregious mismanagement, as such a credit line is necessary to keep the company afloat in periods of low cash flow.

Your allegation that Mune is failing to collect from Las Vegas customers is also false – most such customers pay by wire. Indeed, the biggest group of Casino and biggest Las Vegas Chef Exec customers: MGM Resorts and Caesar Entertainment paid by wire. Arnould used those funds to pay LA expenses prior to clearing the account. Looking at the company books, it appears that Arnould spent over \$30,000 of Las Vegas customers payments received by wire, on LA expenses in the month prior to shutting down the account. We will not stand for the company to be destroyed simply because your client is having a tantrum. If funds, held by your client, are not returned by close of business Monday (May 18), we will be filing for emergency injunctive relief, and will seek attorney's fees for forcing us to do so.

If you wish for a temporary agreement not to pay the full amount of the LV warehouse rent, pending the hearing on the upcoming motion, I may be able to get my client onboard. We will not however concede the entire dispute to Mr. Arnould's extortion. Please let me know your response.

Robert Kern, Esq.
Attorney
Kern Law, Ltd.

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Las Vegas, NV 89101
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From: Alexander K. Calaway

Sent: Monday, May 4, 2020 11:23 AM

Subject: Response to your client's email [IWOV-iManage.FID1085969]

Robert,

This email is in reference to an April 29, 2020 email that your client sent to my client, Dominique Arnould. My client has asked us to respond to your client's email.

As you know it is our position that:

1. Munev took on the lease for the Las Vegas warehouse without any agreement, or consultation with Arnould;
2. Instead of charging the current rent payment to the firm, Munev has inflated the rental charge and pocketed the difference;
3. Currently, there is no appreciable business and Arnould canceled the Citibank line of credit because he does not trust that Munev would not unilaterally advance the line to pay himself rent;
4. We understand that most of the outstanding receivables due are from Munev's clients in Las Vegas, and we have seen no evidence of any serious attempt to collect this money. To make matters worse, we believe your ;
5. Arnould has several checks from customers which he will not put into the bank account unless there is an agreement on a budget-- how the money is going to be spent;
6. To move forward on this matter, we are advising that our client open a new bank account and account to your client for the coming in money and money going out;
7. Arnould will not agree to pay LA or LV rent. Arnould has negotiated a delay in rent payment for the LA warehouse and your client should do the same regarding the LV warehouse.
8. Arnould will not agree to pay your client's son to maintain the website;
9. Your client owes \$35,329.00 from October 1, 2019 to April 1, 2020 for excess rent paid to your client. That sum must be put back into the company bank account immediately;
10. This overall dispute can easily be resolved by,
 - a. your client paying my client ½ of the excess rent calculated above;
 - b. a simple division of the business with each party taking responsibility for their territory (i.e., Dominic will keep LA and Clement taking LV), with an agreement not to compete in the other's territory;

The plan above allows both parties to retain their own customers and warehouse and continue to operate only in their areas. Let me know your thoughts because your client's diversion of funds has come to an end.

Alex



Alexander K. Calaway, Esq.

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6069

f | 702.382.5816

acalaway@maclaw.com

maclaw.com



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EXHIBIT 3

WELLS FARGO

Chef Exec

Account

...3940

Routing Numbers

\$3,152.81
Available balance

Activity Summary

Ending collected balance as of 05/13/20

\$34,489.20

Current posted balance

\$36,154.20

Pending withdrawals/debits

-\$3,500.19

Pending deposits/credits

\$0.00

Deposits not available for withdrawal Details

-\$29,501.20

Available balance

\$3,152.81

Routing numbers

Activity

First

Previous

Next

Date	Description	Deposits/Credits	Withdrawals/Debits
Received for Processing			
05/14/20	BUSINESS TO BUSINESS ACH TEMPUS INC DD051320 81998		\$3,500.19
Posted Transactions			
05/08/20	DEPOSIT	\$36,166.20	
05/12/20	CASHED/DEPOSITED ITEM RETN UNPAID FEE		\$12.00
05/12/20	DEPOSITED ITEM RETN UNPAID - PAPER 200512		\$1,665.00
05/13/20	MOBILE DEPOSIT : REF NUMBER :522120218626	\$1,665.00	
Totals		\$37,831.20	\$5,177.19

Back to top

First

Previous

Next

*Account Disclosures

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 Equal Housing Lender

EXHIBIT 4

↩ Reply

Fn Lock: On one number from your account



Clement Mune <clement1@yaloo.com>
5/18/2020 3:18 PM

To: Robert Kern

Begin forwarded message:

From: "service@paypal.com" <service@paypal.com>
Subject: You removed your phone number from your account
Date: May 17, 2020 at 7:03:16 PM PDT
To: Clement Mune <clement@chefexecsuppliers.com>

Hello, Clement Mune



You removed (7**) ***-8442 from
your profile

If you made this change, great. If this wasn't you, we recommend you
change your password immediately for your security.

Having your mobile number on file helps us reach you quickly to ensure
your account and transactions are secure. If you change your mind and want
to add it back, that's easy to do in your PayPal profile.

Thanks for helping us keep your account secure.

[Change Password](#)



[Help & Contact](#) | [Security](#) | [Apps](#)



PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your
full name. [Learn to identify phishing](#)

Please don't reply to this email. To get in touch with us, click [Help & Contact](#)

Fwd: You changed your password

 clement MUNNEY <cmuney1@yahoo.com>
5/18/2020 3:16 PM

To: Robert Kern



Begin forwarded message:

From: <service@paypal.com>
Subject: You changed your password
Date: May 17, 2020 at 6:41:42 PM PDT
To: CHEF EXEC SUP LIERS <clement@chefexecsuppliers.com>

Hello, CHEF EXEC SUP LIERS



Your password changed

If you didn't change your password, give us a call right away at 800-935-7793

Just a reminder:

- Never share your password or security questions with anyone.
- Create passwords that are hard to guess and don't use personal information. Be sure to include upper case and lowercase letters, numbers, and symbols.
- Use different passwords for each of your online accounts.



[Help & Contact](#) | [Security](#) | [Apps](#)



PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your full name: [Learn to identify phishing](#)

Please don't reply to this email. To get in touch with us, click [Help & Contact](#).

EXHIBIT 5



MARQUIS AURBACH COFFING

DIRECT LINE: (702) 207-6069
DIRECT FAX: (702) 382-5816
EMAIL: ACALAWAY@MACLAW.COM

ALBERT G. MARQUIS
PHILLIP S. AURBACH
AVECE M. HIGBEE
TERRY A. COFFING
SCOTT A. MARQUIS
JACK CHEN MIN JUAN
CRAIG R. ANDERSON
TERRY A. MOORE
GERALDINE TOMICH
NICHOLAS D. CROSBY
TYE S. HANSEEN
DAVID G. ALLEMAN
CODY S. MOUNTEER
CHAD F. CLEMENT
CHRISTIAN T. BALDUCCI

JARED M. MOSER
MICHAEL D. MAUPIN
KATHLEEN A. WILDE
JACKIE V. NICHOLS
RACHEL S. TYGRET
JORDAN B. PEEL
JAMES A. BECKSTROM
COLLIN M. JAYNE
ALEXANDER K. CALAWAY
SCOTT W. CARDENAS

JOHN M. SACCO [RET.]
LANCE C. EARL
WILLIAM P. WRIGHT
BRIAN R. HARDY
JENNIFER L. MICHELI
OF COUNSEL

April 22, 2020

Via email

Clement Muney
c/o Robert Kern
Kern Law Offices
Email: robert@kernlawoffices.com

RE: Rent and Website Expenses
Our File No. 15755-1

Dear Mr. Kern:

I am writing you on behalf of my client, Dominique Arnould, and to notify you of actions my client has found to be necessary in relation to Chef Exec Suppliers, LLC (the "Company"). Due to the pandemic situation in the country, and in particular in Nevada and California, and the consequences caused to Company, my client has found it necessary to stop paying the rent of \$10,890.00 to your client's company CMJJ Gourmet Inc. ("CMJJ") until regular business conditions resume.

As you know, my client never consented to the current warehouse arrangement with CMJJ, nor is my client aware of any written lease between the Company and CMJJ. On top of this, the Company's sales are down to zero in Nevada, due to the closure of all hotels, casinos, and the related customers the Company serves as they practically all owe their respective sales and business to the same clients (hotels and casinos).

Further, and at this time, my client has found it necessary to stop paying the Website maintenance fee to your client's son, Jeremy Muney as:

- 1- There is no work or maintenance done on the Company site;
- 2- We are not receiving any orders from our online customers, as they are caterers, restaurants and pastry shops which are all businesses now closed; and
- 3- Orders will not resume until the various state governments lift their lock down orders.

///

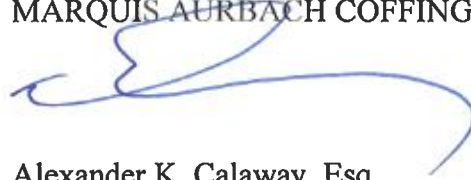
///

Clement Muney
April 22, 2020
Page 2

Finally, my client believes that measures need to be taken immediately in order to avoid the depletion of Company funds and to preserve the integrity of the Company. Therefore, my client will be taking actions in accordance with this letter immediately.

Sincerely,

MARQUIS AURBACH COFFING

A handwritten signature in blue ink, appearing to read "Alexander K. Calaway", with a long, sweeping horizontal flourish extending to the right.

Alexander K. Calaway, Esq.

AKC:jab
MAC:15755-001 4022596_1 4/22/2020 3:31 PM

EXHIBIT 6

Payments & Transfers



Account Transfers

Set up a Transfer, Borrow Funds or Pay a Loan or Line of Credit



Wire Transfers

Initiate a Wire, View or Edit Wire Templates, Look up FX Rates



Bill Payments

Make a Payment, View or Edit Payees

Transaction Details

ACCOUNT TRANSFERS		WIRE TRANSFERS		BILL PAYMENTS			
TRANSFER DATE	FROM	TO	AMOUNT (USD)	REFERENCE NO.	STATUS	ACTIONS	
05/09/2020	*****5840	MICHELLE	1,200.00	010138	Canceled		
05/06/2020	*****5840	UPS	13.90	010140	Complete		
04/22/2020	*****5840	UPS	74.31	010139	Complete		
04/09/2020	*****5840	MICHELLE	1,200.00	010134	Complete		
04/07/2020	*****5840	VERO	700.12	010137	Complete		
03/25/2020	*****5840	UPS	229.91	010136	Complete		
03/11/2020	*****5840	UPS	134.02	010135	Complete		
03/09/2020	*****5840	MICHELLE	1,200.00	010133	Complete		
02/09/2020	*****5840	MICHELLE	1,200.00	010129	Complete		

EXHIBIT 7

From: Clement Munev clement@chefexecsuppliers.com
Subject: Re: Christmas
Date: December 23, 2019 at 12:31 PM
To: Dominique Arnould dominique@chefexecsuppliers.com
Cc: Clement Chef Exec clement@chefexecsuppliers.com

CE

Hello Dominique,

Once again you seem to forget different things:

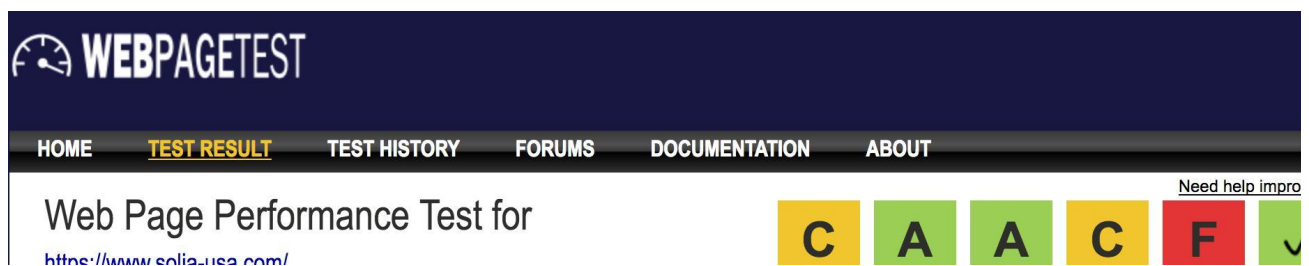
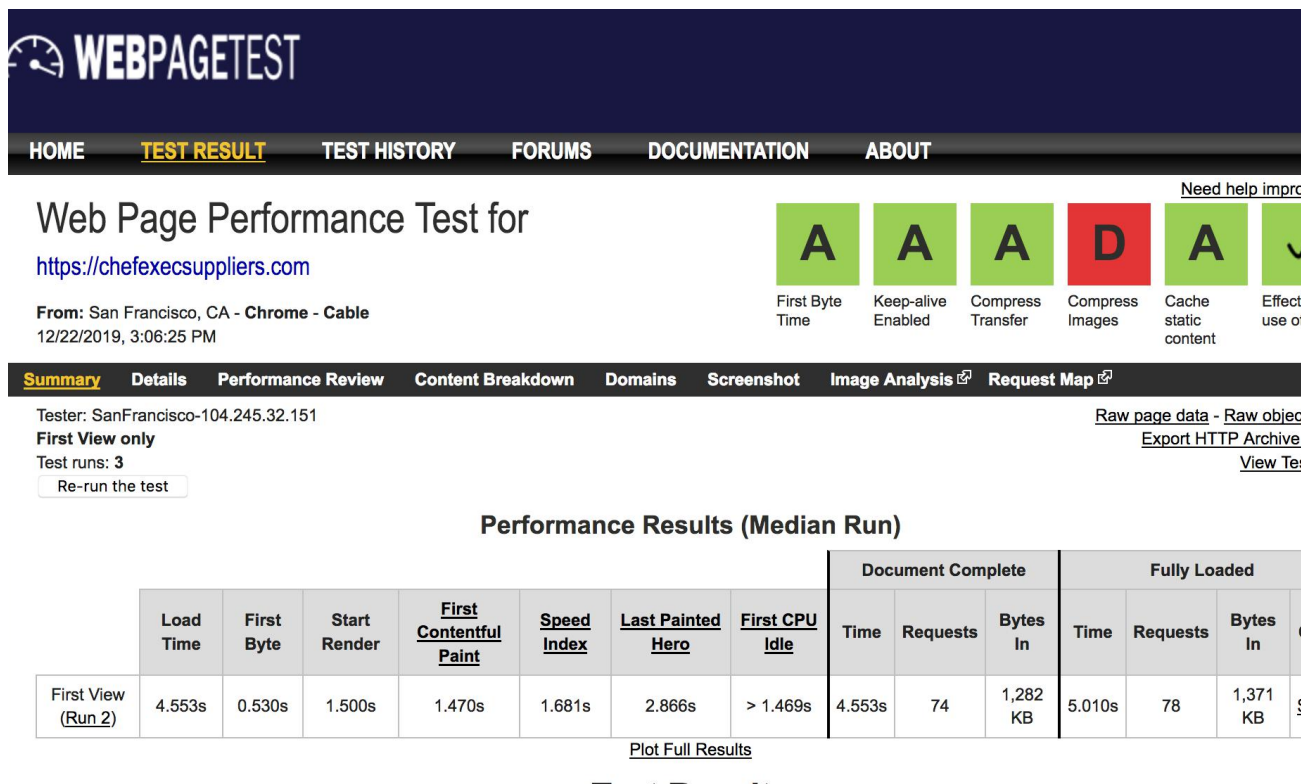
Jeremy increased the sales of Reno and therefore deserves a bonus.

You NEVER opened a customer for Chef Exec Suppliers in Reno nor do I believe you've ever been to Reno for that. It was Randy Thomas Foster who went to Reno and opened Reno as per all the initial invoices in Reno. You wrongfully gave yourself the customer (Grand Sierra) without authorization when it should have been a customer on the "house" when the sales rep left.

The purpose of the Christmas present is to thank people who work for us and contribute to raise our sales which is what Jeremy did and continues to do.

As per the website, the website was not simply "redesigned." The website became completely down after the update of our domain provider due to the original site being built on a software that was being deprecated. All of a sudden, we had NO website and chefexecsuppliers.com was completely blank. Jeremy, in an emergency, managed to recreate the entire website from scratch on the new software within two weeks. These two weeks were spent working hours and hours a day, seven days a week, to get it up and running for no pay. Realize that we have over one hundred products on our website and over 250 pictures that needed to be recreated and reuploaded respectively during these two weeks. I know this because I called to check in everyday.

Also, please do not forget the speed of our website. As you said in the past, our website used to be very slow before Jeremy took it over, until Jeremy reworked our entire website for speed optimization. Here are screenshots from the tool used by professionals for website speed comparing our site and Solia, our biggest competitor, with a MUCH bigger web budget than we do of tens of thousands of dollars a year at least. Jeremy explained to me that Solia has a dedicated server that costs thousands of dollars alone to run and makes them much faster yet our website runs faster without having to use one because of the optimizations made.



Summary Details Performance Review Content Breakdown Domains Processing Breakdown Screenshot Image Analysis Request Ma

Tester: SanFrancisco-104.245.32.151

First View only

Test runs: 3

Re-run the test

[Raw page data - Raw objec](#)

[Export HTTP Archive](#)

[View Tes](#)

Performance Results (Median Run)

	Load Time	First Byte	Start Render	First Contentful Paint	Speed Index	Last Painted Hero	First CPU Idle	Document Complete			Fully Loaded			C
								Time	Requests	Bytes In	Time	Requests	Bytes In	
First View (Run 2)	9.056s	0.743s	1.900s	1.844s	4.129s	9.833s	> 9.192s	9.056s	62	3,722 KB	11.618s	84	4,031 KB	\$

[Plot Full Results](#)

As for the decrease in sales, you were the one to complain about the digital marketing budget provided on Google Ads, and we canceled it against Jeremy's advice. This digital marketing provided the annual sales you quoted in 2018 and the budget spent on the digital marketing must be subtracted from this number so your \$11,000 drop is inaccurate. If you want more sales on the website, that is no problem. Please speak to Jeremy about reinstating our digital marketing budget.

In addition to this, your 2018 website sales number was inflated by the Chumash casino who stopped buying in 2019. They alone were responsible for almost \$10,000 in 2018 on the website.

So, Jeremy had to recreate the whole website from scratch and was not paid for that. Don't forget it. Did you even offer to pay for that? No.

You mention that we pay Jeremy because he is my son, but on the contrary, we save a lot of money because he is my son and does the work that would cost tens of thousands of dollars if done by a third party.

I implore you to do some research onto the cost of:

- A Brand New Website
- SEO Optimized unique product descriptions for key products and keywords like "buffet disposable plastic cup" arriving in 1st page of Google
- Food Staging, Photography, and Editing of over 200 photos to replace the pictures we were using illegally and were told to cease and desist using
- Google Ads Specialist (Of which he is certified by Google)
- Constant Site Maintenance for over two years
- 24/7 Website fixing

Any problem we have ever had with the website has been solved within the hour of it being reported to Jeremy. Good luck finding service as reliable.

Here are some numbers I've found and some articles linked to give you an idea of what I have found after quick google searches.

Food Staging, Photography, and Editing: 15 Images for \$2000 for a low experience photographer (We have around 200 photos) <https://foodphotographyblog.com/food-photography-pricing-for-small-clients/>

Brand New Ecommerce Capable Website: \$3,000-\$27,000 FOR CREATION ALONE. Feel free to explore the cost breakdown at the provided link: <https://www.webfx.com/industries/retail-ecommerce/ecommerce/web-design/>

Google AdWords Specialist: AdWords Consultant Rates

"It's common to pay an agency \$100 to \$200 an hour for services. But most agencies charge a monthly fee for their services, so the hourly rate is blended amongst resources." <https://www.jeffalytics.com/google-ads-specialist/>

If you can find another potential employee who has near the amount of skills and experience Jeremy has for our website that is willing to be paid less than \$250 a month as their compensation, please let me know, and I will be more than happy to hire them.

As you know, in today's day and age, having a professional and functional vendor website is completely necessary for operation, professionalism, and customer trust in a company. I cannot speak for LA, but I know for a fact all of our Vegas and Reno clients use the website regularly as a live price list with clear pictures, size descriptions, and search functionality and some customers order exclusively on the website.

Outside of his work on the website, Jeremy goes to the casinos at least once a week despite his being a full-time student. Since his first visit in June, and actually being in Reno in August, there has been a dramatic increase in sales in Reno:

-Grand Sierra ordered for \$3600 in the first half of 2019 before Jeremy's arrival. The second half of the year after Jeremy began

visiting the client, sales totaled \$7609, **an increase of over 100%**. In fact, the Pastry Chef told Jeremy recently that they are switching to us as their only plastic disposable vendor from now on.

-Peppermill was started by Jeremy in August and has since ordered for \$4,156.24. That is over \$1000 a month.

Expect orders from Silver Legacy, Circus Circus, and the El Dorado as well as the Atlantis starting early 2020.

Since Jeremy started in Reno, we never paid him any expenses for gas or mileage !

I'd also like to remind you that we paid a total of \$3,369.87 to your friend Maryann Oletic under the assumption she would make sales in New York and she brought us a whopping \$0 dollars in sales. In addition to this, you also paid David Levray, who I believe you said was your nephew, \$2000 in July 2019, for a non-functional, amateur, non-vendor site.

Are you still sure you don't want to give Jeremy a nice Christmas present? Maybe to pay him for the work he did and that we did not pay? Wouldn't it be just fair?

I am sure that you will agree that it will not be fair to take advantage of an over-qualified 21 year old kid, that was not paid so far for the incredible work he did for us...

Regards

Clement

On Dec 22, 2019, at 1:12 PM, Dominique Arnould <dominique@chefexecsuppliers.com> wrote:

Clement

I did send Bonus check to Sergio Vero Jhohan and Michelle.

I did not send a check to Jeremy.

The point of a Holiday bonus is to encourage and reward the good performance of a full time collaborator.

Jeremy is a student spending only part time with Chef Exec. He is compensated at the rate of \$250.00 per month to animate the Web Site and increase it sales.

He also receives commissions on Reno customers, one of which was my customer and which was given to Jeremy without my permission.

The sales of the Web site in 2018 when the site was redesigned totaled \$20525.73.

The sales of the web site in 2019 after the site was degraded and does not look as attractive as it used to then(I don't really know the motivation behind that change)

Totaled \$9053.03.

This is a drop of more than \$11000.00. These are numbers that hardly call for a reward or a bonus of any kind. I am sure that you will agree with my decision.

It seems as well that the \$250.00 spent in the animation of the web site and its on going performance, which we pay Jeremy are spent more because he is your son rather than for the management of the site.

I think we should not spend that money and stop this payment as it is obviously non productive and does not bring any increase in sales to our company,

For info, the company will have an approximate increase in sales of 13% this year.

Dominique

On Sun, Dec 22, 2019 at 11:43 AM Clement Munez <clement@chefexecsuppliers.com> wrote:

Hello Dominique,

Can you please just confirmed you sent for Christmas:

Sergio: \$800.00
Vero: \$800.00
Jhohan: 500.00
Michelle \$800
Jeremy \$500

Thank you

Clement

On Dec 11, 2019, at 4:32 PM, Clement Munev <clement@chefexecsuppliers.com> wrote:

Ok for me

Just don't forget Michelle \$800
and Jeremy \$500 like last year

Thank you

Clement

On Dec 11, 2019, at 2:48 PM, Dominique Arnould <dominique@chefexecsuppliers.com> wrote:

Here is my proposal

Sergio: \$800.00

Vero: \$800.00

Johan: 500.00

On Wed, Dec 11, 2019 at 2:34 PM Clement Munev <clement@chefexecsuppliers.com> wrote:

Hello Dominique,

Do you wish to do \$500 for all the persons working for us like last year, or do you want to do a little more since we have more profit?

Please let me know what you want to do

Thank you

Clement

--

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA FOOD SOURCE, INC
Wines of the World.com
702-683-2433

--

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA FOOD SOURCE, INC
Wines of the World.com
702-683-2433



disposable buffet plastic cups



Sign in



All



Shopping



Images



News



Videos



More

Settings

Tools

About 4,840,000 results (0.46 seconds)

Disposable Cups - Chef Exec Suppliers

<https://chefexecsuppliers.com> › [product-category](#) › [disposable-plastic-cups](#) ▼

Disposable Plastic 60cc Mini Pyramid. \$0.089 Per Unit Select options · Creative Unique **Catering Disposable Plastic Bucket Cup** for Banquets ...

Elegant Disposable Plastic Buffet Party Package for 120 Guests

<https://www.amazon.com> › [Kaya-Collection-Disposable-Plastic-Tumblers](#) ▼

Amazon.com: Elegant **Disposable Plastic Buffet** Party Package for 120 Guests - Includes Fancy Round White Lunch Plates w/Silver Rim, Forks & **Plastic Cups** ...

Images for disposable buffet plastic cups



→ [More images for disposable buffet plastic cups](#)

[Report images](#)

Elegant Disposable Plastic Buffet Party Package for 90 Guests

<https://www.amazon.com> › [Kaya-Collection-Disposable-Plastic-Tumblers](#) ▼

★★★★★ Rating: 5 - 1 review

Buy Elegant **Disposable Plastic Buffet** Party Package for 90 Guests - Includes Fancy & Premium Flared White Lunch Plates, Silver Forks & **Plastic Cups** - For ...

Catering Cups and Mini Dishes | solia-usa.com

<https://www.solia-usa.com> › [catering-plastic-cups-and-mini-dishes](#) ▼

Get the best **disposable catering plastic cups**, mini dishes and serving bowls with elegant designs for your events. Free shipping in USA with all \$500 orders.

Cups, Dessert & Catering | Disposable Catering Supplies ...

<https://www.efavormart.com> › [collections](#) › [cups-dessert-catering](#) ▼

Efavormart's **disposable** wholesale wedding **plastic cups** and **disposable** trays for serving will help you to enjoy your party and food without any cleanup.

Catering Disposables: Plastic Flatware, Trays, Foil Pans

<https://www.solia-usa.com> › [Disposables](#) ▼

EXHIBIT 8

From: Clement Munev
Sent: Tuesday, May 12, 2020 4:35 PM
To: Dominique Arnould
Cc: Clement Chef Exec
Subject: Theft from Client from Michelle

Dominique,

As always you are not telling the truth.

I have attached the proof that you are not telling the truth and that you want to take advantage of the work of our sales reps hoping that nobody will notice.

See the proof attached and below:

French Gourmet placed their first order on 02/29/2012 even though you say you've known him for 30 years which might be true but is not relevant.

The company was created in 2007 and he bought just once with you in 2012. Three years later in 2015, Michelle PHYSICALLY visited him in San Diego, and only after this did he place another order. Since then, she has repeatedly visited him IN PERSON and called him. You must know this as you gave her her rightful commission up until 2018 where you reattributed yourself as sales rep with no justification or mention to me or Michelle.

This kind of behavior where you steal the commission from our employees is very very wrong. All the proof is on the file attached if needed!

You also need to deposit ALL the checks of our customers that you have received since March and that you haven't put in the bank to prevent me from paying our bills in Las Vegas. This is not your money, this is the company's money.

Clement

On May 12, 2020, at 3:23 PM, Dominique Arnould
<dominique@chefexecsuppliers.com> wrote:

Clement

This client has been mine since the start and I continue to service him as always. I was also instrumental for the latest order having been in touch with my client all along via mail which I can send to you if you would like.

There is nothing to correct here, this is my sale.

STOP TAKING MY CUSTOMERS AT WILL HAS I DO NOT NEED YOU OR ANYONE ELSE TO COVER THEM FOR ME.

I personally know the owner of French Gourmet for more than 30 years and have taken all the orders for Chef Exec Suppliers ever since he started to do business with the company.

I hope this is clear for you and that you will not take any of my customers anymore under the pretence that your son or Michelle have talked to them. once or twice.

Dominique

On Tue, May 12, 2020 at 2:49 PM Clement Munev <clement@chefexecsuppliers.com> wrote:
Bravo Michelle !

Dominique,
Jeremy spoke recently with French Gourmet also in San Diego and helped him with his order.
Jeremy helped him even though Michelle follow this customer since 2017
This is Michelle customer and Jeremy is fine with that
I saw that you gave you the commission of the invoiced related #81522

Please correct asap and give the commission to Michelle as it should have been done

Thank you

Clement Munev
(702) 340 8697
Sent from my iPhone

Begin forwarded message:

From: Lisa Burkhard via PayPal <service@paypal.com>
Date: May 12, 2020 at 13:58:18 PDT
To: Clement Munev <clement@chefexecsuppliers.com>
Subject: Payment received from lburkhard@valleyviewcasino.com
Reply-To: Lisa Burkhard <lburkhard@valleyviewcasino.com>



May 12, 2020 13:57:59 PDT
Transaction ID: [1UX41319KK923403E](#)

Hello CHEF EXEC SUPPLIERS,

You received a payment of \$2,713.20 USD from (lburkhard@valleyviewcasino.com).

To see all the transaction details, please log into your PayPal account. It may take a few moments for this transaction to appear in your account.

Buyer information

Lisa Burkhard
burkhard@valleyviewcasino.com

Instructions from buyer

None provided

Shipping information:

Lisa Burkhard
16300 Nyemii Path Rd
Valley Center, CA 92082
United States

Shipping method:

Not specified

Description	Unit price	Qty	Amount
Disposable Tall Round Glass - Transparent	\$107.70 USD	6	\$646.20 USD
Disposable Umbrella Dish Tray	\$98.75 USD	3	\$296.25 USD
Mini Bucket Cup	\$107.40 USD	3	\$322.20 USD
Disposable Plastic Large Pyramid Cup 180cc - Transparent	\$121.85 USD	3	\$365.55 USD
Disposable Plastic Bowl Base & Lid	\$84.60 USD	6	\$507.60 USD
Disposable Plastic 3 Edge PS Cup	\$126.75 USD	3	\$380.25 USD
Subtotal:			\$2,518.05 USD
Tax:			\$195.15 USD
Insurance:			----
Insurance:			----
Total:			\$2,713.20 USD

Receipt No: 3663-8226-1428-4361

Please keep this number for future reference, as your customer doesn't have a PayPal Transaction ID for this payment.

Invoice ID:WC-840



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PayPal PPX001033:1.6:2ce729dbf8dba

--

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA FOOD SOURCE, INC
Wines of the World.com
702-683-2433

CHEF EXEC SUPPLIERS SERVER

Help Speed Dial

Excel Word Income Tracker

Customer Information

NOTE

Company Name **The French Gourmet**
 Full Name **#325**
 Customer Type **Catering**
 Terms **Net 15**
 Bk To **The French Gourmet**
960 Turquoise Street
San Diego, CA 92109
858-488-1725
 Map | Directions

Main Phone **858-488-1725**
 Fax **858-488-1799**
 Main Email **rosaless903@gmail.com**
 CC Email **chefexecacding@gmail.com, mmalecot@thefrenchgourmet.com**

REPORTS FOR THIS CUSTOMER

QuickReport
 Open Balance
 Show Estimates
 Customer Snapshot

Transactions Contacts To Do's Notes Sent Email

SHOW All Transactions FILTER BY All DATE All

TYPE	AMOUNT	DATE	ACCOUNT	AMOUNT
Invoice	81522	05/04/2020	Accounts Receivable	315.46
Payment	7342	04/18/2018	Undeposited Funds	632.43
Invoice	5930	02/20/2018	Accounts Receivable	632.43
Payment	6060	07/18/2017	Undeposited Funds	342.00
Invoice	5290	08/16/2017	Accounts Receivable	342.00
Payment	3021	11/23/2015	Undeposited Funds	244.00
Invoice	4011	09/24/2015	Accounts Receivable	244.00
Payment	2630	08/29/2015	Undeposited Funds	644.35
Payment	2673	08/29/2015	Undeposited Funds	108.95
Invoice	3867	07/10/2015	Accounts Receivable	108.95
Invoice	3850	07/02/2015	Accounts Receivable	644.35
Payment	660814	02/21/2015	Undeposited Funds	639.56
Invoice	3587	02/05/2015	Accounts Receivable	639.56
Payment	86SDA4YPT98HS	03/01/2012	Undeposited Funds	145.87
Invoice	2062	02/29/2012	Accounts Receivable	150.00

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 2/29/2012

Invoice # 2062

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM INVOICE
NOT A CHECK SENT

03/01/2012

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 3/18/2012

Terms COD

D A

Ground

Due Date 2/29/2012

Item	Description	QTY	Rate	Amount
OWP9001	DISPENSER DELUXE 1/BOX	1	50.00	50.00T
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING BAGS ON CORE 53 X 28cm 4 X 100/CS	1	100.00	100.00T

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$150.00

Sales Tax (0.0%)

\$0.00

Total

\$150.00

Payments/Credits

-\$150.00

Balance Due

\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 2/5/2015

Invoice # 3587

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM INVOICE
NOT A RECEIPT
PAID
02/21/2015

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 2/12/2015

Terms COD

MG

wine source

Due Date 2/5/2015

Item	Description	QTY	Rate	Amount
C2PREGBL6	REGLETTE 6 MACARONS(Bottom + Lid only) 200/CS	1	385.56	385.56T
QA-290R400CPR	CREME BRULEE, FLAN ALU CUP 3" X 1/4" 1000/CS	1	219.00	219.00T
SHIP	SHIPPING & HANDLING CHARGES	1	35.00	35.00

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$639.56

Sales Tax (0.0%)

\$0.00

Total

\$639.56

Payments/Credits

-\$639.56

Balance Due

\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 7/2/2015

Invoice # 3850

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM INVOICE
NOT A REMITTANCE SENT

PAID
08/29/2015

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 7/2/2015

Terms COD

MG

wine source

Due Date 7/2/2015

Item	Description	QTY	Rate	Amount
C2PREGBL6	REGLETTE 6 MACARONS(Bottom + Lid only) 200/CS	1	385.56	385.56T
QA-290R400CPR	CREME BRULEE, FLAN ALU CUP 3" X 1/4" 1000/CS	1	219.00	219.00T
SHIP	SHIPPING & HANDLING CHARGES	1	39.79	39.79

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$644.35

Sales Tax (0.0%)

\$0.00

Total

\$644.35

Payments/Credits

-\$644.35

Balance Due

\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 7/10/2015

Invoice # 3867

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM INVOICE
NOT A CHECK SENT

PAID
08/29/2015

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 7/10/2015

Terms COD

MG

wine source

Michel

Due Date 7/10/2015

Item	Description	QTY	Rate	Amount
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING	1	98.00	98.00
SHIP	BAGS ON CORE 53 X 28cm 4 X 100/CS SHIPPING & HANDLING CHARGES	1	8.95	8.95

RECEIVER NAME	RECEIVER SIGNATURE	Subtotal	\$106.95
		Sales Tax (0.0%)	\$0.00
		Total	\$106.95
		Payments/Credits	-\$106.95
		Balance Due	\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 9/24/2015

Invoice # 4011

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM POICE
NOT A M SENT

11/23/2015

P.O. # Richard

Rep

Ship Via

Purch Agent

Ship Date 9/24/2015

Terms COD

MG

wine source

Due Date 9/24/2015

Item	Description	QTY	Rate	Amount
QA-290R400CPR	CREME BRULEE, FLAN ALU CUP 3" X 1/4" 1000/CS	1	219.00	219.00T
SHIP	SHIPPING & HANDLING CHARGES	1	25.00	25.00

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$244.00

Sales Tax (0.0%)

\$0.00

Total

\$244.00

Payments/Credits

-\$244.00

Balance Due

\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC

LAS VEGAS, NV 89118

TEL: 702-683-2433

FAX: 702-992-9880

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.

P.O. BOX 1800
STUDIO CITY, CA 91614

Invoice

Date : 6/16/2017

Invoice # 5290

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

PAY FROM INVOICE
NO STATEMENT SENT

PAID
07/18/2017

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 6/16/2017

Terms COD

MG

wine source

Michel

Due Date 6/16/2017

Item	Description	QTY	Rate	Amount
QA-290R400CPR	CREME BRULEE, FLAN ALU CUP 3" X 1/4" 1000/CS COPPER	1	219.00	219.00T
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING BAGS ON CORE 53 X 28cm 4 X 100/CS	1	98.00	98.00T
SHIP	SHIPPING & HANDLING CHARGES	1	25.00	25.00

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$342.00

Sales Tax (0.0%)

\$0.00

Total

\$342.00

Payments/Credits

-\$342.00

Balance Due

\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.
P.O. BOX 1800
STUDIO CITY, CA 91614

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 2/20/2018

Invoice # 5930

PAY FROM INVOICE
NO STATEMENT SENT

PAID
04/16/2018

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 2/20/2018

Terms Net 15

D A

wine source

Due Date 3/7/2018

Item	Description	QTY	Rate	Amount
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING BAGS ON CORE 53 X 28cm 4 X 100/CS	1	98.00	98.00T
ALU-CUP150AG	ALU CUP GOLD 93 X 75 X 33mm 150ml 1000/CS Creme Brulee Cup	1	196.50	196.50T
ALU-CUPAP170...	ALU CUP BOWL 85 X 66 X 50mm 170ml 1000/CS COFFEE	1	196.58	196.58
ALU-LID150A	ALU LID 93 X 75 X 33mm 1000/CS (lid for alu-cup150AG)	1	38.95	38.95T
BO-5000BI6070...	MACARONS BOX 6 RED/GOLD 80/CS	1	102.40	102.40T

RECEIVER NAME	RECEIVER SIGNATURE	Subtotal	\$632.43
		Sales Tax (0.0%)	\$0.00
		Total	\$632.43
		Payments/Credits	-\$632.43
		Balance Due	\$0.00

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC

LAS VEGAS, NV 89118

**PLEASE REMIT PAYMENT TO
CHEF EXEC SUPPLIERS, LLC.**

**P.O. BOX 1800
STUDIO CITY, CA 91614**

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

**PAY FROM INVOICE
NO STATEMENT SENT**

Date : 5/4/2020

Invoice # 81522

Bill To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

Ship To

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
858-488-1725

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 5/4/2020

Terms Net 15

D A

UPS GROUND

Due Date 5/19/2020

Item	Description	QTY	Rate	Amount
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING BAGS ON CORE 53 X 28cm 4 X 100/CS	1	98.00	98.00T
ALU-CUP150AG	ALU CUP GOLD 93 X 75 X 33mm 150ml 1000/CS Creme Brulee Cup	1	196.50	196.50T
SHIP	SHIPPING & HANDLING CHARGES	1	20.96	20.96

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$315.46

Sales Tax (0.0%)

\$0.00

Total

\$315.46

Payments/Credits

\$0.00

Balance Due

\$315.46

Late payments over 30 days old subject to a 1.5% late fee charge per month or 18% per annum.

Any defect, breakage and shortage must be reported within 24 hours of delivery.

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

EXHIBIT 9

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Dates

From

To

Sort By

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01/01/2020

04/29/2020

Show Filters

Report Basis:

Accrual

Cash

5:38 PM

04/29/20

Accrual Basis

CHEF EXEC SUPPLIERS, LLC

Sales by Rep Detail

January 1 through April 29, 2020

Type	Date	Num	Memo	Name	Item	Qty	Sales Price	Amount	Balance
Naomi Inoue									
Invoice	01/21/2020	8218	MACARONS BOX x 18pc 48/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	81.56	81.56	81.56
Invoice	01/21/2020	8218	MACARONS BOX x 6pc 80/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	88.47	88.47	170.03
Invoice	01/29/2020	8245	MACARONS BOX 48/CS 18M BROWN...	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	90.62	90.62	260.65
Invoice	01/29/2020	8245	MACARONS BOX 60/CS 9M RED & GO...	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	94.17	94.17	354.82
Invoice	02/14/2020	8308	MINI CUBE TRANSPARENT CRYSTAL ...	THE PASTRY SWAN BAKERY	M-VR61TC (MINI CUBE TRANSPA...	2	60.00	120.00	474.82
Invoice	02/14/2020	8308	SHIPPING & HANDLING CHARGES	THE PASTRY SWAN BAKERY	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	499.82
Invoice	02/18/2020	8323	MINI PYRAMIDE STRIPED TRANSP CRY...	TABLE MOUNTAIN CASINO	LPM-50230TC (MINI PYRAMIDE S...	2	60.00	120.00	619.82
Invoice	02/18/2020	8323	SQUARE CUT GLASS TRANSP CRY'S...	TABLE MOUNTAIN CASINO	M-VR82TC (SQUARE CUT GLAS...	2	94.75	189.50	809.32
Invoice	02/18/2020	8323	SHIPPING & HANDLING CHARGES	TABLE MOUNTAIN CASINO	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	834.32
Invoice	02/18/2020	8324	ESPRESSO CUP TRANSPARENT CLEA...	TABLE MOUNTAIN CASINO	M-EP115TC (ESPRESSO CUP TR...	1	72.95	72.95	907.27
Invoice	02/18/2020	8324	MINI SPOON BLACK 500/BG	TABLE MOUNTAIN CASINO	PLA-052330NR (MINI SPOON BL...	1	25.00	25.00	932.27
Credit Memo	02/18/2020	8325	MACARONS BOX x 18pc 48/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	-1	81.56	-81.56	850.71
Invoice	02/21/2020	8354	MINI CUBE GLASS 2-1/4H X 1-3/4W 6...	THE PASTRY SWAN BAKERY	GZ-C002TC (MINI CUBE GLASS ...	2	59.40	118.80	969.51
Invoice	03/03/2020	8384	MINI BUCKET 66 x 63 600/CS	TABLE MOUNTAIN CASINO	LPM-80230TC (MINI BUCKET 66 ...	1	107.40	107.40	1,076.91
Invoice	03/03/2020	8384	ESPRESSO CUP TRANSPARENT CLEA...	TABLE MOUNTAIN CASINO	M-EP115TC (ESPRESSO CUP TR...	2	72.95	145.90	1,222.81
Invoice	03/03/2020	8384	MINI SPOON BLACK 500/BG	TABLE MOUNTAIN CASINO	PLA-052330NR (MINI SPOON BL...	2	25.00	50.00	1,272.81
Invoice	03/03/2020	8384	SHIPPING & HANDLING CHARGES	TABLE MOUNTAIN CASINO	SHIP (SHIPPING & HANDLING CH...	1	59.85	59.85	1,332.66
Invoice	03/06/2020	8381	COMFORT GREEN 4 DISPOSABLE PP...	The Grape Vine Limited	OWP7003 (COMFORT GREEN 4 ...	1	98.00	98.00	1,430.66
Invoice	03/06/2020	8381	SHIPPING & HANDLING CHARGES	The Grape Vine Limited	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	1,455.66
Total Naomi Inoue						23		1,455.66	1,455.66
TOTAL						23		1,455.66	1,455.66

EXHIBIT 10

From: Brian Bennington benningtoncpa@hotmail.com
Subject: Chef Exec Suppliers
Date: May 19, 2020 at 3:22 PM
To: dominique@chefexecsuppliers.com
Cc: CLEMENT MUNY cmuney@cox.net

BB

Hi Dominique,

It was pointed out to me that you don't want Chef Exec Suppliers to pay the California nonresident withholding tax on behalf of Clement of \$7,166 for 2019.

Consistent with prior years, the company should pay that and to be equitable, the company would then issue you a distribution payment of \$7,166 too, as it has in prior years.

This should be done as soon as possible as well.

Please let me know if you have any questions.

Thank you.

Brian Bennington, CPA
Bennington & Associates, Ltd.
2620 Regatta Drive, Suite 102
Las Vegas, NV 89128
(702) 240-5200
(702) 240-5300 Fax

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that, unless specifically indicated otherwise, any tax advice contained in this communication, including attachments, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

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--- DETACH HERE --- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER --- DETACH HERE ---

TAXABLE YEAR **2019** **Payment Voucher for Resident and Nonresident Withholding** **CALIFORNIA FORM 592-V**

► Check the box to indicate how Form 592 was submitted (check only one box): ☐ Electronic ☒ Paper Total number of payees reported **1**

Complete voucher using withholding agent information from Form 592, Part I.

Business name **CHEF EXEC SUPPLIERS, LLC** ☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

First name Initial Last name Telephone

Address (apt./ste, room, PO box, or PMB no.)
151 AUGUSTA STREET

City (If you have a foreign address, see instructions.) State ZIP code
HENDERSON NV 89074

Do not mail a paper copy of the electronically filed Form 592 with the payment voucher.
Mailing a paper copy of your electronically filed Form 592 may cause a delay in processing.

Amount of payment
7,166.00

EXHIBIT 11



EXHIBIT 12



INVOICE

Statement Date: 04/17/20	
Invoice#	Account#
321280	C0000021119

Chef Exec Suppliers
Dominique Arnould
Domarnould@aol.com

RECENT PAYMENTS AND CREDITS ACTIVITY

Date	Payment Type	Check / CC #	Description	Amount
10/18/2019	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$114.93
10/28/2019	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$810.00
11/26/2019	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$138.00
11/29/2019	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$1,188.00
12/28/2019	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$1,152.00
1/28/2020	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$1,152.00
2/28/2020	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$1,116.00
3/28/2020	Credit Card	xxxx xxxx xxxx 6075	Storage Rent	\$1,116.00
Total Payments and Credits:				\$6,786.93

CURRENT CHARGES

Due Date	Description	Amount	Tax	Amount
10/15/2019	Pro rate Rent 10/23/2019 to 10/31/2019 (9 days @ \$12.77)			\$114.93
11/15/2019	Monthly Rent (11/2019) - 45 pallets @ \$18.00 per pallet			\$810.00
11/23/2019	Pro rate Rent 11/21/19 to 11/30/19 (23 pallets @ \$13.8)			\$138.00
12/15/2019	Monthly Rent (12/2019) - 66 pallets @ \$18.00 per pallet			\$1,188.00
1/15/2020	Monthly Rent (01/2020) - 65 pallets @ \$18.00 per pallet			\$1,152.00
2/15/2020	Monthly Rent (02/2020) - 65 pallets @ \$18.00 per pallet			\$1,152.00
3/15/2020	Monthly Rent (03/2020) - 62 pallets @ \$18.00 per pallet			\$1,116.00
4/15/2020	Monthly Rent (04/2020) - 62 pallets @ \$18.00 per pallet			\$1,116.00
Total Current Charges:				\$6,786.93

TOTAL DUE

Total Balance due:	\$0.00
--------------------	--------

NorthStarMoving.com

DOT 1836576
ICC MC 665757-C
CAL PU.C. T 182466

(800)ASK PROS ★ (800)275-7767
9120 Mason Avenue, Chatsworth, CA 91311

Detach here and send back with your payment



Chef Exec Suppliers
Dominique Arnould
Domarnould@aol.com

Invoice # 321280
Account # C0000021119

Amount Due: \$0.00
Due Date:

Please make your check payable in full to:

NorthStar Moving
9120 Mason Avenue
Chatsworth, CA 91311-6109

Amount Enclosed: \$

☐ Check here if billing address, telephone number or any other contact information has changed. Note changes on reverse side.

AFFIDAVIT OF ATTORNEY ROBERT KERN

I, Robert Kern, make this Declaration of my own personal knowledge and under the penalty of perjury pursuant to NRS 53.045.

1. I am a duly licensed practising attorney in the State of Nevada, County of Clark, maintaining offices at 601 S. 6th Street, Las Vegas, Nevada 89101, and represent Defendants in the above-entitled matter.

2. I personally contacted Northstar Moving, the company that Plaintiff Arnould used as the new warehouse to store the property moved from the Las Vegas warehouse, on December 10, 2019.

3. On the phone call to Northstar, I spoke to Ana Coy, and asked her about the property stored for ChefExec. She indicated that they did not have any accounts in the name of Chef Exec Suppliers, and that I was not authorized to receive information about the account because it was in the name of Dominique Arnould personally. After the phone call I sent Ms. Coy an email to confirm the conversation, however she never responded.

I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge.

DATED this 23rd day of December, 2019.

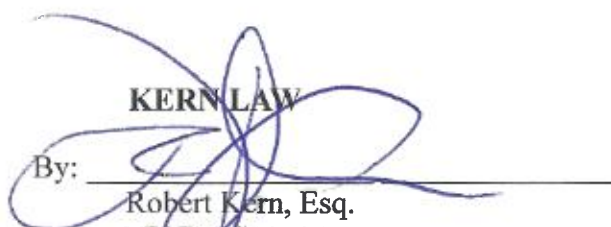

By: _____
Robert Kern, Esq.
NV Bar #10104
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants

EXHIBIT 13

03/26/2020	Debit	AMZN Mktp US*UW 35K4R3 Amzn.com/ bill WA 20085 CD8 615	-26.89	59,701.35
03/25/2020	ACH	ACH-IRS USATAXPY MT0325202270485 66077838	-263.54 1/2	59,728.24 \$ 13172
03/25/2020	ACH	ACH-LADWP WEB P AY 0325201875390 000	-110.66	59,991.78
03/25/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 019411	-330.00	60,102.44
03/25/2020	Debit	UPS 010136 BA	-229.91	60,432.44
03/25/2020	Debit	DOMESTIC WIRE TR ANSFER REF.# 202 00325B1Q8021C027 53	-9,973.02	60,662.35
03/25/2020	Debit	AMZN Mktp US*VW 6HF4YL Amzn.com/ bill WA 20084 CD8 615	-65.68	70,635.37
03/25/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN032 520545192	7,776.01	70,701.05
03/24/2020	Paid Check	Check #2452	-900.00	62,925.04
03/24/2020	ACH	ACH-CITI AUTOPAY PAYMENT 0324200 80071732052747	-708.09	63,825.04
03/24/2020	ACH	ACH-Payroll Service Fee 032420897266 6	-119.00	64,533.13
03/24/2020	ACH	ACH-Payroll Tax 032 4208972666	-14.84	64,652.13
03/24/2020	Debit	CREATIVE AUTOMO TIVE E TARZANA C A 20081 CD8615	-334.70	64,666.97
03/24/2020	Debit	AMZN Mktp US*KZ3 CT34U Amzn.com/b ill WA 20083 CD861 5	-12.87	65,001.67
03/23/2020	ACH	ACH-Square Inc 20 0323P2 032320L20 5522132263	-494.50	65,014.54
03/23/2020	Credit	Deposit TLR Br#: 0 0649 TID:26 12191 V NTURA,STUDIO CIT Y,CA View Details	20,489.80	65,509.04
03/23/2020	Credit	Deposit TLR Br#: 0 0649 TID:26 12191 V NTURA,STUDIO CIT Y,CA View Details	6,208.94	45,019.24

04/02/2020	ACH	ACH-Yardi Service C hWEB PMTS 04022 0075SM5	-0.95	34,342.02
04/02/2020	Credit	DEPOSIT	700.00	34,342.97
04/02/2020	ACH	ACH-AAA FOOD SO URCE WOTW \$290 DELIVERIES & RENT	290.00	33,642.97
04/01/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 009752	-10,890.00	33,352.97
04/01/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 009751	-250.00	44,242.97
04/01/2020	ACH	ACH-NEVADA PROP ERTY ACH033120 0 40120DEFAULT REC P ID	715.11	44,492.97
04/01/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN040 120547404	196.00	43,777.86
03/31/2020	ACH	ACH-PAYROLL PAY ROLL 03312089726 66	-526.18	43,581.86
03/31/2020	Debit	NORTHSTAR MOVIN G & ST CHATSWORT H CA 20090 CD861 5	-1,116.00	44,108.04
03/31/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN033 120546650	5,006.67	45,224.04
03/31/2020	ACH	ACH-MGM PMD PAY MENT 0331206000 67768	702.00	40,217.37
03/30/2020	Debit	STAPLES 0180 STU DIO CITY CAUS0515 CD8615	-45.98	39,515.37
03/30/2020	Debit	SQ *ZIB CONSULTIN G GR Hollywood CA 20087 CD8615	-250.00	39,561.35
03/30/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN033 020546394	210.00	39,811.35
03/27/2020	Debit	AUTOMATED LOAN PAYMENT 0327200 00007001099171	-100.00	39,601.35
03/26/2020	Paid Check	Check #2453	-10,000.00	39,701.35
03/26/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 049369	-10,000.00	49,701.35
03/26/2020	Debit	AMZN Mktp US*UW 35K4R3 Amzn.com/	-26.89	59,701.35

04/09/2020	Paid Check	Check #2655	-752.60	34,868.26
04/09/2020	Paid Check	Check #2657	-237.46	35,620.86
04/09/2020	Debit	MICHELLE GIFFEN 010134 BA	-1,200.00	35,858.32
04/08/2020	ACH	ACH-IRS USATAXPY MT0408202270499 66135266	-88.12 1/2	37,058.32
04/08/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN040 820548483	5,206.39	37,146.44
04/07/2020	ACH	ACH-NV ENERGY S OUTH NPC PYMT 0 4072003157746122 9590	-23.20	31,940.05
04/07/2020	ACH	ACH-Payroll Tax 04 07208972666	-5.76	31,963.25
04/07/2020	Debit	VERONIQUE HUMB ERT 010137 BA	-700.12 1/2	31,969.01
04/07/2020	ACH	ACH-MGM PMD PAY MENT 0407206000 68145	900.00	32,669.13
04/06/2020	ACH	ACH-Paymode-X MN THLY FEE040620F1 10129868	-85.80	31,769.13
04/06/2020	Debit	MSFT * E0200AKH 88 MSBILL.INFO WA 20094 CD8615	-12.00	31,854.93
04/06/2020	ACH	ACH-NEVADA PROP ERTY ACH040320 040620DEFAULT R ECP ID	975.38	31,866.93
04/06/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN040 620547678	966.20	30,891.55
04/03/2020	ACH	ACH-AAA FOOD SO URCE INVOICE 8421 &DELIVERIES	666.96	29,925.35
04/03/2020	ACH	ACH-MGM PMD PAY MENT 0403206000 67981	113.50	29,258.39
04/02/2020	ACH	ACH-PACIFICACO-S ELLCWEB PMTS 04 0220066SM5	-4,248.96	29,144.89
04/02/2020	ACH	ACH-NEVADA TAX 7 756842099040220 2KY02T0451VFZ68	-743.11	33,393.85
04/02/2020	ACH	ACH-NEVADA TAX 7 756842099040220 2KY0497MYFEJQR B	-205.06	34,136.96
04/02/2020	ACH	ACH-Yardi Service C LWEB PMTS 040320	-0.95	34,342.02

\$ 44.00

Book Keeper
\$ 350.06

04/24/2020	Paid Check	Check #2683	-4,737.38	5,248.74
04/24/2020	ACH	ACH-Payroll Service Fee 0424208972666	-119.00	9,986.12
04/22/2020	ACH	ACH-CITI AUTOPAY PAYMENT 042220080096786223045	-216.97	10,105.12
04/22/2020	ACH	ACH-IRS USATAXPY MT042220227051366106564	-117.48 1/2	10,322.09 \$58.74
04/22/2020	Debit	UPS 010139 BA	-74.31	10,439.57
04/21/2020	ACH	ACH-Payroll Tax 0421208972666	-7.68 1/2	10,513.88 \$3.84
04/20/2020	ACH	ACH-FLEETCOR FUNDINGBTO417 04202000000104534113	-383.18	10,521.56
04/20/2020	Credit	Instant Pay Credit 20200418021000021PIBRJPM01060003205 PAYPAL	2,648.33	10,904.74
04/17/2020	Paid Check	Check #2668	-10,775.93	8,256.41
04/17/2020	ACH	ACH-TEMPUS INC T MP-USA-DEAL-0391363	-1,086.75	19,032.34
04/15/2020	Paid Check	Check #2667	-51.07	20,119.09
04/15/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN041520551917	1,713.00	20,170.16
04/14/2020	Paid Check	Check #2665	-110.97	18,457.16
04/14/2020	ACH	ACH-PAYROLL PAYROLL 0414208972666	-701.58	18,568.13
04/13/2020	Paid Check	Check #2666	-1,000.00	19,269.71
04/13/2020	Paid Check	Check #2662	-700.00	20,269.71
04/13/2020	Paid Check	Check #2663	-412.49	20,969.71
04/13/2020	Credit	ADJUSTMENT FROM BUSINESS LOAN #(7001099171)	100.00	21,382.20
04/13/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN041320549039	1,213.20	21,282.20
04/10/2020	Paid Check	Check #2659	-10,717.11	20,069.00
04/10/2020	Paid Check	Check #2664	-4,082.15	30,786.11
04/09/2020	Paid Check	Check #2655	-752.60	34,868.26

04/29/2020	ACH	ACH-Payroll Tax 04 29208972666	-308.00	1,023.39
04/29/2020	ACH	ACH-LADWP WEB P AY 0429201875390 000	-105.00	1,331.39
04/29/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 012210	-330.00	1,436.39
04/29/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 012163	-105.24	1,766.39
04/28/2020	ACH	ACH-PAYROLL PAY ROLL 0428208972 666	-526.16	1,871.63
04/27/2020	Paid Check	Check #2052	-600.00	2,397.79
04/27/2020	ACH	ACH-PACIFICACO-S ELLCWEB PMTS 04 2720W7NRQ5	-2,250.00	2,997.79
04/27/2020	ACH	ACH-Yardi Service C hWEB PMTS 04272 03WJRQ5	-0.95	5,247.79
04/24/2020	Paid Check	Check #2683	-4,737.38	5,248.74

FROM 3/23 to 4/29
TOTAL CA SPENDING:
55.451⁶³

EXHIBIT 14

From: Clement Munev clement@chefexecsuppliers.com 
Subject: Re: Charges on the Chef Exec account and Northstar access to request for me please
Date: January 22, 2020 at 4:38 PM
To: Dominique Arnould dominique@chefexecsuppliers.com
Cc: Clement Chef Exec clement@chefexecsuppliers.com
Bcc: jeremymunev@gmail.com, robert@kernlawoffices.com

CE

Dear Dominique,

I am asking these questions because of what I see in Quickbooks. Your notes in Quickbooks lack sufficient detail to answer my questions.

As for your answers:

I do not deny you access to the warehouse, I only ask that you notify me of what you plan on taking from the Las Vegas warehouse before you do so to ensure correct inventory for both Las Vegas and Los Angeles. Given that you have recently taken 3 full trucks load of products without any sort of communication, I do not think this is too much to ask.

You have stated that the reason for your pickups is to guarantee sufficient inventory nearby for your Los Angeles customer based on demand, but I am confused, as the demand does not match what you have taken according to our records?

Based on the sales in 2019 of your California clients, out of the 53 products you took, only four of the products will be needed in the coming 8 or 9 months. Three of the products will be needed in the next 1-3 years. The 46 other products were unnecessarily brought to Los Angeles as you have over 3 years worth of inventory. In fact, for the clear fan fan and the clear mini mac and cheese, you have over 100 years of inventory at your current rate of California sales of 2019.

Finally, on top of all this, 26 of the products you brought to Los Angeles to ensure you had sufficient stock had 0 sales in California in 2019.

Now, due to your taking of inventory in Las Vegas without consulting me, we are running short in several products. For example, you have almost all of the inventory for the green mini cube in Los Angeles, and we only sell it in Nevada.

This is urgent and a big problem since, as you know, most of our customers do not want to use green anymore, and we were able to convince Caesars to finish our inventory of Green Mini Cubes before switching over to clear. If we do not have the inventory in Las Vegas, we will have no choice but to let them switch to clear and be stuck with the remainder of the dead green mini cube inventory. This problem could have easily been avoided if you had consulted me prior to moving the dead inventory to Los Angeles under the guise that you supposedly need it there although you haven't sold any in some time in California.

Please send back all the inventory you don't need ASAP. To clarify, "inventory you don't need," refers to the products where, based on current demand and your recent sales in California, you have multiple years worth of stock. In particular, the products we currently have large demand for in Las Vegas of which you have dangerously depleted our warehouse's stock. Another one of these products, for example, being the clear camelia. You recently took 65 cases of this cup, yet in all of 2019 you only sold 53 cases in California. Now we only have 25 cases left in Las Vegas, and, as you know, we sell a lot of this product.

To reiterate, in the future, please send me **in advance**, what you need for LA. This way we can be sure that both locations have sufficient inventory at all times without impairing the operations of the other. I have ok'd your last two pickups since changing the locks, and will of course continue to authorize any and all products you do sell in California as long as the requested amounts are reasonable and we are not dangerously depleting our moving inventory in Los Vegas, so please do not say that I am keeping you from getting products you need for the company.

1- Concerning Naomie Inoue, the accounting below shows that she has only sold for \$852.88 in 6 weeks: Only 2 customers in December for a total of \$682.85

You paid her \$1000 on 1/15/2020 when our commission rate is 10% of the sales, and she only earned \$68.29 from her sales up to January 15th 2020.

You previously asked me to give a minimum with your friend Maryann Oletic as a sales rep, and she did not make a single sale.

Naomi Inoue									
Invoice	12/04/2019	8047	CARRE 60 CRYSTAL L 60 x L 60 x H 14 mm 720CS	CANYON CATERING	PLA-052401TC (CA...	2	64.80	129.60	
Invoice	12/04/2019	8047	SHIPPING & HANDLING CHARGES	CANYON CATERING	SHIP (SHIPPING & ...	1	25.00	25.00	
Invoice	12/18/2019	8099	TWISTED SQUARE CUT TRANSP CRYSTAL 55 X 76 600/CS (20850)	MARISSA'S CAKE	LPM-20850TC (TW...	1	81.00	81.00	
Invoice	12/18/2019	8099	ALU CUP GOLD 93 X 75 X 33mm 150ml 1000/CS Creme Brulee Cup	MARISSA'S CAKE	ALU-CUP150AG (A...	1	196.50	196.50	
Invoice	12/18/2019	8099	RECTANGLE GOLD CAKE BOARD WITH TAB 2-3/4" X 4" 400/CS	MARISSA'S CAKE	AC-RM710 (RECTA...	1	39.35	39.35	
Invoice	12/18/2019	8099	TALL ROUND GLASS TRANSPARENT CRYSTAL 7.5 X 7 300/CS	MARISSA'S CAKE	M-VR70TC (TALL R...	1	107.70	107.70	
Invoice	12/18/2019	8099	ROUND GOLD SWIRL PLATE 3.35" Dia 400/cs	MARISSA'S CAKE	AC-VROT11 (ROUN...	1	37.95	37.95	
Invoice	12/18/2019	8099	GOLD LAMINATED SWIRL PLATES 9.7cm 3.81in 10x50/cs	MARISSA'S CAKE	BO-SWRL9 (GOLD...	1	65.75	65.75	
Invoice	01/21/2020	8218	MACARONS BOX x 18pc 48/CS	MARISSA'S CAKE	MISC ITEM (MISC ...	1	81.56	81.56	
Invoice	01/21/2020	8218	MACARONS BOX x 6pc 80/CS	MARISSA'S CAKE	MISC ITEM (MISC ...	1	88.47	88.47	
Total Naomi Inoue						11		852.88	

Please consult me for all new sales reps and make sure to discuss with me before unilaterally changing our commission payment system for sales reps you have hired.

2- You did not post the details of the invoice of Wines Of the World. The only note on the invoice was "gift." I would like to know the quantity we bought and the price we paid for each wine please.

3- Can I please have the detailed price breakdown of Yhohan's \$332 you are mentioning. How much do we pay him per hour? Gas, etc. to come back and forth to Las Vegas.

etc. to come back and forth to Las Vegas.

Again, please notify me when you plan on sending our driver to Las Vegas so that I can request he bring products we may need from Los Angeles and make the trip more cost effective. A good example of this would be the Green Mini cube mentioned above. I did not have a chance to ask you to bring the item, since instead you sent Yhohan with an almost empty truck and a request of items without notifying me.

Concerning the 3 products you mentioned that I did not authorize and that you did not ask me about beforehand:

-You have over a year's supply of inventory on the Clear Large Camelia according to 2019 CA sales so there is no need to bring those to Los Angeles at the moment.

-Ribbon: You only sold 1 case in CA in 2019. We currently have only 22 cases on hand, and we have sold or shipped out of Las Vegas 24 cases in 3 months so we need to keep this inventory in Las Vegas.

- Sphere: You already brought over 15 cases of this item on 12/6/2019 and, without letting me know, you took 294 cases from the Las Vegas inventory a few months prior. That's over ten months of inventory, so I don't see the need for more at the moment.

If there is something regarding a coming raise in sales of these items that I don't know about, I would be more than happy to discuss it and make sure we have proper inventory ordered to meet the needs of the company in both locations.

Finally I would still like an answer regarding the questions I asked about the thousands of dollars the company has spent with Northstar without my knowledge:

"Finally, I would also need you to send me all the invoices you got from Northstar from the beginning including the ones you paid personally and for which you paid you back \$2,360.93 on 11/26/2019

As well as the one for \$1,188 paid 12/2/2019

I would also like to have copy of the contract you signed with them with the fees involved

I would also like the log in in their website to see our inventory they store for us

Could you also tell them and copy me to have full access to all informations regarding what Chef Exec Suppliers is paying ?"

As well as on the Upela Paris charge:

"Could you please also tell me what is Upela Paris written "freight charge" for which we paid by ATM \$313.43 1/14/2020?"

Thank you for your help in these matters.

Regards,

Clement

On Jan 21, 2020, at 4:22 PM, Dominique Arnould <dominique@chefexecsuppliers.com> wrote:

Hello Clement

First, I am surprised by your questions since you have access to the quickbooks and can look it up, but the answers to your questions are set out below.

Second, why do you continue to deny me access to your warehouse and keep me from getting the products I need for the company ?

1-- Could you please tell me who is Naomie Inoue for which we paid \$1000 commission 1/15/2020?

She is a new sales rep hired to develop sales in the southern California territory.

2-- Could you please also tell me the detail of the invoice #1088 from Wine of the World for a total amount of \$4,150.20 we paid 1/17/2020?

That invoice is for the wines purchased for gifts to our clients and which was ordered Initially by Michelle and you and which was delivered to the Las Vegas warehouse

on Friday December 6th

3- The expenses for Jhohan's pick up in Las Vegas amounts to Approximately \$ 332.00 per trip, knowing that the CES van capacity is 4 pallets of products. But for this last

trip since you did not authorize 3 products to be picked up there was only the amount of 3 pallets loaded.

Hoping this answers your concerns

Dominique

On Tue, Jan 21, 2020 at 10:47 AM Clement Munev <clement@chefexecsuppliers.com> wrote:
Hello Dominique,

Could you please tell me who is Naomie Inoue for which we paid \$1000 commission 1/15/2020?

Could you please also tell me the detail of the invoice #1088 from Wine of the World for a total amount of \$4,150.20 we paid 1/17/2020?

Could you please also tell me what is Upela Paris written "freight charge" for which we paid by ATM \$313.43 1/14/2020?

I would also like to know how much we pay Yhohan + expenses+ gas to come in Las Vegas when we could use Win Distribution or Fedex LTL.

I sent you yesterday, the Fedex log in for you to use and I mentioned to negociated price i was able to get.

Indeed roughly we should pay per pallet 75\$ + about 23% fuel surcharge with Fedex LTL and we pay about 105\$ with Win Distribution. I think it would make more sense to stop sending Yhohan in Las Vegas and use Fedex or even Win Distribution like we use to.

Finally, I would also need you to send me all the invoices you got from Northstar from the begining including the ones you paid personally and for which you paid you back \$2,360.93 on 11/26/2019

As well as the one for \$1,188 paid 12/2/2019

I would also like to have copy of the contract you signed with them with the fees involved

I would also like the log in in their website to see our inventory they store for us

Could you also tell them and copy me to have full access to all informations regarding what Chef Exec Suppliers is paying ?

Thank you for your help

Clement MUNEY
Managing Partner of Chef Exec Suppliers LLC
Mailing address:
151 Augusta Street
Henderson Nevada 89074
Cell.: (702) 340 8697
Fax.: (702) 992 9880
Email: clement@chefexecsuppliers.com
www.chefexecsuppliers.com

--

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA FOOD SOURCE, INC
Wines of the World.com
702-683-2433

EXHIBIT 15

扬州市凌海塑胶制品有限公司
Yangzhou Linghai Plastic Manufacturing Co.,Ltd.
No3 Road,YiLing Industrial Zone,JiangDu District of Yangzhou City,JiangSu Province of China
TEL : 0514-86562099 FAX: 0514-86567599

INVOICE

SOLD TO:
Chef Exec Suppliers LLC
PO Box 1800 Studio City, CA 91614
(702) 683-2433

CE00122
N/M
CE00122

Shipment by VESSEL or On or about
From: YANGZHOU Via To: LA

BY T/T

ITEM	DESCRIPTION	Color	CTNS	Total PCS	UNIT PRICE (USD/PC)	TOTAL(USD)
LPM-20130TC	MINI WHISKY SHOT GLASS	Transparent/透明	200	115200	0.034	3928.32
LPM-20680TC	Medium 3 Edge	Transparent	100	100000	0.021	2100.00
LPM-20140TC	RHUM SHOT GLASS TRANSPARENT CRYSTAL	Transparent/透明	480	276480	0.034	9427.97
M-VR61TC	MINI CUBE	Transparent/透明	160	96000	0.021	2016.00
SC-NDB01TC	MINI ROUND GLASS	Transparent/透明	95	95000	0.018	1710.00
PLA-052505TC	ribbon	Transparent	100	30000	0.024	726.00
PLA-052438NR	ASIAN CUP BLACK	BLACK黑色	80	48000	0.026	1252.80
M-VR73TC	ROUND SLANTED CUPS	Transparent/透明	140	84000	0.035	2940.00
PLA-052530TC	FANFAN TRANSPARENT CLEAR	TRANSPARENT	135	116640	0.018	2099.52
PLA-052539CR	LARGE CAMELIA	TRANSPARENT	100	72000	0.024	1728.00
						0.00
			1590	1033320		27928.61

Compensation
Cargo Freight 40 Feet Container

-868.15
1850

Remaining Balance

28910.46

BANK DETAILS

Bank Name
Address
Swift Code
Beneficiary
A/C NO.:

CHINA CONSTRUCTION BANK,YANGZHOU BRANCH
NO.398 WENCHANG MIDDLE ROAD,YANGZHOU · JIANGSU · CHINA
PCBCCNBJSY
YANGZHOU LINGHAI PLASTIC MANUFACTURING CO.,LTD.
32014251900220104186

PLASTIC INJECTED ITEMS

Design, Personalization, Presentation, Packing as per Technical Specifications and Samples Sent.
Quantity per reference, unit pricing and packing as per proforma invoice
FOB YANGZHOU

From: clement MUNY
Sent: Monday, May 18, 2020 6:30 PM
To: Robert Kern
Cc: clement MUNY
Subject: Fwd: Container pending # CE00122

Begin forwarded message:

From: "Eric Hui" <eric@lihioplastics.com>
Subject: Re:Container pending # CE00122
Date: May 15, 2020 at 7:42:20 AM PDT
To: "Dominique Arnould" <dominique@chefexecsuppliers.com>, "zilongplastic1979" <zilongplastic1979@163.com>, "cmuney" <cmuney@cox.net>

Hello Dominique,

As per my email from January 22th to you and Clement, the estimate delivery time was approx begining of March. With the Covid 19 we were closed about 6 weeks in China as you may know. I have emailed Clement who is placing your orders few weeks ago that we are ready to ship your container. I have asked him to arrange payment of the balance of payment so we can send the container.

Thanks

Eric Hui |
T: (+86) 51486562099 | E: eric@lihioplastics.com
F: (+86) 51486562099 | M: (+86)13810692680
LINGHAI PLASTIC MANUFACTURING CO.,LTD.
NO.3 ROAD, YILING, INDUSTRIAL ZONE JIANGDU DIST,
YANGZHOU CITY, JIANGSHU PROVINCE, CHINA

----- Original -----
From: "Dominique Arnould" <dominique@chefexecsuppliers.com>;
Date: Fri, May 15, 2020 07:48 AM
To: "zilongplastic1979" <zilongplastic1979@163.com>; "Eric Hui" <eric@lihioplastics.com>;
Subject: Container pending # CE00122

Hello Michael and Eric

We sent a deposit of \$9000.00 for an order with your company on January 22 2020.

Your invoice # CE00122, since I have not received any communications or confirmations from your company

or you regarding this order even when it was ordered:

Could you please let me know if this order has been manufactured, if the container is ready to be shipped.

And when you will need the balance of your invoice to be paid?

Please let me know as soon as possible

Sincerely

Dominique Arnould

Managing Partner

Chef Exec Suppliers, LLC

AAA FOOD SOURCE, INC

Wines of the World.com

702-683-2433

EXHIBIT 16

Memorandum of Material Terms of Agreement

February 7, 2020

This agreement puts forth the material terms of the settlement agreement reached between the parties at Judicial Settlement Conference held on this date. The final written agreement to be drafted at a later time.

The parties agree that this agreement contains all terms that are material to the agreement.

This agreement is between Dominique Arnould and Clement Muney, (the parties) currently each a 50% owner in the company Chef Exec Suppliers, LLC (the Company). It is understood that this agreement shall be binding upon the parties until the final agreement is signed.

The Parties agree that Dominique Arnould will buy out the interest of Clement Muney in the Company, for the amount of \$700,000.00, to be paid within 45 days from the execution of the final agreement (the Sale).

In addition to the Sale price, Clement Muney will be paid $\frac{1}{2}$ of the bank account on the date of closing of the sale, $\frac{1}{2}$ of the inventory at cost value on the closing date of the sale, and $\frac{1}{2}$ of the accounts receivable as they are owed to the Company.

Assets being sold are:

- All names and logos including but not limited to trademarks, logo of Chef Exec, LLC,, and all intellectual property

- All website domain names and codes including but not limited to, chefexecsuppliers.com or any other similar names or affiliates

- All equipment including, but not limited to forklifts, pallet jacks, Mercedes truck, manufacturing molds, manufacturing tooling, racks, shelving, tools, delivery systems, computers including employee computers, employee phones, monitors, hardware, docking systems, ladders, step-ladders, packaging materials, rolling carts, scales, software, and copy-machines. Clement Muney and Jeremy Muney's personal mobile phones and computers are excluded but both will pay back the value at an agreed upon price.

- All accounts including but not limited to UPS, Paypal, checking, savings, Tempus, Commonwealth, and all usernames and passwords required for sign-in

- All insurance policies

- All company EIN numbers

- All UPC Codes

-All phone and fax numbers including but not limited to employee numbers, and fax numbers, and Clement Muney shall cooperate in providing Arnould with Arnould's cell Phone Number within 7 days of the settlement conference 702-683-2433. However, Clement Muney and his son may retain their current cell phone and home phone numbers.

-All CES Price lists, catalogs, logos, and all sales materials

-All Customer lists

-All Supplier and vendor lists

Paris Saveur logo may be used by Arnould until current and already ordered inventory is used up.

Once the Sale is completed, Clement Muney will be bound by a non-compete agreement prohibiting him from doing any business directly or indirectly that competes with the business of the Company, within Nevada, California, Hawaii, New York, Missouri, and Illinois for three and a half (3.5) years following the date of the agreement. This non-compete also includes non-solicitation of any current or potential customers of the Company. No party may disparage the Company, Employees, or either party. All sales inquiries will be forwarded to Dominique Arnould as soon as they are received. However, the non-compete does not include CMJJ Gourmet's current lines of products which will be specified later in a final agreement.

This agreement shall be contingent upon:

--Dominique Arnould being able to obtain financing sufficient to allow him to pay the purchase price of the Sale, with the understanding that he will be required to use good faith towards seeking to obtain such financing from all reasonable sources

-- Dominique Arnould agrees to assume the lease of the Las Vegas warehouse that is currently held by CMJJ Gourmet, Inc., subject to approval by the landlord and subject to Dominique Arnould's approval of the lease terms, which will not unreasonably be withheld.

-- All parties mutually waive all claims upon execution of the final agreement

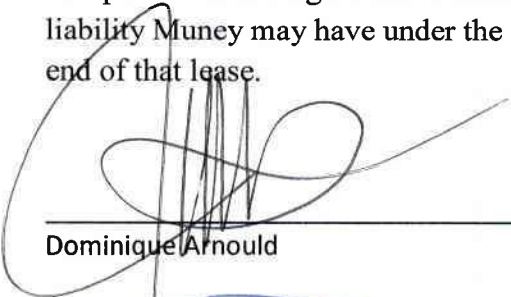
It is further agreed that the sale price of \$700,000.00 shall be discounted by the amount of profits (amount received minus cost of the leased space) that the company CMJJ Gourmet, Inc. has received from Chef Exec, LLC for storage in the Las Vegas Warehouse

Both parties agree that neither will incur any extraordinary expenses or take any items out of the warehouse between February 7, 2020, and the completion of the final Sale of the Company. Inventory shall be set for a date as soon as Arnould finds available, and Muney will give Arnould the key to the Las Vegas warehouse at that time. Sergio, Clement Muney, and Dominique Arnould shall conduct an inventory in the next 10 days. Both parties shall have full access to all

Company financial records in order to be aware of such expenditures, and each shall have the right to bring the dispute to the settlement judge if the Parties do not agree whether an expense was extraordinary or not in the ordinary course. If a settlement conference does not resolve this issue, the Parties shall have the issue decided by Judge Alf.

All business will be conducted as usual without interference by the other party.

The parties further agree that Dominique Arnould shall indemnify Clement Muney for any liability Muney may have under the Los Angeles warehouse lease between the present and the end of that lease.



Dominique Arnould

date

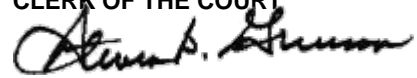
Clement Muney

Date

Clement Muney

date

Exhibit F



Robert Kern, Esq.
Nevada Bar Number 10104
KERN LAW, Ltd.
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 phone
(702) 825-5872 fax
Admin@KernLawOffices.com
Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/Counter-Defendant,

vs.

CLEMENT MUNNEY; CHEF EXEC
SUPPLIERS, LLC; and DOES I through X,
inclusive, and ROE CORPORATIONS I
through X, inclusive,

Defendants/Counter-Claimants.

Case Number: A-19-803488-B

Dept. Number: 27

NOTICE OF ENTRY OF ORDER

TO: ALL INTERESTED PARTIES

PLEASE TAKE NOTICE that the foregoing *TEMPORARY RESTRAINING ORDER*
was duly entered, in the above referenced case on May 20, 2020, which is attached hereto.

DATED this 21st day of May, 2020.

KERN LAW

By: /s/ Robert Kern /s/

Robert Kern, Esq.
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants

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CERTIFICATE OF SERVICE

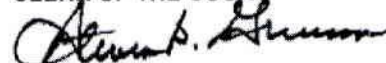
I hereby certify that on the 21st day of May, 2020, I served a true and correct copy of the foregoing Notice of Entry of Order, via Odyssey e-file and service system addressed as follows:

- Jennifer.jcase@maclaw.com
- Phillip.PSA@maclaw.com
- Javie-Anne.jbauer@maclaw.com
- Alexander.acalaway@maclaw.com

/s/ Melissa Milroy
An employ of Kern Law, LTD.

KERN LAW, LTD.
601 S. 6th Street, Las Vegas, NV 89101
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Admin@KernLawOffices.com

Electronically Filed
5/20/2020 4:23 PM
Steven D. Grierson
CLERK OF THE COURT



1 **TRO**

2 Robert Kern, Esq.
3 Nevada Bar Number 10104
4 **KERN LAW, Ltd.**
5 601 S. 6th Street
6 Las Vegas, NV 89101
7 (702) 518-4529 phone
8 (702) 825-5872 fax
9 Admin@KernLawOffices.com
10 Attorney for Defendants

11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DOMINIQUE ARNOULD,

14 Plaintiff/Counter-Defendant,

15 vs.

16 CLEMENT MUNNEY; CHEF EXEC
17 SUPPLIERS, LLC; and DOES I through X,
18 inclusive, and ROE CORPORATIONS I
19 through X, inclusive,

20 Defendants/Counter-Claimants.)

) Case Number: A-19-803488-B

) Dept. Number: 27

21 **TEMPORARY RESTRAINING ORDER**

22 Good cause being shown, that this Order is necessary to prevent the irreparable injury
23 caused by the company's inability to continue paying its obligations to workers, customers,
24 and suppliers, which would result in loss of those essential relationships, which can not be
25 replaced or repaired by monetary recovery. The company already has overdue payments and
26 shipment awaiting final purchase money, as well as workers who need to be paid to contin-
27 ue to support themselves, and Plaintiff has refused to return the company money to the com-
28 pany accounts, thus serious irreparable injury is imminent absent an order from this Court
returning the company funds to its accounts, allowing its continued operation.

Defendants Chefexec and Muney have notified Plaintiff Arnould that the present ap-
plication for TRO would be filed, and have made every effort to ensure that Arnould was
given notice of the application for this order.

1 Good cause appearing therefore, IT IS HEREBY ORDERED that Plaintiff Do-
2 minique Arnould be ordered to return all funds belonging to Defendant Chef Exec Suppliers
3 (including depositing all checks made out to Chef Exec) into the original Chef Exec bank
4 account, and, be restrained from taking any action to transfer or move company funds out of
5 their regular accounts, or block, divert, or fail to cause their deposit into the original compa-
6 ny account, and from taking any actions in the management of the company other than those
7 necessary for the continued, everyday operations of the company. If there is any question
8 about what acts may be acceptable, or if there is a necessity for a more unusual act, the par-
9 ties are to seek agreement among themselves first, and if that fails, may petition this court
on the matter.

10 This order shall be in effect for fifteen days, or until a hearing on the Motion for Pre-
11 liminary Injunction can be held, whichever occurs first.

12 Defendants shall provide a surety bond or undertaking in the amount of \$100
13 to be filed with this order.

14
15
16 IT IS SO ORDERED.
Dated: May 20, 2020.


17 Nancy L Alf
18 DISTRICT COURT JUDGE
19
20

21 Respectfully Submitted By:

22 **KERN LAW**
23

24 _____
25 Robert Kern, Esq. NV Bar # 10104
26 601 S. 6th Street
27 Las Vegas, NV 89101
28 (702) 518-4529
Attorney for Defendants

94-77/1224 5238

 KERN LAW, LTD
2421 Tech Center Court, Suite 104
Las Vegas, Nevada 89128
(702) 518-4529

DATE 5.21.2020

PAY TO THE ORDER OF Eighth Judicial District Court \$ 100.00
One hundred and 00/100

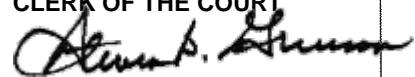
DOLLARS

NEVADA STATE BANK
THE DOOR TO YOUR FUTURE
P.O. Box 990, Las Vegas, NV 89125
www.nsbank.com

MEMO Surety Bond A-11 803488-B M. Miley

[Redacted Signature]

Exhibit G



Marquis Aurbach Coffing
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Alexander K. Calaway, Esq.
Nevada Bar No. 15188
10001 Park Run Dr.
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Telephone: (702) 382-0711
Facsimile: (702) 382-5816
paurbach@maclaw.com
acalaway@maclaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff,

vs.

CLEMENT MUNNEY; CHEF EXEC
SUPPLIERS, LLC; and DOES I through X,
inclusive; and ROE CORPORATIONS I through
X, inclusive,

Defendants,

And related counterclaims.

Case No.: A-19-803488-B
Dept. No.: 27

**PLAINTIFF'S OPPOSITION TO
APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND COUNTER-
MOTION TO VACATE TEMPORARY
RESTRAINING ORDER**

**Hearing Date: May 22, 2020
Hearing Time: 1:00pm**

Plaintiff DOMINIQUE ARNOULD (hereinafter "Arnould" or "Plaintiff"), by and through his attorneys, Marquis Aurbach Coffing, hereby files his Opposition to Defendants' Application for Temporary Restraining Order ("Opposition").

This Opposition is made and based upon the pleadings and papers on file herein, the following points and authorities, and any argument allowed by the Court at the time of hearing.

Dated this 22nd day of May, 2020.

MARQUIS AURBACH COFFING

By 

Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
Attorneys for Plaintiff

MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

Clement Munev ("Munev") and Dominique Arnould are the only owners of their Company, Chef Exec. The Company buys products from China and sells them to customers in Las Vegas and in California. The Company, Chef Exec, has a warehouse in California and a warehouse lease in Las Vegas to store products. As detailed in Arnould's 2019 Declarations, the disputes between the owners has grown exponentially such that in December 2019 Arnould moved to have a receiver/trustee appointed. The Parties went to a settlement conference in February and came to a tentative buyout agreement subject to obtaining financing. Before financing could be obtained, the coronavirus hit in March and almost all of the Company's clients closed, e.g., Disneyland and the Strip hotels.

Arnould has asked Munev to stop paying rent from the remaining cash in the Company's bank account. Munev would not agree because rent was one of the many issues upon which they could not agree. The Las Vegas warehouse lease issue was explained in previous declarations by Arnould, but basically, the \$3,500/month Las Vegas lease came up for renewal, the landlord wanted \$5,800/month. Parties couldn't decide on whether to renew it at the \$5,800 per month rate. Munev's customers were mostly in Las Vegas so Munev rented the space at the increased price and without Arnould's agreement or consent, then charged Chef Exec \$10,890 per month for month. Thus, Munev was able to put about 5,000/month into his own pocket. Things have gone downhill since then.

Munev would not stop taking this \$5,000/month excess rent out of the company's cash reserves for seven months (\$35,000). Arnould asked Munev to stop paying himself and return this \$35,000. *See* Defendants' Application for Temporary Restraining Order and Motion for Preliminary Injunction (hereinafter "Motion"), at Ex. 2, ¶9. Arnould has repeatedly asked Munev to put the money back into the Chef Exec account., but Munev has refused. When the company experienced severe cash flow issues due to COVID-19, Arnould took immediate measures to protect the Company's cash-reserves. *See* Motion, at Ex. 5. This included 1) a request to stop paying all rent; 2) lay off Munev's son who was being paid for website maintenance when there

1 were virtually no website sales (*id.*) 3) stop making advance payments to the Las Vegas sales
2 person who was on commission and not making sales (*id.*); and when Muney would not stop
3 draining the cash in the Company's account, Arnould opened an account in California and started
4 depositing the few sales they had into it to it so the Company could still pay its bills. Arnould sent
5 copies of all money in and out of that account to Muney. Arnould stopped all payments to himself
6 and to Muney for member distributions or commissions, and requested the Muney do the same.
7 *See* Motion at Ex. 2, at ¶2.

8 But despite Arnould's efforts and requests to protect the company, Muney still found it
9 necessary to pay the Las Vegas Rent (because he was presumably a guarantor and he could divert
10 the \$5,000 per month to his own pocket. Muney also continued to pay his son. *See* Declaration of
11 Dominique Arnould in Support of His Opposition to the Temporary Restraining Order (hereinafter
12 "Arnould Decl."), at Exhibit 1A, attached thereto. Consequently, Arnould was left with no choice
13 but to protect the company until the Court could issue rulings on the pending motions to dissolve
14 and appoint a receiver. *See* Motions on file herein. Muney is moving for an injunction to be allowed
15 to pay himself and his son. Granting Muney's Motion would only permit Muney to continue the
16 unilateral payments to himself and his son, regardless of the ultimate cost and detriment to the
17 company.

18 Muney's temporary restraining order ("TRO") must be vacated because: (1) Muney failed
19 to provide the requisite notice required for a TRO under NRCP 65; (2) as shown below, Muney
20 failed to disclose to the Court the facts about who was taking out money and where it was going,
21 (3) Muney failed to provide any evidence of irreparable harm to the company that would warrant
22 injunctive relief; and (4) all of the factors for injunctive relief weigh heavily against Muney.
23 Accordingly, Plaintiff, Arnould respectfully requests that this Court:

- 24 1. Vacate the TRO;
- 25 2. Deny Muney's request for a TRO;
- 26 3. Appoint a receiver with (a) limited powers to monitor the Parties' actions, (b) report
27 to the Court as to the financial decisions made by the Parties, and (c) what financial decisions
28 should be made in the best interest of the Company. This would allow the parties to use their

1 relationships to increase sales in case the economy comes back, yet stop the back and forth
2 applications to Court;

3 4. This would allow the *status quo* to be maintained pending adequate briefing on
4 Muney's Motion for Preliminary Injunction.

5 **II. STATEMENT OF FACTS.**

6 1. Chef Exec Suppliers, LLC (the "Company") has had little to no sales in Las Vegas
7 since COVID-19 hit this year. *See* Arnould Decl. at ¶1. This is due to the shutdown of all Nevada
8 casinos and resort by the Nevada Governor. *Id.* The Company's sales in California have also
9 slowed due to the same. *Id.* The shutdowns have resulted in a severe undercapitalization and
10 reduction in sales for the Company. *Id.* Despite this, Clement Muney ("Muney") has insisted on
11 paying himself, his business, and his son before Company expenses. *Id.*

12 2. All Arnould has done is try to protect the Company from going out of business. *Id.*
13 at ¶2. As Arnould describes more particularly in his Declaration and attached exhibits, every bullet
14 point listed in Defendants' Motion for TRO on pages 1-5, is either a severe mischaracterization of
15 the truth or a blatant falsehood. *Id.* Arnould addresses each of these each falsehood in turn:

16 a. Arnould has not transferred or seized company funds as Muney claims (*see*
17 Motion, pg.1:5). *See* Arnould Decl. at ¶2(a).

18 b. Arnould did cancel the Citi Bank credit line to protect the Company, since
19 Muney told the Company bookkeeper he intended to use the credit line to pay Muney's other
20 business \$10,890 for the Las Vegas rent if there were not enough funds in the Citi bank account
21 (*see* Motion, pg. 2:8). *See* Arnould Decl. at ¶2(b).

22 c. Arnould never intentionally removed Muney from the Paypal account (*see*
23 Motion p. 2:9). *See* Arnould Decl. at ¶2(c).

24 d. Arnould never stopped paying Las Vegas sales staff (*see* Motion, p. 2:12).
25 *See* Arnould Decl. at ¶2(d).

26 e. Arnould does not intend to steal any sales or commissions from the Las
27 Vegas sales staff (nor have he) (*see* Motion, p.2:12). *See* Arnould Decl. at ¶2(e).

28

1 f. The new sales representative, Naomie Inouye, was hired in December 2019
2 and was given the same initial compensation as the Las Vegas sales representative hired by Muney
3 (*see* Motion p.1:18). *See* Arnould Decl. at ¶2(f).

4 g. Arnould justifiably believes the Company does not have a responsibility to
5 pay Muney's California personal taxes (*see* Motion, p. 2:21). *See* Arnould Decl. at ¶2(g).

6 h. On February 28, 2020, Arnould used his keys to deliver a pallet of products
7 that were needed for one of the Company's Las Vegas clients, Caesar's Palace (*see* Motion, pgs.
8 2:24-3:2). *See* Arnould Decl. at ¶2(h).

9 i. Arnould has only made payments that were due and which would have been
10 past-due had he failed to pay them on time (*see* Motion, p. 3:4). *See* Arnould Decl. at ¶2(i).

11 j. Settlement was conditional upon acquiring financing for the purchase of the
12 Company, making the settlement agreement unenforceable (*see* Motion, p. 3:10). *See* Opposition
13 to Defendants' Motion to Enforce Settlement, on file herein. *See* Arnould Decl. at ¶2(j).

14 k. Once again, Arnould has not withheld any funds from the Company, all of
15 the checks were deposited into a new bank account, which then went to paying Company expenses
16 (*see* Motion, p. 3:14). *See* Arnould Decl. at ¶2(k).

17 l. Arnould did not seize funds, he did not clear out the Citi bank account, and
18 he made every effort to pay all of Las Vegas bills and invoices on time (*see* Motion, p. 3:18). *See*
19 Arnould Decl. at ¶2(l).

20 m. Muney demanded the Company pay him, his business, and his son. To
21 protect the company, Arnould directed counsel to explain via letter that the Company cannot afford
22 to do this (*see* Motion, p. 3:22 and Ex. 5). *See* Arnould Decl. at ¶2(m).

23 n. Arnould has requested documentation for the \$9,000 deposit and large
24 shipment, but Muney will not provide him a purchase order, due date for payment, bill of lading,
25 or any of the typical documentation needed to complete the order (*see* Motion, p. 4:6-19). *See*
26 Arnould Decl. at ¶2(n).

1 o. Arnould has made every effort to pay for Muney's surprise shipment, even
2 though he has failed to provide any documentation (*see* Motion, p. 4:6-19). *See* Arnould Decl. at
3 ¶2(o).

4 3. In sum, Arnould has tried to protect the Company from going under. *See* Arnould
5 Decl. at ¶3. The Company has had low cash flow and Muney has paid himself \$35,329.00 in excess
6 rent since October 2019. *Id.* Arnould made requests for Muney to stop paying himself and his son
7 for months now, but he refused. Arnould was left with no choice but to take measures to protect
8 the Company's assets in his business environment. *Id.*

9 **III. LEGAL ARGUMENT.**

10 **A. THIS TEMPORARY RESTRAINING ORDER WOULD BE INVALID**
11 **SINCE MUNEY HAS FAILED TO PROVIDE THE REQUISITE NOTICE**
12 **UNDER NRCP 65(B)(1).**

13 In Nevada, it is permissible to issue a temporary restraining order without notice, but only
14 if certain conditions are met. *See State ex rel. Friedman v. Eighth Judicial Dist. Court In & For*
15 *Clark Cty.*, 81 Nev. 131, 132–33, 399 P.2d 632, 633 (1965) (holding that a temporary restraining
16 order without notice under NRCP is only permissible when certain conditions are met) (citing a
17 NRCP 65(c). NRCP 65(b)(1) provides that a court may issue a temporary restraining order without
18 written or oral notice to the adverse party or its attorney **only if**:

19 (A) specific facts in an **affidavit** or a **verified complaint** clearly show that
20 immediate and irreparable injury, loss, or damage will result to the movant before
21 the adverse party can be heard in opposition; **and**

22 (B) the movant's attorney **certifies** in writing any efforts made to give notice and
23 the reasons why it should not be required.

24 (emphasis added). Thus, a valid temporary restraining order without notice requires: (1) an
25 affidavit or (2) a verified complaint, and (3) certification from the movant's attorney that he
26 attempted to give notice to the other side so the Court could hear from the opposing party. *Id.*
27 Muney's Motion failed to provide all three requirements under NRCP 65(1)(b). While Muney's
28 Motion includes an affidavit from Clement Muney (*see* Motion, Ex. 1), it fails to provide a
certification of his attorney's efforts to give notice to opposing counsel. Accordingly, the
temporary restraining order is invalid.

1 **B. INJUNCTIVE RELIEF UNDER NRCP 65 IS UNWARRANTED SINCE**
2 **THERE IS NO EVIDENCE OF IRREPARABLE HARM.**

3 NRCP 65 authorizes this Court to issue a temporary restraining order and preliminary
4 injunction. A temporary restraining order or a preliminary injunction may be granted in the
5 following cases, pursuant to NRS. 33.010:

6 1. When it shall appear by the complaint that the plaintiff is entitled to the relief
7 demanded, and such relief or any part thereof consists in restraining the commission
8 or continuance of the act complained of, either for a limited period of time or
9 perpetually.

10 2. When it shall appear by the complaint or affidavit that the commission or
11 continuance of some act, during the litigation, would produce great or irreparable
12 injury to the plaintiff.

13 3. When it shall appear, during the litigation, that the defendant is doing or
14 threatens or is about to do, or is procuring or suffering to be done, some act in
15 violation of the plaintiff's rights respecting the subject action, intending to render
16 the judgment ineffectual.

17 Injunctive relief is a device for preserving the status quo and preventing irreparable loss of
18 rights before judgment. *Sierra On-Line, Inc. v. Phoenix Software, Inc.*, 739 F.2d 1415, 1422 (9th
19 Cir. 1984). While there is no defined burden of proof that must be met for injunctive relief, case
20 law identifies four factors to be weighed, individually or collectively, as follows: (1) the threat of
21 irreparable harm; (2) the relative interests of the parties; (3) the plaintiff's likelihood of success on
22 the merits; and (4) the interest of the public. *See Sobol v. Capital Mangmt. Consultants, Inc.*, 102
23 Nev. 444, 726 P.2d 335 (1986); *Coronet Homes, Inc. v. Mylan*, 84 Nev. 435, 442 P.2d 901 (1968);
24 *Ellis v. McDaniel*, 95 Nev. 455, 596 P.2d 222 (1979); *Dasco, Inc. v. American City Bank & Trust*
25 *Co.*, 429 F.2d 767, 769 (D. Nev. 1979).

26 Here, Muney has failed to show any evidence that Mr. Arnould's actions will inflict
27 "irreparable harm," or that injunctive relief is necessary here. Moreover, since damages, if any, are
28 an adequate remedy injunctive relief is inappropriate. *See No. One Rent-A-Car v. Ramada Inns,*
Inc., 94 Nev. 779, 781, 587 P.2d 1329, 1331 (1978).

1 1. **There Is No Irreparable Harm Warranting Injunctive Relief, Rather,**
2 **Muney Has Misrepresented the Facts To this Court.**

3 Injunctive relief is only available if a party shows that if a party's conduct is
4 allowed to continue, "irreparable harm will result." *See Sobol*, 102 Nev. 444, 726 P.2d 335 (1986);
5 *Christensen v. Chromalloy American Corp.*, 99 Nev. 34, 656 P.2d 844 (1983); *Dixon v. Thatcher*,
6 103 Nev. 414, 742 P.2d 1029 (1987). Muney alleges "irreparable harm" and broadly states that
7 Arnould is (1) "starving the company of funds needed to operate"; the Company risks losing (2)
8 "key workers", (3) "key suppliers", and (3) key "customers." *See Motion*, p. 6:6-7. There is no
9 back-up to support Muney's allegations.

10 First, Muney has not (and cannot) point to a *single customer* that has been lost or
11 underserved here. *See Motion*, at Ex. 1. In Muney's affidavit, he claims that "Las Vegas customers
12 have wire information and auto-pay accounts set for [the existing Citibank account]" that would
13 be interrupted. *Id.* at ¶9. But the Citibank account is still operational and can still receive wire
14 transfers.

15 Muney does not explain how changing bank accounts interrupts business operations other
16 than his ability to write checks to himself is curtailed. It is also unclear why the Company would
17 ever need to make "auto-payments" to its supposed customers. It is only common sense that
18 outbound payments and expenses would go to *suppliers and vendors* – not *customers*. Muney's
19 affidavit does not point to *any specific customer* that has been lost or is at risk of being lost.
20 Muney's allegations are mere conclusions with no basis. In Muney's affidavit he states that "key.
21 . . . customers" will be lost causing "significant irreparable harm." Yet he does not provide a single
22 shred of objective evidence to back up this claim. Muney cannot name a *single specific customer*
23 that will be lost because the Company changed its bank accounts. Muney's conclusory affidavit
24 claiming "irreparable harm" lacks evidence.

25 Second, Muney has not shown how Arnould is starving the Company of funds by changing
26 bank accounts. Not a single Company expense or payment has been missed to date. Arnould has
27 paid all expenses on time and in full. Muney has full access to the Company's QuickBooks so
28 Muney should have been able to point to specific instances of non-payment. Muney could always

1 notify Arnould and the bookkeeper to make sure they are paid. *See* Motion, at Ex. 1. Arnould has
2 been transparent and has not changed Muney's access to the books and bank statements. *See id.*
3 Literally the only expense that Arnould has refused is Muney's request to pay himself, his kid, and
4 Muney's business. *See* Arnould Decl. at ¶2(m). In fact, the only thing starving the Company is the
5 lack of sales in Las Vegas. *See* Arnould Decl. at ¶¶1-2.

6 Third, Arnould has never refused to pay employees their respective commissions or cause
7 "key employees" to be lost. Arnould never stopped Las Vegas sales staff as Muney suggests (*see*
8 Motion, p. 2:12). *See* Arnould Decl. at ¶2(d). Arnould has not, nor does he intend, to steal sales
9 or commissions from the Las Vegas sales staff. *Id.* at ¶2(e). Arnould objected to paying the Las
10 Vegas sales representative a draw when she was on a commission and had no sales. *Id.* To the
11 extent Muney claims that his son Jeremy is a "key employee," this Court need only look at Jeremy
12 Muney's poor sales performance to see how unessential he actually he is to the Company. *See id.*
13 at ¶2(d); *see also* **Exhibit 1C** attached thereto.

14 Fourth, Arnould has not risked any of the Company's "key suppliers." The only supplier
15 Muney references in his Motion is a Chinese supplier that Muney paid a \$9,000.00 deposit related
16 to the Chinese shipment. *See* Arnould Decl. at ¶2(n). And with respect to this one supplier, Arnould
17 has not refused to pay the supplier but has requested the appropriate documentation from Muney,
18 who has refused to provide the same. *Id.* Arnould was only made aware of this massive shipment
19 *after* it became an emergency, and Company funds had been issued to pay other bills. *Id.* This
20 "key" supplier did not respond to any request for documentation – making this particular
21 transaction anything but urgent and somewhat suspect.

22 **2. Muney Will Not Succeed on Any Conversion or Embezzlement Claim;**
23 **Instead, Muney Has Abused His Own Control Over Company Funds**
To Pay Himself, His Family, And His Other Business.

24 Muney argues that that he is likely to prevail on a "conversion" or "embezzlement" claim
25 against Arnould, warranting injunctive relief. *See* Motion, p. 7. Aside from the fact that Muney
26 has not brought this cause of action, *Arnould has not taken a penny from the Company* for his
27 personal use. This defeats any hope of Muney's prevailing on such any such claim. Conversion
28 occurs only when one exerts wrongful dominion over another's personal property or wrongful

1 interference with the owner's dominion. *See Evans v. Dean Witter Reynolds, Inc.* 116 Nev. 598, 5
2 P.3d 1043 (2000).

3 As a matter of law, Arnould cannot be liable for any conversion here because he never took
4 Company funds for himself, and has only paid normal business expenses with Company funds as
5 shown by the bank statements. *See Arnould Decl.* at ¶2(a). Arnould has never withdrew or
6 transferred money from the Citibank account. *Id.* Instead, it is Muney who has undeniably taken
7 over \$35,000 from the Company by wrongfully charging the Company rent – which Plaintiff's
8 counsel requested be returned. *See Motion*, at Ex. 2 ("To assist the company's finances we request
9 Clement immediately pays back to the company the excess rent he has charged for the past seven
10 months which totals is \$35,000."). Thus, the only wrongful withdrawals or dominion has been
11 that of Muney, not Arnould. Muney filed the instant Motion not because he was concerned for
12 Company funds, but because he wants to unilaterally pay him personally, pay his business, and
13 pay his son, Jeremy Muney. *See Arnould Decl.* at ¶2(m).

14 Next, Arnould's refusal to pay himself and Muney through draws or taxes does not
15 constitute a conversion, especially since the Company is cash poor. *See Arnould Decl.* at ¶1.
16 Neither manager of the Company entitled to a distribution under Nevada law (*see* NRS 86.341),
17 rather, any distribution would be *prohibited* by law and in light of the undercapitalized state of the
18 Company. *See* NRS 86.343(2) ("A distribution of the profits and contributions of a series of the
19 company must not be made if, after giving it effect: (a) The company would not be able to pay the
20 debts of the series from assets of the series as debts of the series become due in the usual course
21 of business; or (b) Except as otherwise specifically permitted by the articles of organization, the
22 total assets of the series would be less than the sum of the total liabilities of the series). As
23 evidenced by the email provided by Plaintiff's counsel on May 18, 2020, the refusal to make
24 distributions was because Arnould found it was "necessary for Chef Exec to offload unnecessary
25 expenses from the business." *See Motion*, at Ex. 2, first paragraph. The bank account statements
26 show that the Company's cash assets have dwindled to almost nothing, thus it is evident that that
27 action had to be taken, and Arnould was justified in taking such action.
28

1 Finally, any argument that Muney's business is legally entitled to \$10,890 dollars per
2 month in rent from the Company also fails. The Company has no lease with Muney's company,
3 CMJJ Gourmet, Inc., which Muney used to rent the Las Vegas warehouse. Thus, it is unclear how
4 Muney hopes to prevail on a claim that Muney was entitled to \$10,890 per month from the
5 Company during a time when the coronavirus stopped virtually all sales. Arnould's refusal to pay
6 this obligation is fully within his rights as a manager of the Company and typical of most tenants
7 in this environment.

8 In sum, Arnould's refusal to pay Muney, Muney's business, or Muney's kid during this
9 period of undercapitalization (*see* Motion, Ex. 2 (May 18, 2020 Email)) is not a conversion or
10 embezzlement. Thus, Muney cannot show he is "likely to prevail" on any such claim, and Muney's
11 Motion should be denied.

12 **3. The Relative Interest Of The Parties Heavily Weighs Against**
13 **Injunctive Relief.**

14 One of the most significant considerations of this court in deciding whether or not to issue
15 injunctive relief is with regard to the relative interests of the parties. Essentially, the main question
16 this Court must answer is how much damage the Plaintiff will suffer if the restraint is denied versus
17 the hardship to the Defendant if the injunctive relief is granted. *Home Finance Co. v. Balcom*, 61
18 Nev. 301, 127 P.2d 389 (1942); *see also Ottenheimer v. Real Estate Division*, 91 Nev. 338, 535
19 P.2d 1284 (1975).

20 **a. Chef Exec Suppliers' Interests.**

21 The Company has an interest in controlling its outflows of capital. COVID-19 has forced
22 the Company to be smarter with its resources, pay only necessary expenses, and stop distributions
23 to the Managers. Muney argues that he is "entirely willing to discuss a plan to adjust operations in
24 relation to the COVID-19 threat," but Muney's own evidence shows that he *refused* Plaintiff's
25 proposed plans. *See* Motion, Ex. 2.

26 This has compelled Arnould to refuse Muney's unilateral payments to himself, his
27 business, and his kid, and put the interests of the Company first. In other words, Arnould's actions
28 are keeping the Company afloat in these uncertain times. As such, Arnould's protection of

1 Company assets favors the Company who is a party to this case, and as such, Muney's Motion
2 should be denied.

3 **b. Plaintiff's Interests.**

4 Arnould has an interest in protecting the Company, since he is a manager and owner of the
5 Company. As illustrated above, Arnould's actions have been only served to protect the Company
6 from Muney who has insisted on putting his own needs over the needs of the Company. Arnould
7 even unselfishly *volunteered* to stop taking commissions and distributions. *See* Motion, at Ex. 2,
8 paragraph 1. In sum, Arnould has an interest in protecting the company, protecting his investment
9 into the Company, and an interest in ensuring the Company retains capital to survive these
10 uncertain business conditions.

11 **c. Clement Muney's Interests.**

12 Plaintiff need not belabor the fact that show that Clement only has himself in mind here.
13 Clement claims he is protecting the Company, but has failed to show what injury, damage, or
14 irreparable harm the Company is to endure. Indeed, if Arnould had failed to stop Muney from
15 charging the \$10,890 in unauthorized rent, the Company would have *no assets* to operate. Thus,
16 Clement has no real interest that would warrant injunctive relief. While he may arguably have an
17 interest in collecting his profits from the Company for his own personal income, this is not an
18 interest that is protected by the law since any distribution would be *prohibited* by law and in light
19 of the undercapitalized state of the Company. *See* NRS 86.343(2)

20 **4. The Public Interest Does Not Favor Injunctive Relief In Favor of**
21 **Muney.**

22 The spirit and purpose of injunctive relief is to preserve the *status quo* and prevent
23 irreparable loss of rights before trial. *Sierra On-Line, Inc.*, 739 F.2d at 1422. Indeed, every action
24 taken by Arnould that Muney intends to enjoin has been to maintain the *status quo* and preserve
25 the cash-reserves of the Company. As such, granting Muney's TRO would likely have the opposite
26 effect on this case. Muney would have full reign to continue the unauthorized payments of rent
27 himself; continue to pay his son, Jeremy; and pay Muney's personal taxes. In a word, granting
28

Defendants' Motion would have the exact opposite effect that injunctive relief is intended to provide.

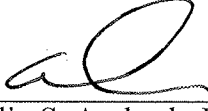
IV. CONCLUSION

In sum, the TRO must be vacated, Muney's Motion should be denied because: (1) Muney failed to provide the requisite notice under NRCP 65; (2) Muney failed to provide any evidence of irreparable harm to the company that would warrant injunctive relief; and (3) all of the factors for injunctive relief weigh heavily against Muney. Accordingly, Plaintiff respectfully requests that this Court grant Arnold's previous request for a trustee/receiver with limited powers and deny Muney's request for a temporary restraining order so that the *status quo* may be maintained and so Arnold may continue to protect the company from Muney's selfish attempts to raid its assets.

Dated this 22 day of May, 2020.

MARQUIS AURBACH COFFING

By

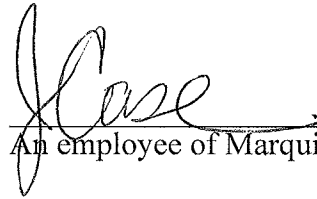

Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S OPPOSITION TO APPLICATION FOR TEMPORARY RESTRAINING ORDER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 22nd day of May, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Robert Kern
Melissa Milroy

Robert@Kernlawoffices.com
Admin@KernLawOffices.com



An employee of Marquis Aurbach Coffing

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

Exhibit 1

**DECLARATION OF DOMINIQUE ARNOULD IN SUPPORT OF HIS OPPOSITION
TO THE TEMPORARY RESTRAINING ORDER**

Dominique Arnould, declares as follows:

I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

1. Chef Exec Suppliers, LLC (the "Company") has had little to no sales in Las Vegas since COVID-19 hit this year. This is due to the shutdown of all Nevada casinos and resort by the Nevada Governor. The Company's sales in California have also slowed due to the same. The shutdowns have resulted in a severe undercapitalization and reduction in sales for the Company. Despite this, Clement Muney ("Muney") has insisted on paying himself, his business, and his son before Company expenses.

2. All I have done is try to protect the Company from going out of business. As I describe below, every bullet point listed in Defendants' Motion for Temporary Restraining Order and Preliminary Injunction ("Motion") on pages 1-5, is either a severe mischaracterization of the truth or a blatant falsehood. As such, I will attempt to address each of these each falsehood in turn:

a. **I have not transferred or seized company funds as Defendants claim** (see Motion, pg.1:5). All of the available bank statements for the Company's Citi Bank account for January 2020 through to April 2020 are attached. See Citi Bank Statements, attached hereto as **Exhibit 1A** (May's statements are not available yet). All of the money in the Citibank account has stayed in that account or has been used to pay business expenses (other than Muney's debits to pay himself and his business). *Id.* Contrary to Defendants allegations, there have been no unauthorized wires, transfers, or seizures of company funds. *Id.*

b. **I did cancel the Citi Bank credit line to protect the Company, since Muney told the Company bookkeeper he intended to use the credit line to pay CMJJ Gourmet Inc. (Muney's other business), \$10,890 for the Las Vegas rent if there were not enough funds in the Citi bank account** (see Motion, pg. 2:8). Obviously, I did not want the Company's credit line to be used to bank-roll Muney' separate business, so I requested that Citi

1 Bank freeze the credit line for the time being, but the bank chose to cancel the credit line altogether
2 as a precaution. *See* Fax to Citi Bank, attached hereto as **Exhibit 1B**.

3 c. **I never intentionally removed Muney from the Paypal account** (*see*
4 Motion p. 2:9). I did not have access to the Paypal account, and so I had to go through Paypal's
5 password reset/recovery process to get access. Once I entered with a new password on 04/20/2020
6 I was able to transfer to the Citibank account \$2,648.33 which had been sitting in that Paypal
7 account for some time. The funds were needed to pay some bills since the Company only had
8 \$3,135.85 in the Citi Bank account. *See Exhibit 1A* (date entries for 4/20/20-4/27/20). As shown
9 in the bank statement, these bills included:

- 10 i. Paying Muney's Credit Card balance - \$216.97;
- 11 ii. Paying Shipping through UPS - \$74.31;
- 12 iii. Paying the IRS - 117.48;
- 13 iv. Paying Payroll - \$119.00 to Sergio Rosales; and
- 14 v. And paying abated rent for the Van Nuys warehouse - \$2,250.00.

15 *See Exhibit 1A* (final page).

16 d. **I have never stopped paying Las Vegas sales staff** (*see* Motion, p. 2:12).
17 The Las Vegas sales staff are paid on commissions and no basic salary. Since there were no sales
18 in Las Vegas, there were no commissions to be paid to our sales representatives, Michelle Giffen
19 and Jeremy Muney (Muney's son). *See* Sales Reports, attached hereto as **Exhibit 1C**. As the sales
20 reports indicate, I was the only person who made any sales in April. *Id.* The Company has paid
21 Muney's son \$250.00 per month for website maintenance, but the website is not necessary
22 considering the current undercapitalization of the Company and the fact that the website has not
23 generated a single sale for over three months.

24 e. **I do not intend to steal any sales or commissions from the Las Vegas**
25 **sales staff (nor have I)** (*see* Motion, p.2:12). Defendants broad allegation refers to a client who
26 sent me an e-mail with an order, attached hereto as **Exhibit 1D**. I simply responded to his email
27 by phone assisted in closing the deal. *Id.* I don't see how Defendants claim I stole Michelle
28 Griffen's commissions for this sale since the Company clearly payed Michelle her commissions

1 on 5/18/2020. *See id.* In short, I have not intentions of taking commissions or sales away from our
2 Company's sales representatives, and I am not sure why Defendants have alleged as much. As my
3 attorney wrote to Defendants' counsel on May 18, 2020, "commissions to the independent sales
4 representatives will be paid according to their normal schedule." *See* Motion, at Ex. 2.

5 f. **The new sales representative, Naomie Inouye, was hired in December**
6 **2019 and was given the same initial compensation our Las Vegas sales representative hired**
7 **by Muney received** (*see* Motion p.1:18). *See* Naomie Inouye Compensation, attached hereto as
8 **Exhibit 1E**. In other words, I do not understand why Muney has an issue with Naomie's
9 commission structure since it's lower than our other representatives, and it's the exact same
10 structure he gave to our Las Vegas sales representative, Michelle, when she started. *Id.*

11 g. **I do not believe the Company has any responsibility to pay Muney's**
12 **California personal taxes** (*see* Motion, p. 2:21). Muney claims that the Company is responsible
13 for his individual California personal taxes, which are apparently due. *Id.* The Company's CPA
14 inquired about paying Muney's personal taxes and then proposed that I receive an equal
15 distribution for the amount paid. *See* Motion, at Ex. 10 (Letter from Bennington). It is true that this
16 is something the Company did in the past, but I have I declined to do this this year since the
17 Company is undercapitalized and we cannot afford to pay Muney's taxes nor provide me with a
18 larger distribution as the CPA proposed. *See* Email to Brian Bennington, attached hereto as
19 **Exhibit 1F**.

20 h. **On February 28, 2020, I used my keys to deliver a pallet of products**
21 **that were needed for one of the Company's Las Vegas clients, Caesar's Palace** (*see* Motion,
22 pgs. 2:24-3:2). It was only practical to pick up inventory for the Company's Los Angeles clients
23 on the same trip, which is what I did. *See* Inventory List, attached hereto as **Exhibit 1G**. The
24 inventory I moved are products I regularly sell to L.A. clients. *See* Product List, attached hereto as
25 **Exhibit 1H**. Once again, what I did actually saved the Company money because we avoided the
26 expense of driving an empty truck back to L.A. Also, Muney has access to all of the inventory lists
27 and was aware of what I moved, so I don't know why he claims that I "secretly" moved inventory.
28 *See* Motion, p. 2:24. There are literally no secrets.

1 i. I have only made payments that were due and which would have been
2 past-due if I had failed to pay them on time (*see* Motion, p. 3:4). I do not see how Defendants
3 can claim that I over-spend on paying the Company's bill, but argue that I am somehow neglecting
4 the payment of business by opening a new bank account. *Id.* at p. 4: 6-7. The Company bookkeeper
5 and I always take care of paying the bills on time and we give no attention to whether the money
6 comes from Las Vegas or Los Angeles. Even the "Payment Records" provided by Defendants (*see*
7 Motion, at Ex. 13) clearly shows that Company money was spent on business expenses. The large
8 expenses (over \$4,000) were for:

- 9 i. 4/02 - Pacifica's – Van Nuys Warehouse Rent;
10 ii. 3/26 - Check #2453 – Manager Distributions (an equal amount was
11 transferred to Munev on 3/26/2020 (*see* Citi Bank Statements, attached hereto as **Exhibit 1A**);
12 iii. 4/17 - Check #2668 – NOVACART inventory/bills (1857/1936);
13 iv. 4/10 - Check #2664 – March 2020 Commissions; and
14 v. 4/24 - Check #2683 – NOVACART inventory/bills (2344).

15 j. As explained by my attorneys in other pleadings, settlement was
16 **conditional** upon acquiring financing for the purchase of the Company, making the
17 settlement agreement unenforceable (*see* Motion, p. 3:10). *See* Opposition to Defendants'
18 Motion to Enforce Settlement, on file herein. Defendants know this, but they continue to want to
19 re-hash a botched settlement attempt that occurred back in February.

20 k. Once again, I have not withheld any funds from the Company, all of
21 the checks were deposited into a new bank account, which then went to paying Company
22 expenses (*see* Motion, p. 3:14). I did this to protect the Company, because Munev was intent on
23 paying himself, his business, and his son. I have been completely transparent with all bank account
24 information, and I provided statements to Munev every step of the way. *See* Motion, Ex. 3. For the
25 Court, I have provided an update statement. *See* Wells Fargo Statement, attached hereto as **Exhibit**
26 **II**. As the statements show, the checks were deposited in the new bank account at Wells Fargo in
27 plain view for Munev on our QuickBooks accounting system which he checks several times daily.
28

1 I have also provided the statement and my attorney has explained to Muney's counsel that we
2 intend to be completely transparent (*see* Motion, Ex. 2 (May 18, 2020 Email)).

3 l. **I did not seize funds, I did not clear out the Citi bank account, and I**
4 **have made every effort to pay all of Las Vegas bills and invoices on time** (*see* Motion, p. 3:18).
5 My attorney clearly explained this to Muney's attorney: "My client fully intends to pay the
6 business related expenses for shipments, utilities, etc. as they become due. Please ensure your
7 client provides documentation and notice of [expenses] to avoid any late payments." *See* Motion,
8 Ex. 2, at ¶3 (May 18, 2020 Email). If there are any unpaid invoices it is because they have not been
9 entered into our QuickBooks system and/or Muney failed to provide me any notice of them.

10 m. **Muney demanded the Company pay him, his business, and his son. To**
11 **protect the company, I directed my counsel to explain via letter that the Company cannot**
12 **afford to do this** (*see* Motion, p. 3:22); *see also* Motion, at Ex. 5). Muney made similar demands
13 to our bookkeeper, and I instructed her to not to pay either the managers, not to pay Muney's
14 business, and not to pay Muney's son during this period of undercapitalization, just as was
15 explained to Muney since April 22, 2020. *See* Motion, at Ex. 5, *see also* Ex. 2 (May 18, 2020
16 Email). Muney's threatened injunction on May 18, 2020 made as little sense then as it does now.
17 Muney should have no grounds to stop me from protecting the Company's assets.

18 n. **I have requested documentation for the \$9,000 deposit and large**
19 **shipment, but Muney will not provide me a purchase order, due dDdate for payment, bill of**
20 **lading, or any of the typical documentation we need to have for these orders** (*see* Motion, p.
21 4:6-19). The invoice I was provided only shows what was ordered, not when it would be
22 completed or due. *See* May 13, 2020 Email Chain and Invoice, attached hereto as **Exhibit 1J**.
23 When I reached out to the purveyor directly, he did not respond to my requests for information.
24 *See* Email to China Purveyor, attached hereto as **Exhibit 1K**. I asked him directly "when you will
25 need the balance of your invoice paid?" and I have still not received any response. *Id.* Muney also
26 changed our usual freight broker for these particular types of shipments, making it impossible for
27 me to get any information on the shipment.
28

1 changed our usual freight broker for these particular types of shipments, making it impossible for
2 me to get any information on the shipment.

3 o. I have made every effort to pay for Muney's surprise shipment (see
4 Motion, p. 4:6-19). Moreover, Muney's massive unilateral order is for inventory the Company
5 does not need at this time, and payment should be delayed. See Inventory Audit, attached hereto
6 as **Exhibit 1L**. Regardless, if payment for the shipment from China is well overdue, then why is
7 it that supplier not responding to my requests for documentation? See Email to China Purveyor,
8 attached hereto as **Exhibit 1K**.

9 3. In sum, all I have done for the past three months is try to save the Company from
10 going under. We have been severely undercapitalized. Muney has paid himself \$35,329.00 in
11 excess rent since October 2019. I requested Muney stop paying himself and his son for months
12 now, but he refused. I was left with not choice but to take measures to protect the Company's
13 assets in these uncertain times.

14 I declare under penalty of perjury that the foregoing is true and correct.

15 Executed on this 22 day of May, 2020.

16
17
18 
19
20
21
22
23
24
25
26
27
28
Dominique Arnould

Exhibit 1A

EXHIBIT 1A

Citibank CBO Services 414 / 00414
P.O. Box 6201
Sioux Falls, SD 57117-6201

001/R1/20F013

017
CITIBANK, N. A.
Account

CHEF EXEC SUPPLIERS, LLC
PO BOX 1800
STUDIO CITY CA 91614

Statement Period
Jan 1 - Jan 31, 2020
Relationship Manager
US SERVICE CENTER
1-877-528-0990

Page 1 of 4

CitiBusiness ACCOUNT AS OF JANUARY 31, 2020

Relationship Summary:

Checking	\$29,797.22
Savings	----
Checking Plus	----

SERVICE CHARGE SUMMARY FROM DECEMBER 1, 2019 THRU DECEMBER 31, 2019

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS CHECKING			
Average Daily Collected Balance			\$27,198.04
DEPOSIT SERVICES			
DEPOSIT ASSESSMENT	24,463		3.63
**WAIVE			
MONTHLY MAINTENANCE FEE	1	22.0000	22.00
**WAIVE			
CHECKS PAID	21	.2100	4.41
**WAIVE			
DEPOSIT TICKETS	5	.9000	4.50
**WAIVE			
ITEMS DEPOSITED	34	.2000	6.80
**WAIVE			
CURRENCY DEPOSIT (PER \$100)	5	.3500	1.75
**WAIVE			
TRANSFER SERVICES			
OUTGOING FOREIGN WIRE	2	40.0000	80.00
**WAIVE			
AUTOMATED CLEARING HOUSE (ACH)			
ACH CREDIT RECEIVED	21	.1700	3.57
**WAIVE			
ACH DEBIT RECEIVED	20	.1700	3.40
**WAIVE			
Total Charges for Services			\$0.00
Average collected balances			\$27,198.04
Balances eligible for Earnings Credit			\$27,198.04
Earnings Credit allowance at 0.30000%			\$0.00
Charges Subject to Earnings Credit			\$0.00
Net Service Charge			\$0.00

EXHIBIT 1A

CHEF EXEC SUPPLIERS, LLC

Account: 202415013
Statement Period: Jan 1 - Jan 31, 2020

Page 2 of 4

001/R1/20F013

CitiBusiness Checking

Beginning Balance: \$24,463.56
Ending Balance: \$29,797.22

Date	Description	Debits	Credits	Balance
01/02	TRANSFER DEBIT TRANSFER TO CHECKING Jan 02 VIA CBUSOL REFERENCE # 095468	250.00		24,213.56
01/02	BILL PAYMENT UPS 010126 BA	434.66		23,778.90
01/02	BILL PAYMENT WIN DISTRIBUTION 010128 BA	700.00		23,078.90
01/02	BILL PAYMENT MC2 TRANSPORTATION 010127 BA	1,695.00		21,383.90
01/02	TRANSFER DEBIT TRANSFER TO CHECKING Jan 02 VIA CBUSOL REFERENCE # 095469	10,890.00		10,493.90
01/06	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 498660 Jan 06		472.02	10,965.92
01/06	CHECK NO: 2043	70.00		10,895.92
01/06	CHECK NO: 2306	558.90		10,337.02
01/07	DEPOSIT FOR REFERENCE # 61230		31,094.37	41,431.39
01/07	DEBIT CARD PURCH Card Ending in 8615 7RM2C000 8615 Jan 07 MSFT * E02009UYB5 MSBILL.INFO WA 20004	12.00		41,419.39
01/07	ACH DEBIT Paymode-X MNTHLY FEE F106517788 Jan 07	61.20		41,358.19
01/07	ACH DEBIT PAYROLL 8972666 Jan 07	1,088.12		40,270.07
01/08	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP70348731 Jan 08 \$434.34 8020 AND DEC		434.34	40,704.41
01/08	DEBIT CARD PURCH Card Ending in 8615 XT0YD*S5 8615 Jan 08 AMZN Mktg US*E69PU8GP Amzn.com/bill WA 20007	41.37		40,663.04
01/08	TRANSFER DEBIT TRANSFER TO READY CREDIT Jan 08 VIA CBUSOL REFERENCE # 090257	9,249.93		31,413.11
01/08	CHECK NO: 2622	4,150.20		27,262.91
01/09	DEBIT CARD PURCH Card Ending in 8615 96X63KS5 8615 Jan 09 Amazon.com*2D5D59SQ3 Amzn.com/bill WA 20008	2.71		27,260.20
01/09	BILL PAYMENT MICHELLE GIFFEN 010125 BA	1,200.00		26,060.20
01/09	CHECK NO: 2621	670.76		25,389.44
01/10	ELECTRONIC CREDIT MGM PMD PAYMENT 600062921 Jan 10		1,161.00	26,550.44
01/10	CHECK NO: 2618	899.50		25,650.94
01/13	ELECTRONIC CREDIT NEVADA PROPERTY ACH011020 DEFAULT RECP ID Jan 13		974.25	26,625.19
01/13	CHECK NO: 2619	1,610.00		25,015.19
01/13	CHECK NO: 2620	7,937.48		17,077.71
01/14	ELECTRONIC CREDIT MGM PMD PAYMENT 600063133 Jan 14		599.04	17,676.75
01/14	DEBIT CARD PURCH Card Ending in 8615 *SWC4410 8615 Jan 14 UPELA PARIS 8 FRA20013	313.43		17,363.32
01/14	BILL PAYMENT MICHELLE GIFFEN 010130 BA	2,729.34		14,633.98
01/14	ACH DEBIT Yardi Service Ch WEB PMTS 5W8W95 Jan 14	0.95		14,633.03
01/14	ACH DEBIT Payroll Tax 8972666 Jan 14	12.00		14,621.03
01/14	ACH DEBIT PACIFICACO-SELLC WEB PMTS 8P9W95 Jan 14	4,140.00		10,481.03
01/14	CHECK NO: 2307	7,542.95		2,938.08
01/14	SERVICE CHARGE Foreign Transaction Fee	6.27		2,931.81
01/15	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP70791291 Jan 15 \$506.96 INVOICE 8111 & DELIVERIES		506.96	3,438.77
01/15	DEPOSIT		27,233.75	30,672.52
01/15	ACH DEBIT IRS USATAXPYMT 227041566238600 Jan 15	191.68		30,480.84
01/16	DEPOSIT		1,276.60	31,757.44
01/16	BILL PAYMENT UPS 010131 BA	268.31		31,489.13

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
01/16	BILL PAYMENT NAOMI INOUE 010132 BA	1,000.00		30,489.13
01/17	ELECTRONIC CREDIT MGM PMD PAYMENT 100015707 Jan 17		548.00	31,037.13
01/17	ACH DEBIT FLEETCOR FUNDING BT0116 000000097616317 Jan 17	682.40		30,354.73
01/21	ELECTRONIC CREDIT MGM PMD PAYMENT 600063605 Jan 21		900.00	31,254.73
01/21	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 507833 Jan 21		5,840.40	37,095.13
01/21	TRANSFER DEBIT TRANSFER TO CHECKING Jan 21 VIA CBUSOL REFERENCE # 001425	331.00		36,764.13
01/21	ACH DEBIT IRS USATAXPYMT 227042166112698 Jan 21	42.00		36,722.13
01/21	POS DEBIT Card Ending in 8615 STAPLES 0180 STUDIO CITY CAUS0515	47.05		36,675.08
01/22	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 509941 Jan 22		973.40	37,648.48
01/22	DEBIT CARD PURCH Card Ending in 8615 7ZVSFMS5 8615 Jan 22 SOUTHWES5262162873162 800-435-9792 TX 20021	257.96		37,390.52
01/22	OTHER WITHDRAWAL/ADJ USD INT. WIRE TRANSFER REF.# G0800220074901	9,000.00		28,390.52
01/22	TRANSFER DEBIT TRANSFER TO CHECKING Jan 22 VIA CBUSOL REFERENCE # 063075	524.41		27,866.11
01/22	TRANSFER DEBIT TRANSFER TO CHECKING Jan 22 VIA CBUSOL REFERENCE # 063079	597.44		27,268.67
01/22	ACH DEBIT LADWP WEB PAY 1875390000 Jan 22	90.00		27,178.67
01/22	ACH DEBIT CITI AUTOPAY PAYMENT 080018198272418 Jan 22	825.21		26,353.46
01/22	ACH DEBIT THE HARTFORD NWTBCLSCIC 15320422 Jan 22	1,313.25		25,040.21
01/22	ACH DEBIT PAYROLL PAYROLL 8972666 Jan 22	1,380.98		23,659.23
01/22	CHECK NO: 2045	155.00		23,504.23
01/22	CHECK NO: 2044	160.40		23,343.83
01/23	DEBIT CARD PURCH Card Ending in 8615 KFC**YS5 8615 Jan 23 NORTON*AP1302126214 8772945265 CA 20022	99.99		23,243.84
01/23	TRANSFER DEBIT TRANSFER TO CHECKING Jan 23 VIA CBUSOL REFERENCE # 016642	89.39		23,154.45
01/24	ACH DEBIT Payroll Service Fee 8972666 Jan 24	113.00		23,041.45
01/27	ELECTRONIC CREDIT NEVADA PROPERTY ACH012420 DEFAULT RECP ID Jan 27		974.25	24,015.70
01/27	POS DEBIT Card Ending in 8615 STAPLES 0180 STUDIO CITY CAUS0515	21.89		23,993.81
01/28	ELECTRONIC CREDIT MGM PMD PAYMENT 600063983 Jan 28		861.60	24,855.41
01/28	ACH DEBIT Payroll Tax 8972666 Jan 28	15.60		24,839.81
01/28	CHECK NO: 2632	362.70		24,477.11
01/28	CHECK NO: 2633	465.43		24,011.68
01/28	CHECK NO: 2634	644.00		23,367.68
01/29	ACH DEBIT IRS USATAXPYMT 227042966149254 Jan 29	282.76		23,084.92
01/30	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP71602609 Jan 30 \$388.64 INVOICE 7490 & DELIVERIES		388.64	23,473.56
01/30	DEPOSIT		7,252.15	30,725.71
01/30	DEPOSIT		9,853.57	40,579.28
01/30	DEPOSIT		12,346.54	52,925.82
01/30	DEBIT CARD PURCH Card Ending in 8615 C850NNGW 8615 Jan 30 NORTHSTAR MOVING & ST CHATSWORTH CA 20029	1,152.00		51,773.82
01/31	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 514124 Jan 31		973.40	52,747.22
01/31	TRANSFER DEBIT TRANSFER TO CHECKING Jan 31 VIA CBUSOL REFERENCE # 037619	10,000.00		42,747.22
01/31	CHECK NO: 2046	400.00		42,347.22
01/31	CHECK NO: 2048	1,200.00		41,147.22

CHEF EXEC SUPPLIERS, LLC

Account: 262-788-0002
Statement Period: Jan 1 - Jan 31, 2020

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CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
01/31	CHECK NO: 2635	1,350.00		39,797.22
01/31	CHECK NO: 2636	10,000.00		29,797.22
	Total Debits/Credits	99,330.62	104,664.28	

Checks Paid											
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
2043	01/06	70.00	2044	01/22	160.40	2045	01/22	155.00	2046	01/31	400.00
2048*	01/31	1,200.00	2306*	01/06	558.90	2307	01/14	7,542.95	2618*	01/10	899.50
2619	01/13	1,610.00	2620	01/13	7,937.48	2621	01/09	670.76	2622	01/08	4,150.20
2632*	01/28	362.70	2633	01/28	465.43	2634	01/28	644.00	2635	01/31	1,350.00
2636	01/31	10,000.00									

* indicates gap in check number sequence

Number Checks Paid: 17

Totaling: \$38,177.32

CUSTOMER SERVICE INFORMATION

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Checking

YOU CAN CALL:

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 (For Speech and Hearing
 Impaired Customers Only
 TDD: 800-788-0002)

YOU CAN WRITE:

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 St Louis, MO 63179

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* To ensure quality service, calls are randomly monitored.

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Sioux Falls, SD 57117-6201

001/R1/20F013

021
CITIBANK, N. A.
Account

Statement Period
Feb 1 - Feb 29, 2020
Relationship Manager
US SERVICE CENTER
1-877-528-0990

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CHEF EXEC SUPPLIERS, LLC
PO BOX 1800
STUDIO CITY CA 91614

CitiBusiness® ACCOUNT AS OF FEBRUARY 29, 2020

Relationship Summary:

Checking	\$45,212.32
Savings	----
Checking Plus	----

SERVICE CHARGE SUMMARY FROM JANUARY 1, 2020 THRU JANUARY 31, 2020

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS CHECKING			
Average Daily Collected Balance			\$21,909.96
DEPOSIT SERVICES			
MONTHLY MAINTENANCE FEE	1	24.0000	24.00
**WAIVE			
CHECKS PAID	24	.2100	5.04
**WAIVE			
DEPOSIT TICKETS	6	1.1000	6.60
**WAIVE			
ITEMS DEPOSITED	50	.2000	10.00
**WAIVE			
TRANSFER SERVICES			
OUTGOING FOREIGN WIRE	1	40.0000	40.00
**WAIVE			
AUTOMATED CLEARING HOUSE (ACH)			
ACH CREDIT RECEIVED	14	.1700	2.38
**WAIVE			
ACH DEBIT RECEIVED	15	.1700	2.55
**WAIVE			
Total Charges for Services			\$0.00
Average collected balances			\$21,909.96
Balances eligible for Earnings Credit			\$21,909.96
Earnings Credit allowance at 0.30000%			\$0.00
Charges Subject to Earnings Credit			\$0.00
Net Service Charge			\$0.00

CHECKING ACTIVITY

CitiBusiness Checking

Beginning Balance:	\$29,797.22
Ending Balance:	\$45,212.32

EXHIBIT

CHEF EXEC SUPPLIERS, LLC

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Statement Period: Feb 1 - Feb 29, 2020

001/R1/20F013

Date	Description	Debits	Credits	Balance
02/03	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 515010 Feb 03		14,686.77	44,483.99
02/03	TRANSFER DEBIT TRANSFER TO CHECKING Feb 03 VIA CBUSOL REFERENCE # 054507	250.00		44,233.99
02/03	TRANSFER DEBIT TRANSFER TO CHECKING Feb 03 VIA CBUSOL REFERENCE # 054508	10,890.00		33,343.99
02/03	CHECK NO: 2631	11,549.00		21,794.99
02/03	POS DEBIT Card Ending in 8615 MOBILE SHARK VAN NUYS CAUS0514	70.00		21,724.99
02/04	TRANSFER CREDIT TRANSFER FROM CHECKING Feb 04 000206839250 VIA CBusOL Re # 045374		1,400.00	23,124.99
02/04	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 515722 Feb 04		4,995.65	28,120.64
02/04	DEBIT CARD PURCH Card Ending in 8615 N1YNH300 8615 Feb 04 MSFT * E0200A2MVZ MSBILL.INFO WA 20034	12.00		28,108.64
02/04	ACH DEBIT Yardi Service Ch WEB PMTS 73CJD5 Feb 04	0.95		28,107.69
02/04	ACH DEBIT PAYROLL PAYROLL 8972666 Feb 04	1,202.01		26,905.68
02/04	ACH DEBIT PACIFICACO-SELLC WEB PMTS T00KD5 Feb 04	4,140.00		22,765.68
02/05	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 517693 Feb 05		1,193.08	23,958.76
02/05	ELECTRONIC CREDIT NEVADA PROPERTY ACH020420 DEFAULT RECP ID Feb 05		1,948.50	25,907.26
02/05	DEPOSIT		3,043.34	28,950.60
02/05	ELECTRONIC CREDIT PAYPAL TRANSFER 1007928895228 Feb 05		3,773.90	32,724.50
02/05	TRANSFER CREDIT TRANSFER FROM READY CREDIT Feb 05 007001099171 VIA CBusOL Re # 075755		10,000.00	42,724.50
02/05	OTHER WITHDRAWAL/ADJ USD INT. WIRE TRANSFER REF.# 0377702	29,184.00		13,540.50
02/05	ACH DEBIT EMPLOYERS EPIC E 8886826671 2K099RWJEIAWNF2 Feb 05	2,670.00		10,870.50
02/05	CHECK NO: 2623	603.25		10,267.25
02/05	CHECK NO: 2625	791.55		9,475.70
02/06	ELECTRONIC CREDIT MGM PMD PAYMENT 600064560 Feb 06		4,065.60	13,541.30
02/06	ACH DEBIT Paymode-X MNTHLY FEE F107836421 Feb 06	61.05		13,480.25
02/07	ACH DEBIT TEMPUS INC DD020620 69004 Feb 07 TMP-USA-DEAL-0370254	6,588.65		6,891.60
02/10	BILL PAYMENT MICHELLE GIFFEN 010129 BA	1,200.00		5,691.60
02/10	CHECK NO: 2628	183.44		5,508.16
02/10	CHECK NO: 2047	200.00		5,308.16
02/10	CHECK NO: 2630	400.00		4,908.16
02/11	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 519911 Feb 11		2,817.56	7,725.72
02/11	ACH DEBIT Payroll Tax 8972666 Feb 11	13.40		7,712.32
02/11	CHECK NO: 2626	142.04		7,570.28
02/12	DEBIT CARD PURCH Card Ending in 8615 RM22H6X2 8615 Feb 12 TST* JERRY S FAMOUS D STUDIO CITY CA 20042	111.80		7,458.48
02/12	ACH DEBIT IRS USATAXPYMT 227044366153362 Feb 12	227.10		7,231.38
02/13	ELECTRONIC CREDIT MGM PMD PAYMENT 600065018 Feb 13		645.90	7,877.28
02/13	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 522922 Feb 13		973.40	8,850.68
02/13	DEPOSIT		8,143.10	16,993.78
02/13	DEPOSIT		19,104.31	36,098.09
02/13	DEBIT CARD PURCH Card Ending in 8615 443MSGHJ 8615 Feb 13 TUNGSTEN-NETWORK.COM 8777520900 GA 20043	45.00		36,053.09
02/13	DEBIT CARD PURCH Card Ending in 8615 L603W1V5 8615 Feb 13 SQ *ZIB CONSULTING GR Hollywood CA 20043	125.00		35,928.09
02/14	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 523712 Feb 14		3,337.93	39,266.02

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
02/14	CHECK NO: 2627	370.00		38,896.02
02/18	ELECTRONIC CREDIT Square Inc 200218P2 L205513727891 Feb 18		139.77	39,035.79
02/18	DEPOSIT		1,308.25	40,344.04
02/18	ACH DEBIT FLEETCOR FUNDING BT0214 000000099987947 Feb 18	457.29		39,886.75
02/18	CHECK NO: 2049	85.00		39,801.75
02/18	CHECK NO: 2629	150.00		39,651.75
02/18	CHECK NO: 2638	4,215.34		35,436.41
02/18	POS DEBIT Card Ending in 8615 APPLE STORE #R148 140 SHERMAN OAKS CAUS0515	1,119.06		34,317.35
02/19	ELECTRONIC CREDIT NEVADA PROPERTY ACH021820 DEFAULT RECP ID Feb 19		664.28	34,981.63
02/19	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 527714 Feb 19		2,356.63	37,338.26
02/19	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 527361 Feb 19		4,588.73	41,926.99
02/19	ACH DEBIT LADWP WEB PAY 1875390000 Feb 19	85.00		41,841.99
02/19	ACH DEBIT PAYROLL PAYROLL 8972666 Feb 19	1,221.53		40,620.46
02/19	CHECK NO: 2640	2,122.47		38,497.99
02/20	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 528092 Feb 20		1,472.74	39,970.73
02/20	DEBIT CARD PURCH Card Ending in 8615 VHNTKRS5 8615 Feb 20 SQ *ZIB CONSULTING GR Hollywood CA 20050	375.00		39,595.73
02/20	ACH DEBIT Yardi Service Ch WEB PMTS 7B85G5 Feb 20	0.95		39,594.78
02/20	ACH DEBIT PACIFICACO-SELLC WEB PMTS TN95G5 Feb 20	7.00		39,587.78
02/20	ACH DEBIT TEMPUS INC DD021920 71023 Feb 20 TMP-USA-DEAL-0374763	1,530.13		38,057.65
02/20	ACH DEBIT THE HARTFORD NTCLBIIVRC 15320422 Feb 20	4,552.00		33,505.65
02/20	POS DEBIT Card Ending in 8615 THE UPS STORE #0321 40 LAS VEGAS NVUS0517	2.75		33,502.90
02/20	POS DEBIT Card Ending in 8615 DENNY'S #7242 LAS VEGAS NVUS0515	51.55		33,451.35
02/21	DEPOSIT		11,611.26	45,062.61
02/21	DEBIT CARD PURCH Card Ending in 8615 F*QFRXS5 8615 Feb 21 Intuit *QuickBooks 833-830-9255 CA 20051	250.00		44,812.61
02/21	CHECK NO: 2639	253.77		44,558.84
02/21	DEBIT CARD PURCH Card Ending in 8615 BVQBRXS5 8615 Feb 21 Intuit *QuickBooks 833-830-9255 CA 20051	299.95		44,258.89
02/21	CHECK NO: 2637	1,426.45		42,832.44
02/21	CHECK NO: 2050	300.00		42,532.44
02/21	POS DEBIT Card Ending in 8615 STAPLES 0180 STUDIO CITY CAUS0515	307.66		42,224.78
02/24	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 528718 Feb 24		262.60	42,487.38
02/24	DEBIT CARD PURCH Card Ending in 8615 GBDS59S5 8615 Feb 24 Intuit *QuickBooks 833-830-9255 CA 20052	250.00		42,237.38
02/24	CHECK NO: 2624	191.16		42,046.22
02/24	CHECK NO: 2641	1,000.00		41,046.22
02/25	ELECTRONIC CREDIT MGM PMD PAYMENT 100016240 Feb 25		546.39	41,592.61
02/25	TRANSFER DEBIT TRANSFER TO READY CREDIT Feb 25 VIA CBUSOL REFERENCE # 028826	10,038.25		31,554.36
02/25	ACH DEBIT Payroll Tax 8972666 Feb 25	13.64		31,540.72
02/25	ACH DEBIT Payroll Service Fee 8972666 Feb 25	113.00		31,427.72
02/25	ACH DEBIT CITI AUTOPAY PAYMENT 080047579051098 Feb 25	592.32		30,835.40
02/25	CHECK NO: 2645	119.54		30,715.86
02/25	CHECK NO: 2642	1,153.17		29,562.69
02/26	ELECTRONIC CREDIT Square Inc 200226P2 L205515856803 Feb 26		114.49	29,677.18
02/26	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP73233961 Feb 26 \$540 RENT & DELIVERIES		540.00	30,217.18

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
02/26	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 530434 Feb 26		1,507.40	31,724.58
02/26	DEPOSIT		20,984.12	52,708.70
02/26	TRANSFER DEBIT TRANSFER TO CHECKING Feb 26 VIA CBUSOL REFERENCE # 048488	330.00		52,378.70
02/26	ACH DEBIT IRS USATAXPYMT 227045766136282 Feb 26	233.18		52,145.52
02/26	ACH DEBIT NEVADA TAX 7756842099 2KS454XDDOYR6T4 Feb 26	848.97		51,296.55
02/26	CHECK NO: 2643	50.00		51,246.55
02/27	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 532025 Feb 27		4,857.48	56,104.03
02/27	POS DEBIT Card Ending in 8615 THE HOME DEPOT #8661 VAN NUYS CAUS0515	23.71		56,080.32
02/28	TRANSFER DEBIT TRANSFER TO CHECKING Feb 28 VIA CBUSOL REFERENCE # 018262	10,000.00		46,080.32
02/28	CHECK NO: 2644	868.00		45,212.32
	Total Debits/Credits	115,668.08	131,083.18	

Checks Paid											
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
2047	02/10	200.00	2049*	02/18	85.00	2050	02/21	300.00	2623*	02/05	603.25
2624	02/24	191.16	2625	02/05	791.55	2626	02/11	142.04	2627	02/14	370.00
2628	02/10	183.44	2629	02/18	150.00	2630	02/10	400.00	2631	02/03	11,549.00
2637*	02/21	1,426.45	2638	02/18	4,215.34	2639	02/21	253.77	2640	02/19	2,122.47
2641	02/24	1,000.00	2642	02/25	1,153.17	2643	02/26	50.00	2644	02/28	868.00
2645	02/25	119.54									

* indicates gap in check number sequence

Number Checks Paid: 21

Totaling: \$26,174.18

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014
CITIBANK, N. A.
Account

CHEF EXEC SUPPLIERS, LLC
PO BOX 1800
STUDIO CITY CA 91614

Statement Period
Mar 1 - Mar 31, 2020
Relationship Manager
US SERVICE CENTER
1-877-528-0990

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CitiBusiness® ACCOUNT AS OF MARCH 31, 2020

Relationship Summary:

Checking	\$43,581.86
Savings	----
Checking Plus	----

SUGGESTIONS AND RECOMMENDATIONS

Citi Private Bank or its personnel shall consider the Trusted Contact person that you designate as someone we can contact in connection with all of your currently open CPB accounts (which are listed on the attached pages(s)) and accounts you may open with us in the future in the event of potential exploitation.

To review and/or update the current Trusted Contact information on file, please contact your Private Banking team.

SERVICE CHARGE SUMMARY FROM FEBRUARY 1, 2020 THRU FEBRUARY 29, 2020

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS CHECKING [REDACTED]			
Average Daily Collected Balance			\$25,869.35
DEPOSIT SERVICES			
MONTHLY MAINTENANCE FEE	1	24.0000	24.00
**WAIVE			
CHECKS PAID	22	.2100	4.62
**WAIVE			
DEPOSIT TICKETS	6	1.1000	6.60
**WAIVE			
ITEMS DEPOSITED	36	.2000	7.20
**WAIVE			
TRANSFER SERVICES			
OUTGOING FOREIGN WIRE	1	40.0000	40.00
**WAIVE			
AUTOMATED CLEARING HOUSE (ACH)			
ACH CREDIT RECEIVED	21	.1700	3.57
**WAIVE			
ACH DEBIT RECEIVED	20	.1700	3.40
**WAIVE			
Total Charges for Services			\$0.00
Average collected balances			\$25,869.35
Balances eligible for Earnings Credit			\$25,869.35
Earnings Credit allowance at 0.30000%			\$0.00
Charges Subject to Earnings Credit			\$0.00
Net Service Charge			\$0.00

CHECKING ACTIVITY

CitiBusiness Checking

Beginning Balance: \$45,212.32
Ending Balance: \$43,581.86

Date	Description	Debits	Credits	Balance
03/02	ELECTRONIC CREDIT NEVADA PROPERTY ACH022820 DEFAULT RECP ID Mar 02		975.38	46,187.70
03/02	TRANSFER DEBIT TRANSFER TO CHECKING Mar 02 VIA CBUSOL REFERENCE # 056638	250.00		45,937.70
03/02	TRANSFER DEBIT TRANSFER TO CHECKING Mar 02 VIA CBUSOL REFERENCE # 056639	10,890.00		35,047.70
03/02	CHECK NO: 2646	1,596.00		33,451.70
03/02	CHECK NO: 2647	10,000.00		23,451.70
03/03	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 533792 Mar 03		2,364.35	25,816.05
03/03	DEBIT CARD PURCH Card Ending in 8615 7850NNGW 8615 Mar 03 NORTHSTAR MOVING & ST CHATSWORTH CA 20060	1,116.00		24,700.05
03/03	ACH DEBIT PAYROLL PAYROLL 8972666 Mar 03	1,572.40		23,127.65
03/04	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 535515 Mar 04		973.40	24,101.05
03/04	DEPOSIT		3,537.83	27,638.88
03/04	DEBIT CARD PURCH Card Ending in 8615 MPM23000 8615 Mar 04 MSFT * E0200ABBJO MSBILL.INFO WA 20063	12.00		27,626.88
03/04	ACH DEBIT Yardi Service Ch WEB PMTS DDQQJ5 Mar 04	0.95		27,625.93
03/04	ACH DEBIT PACIFICACO-SELLC WEB PMTS KSRQJ5 Mar 04	4,575.84		23,050.09
03/04	CHECK NO: 2654	1,305.45		21,744.64
03/05	ELECTRONIC CREDIT MGM PMD PAYMENT 600066309 Mar 05		370.60	22,115.24
03/05	ELECTRONIC CREDIT MGM PMD PAYMENT 100016402 Mar 05		548.00	22,663.24
03/05	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 536014 Mar 05		1,028.32	23,691.56
03/05	ACH DEBIT Paymode-X MNTHLY FEE F108998235 Mar 05	78.87		23,612.69
03/05	CHECK NO: 2051	197.00		23,415.69
03/06	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 536405 Mar 06		723.47	24,139.16
03/06	OTHER WITHDRAWAL/ADJ DOMESTIC WIRE TRANSFER REF.# 20200306B1Q8021C03887	9,394.88		14,744.28
03/06	CHECK NO: 2648	399.77		14,344.51
03/09	ELECTRONIC CREDIT Square Inc 200309P2 L205519058794 Mar 09		321.24	14,665.75
03/09	BILL PAYMENT MICHELLE GIFFEN 010133 BA	1,200.00		13,465.75
03/09	CHECK NO: 2653	150.67		13,315.08
03/09	CHECK NO: 2652	403.49		12,911.59
03/09	CHECK NO: 2649	511.07		12,400.52
03/10	ELECTRONIC CREDIT Square Inc 200310P2 L205519328904 Mar 10		118.54	12,519.06
03/10	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 537701 Mar 10		1,881.58	14,400.64
03/10	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 537383 Mar 10		3,607.47	18,008.11
03/10	ACH DEBIT Payroll Tax 8972666 Mar 10	21.82		17,986.29
03/10	CHECK NO: 2650	151.81		17,834.48
03/11	DEPOSIT		2,286.67	20,121.15
03/11	DEPOSIT		26,525.30	46,646.45
03/11	BILL PAYMENT UPS 010135 BA	134.02		46,512.43
03/11	ACH DEBIT IRS USATAXPYMT 227047166108716 Mar 11	343.48		46,168.95
03/13	CHECK NO: 2656	5,951.06		40,217.89
03/16	ELECTRONIC CREDIT MGM PMD PAYMENT 600066990 Mar 16		900.00	41,117.89
03/16	CHECK NO: 2651	4,634.00		36,483.89
03/16	POS DEBIT Card Ending in 8615 CREATIVE AUTOMOTIVE EN TARZANA CAUS0517	331.19		36,152.70

EXHIBIT 1A

CHEF EXEC SUPPLIERS, LLC

Account XXXXXXXXXX Page 3 of 4
Statement Period: Mar 1 - Mar 31, 2020

001/R1/20F013

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
03/17	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 541831 Mar 17		267.00	36,419.70
03/17	ELECTRONIC CREDIT MGM PMD PAYMENT 600067097 Mar 17		2,630.40	39,050.10
03/17	ACH DEBIT FLEETCOR FUNDING BT0316 000000102773817 Mar 17	668.07		38,382.03
03/17	ACH DEBIT PAYROLL PAYROLL 8972666 Mar 17	1,319.15		37,062.88
03/17	CHECK NO: 2658	1,643.97		35,418.91
03/17	POS DEBIT Card Ending in 8615 CREATIVE AUTOMOTIVE EN TARZANA CAUS0517	404.20		35,014.71
03/18	ELECTRONIC CREDIT NEVADA PROPERTY ACH031720 DEFAULT RECP ID Mar 18		975.38	35,990.09
03/18	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 543838 Mar 18		2,105.44	38,095.53
03/19	ELECTRONIC CREDIT Square Inc 200319P2 L205521537413 Mar 19		155.65	38,251.18
03/19	POS DEBIT Card Ending in 8615 RALPHS # 14049 VENTUR SHERMAN OAKS CAUS0515	9.38		38,241.80
03/20	ELECTRONIC CREDIT MGM PMD PAYMENT 600067362 Mar 20		568.50	38,810.30
03/23	DEPOSIT		6,208.94	45,019.24
03/23	DEPOSIT		20,489.80	65,509.04
03/23	ACH DEBIT Square Inc 200323P2 L205522132263 Mar 23	494.50		65,014.54
03/24	DEBIT CARD PURCH Card Ending in 8615 6QZGCXS5 8615 Mar 24 AMZN Mktg US*KZ3CT34U Amzn.com/bill WA 20083	12.87		65,001.67
03/24	DEBIT CARD PURCH Card Ending in 8615 R048HDMB 8615 Mar 24 CREATIVE AUTOMOTIVE E TARZANA CA 20081	334.70		64,666.97
03/24	ACH DEBIT Payroll Tax 8972666 Mar 24	14.84		64,652.13
03/24	ACH DEBIT Payroll Service Fee 8972666 Mar 24	119.00		64,533.13
03/24	ACH DEBIT CITI AUTOPAY PAYMENT 080071732052747 Mar 24	708.09		63,825.04
03/24	CHECK NO: 2452	900.00		62,925.04
03/25	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 545192 Mar 25		7,776.01	70,701.05
03/25	DEBIT CARD PURCH Card Ending in 8615 P417Q4V5 8615 Mar 25 AMZN Mktg US*VW6HF4YL Amzn.com/bill WA 20084	65.68		70,635.37
03/25	OTHER WITHDRAWAL/ADJ DOMESTIC WIRE TRANSFER REF.# 20200325B1Q8021C02753	9,973.02		60,662.35
03/25	BILL PAYMENT UPS 010136 BA	229.91		60,432.44
03/25	TRANSFER DEBIT TRANSFER TO CHECKING Mar 25 VIA CBUSOL REFERENCE # 019411	330.00		60,102.44
03/25	ACH DEBIT LADWP WEB PAY 1875390000 Mar 25	110.66		59,991.78
03/25	ACH DEBIT IRS USATAXPYMT 227048566077838 Mar 25	263.54		59,728.24
03/26	DEBIT CARD PURCH Card Ending in 8615 PR5C59S5 8615 Mar 26 AMZN Mktg US*UW35K4R3 Amzn.com/bill WA 20085	26.89		59,701.35
03/26	TRANSFER DEBIT TRANSFER TO CHECKING Mar 26 VIA CBUSOL REFERENCE # 049369	10,000.00		49,701.35
03/26	CHECK NO: 2453	10,000.00		39,701.35
03/27	DEBIT FOR LOAN AUTOMATED LOAN PAYMENT 000007001099171 Mar 27	100.00		39,601.35
03/30	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 546394 Mar 30		210.00	39,811.35
03/30	DEBIT CARD PURCH Card Ending in 8615 43KRZPS5 8615 Mar 30 SQ *ZIB CONSULTING GR Hollywood CA 20087	250.00		39,561.35
03/30	POS DEBIT Card Ending in 8615 STAPLES 0180 STUDIO CITY CAUS0515	45.98		39,515.37
03/31	ELECTRONIC CREDIT MGM PMD PAYMENT 600067768 Mar 31		702.00	40,217.37
03/31	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 546650 Mar 31		5,006.67	45,224.04
03/31	DEBIT CARD PURCH Card Ending in 8615 1750NNGW 8615 Mar 31 NORTHSTAR MOVING & ST CHATSWORTH CA 20090	1,116.00		44,108.04

EXHIBIT 1A

CHEF EXEC SUPPLIERS, LLC

Account [REDACTED] Page 4 of 4
Statement Period: Mar 1 - Mar 31, 2020

001/R1/20F013

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
03/31	ACH DEBIT PAYROLL PAYROLL 8972666 Mar 31	526.18		43,581.86
	Total Debits/Credits	94,888.40	93,257.94	

Checks Paid											
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
2051	03/05	197.00	2452*	03/24	900.00	2453	03/26	10,000.00	2646*	03/02	1,596.00
2647	03/02	10,000.00	2648	03/06	399.77	2649	03/09	511.07	2650	03/10	151.81
2651	03/16	4,634.00	2652	03/09	403.49	2653	03/09	150.67	2654	03/04	1,305.45
2656*	03/13	5,951.06	2658*	03/17	1,643.97						

* indicates gap in check number sequence

Number Checks Paid: 14

Totaling: \$37,844.29

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

YOU CAN CALL:

YOU CAN WRITE:

Checking

866-513-7802*
(For Speech and Hearing
Impaired Customers Only
TDD: 800-788-0002)

Citibank, N.A.
P.O. Box 790184
St Louis, MO 63179

For change in address, call your account officer or visit your branch.

* To ensure quality service, calls are randomly monitored.

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EXHIBIT 1A

Citibank CBO Services 414 / 00414
P.O. Box 6201
Sioux Falls, SD 57117-6201

001/R1/20F013

012
CITIBANK, N. A.
Account

Statement Period
Apr 1 - Apr 30, 2020
Relationship Manager
US SERVICE CENTER
1-877-528-0990

Page 1 of 3

CHEF EXEC SUPPLIERS, LLC
PO BOX 1800
STUDIO CITY CA 91614

CitiBusiness® ACCOUNT AS OF APRIL 30, 2020

Relationship Summary:

Checking	\$3,361.78
Savings	----
Checking Plus	----

SERVICE CHARGE SUMMARY FROM MARCH 1, 2020 THRU MARCH 31, 2020

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS CHECKING			
Average Daily Collected Balance			\$33,934.71
DEPOSIT SERVICES			
MONTHLY MAINTENANCE FEE	1	24.0000	24.00
**WAIVE			
CHECKS PAID	17	.2100	3.57
**WAIVE			
DEPOSIT TICKETS	5	1.1000	5.50
**WAIVE			
ITEMS DEPOSITED	32	.2000	6.40
**WAIVE			
TRANSFER SERVICES			
OUTGOING DOMESTIC WIRE	2	25.0000	50.00
**WAIVE			
AUTOMATED CLEARING HOUSE (ACH)			
ACH CREDIT RECEIVED	22	.1700	3.74
**WAIVE			
ACH DEBIT RECEIVED	15	.1700	2.55
**WAIVE			
Total Charges for Services			\$0.00
Average collected balances			\$33,934.71
Balances eligible for Earnings Credit			\$33,934.71
Earnings Credit allowance at 0.30000%			\$0.00
Charges Subject to Earnings Credit			\$0.00
Net Service Charge			\$0.00

CHECKING ACTIVITY

CitiBusiness Checking

Beginning Balance:	\$43,581.86
Ending Balance:	\$3,361.78

EXHIBIT A

CHEF EXEC SUPPLIERS, LLC

Account: [REDACTED] Page 2 of 3
Statement Period: Apr 1 - Apr 30, 2020

001/R1/20F013

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
04/01	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 547404 Apr 01		196.00	43,777.86
04/01	ELECTRONIC CREDIT NEVADA PROPERTY ACH033120 DEFAULT RECP ID Apr 01		715.11	44,492.97
04/01	TRANSFER DEBIT TRANSFER TO CHECKING Apr 01 VIA CBUSOL REFERENCE # 009751	250.00		44,242.97
04/01	TRANSFER DEBIT TRANSFER TO CHECKING Apr 01 VIA CBUSOL REFERENCE # 009752	10,890.00		33,352.97
04/02	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP75522835 Apr 02 WOTW \$290 DELIVERIES & RENT		290.00	33,642.97
04/02	TRANSFER PAYMENT/TRANSFER 010128 YRLS		700.00	34,342.97
04/02	ACH DEBIT Yardi Service Ch WEB PMTS 075SM5 Apr 02	0.95		34,342.02
04/02	ACH DEBIT NEVADA TAX 7756842099 2KY0497MYFEJQRB Apr 02	205.06		34,136.96
04/02	ACH DEBIT NEVADA TAX 7756842099 2KY02T0451VFZ68 Apr 02	743.11		33,393.85
04/02	ACH DEBIT PACIFICACO-SELLC WEB PMTS 066SM5 Apr 02	4,248.96		29,144.89
04/03	ELECTRONIC CREDIT MGM PMD PAYMENT 600067981 Apr 03		113.50	29,258.39
04/03	ELECTRONIC CREDIT AAA FOOD SOURCE DEPOSIT DP75669431 Apr 03 INVOICE 8421 & DELIVERIES		666.96	29,925.35
04/06	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 547678 Apr 06		966.20	30,891.55
04/06	ELECTRONIC CREDIT NEVADA PROPERTY ACH040320 DEFAULT RECP ID Apr 06		975.38	31,866.93
04/06	DEBIT CARD PURCH Card Ending in 8615 505H6000 8615 Apr 06 MSFT * E0200AKH88 MSBILL.INFO WA 20094	12.00		31,854.93
04/06	ACH DEBIT Paymode-X MNTHLY FEE F110129868 Apr 06	85.80		31,769.13
04/07	ELECTRONIC CREDIT MGM PMD PAYMENT 600068145 Apr 07		900.00	32,669.13
04/07	BILL PAYMENT VERONIQUE HUMBERT 010137 BA	700.12		31,969.01
04/07	ACH DEBIT Payroll Tax 8972666 Apr 07	5.76		31,963.25
04/07	ACH DEBIT NV ENERGY SOUTH NPC PYMT 031577461229590 Apr 07	23.20		31,940.05
04/08	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 548483 Apr 08		5,206.39	37,146.44
04/08	ACH DEBIT IRS USATAXPYMT 227049966135266 Apr 08	88.12		37,058.32
04/09	BILL PAYMENT MICHELLE GIFFEN 010134 BA	1,200.00		35,858.32
04/09	CHECK NO: 2657	237.46		35,620.86
04/09	CHECK NO: 2655	752.60		34,868.26
04/10	CHECK NO: 2664	4,082.15		30,786.11
04/10	CHECK NO: 2659	10,717.11		20,069.00
04/13	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 549039 Apr 13		1,213.20	21,282.20
04/13	CREDIT MEMO ADJUSTMENT FROM BUSINESS LOAN #(7001099171)		100.00	21,382.20
04/13	CHECK NO: 2663	412.49		20,969.71
04/13	CHECK NO: 2662	700.00		20,269.71
04/13	CHECK NO: 2666	1,000.00		19,269.71
04/14	ACH DEBIT PAYROLL PAYROLL 8972666 Apr 14	701.58		18,568.13
04/14	CHECK NO: 2665	110.97		18,457.16
04/15	ELECTRONIC CREDIT CAESARS ENT EDI FIRST TENN 551917 Apr 15		1,713.00	20,170.16
04/15	CHECK NO: 2667	51.07		20,119.09
04/17	ACH DEBIT TEMPUS INC DD041620 78535 Apr 17 TMP-USA-DEAL-0391363	1,086.75		19,032.34
04/17	CHECK NO: 2668	10,775.93		8,256.41
04/20	INSTANT PAYMENT CREDIT 20200418021000021P1BRJPM01060003205 PAYPAL		2,648.33	10,904.74
04/20	ACH DEBIT FLEETCOR FUNDING BT0417 000000104534113 Apr 20	383.18		10,521.56

CHECKING ACTIVITY

Date	Description	Debits	Credits	Balance
04/21	ACH DEBIT Payroll Tax 8972666 Apr 21	7.68		10,513.88
04/22	BILL PAYMENT UPS 010139 BA	74.31		10,439.57
04/22	ACH DEBIT IRS USATAXPYMT 227051366106564 Apr 22	117.48		10,322.09
04/22	ACH DEBIT CITI AUTOPAY PAYMENT 080096786223045 Apr 22	216.97		10,105.12
04/24	ACH DEBIT Payroll Service Fee 8972666 Apr 24	119.00		9,986.12
04/24	CHECK NO: 2683	4,737.38		5,248.74
04/27	ACH DEBIT Yardi Service Ch WEB PMTS 3WJQR5 Apr 27	0.95		5,247.79
04/27	ACH DEBIT PACIFICACO-SELLC WEB PMTS W7NRQ5 Apr 27	2,250.00		2,997.79
04/27	CHECK NO: 2052	600.00		2,397.79
04/28	ACH DEBIT PAYROLL PAYROLL 8972666 Apr 28	526.16		1,871.63
04/29	TRANSFER DEBIT TRANSFER TO CHECKING Apr 29 VIA CBUSOL REFERENCE # 012163	105.24		1,766.39
04/29	TRANSFER DEBIT TRANSFER TO CHECKING Apr 29 VIA CBUSOL REFERENCE # 012210	330.00		1,436.39
04/29	ACH DEBIT LADWP WEB PAY 1875390000 Apr 29	105.00		1,331.39
04/29	ACH DEBIT Payroll Tax 8972666 Apr 29	308.00		1,023.39
04/30	ATM DEPOSIT 16152 NRDHOFF ST, N HILLS, CA		105.44	1,128.83
04/30	ATM DEPOSIT 16152 NRDHOFF ST, N HILLS, CA		994.20	2,123.03
04/30	ATM DEPOSIT 16152 NRDHOFF ST, N HILLS, CA		2,102.75	4,225.78
04/30	DEBIT CARD PURCH Card Ending in 8615 6950NNGW 8615 Apr 30 NORTHSTAR MOVING & ST CHATSWORTH CA 20120	864.00		3,361.78
	Total Debits/Credits	59,826.54	19,606.46	

Checks Paid											
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
2052	04/27	600.00	2655*	04/09	752.60	2657*	04/09	237.46	2659*	04/10	10,717.11
2662*	04/13	700.00	2663	04/13	412.49	2664	04/10	4,082.15	2665	04/14	110.97
2666	04/13	1,000.00	2667	04/15	51.07	2668	04/17	10,775.93	2683*	04/24	4,737.38

* indicates gap in check number sequence

Number Checks Paid: 12

Totaling: \$34,177.16

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

Checking

YOU CAN CALL:

866-513-7802*
 (For Speech and Hearing
 Impaired Customers Only
 TDD: 800-788-0002)

YOU CAN WRITE:

Citibank, N.A.
 P.O. Box 790184
 St Louis, MO 63179

For change in address, call your account officer or visit your branch.

* To ensure quality service, calls are randomly monitored.

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Exhibit 1B

EXHIBIT 15

DOMINIQUE AND MICHELINE ARNOULD
P.O. BOX 1800
STUDIO CITY, CA 91614
TEL: (818) 760-1788

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Business Banking Credit Note operation	DOMINIQUE ARNOULD
COMPANY:	DATE:
Chef exec Suppliers, KKC	4/10/2020
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
866-696-5978	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
702-683-2433	
RE:	YOUR REFERENCE NUMBER:
Credit line Freeze/ Cancellation or removal of Guarantor	

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

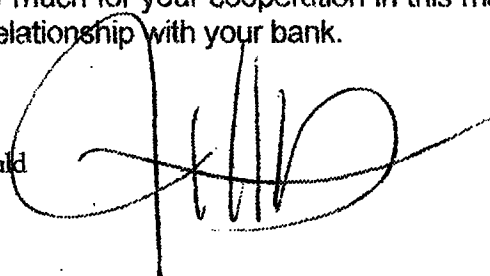
To BUSINESS BANKING CREDIT NOTE OPERATION

This is Dominique Arnould, I am managing partner of Chef Exec Suppliers, LLC. due to current event and the decline in business we at Chef Exec Suppliers are experiencing with the Covid 19 Virus, I am requesting that our credit line (\$ 50 000.00): Account number [REDACTED] of customer number [REDACTED] be immediately frozen until further notice. Furthermore, if it is not possible to freeze said Credit line immediately, I am requesting that I, Dominique Arnould be removed as a personal guarantor of and for this credit line. If any of these previous propositions are not possible, I am requesting that this line of credit # [REDACTED] be closed and cancelled.

My ailing address is: Dominique Arnould P.O. BOX 1800 Studio City, CA 91614 and my call back Phone number is: 702-683-2433

I thank you very much for your cooperation in this matter as it is extremely important to me and our relationship with your bank.

Dominique Arnould



[CLICK HERE AND TYPE RETURN ADDRESS]

EXHIBIT 1B

Citibank N. A.
PO Box 790108
St. Louis, MO 63179-0108



April 14, 2020

Chef Exec Suppliers LLC
PO Box 1800
Studio City, CA 91614

RE: Business Account # [REDACTED]

Dear Client :

Thank you for your recent inquiry concerning the loan referenced above. According to our records, your account has been paid in full and was closed as of 04/13/2020.

If you have any questions, please call the Loan Service Unit at 1-877-528-0990. Hearing or speech impaired customers may call our text telephone service at 1-800-945-0258 (TTY). Representatives are available to assist you Monday-Friday from 6:00 a.m. to 10:00 p.m., CT. You may also access your account information online at www.citibusinessonline.com.

Thank you for banking with Citibank. We appreciate the opportunity to serve you.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Ridgway".

K. Ridgway
CitiBusiness Loan Operations

Calls are randomly monitored and recorded to ensure quality service.

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CITIBANK COMMERCIAL
BUSINESS OPERATIONS
SERVICES
PO BOX 226526
DALLAS TX 75222-6526

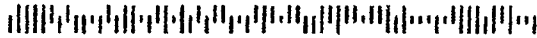
Changes to Your
Credit Limit

Account Ending 

04/14/2020

EXHIBIT 1B

00023497 89 CCC 106 EXT#800 DTF



00025689
0304

CHEF EXEC SUPPLIERS LLC
PO BOX 1800
STUDIO CITY CA 91614-0800

www.citibusiness.com

Dear CHEF EXEC SUPPLIERS LLC,

**Why We're
Writing to You**

The credit limit of your account has been decreased to \$0.00 effective 4/11/2020. You can obtain a written statement for the specific reason(s) for the decrease by writing to us at the address listed above or calling us at the number below within 60 days of the date of this letter.

**How to
Contact Us**

If you have any questions or would like to speak with a representative, Customer Service can be contacted at:

CitiBusiness	1-877-528-0990
CitiBusiness Collect/International	1-210-677-0065
Text Telephone Service (TDD)	1-800-945-0258

We appreciate your business with Citibank and look forward to serving all your future financial needs.

Sincerely,

Commercial Loan Operations

Citibank Client Services provides customer account services for Citibank, N.A.

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Calls are randomly monitored and recorded to ensure quality service.

EXT#800 04/14/2020 23497 0106 A065_105 91614080000 S999

Form G105

Exhibit 1C

EXHIBIT 1C

6:06 PM

CHEF EXEC SUPPLIERS, LLC

05/21/20

Sales by Rep Summary

Accrual Basis

April 2020

	Apr 20
Dominique Arnould	17,899.31
TOTAL	17,899.31

EXHIBIT 1C

CHEF EXEC SUPPLIERS, LLC

Sales by Rep Summary

May 2020

6:07 PM

05/21/20

Accrual Basis

	May 20
Dominique Arnould	20,236.87
Michelle Giffen	2,834.11
TOTAL	23,070.98

Exhibit 1D

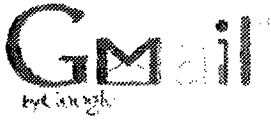


EXHIBIT 1D

Dominique Arnould <dominique@chefexecsuppliers.com>

Bonjour de San Diego

1 message

Michel Malecot <mmalecot@thefrenchgourmet.com>

Fri, May 1, 2020 at 11:24 AM

To: "dominique@chefexecsuppliers.com" <dominique@chefexecsuppliers.com>

J'espere que tu tiens le coup !!!!

Do you still have the crème brule to go containers? And you ship such small order?

Michel Malécot

Chef/Owner
(858) 488-1725 ext. 325

The French Gourmet
960 Turquoise Street
San Diego, CA 92109
www.TheFrenchGourmet.com

Follow @FrenchGourmet on Twitter
Like The French Gourmet on Facebook

 **Pandemicmenu.pdf**
3253K

EXHIBIT ID

CHEF EXEC SUPPLIERS, LLC

5/21/2020 6:00 PM

Register: Checking Chef Exec 5840

From 01/01/2020 through 05/21/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/06/2020	EFT	Paymode-X	Paymode-X Fees		15.20	*		7,090.73
05/06/2020	EFT	CA EDD	Payroll Liabilities	Tax Payment f...	5.76	*		7,084.97
05/06/2020	EFT	IRS	Payroll Liabilities	Tax Payment f...	88.16	*		6,996.81
05/06/2020	2685	Jhohan K. Juarez	Warehouse Supply	Reimb. gas For...	23.55	*		6,973.26
05/12/2020	ATM	Nevada Secretary of ...	-split-	Nevada Busine...	350.00	*		6,623.26
05/12/2020	2686	FOURNIER	Accounts Payable	Invoice V2004...	594.75			6,028.51
05/12/2020	2687	Premier Food Packag...	Accounts Payable	7806	1,410.00			4,618.51
05/13/2020	EFT	Jhohan K. Juarez	-split-	Pay Period: 04/...	862.36	*		3,756.15
05/15/2020	EFT	Arco	CA Expenses:Auto Ex...	Confirmation 1...	220.18	*		3,535.97
05/17/2020			Paypal	Funds Transfer		*	2,497.03	6,033.00
05/18/2020	ATM	Enterprise Car & Tru...	CA Expenses:Delivery ...		108.57	*		5,924.43
05/18/2020	2053	Michelle Giffen	split		1,200.00	*		4,724.43
05/20/2020			-split-	Deposit		*	494.50	5,218.93
05/20/2020	EFT	CA EDD	Payroll Liabilities	Tax Payment f...	9.44	*		5,209.49
05/20/2020	EFT	IRS	Payroll Liabilities	Tax Payment f...	144.40	*		5,065.09
05/20/2020	2054	Sergio Rosales	Warehouse Help		600.00	*		4,465.09
05/21/2020	EFT	UPS Freight	Accounts Payable	Invoice 885777...	487.28			3,977.81
05/21/2020	EFT	French Food Exports	Accounts Payable	Invoice MIS 20...	809.83			3,167.98
05/21/2020	2688	AAA FOOD SOURC...	Due to/from AAA Foo...	Reimburs. sold ...	57.96			3,110.02

EXHIBIT 11

<

EXHIBIT 12

CK 2053

5/18/2020

Michelle Matson

**1,200.00

One Thousand Two Hundred and 00/100*****

Michelle Giffen
1403 9th St
Las Vegas, NV 89104

Michelle Matson

5/18/2020

1,100.00
100.00

Checking Chef Exec 5

1,200.00

Michelle Matson

5/18/2020

1,100.00
100.00

Checking Chef Exec 5

1,200.00

Exhibit 1E

EXHIBIT 1E

6:14 PM

05/21/20

CHEF EXEC SUPPLIERS, LLC
Vendor QuickReport
 December 1, 2019 through May 21, 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
Naomi Inoue							
Check	01/15/2020	EFT		Checking Chef Exec...	X	Commissions	-1,000.00
Check	02/04/2020	2624	Dec'19 gas re...	Checking Chef Exec...	X	Fuel	-191.16
Check	02/13/2020	2641	January 2019	Checking Chef Exec...	X	Commission E...	-1,000.00
Bill	03/03/2020	Jan'20...	Jan'20 gas	Accounts Payable		Fuel	-151.81
Bill Pmt -Check	03/03/2020	2650	Jan'20 gas	Checking Chef Exec...	X	Accounts Paya...	-151.81
Check	04/08/2020	2666	Mar'20	Checking Chef Exec...	X	Commission E...	-1,000.00

Exhibit 1F

Compose

Inbox 120

Starred

Snoozed

Sent

Drafts 1

 A INV SENT TO SE... 89

 ARTIGIAN CARTA

 BOXELYTE

 BRIAN BENNINGTON

 C E S INSURANCE


 CLIENTS INSURA... 1

Meet New

Start a meeting

Join a meeting

Chat

 Dominique +

CONFIDENTIAL

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From: Dominique Arnould <dominique@chefexecsuppliers.com>

Sent: Wednesday, May 20, 2020 4:46 PM

To: Brian Bennington <benningtoncpa@hotmail.com>

Subject: Re: Chef Exec Suppliers

Hello Brian

At this time and because of the worldwide pandemic and the poor economic conditions in California Taxes (\$7166.00) and a distribution to me of the same amount. In conclusion, I think it will be wise to tell Clement to Pay his own California Taxes.

Sincerely

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
AAA FOOD SOURCE, INC
Wines of the World.com
702-683-2433

On Tue, May 19, 2020 at 3:22 PM Brian Bennington <benningtoncpa@hotmail.com>

Hi Dominique,

It was pointed out to me that you don't want Chef Exec Suppliers to pay the California Taxes.

Consistent with prior years, the company should pay that and

Compose

Inbox 120

Starred

Snoozed

Sent

Drafts 1

A INV SENT TO SE... 89

ARTIGIAN CARTA

BOXELYTE

BRIAN BENNINGTON

C E S INSURANCE

CLIENTS INSURA... 1

Meet New

Start a meeting

Join a meeting

Chat



Dominique

Chef Exec Suppliers Inbox x

Brian Bennington

to me, CLEMENT

Hi Dominique,

It was pointed out to me that you don't want Chef Exec Supplier

Consistent with prior years, the company should pay that and to

This should be done as soon as possible as well.

Please let me know if you have any questions.

Thank you.

Brian Bennington, CPA
Bennington & Associates, Ltd.
2620 Regatta Drive, Suite 102
Las Vegas, NV 89128
(702) 240-5200
(702) 240-5300 Fax

IRS CIRCULAR 230 NOTICE: To ensure compliance with requiremen

Exhibit 1G

OUR NEW ADDRESS: 16742 STAGG STREET #105 VAN NUYS CA 91406

CODE	DESCRIPTION	QTY		
-NDB02TC	MINI PYRAMID 23X23X42H 600/CS CLEAR	0	CS	
-C003TC	MINI MARTINI GLASS	0	CS	
-C002TC	MINI CUBE GLASS	0	CS	
-LIL8B	RECT GOLD TRAY	20	CS	
-VR66TC	TEAR SPOON TRANSP CLEAR	0	CS	
-VR66NR	TEAR SPOON TRANSP BLACK	0	CS	
WP9001	DISPENSER DELUXE 1/BOX	0	CS	
-NDB02TC	MINI PYRAMID TRANSP CLEAR	0	CS	
-VR5050TC	MINI MAC & CHEESE DISH TRANS. CLEAR 574/CS	0	CS	
-EP8CTC	SMALL GLASS TRANSP CLEAR	20	CS	
-EPS100TC	SPHERE TRANS CLEAR 576/CS	20	CS	
A-052539CR	CAMELIA CUP LARGE CRYSTAL CLEAR		CS	
A-052535CR	CAMELIA CUP SMALL CRYSTAL 720/CS TULIPE		CS	
-LIL8B	RECTANGULAR GOLD TRAYS		CS	
I-VR27TC	CHINESE SPOON CURVED TRANS CRYST 20 X 100/CS		CS	
A-052330NR	MINI SPOON BLACK 500/BG		PCKS	
A-052330TC	MINI SPOONS CRYSTAL 500/CS		PCKS	
A-052332NR	MINI FORKS BLACK 500/BG		PCKS	
A-052332TC	MINI FORKS CRYSTAL 500/CS		PCKS	
A-052332TG	MINI FORKS GREEN 500/CS		PCKS	
-VR133TC	BRIOCHE MOLD CUP TRANS CRYST 1152/CS		CS	
M-VR133LTC	LARGE BRIOCHE MOLD CUP 24 X 48/CS		CS	
-DB06TG	CUBIC WAVE TRANSP GREEN	12	CS	
A-052401NR	CARRE 60 BLACK L 60 X L 60 X H .14mm 720/CS		EA	
A-052401TC	CARRE 60 CRYSTAL L.60 x L.60 x H.14 mm 720/CS		EA	
A-052401TG	CARRE 60 TRANSP GREEN L.60 x L.60 x H.14 mm 720		EA	
1-RA1129TC	BOWL BASE & LID TRNSP CRSTAL 20 X 12/CS	20	CS	
			CS	
DELIVER TO Las Vegas	TRI EDGES CUP	19	CS	
FROM V.N.	FANFAN CLEAR	15	CS	

Exhibit 1H

EXHIBIT 1H
CHEF EXEC SUPPLIERS, LLC
Sales by Item Summary
January 1 through May 21, 2020

8:22 PM

05/21/20

Accrual Basis

Jan 1 - May 21, 20				
	Qty	Amount	% of Sales	Avg Price
Inventory				
AC-LIL8B (RECTANGULAR GOLD TRAYS 310mm X 410mm 12" X 16" 80/cs)	37	1,575.05	7.2%	42.57
M-EP8CTC (SMALL GLASS 70ml 61X50X35 TRANS CLEAR 600/CS)	33	2,044.25	9.3%	61.95
M-EPS100TC (SPHERE TRANS CLEAR 576/CS)	99	14,826.24	67.4%	149.76
M-RA1129TC (BOWL BASE & LID TRANSPARENT CRYSTAL 20 X 12/CS (10 x 5.9 x 4.5)cm)	42	3,553.20	16.2%	84.60
Total Inventory	211.00	21,998.74	100.0%	104.26
TOTAL	211	21,998.74	100.0%	104.26

EXHIBIT 1H

8:22 PM

05/21/20

Accrual Basis

CHEF EXEC SUPPLIERS, LLC

Sales by Item Summary

January 1 through May 21, 2020

	Jan 1 - May 21, 20			
	COGS	Avg COGS	Gross Margin	Gross Margin %
Inventory				
AC-LIL8B (RECTANGULAR GOLD TRAYS 310mm X 410mm 12" X 16" 80/cs)	789.78	21.35	785.27	49.9%
M-EP8CTC (SMALL GLASS 70ml 61X50X35 TRANS CLEAR 600/CS)	537.11	16.28	1,507.14	73.7%
M-EPS100TC (SPHERE TRANS CLEAR 576/CS)	3,991.68	40.32	10,834.56	73.1%
M-RA1129TC (BOWL BASE & LID TRANSPARENT CRYSTAL 20 X 12/CS (10 x 5.9 x 4.5)cm)	674.35	16.06	2,878.85	81.0%
Total Inventory	5,992.92	28.40	16,005.82	72.8%
TOTAL		28.40		

Exhibit 1I

EXHIBIT 11

WELLS FARGO**BUSINESS
CHECKING**

Account



Routing Numbers

\$5,000.00
Available balance

Activity Summary

Ending collected balance as of 05/11/20	\$36,166.20
Current posted balance	\$36,166.20
Pending withdrawals/debits	\$0.00
Pending deposits/credits	\$0.00
Deposits not available for withdrawal Details	-\$31,166.20
Available balance	\$5,000.00

Routing numbers

Activity

The Available Balance shown above reflects the most up-to-date information available on your account. The balances shown below next to the last transaction of each day do not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when the transaction posted. If you had insufficient available funds when the transaction posted to your account, fees may have been assessed.

First
Previous
Next

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
Pending Transactions				
No pending transactions to view.				
Posted Transactions				
05/08/20	DEPOSIT	\$36,166.20		\$36,166.20
Totals		\$36,166.20	\$0.00	

Back to top

First
Previous
Next

***Account Disclosures**

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Equal Housing Lender

WELLS FARGO**EXHIBIT 1 I****BUSINESS
CHECKING**

Account

.. [REDACTED]

Routing Numbers

\$36,885.66

Available balance

Activity Summary

Ending collected balance as of 05/18/20**\$32,655.66****Current posted balance****\$36,885.66****Pending withdrawals/debits****\$0.00****Pending deposits/credits****\$0.00****Available balance****\$36,885.66**

Routing numbers

Activity

The Available Balance shown above reflects the most up-to-date information available on your account. The balances shown below next to the last transaction of each day do not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when the transaction posted. If you had insufficient available funds when the transaction posted to your account, fees may have been assessed.

First

Previous

Next

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
Pending Transactions				
No pending transactions to view.				
Posted Transactions				
05/18/20	MOBILE DEPOSIT : REF NUMBER :318160662114	\$1,276.75		\$36,885.66
05/18/20	MOBILE DEPOSIT : REF NUMBER :518160662397	\$1,223.70		
05/18/20	MOBILE DEPOSIT : REF NUMBER :618160662461	\$1,044.10		
05/18/20	MOBILE DEPOSIT : REF NUMBER :418160662075	\$687.10		
Totals		\$42,062.85	\$5,177.19	

EXHIBIT 11

Date	Description	Deposits/Credits	Withdrawals/Debits	Ending Daily Balance
05/14/20	BUSINESS TO BUSINESS ACH TEMPUS INC DD051320 81998 TMP- USA-DEAL-0398777		\$3,500.19	\$32,654.01
05/13/20	MOBILE DEPOSIT : REF NUMBER :522120218626	\$1,665.00		\$36,154.20
05/12/20	DEPOSITED ITEM RETN UNPAID - PAPER 200512		\$1,665.00	\$34,489.20
05/12/20	CASHED/DEPOSITED ITEM RETN UNPAID FEE		\$12.00	
05/08/20	DEPOSIT	\$36,166.20		\$36,166.20
Totals		\$42,062.85	\$5,177.19	

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[First](#)
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[Next](#)

***Account Disclosures**

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.












 Equal Housing Lender

Exhibit 1J

REFERENCE	REFERENCE	PICTURE	COLOR	DESCRIPTION	UNIT PER BAGS	BAGS PER CASE	UNIT PER CASE	CTNS	TOTAL PCS	FOB YANGZHOU (USD)	TOTAL AMOUNT (USD)
CHEF EXEC	LPM		颜色		数量/包	包/箱	数量/箱	箱数	总数量		
LPM-20130TC			Transparent/透明	MINI WHISKY SHOT GLASS	24	24	576	200	115200	\$0.0341	\$3,928
LPM-20580TC			Transparent	Medium 3 Edge	20	50	1000	100	100000	\$0.0210	\$2,100
LPM-20140TC	大肚杯		Transparent/透明	RHUM SHOT GLASS TRANSPARENT CRYSTAL	24	24	576	480	276480	\$0.0341	\$9,428
M-VR61TC	新方缸		Transparent/透明	MINI CUBE	24	25	600	160	96000	\$0.0210	\$2,016
SC-NDB01TC	新小酒杯		Transparent/透明	MINI ROUND GLASS	25	40	1000	95	95000	\$0.0180	\$1,710
PLA-052505TC			Transparent	ribbon	20	15	300	100	30000	\$0.0242	\$726
PLA-052438NR			BLACK黑色	ASIAN CUP BLACK	24	25	600	80	48000	\$0.0261	\$1,253
M-VR73TC	长斜口		Transparent/透明	ROUND SLANTED CUPS	12	50	600	140	84000	\$0.0350	\$2,940
PLA-052530TC	50180		TRANSPARENT	FANFAN TRANSPARENT CLEAR	24	36	864	135	116640	\$0.0180	\$2,100

PLA-052539CR			TRANSPAREN T	LARGE CAMELIA	24	30	720	100	72000	\$0.0240	\$1,728
Total								1590	1033320		27928.608

Time of Delivery		
Bank Name		CHINA CONSTRUCTION BANK,YANGZHOU BRANCH
Address		NO.398 WENCHANG MIDDLE ROAD,YANGZHOU, JIANGSU, CHINA
Swift Code		PCBCCNBJSY
Beneficiary		YANGZHOU LINGHAI PLASTIC MANUFACTURING CO.,LTD.
A/C NO.:		32014251900220104186

ADDITIONAL DETAILS		
Country of Origin		CHINA

EXHIBIT 11

Exhibit 1K



EXHIBIT 1K.

Dominique Arnould <dominique@chefexecsuppliers.com>

Container pending # CE00122

Dominique Arnould <dominique@chefexecsuppliers.com>

Thu, May 14, 2020 at 4:48 PM

To: Michael chu 86- 13817861838 <zilongplastic1979@163.com>, Eric Hui <eric@lihioplastics.com>

Bcc: acalaway@maclaw.com, Phillip Aurbach <psa@maclaw.com>, victorgreen <victorgreen@talk21.com>

Hello Michael and Eric

We sent a deposit of \$9000.00 for an order with your company on January 22 2020.

Your invoice # CE00122, since I have not received any communications or confirmations from your company or you regarding this order even when it was ordered:

Could you please let me know if this order has been manufactured, if the container is ready to be shipped.

And when you will need the balance of your invoice to be paid?

Please let me know as soon as possible

Sincerely

Dominique Arnould

Managing Partner

Chef Exec Suppliers, LLC

AAA FOOD SOURCE, INC

Wines of the World.com

702-683-2433



EXHIBIT 11C

Dominique Arnould <dominique@chefexecsuppliers.com>

Container pending # CE00122

Eric Hui <eric@lihiplastics.com>

Fri, May 15, 2020 at 7:42 AM

To: Dominique Arnould <dominique@chefexecsuppliers.com>, zilongplastic1979 <zilongplastic1979@163.com>, cmuney <cmuney@cox.net>

Hello Dominique,

As per my email from January 22th to you and Clement, the estimate delivery time was approx begining of March. With the Covid 19 we were closed about 6 weeks in China as you may know. I have emailed Clement who is placing your orders few weeks ago that we are ready to ship your container. I have asked him to arrange payment of the balance of payment so we can send the container.

Thanks

Eric Hui |
T: (+86) 51486562099 | E: eric@lihiplastics.com
F: (+86) 51486562099 | M: (+86) 13810692680
LINGHAI PLASTIC MANUFACTURING CO.,LTD.
NO.3 ROAD, YILING, INDUSTRIAL ZONE JIANGDU DIST,
YANGZHOU CITY, JIANGSHU PROVINCE, CHINA

Original

From: "Dominique Arnould" <dominique@chefexecsuppliers.com>;
Date: Fri, May 15, 2020 07:48 AM
To: "zilongplastic1979" <zilongplastic1979@163.com>; "Eric Hui" <eric@lihiplastics.com>;
Subject: Container pending # CE00122

[Quoted text hidden]

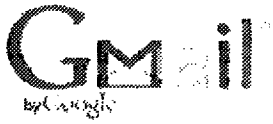


EXHIBIT 1K

Dominique Arnould <dominique@chefexecsuppliers.com>

Container pending # CE00122

Dominique Arnould <dominique@chefexecsuppliers.com>

Fri, May 15, 2020 at 10:28 AM

To: Eric Hui <eric@lihioplastics.com>

Bcc: acalaway@maclaw.com, Phillip Aurbach <psa@maclaw.com>, victorgreen <victorgreen@talk21.com>

Hello Eric

Thank you for your prompt response, I hope you and your colleagues are in good health and safe.

As I have not received any communications or documents for this shipment, the transfer for the payment of this container has not been made.

In the past I always received and was in copy of all documents and communications regarding any business regarding Chef Exec Suppliers, LLC.

I am not sure why that changed, but for future orders and general business with Chef Exec Suppliers, please make sure I am in copy of all communications and any business done with our company.

As for the pending order I need to receive the bill of lading, invoice, packing list and any documents related to this shipment in order to be able to transfer

the funds to your account. Also, please let me know of the date of departure and an ETA Long Beach. The documents need to be sent to our Broker Fernando Crow

of Coppersmith as it was done in the past. If you need the contact information for Fernando, please let me know.

In the meantime, please also send your bank information for the transfer.

Sincerely,

Dominique Arnould
Managing Partner
Chef Exec Suppliers, LLC
702-683-2433

[Quoted text hidden]

--

Exhibit 1L

12:01 AM

05/22/20

CHEF EXEC SUPPLIERS, LLC
Inventory Valuation Summary
 As of May 21, 2020

	On Hand	Avg Cost	Asset Value
Inventory			
LPM-20130TC (WHISKEY SHOT GLASS TRANSP CRYSTAL 24 X 24/CS (20130))	222	19.64	4,359.44
LPM-20140TC (RHUM SHOT GLASS TRANSP CRYSTAL 24 X 24/CS (20140))	589	19.64	11,568.79
LPM-20680TC (TRI EDGES CUP MEDIUM TRANSP CRYSTAL 50 X 20/CS (20680))	25	21.00	525.00
M-VR61TC (MINI CUBE TRANSPARENT CRYSTAL 600/CS (VR61TC))	568	12.60	7,158.40
M-VR73TC (ROUND SLANTED CUP TRANSP CRYST 600/CS)	444	21.00	9,323.94
PLA-052438NR (ASIAN CUP BLACK Ø. 70 x H. 35 mm ± 8,5 cl 600/CS)	218	15.66	3,413.88
PLA-052505TC (GLASS RIBBON CRYSTAL 300/CS)	11	7.26	79.86
PLA-052530TC (FANFAN GLASS CRYSTAL 6 cl Ø.50 x H.45mm 864/CS)	62	19.66	1,219.02
PLA-052539CR (CAMELIA CUP LARGE CRYSTAL CLEAR 720/CS)	61	17.28	1,054.08
SC-NDB01TC (ROUND SHOT GLASS CLEAR 42X56H 1000/CS)	133	18.39	2,445.64
Total Inventory	2,333		41,148.05
TOTAL	2,333		41,148.05

NEW ORDER

EXHIBIT 1

12:21 AM

05/22/20

Accrual Basis

CHEF EXEC SUPPLIERS, LLC

Sales by Item Summary

May 21, 2019 through May 22, 2020

May 21, '19 - May 22, 20							
	Qty	Amount	% of ...	Avg ...	COGS	Avg...	Gross Ma... Gros...
Inventory							
LPM-20130TC (WHISKEY SHOT GLASS TRANSP CRYSTAL 24 X 24/CS)	278	27,060.52	10.7%	97.34	5,458.46	19.63	21,602.06 79.8%
LPM-20140TC (RHUM SHOT GLASS TRANSP CRYSTAL 24 X 24/CS)	810	78,845.40	31.2%	97.34	15,909.17	19.64	62,936.23 79.8%
LPM-20680TC (TRI EDGES CUP MEDIUM TRANSP CRYSTAL 50 X 20/CS)	47	4,935.00	2.0%	105.00	987.00	21.00	3,948.00 80.0%
M-VR61TC (MINI CUBE TRANSPARENT CRYSTAL 600/CS)	1,028	61,729.56	24.4%	60.05	12,963.51	12.61	48,766.05 79.0%
M-VR73TC (ROUND SLANTED CUP TRANSPCRYST 600/CS)	404	30,147.47	11.9%	74.62	8,484.00	21.00	21,663.47 71.9%
PLA-052438NR (ASIAN CUP BLACK Ø. 70 x H. 35 mm ± 8,5 cl 600/CS)	167	9,519.00	3.8%	57.00	2,615.22	15.66	6,903.78 72.5%
PLA-052505TC (GLASS RIBBON CRYSTAL 300/CS)	53	2,368.57	0.9%	44.69	384.78	7.26	1,983.79 83.8%
PLA-052530TC (FANFAN GLASS CRYSTAL 6 cl Ø.50 x H.45mm 864/CS)	120	15,450.00	6.1%	128.75	2,359.43	19.66	13,090.57 84.7%
PLA-052539CR (CAMELIA CUP LARGE CRYSTAL CLEAR 720/CS)	74	8,873.82	3.5%	119.92	1,278.72	17.28	7,595.10 85.6%
SC-NDB01TC (ROUND SHOT GLASS CLEAR 42X56H 1000/CS)	181	13,575.00	5.4%	75.00	3,426.64	18.93	10,148.36 74.8%
Total Inventory	3,162.00	252,504.34	100.0%	79.86	53,866.93	17.04	198,637.41 78.7%
TOTAL	3,162	252,504.34	100.0%	79.86		17.04	

EXHIBIT 1

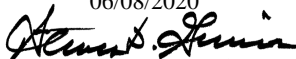
05/22/20
Accrual Basis

CHIEF EXECUTIVE OFFICERS, LLC
Sales by Item Summary
May 21, 2019 through May 22, 2020

May 21, '19 - May 22, 20							
	Qty on hand	Monthly sales	months of inventory	New order	new order month of inventory	total inventory with new order	total months of inventory with new order
Inventory							
LPM-20130TC (WHISKEY SHOT GLASS TRANSP CRYSTAL 24 X 24/CS)	278	23	12	200	9	478	21
LPM-20140TC (RHUM SHOT GLASS TRANSP CRYSTAL 24 X 24/CS)	810	68	12	480	7	1,290	19
LPM-20680TC (TRI EDGES CUP MEDIUM TRANSP CRYSTAL 50 X 20/CS)	47	4	12	100	26	147	38
M-VR61TC (MINI CUBE TRANSPARENT CRYSTAL 600/CS)	1,028	86	12	160	2	1,188	14
M-VR73TC (ROUND SLANTED CUP TRANSPCRYST 600/CS)	404	34	12	140	4	544	16
PLA-052438NR (ASIAN CUP BLACK Ø. 70 x H. 35 mm ± 8,5 cl 600/CS)	167	14	12	80	6	247	18
PLA-052505TC (GLASS RIBBON CRYSTAL 300/CS)	53	4	12	100	23	153	35
PLA-052530TC (FANFAN GLASS CRYSTAL 6 cl Ø.50 x H.45mm 864/CS)	120	10	12	135	14	255	26
PLA-052539CR (CAMELIA CUP LARGE CRYSTAL CLEAR 720/CS)	74	6	12	100	16	174	28
SC-NDB01TC (ROUND SHOT GLASS CLEAR 42X56H 1000/CS)	181	15	12	95	6	276	18

EXHIBIT 1L

Exhibit H



CLERK OF THE COURT

ORDR

Marquis Aurbach Coffing

Phillip S. Aurbach, Esq.

Nevada Bar No. 1501

Alexander K. Calaway, Esq.

Nevada Bar No. 15188

10001 Park Run Dr.

Las Vegas, NV 89145

Telephone: (702) 382-0711

Facsimile: (702) 382-5816

paurbach@maclaw.com

acalaway@maclaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff,

vs.

CLEMENT MUNY; CHEF EXEC

SUPPLIERS, LLC; and DOES I through X,
inclusive; and ROE CORPORATIONS I through
X, inclusive,

Defendants,

And related counterclaims.

Case No.: A-19-803488-B

Dept. No.: 27

ORDER

This matter came before the Court on May 22, 2020 at 1:00pm, regarding the Defendants' Amended Application for Temporary Restraining Order, Plaintiff's Counter-Motion to Vacate Temporary Restraining Order, Plaintiff's Motion for Appointment of Trustee, and Defendants' Counter-Motion for Enforcement of Settlement Agreement.

Having reviewed the papers and pleadings on file herein, arguments of counsel at the time of the above identified hearing, being fully advised on the matter, and with good cause appearing therefore the Court finds and decides the following:

FINDINGS OF FACT

1. Chef Exec Suppliers LLC (the "Company") is owned in equal shares by Plaintiff Dominique Arnould ("Arnould") and Defendant Clement Muney ("Muney") (hereinafter collectively referred to as the "Parities").

2. The Company operates in Nevada and California and it sells its products to restaurants, caterers, resorts, hotels, casinos, and others (“Customers”).

3. On December 10, 2020, Arnould filed a Motion for Appointment of Trustee (“Motion for Receiver”) requesting that a receiver be appointed to wind down the Company.

4. On February 7, 2020, Arnould and Muney attended a settlement conference held by Judge Williams, wherein the Parties entered into a Memorandum of Material Terms of Agreement (“Memo”).

5. The terms of the Memo were, among other things, that:

a. Arnould would buy-out Muney’s interest in the Company for a purchase price of \$700,000 (“Purchase Price”);

b. a “final agreement [would] be drafted at a later time;”

c. the entire Memo “shall be contingent upon . . . Dominique Arnould being able to obtain financing sufficient to allow him to pay the purchase price of the Sale;”

d. that Arnould would “be required to use good faith towards seeking to obtain such financing from all reasonable sources” sufficient for him to pay the entire purchase price.

6. After February 7, 2020, Arnould made reasonable efforts to obtain financing from multiple lenders, but he was formally and informally denied and rejected by the lenders for the financing unless he offered outside collateral, which was not required by the express terms set forth in the Memo.¹

7. Whether Arnould’s financing efforts were reasonable would ordinarily be a question of fact but for the intervening COVID-19 pandemic (“Pandemic”). However, the Court takes Judicial Notice that on March 12, 2020, the Nevada Governor, Steve Sisolak, declared a state of emergency in response to the Pandemic and required the closure of non-essential businesses, many of which included the Company’s Customers.

¹ Declaration in Support of Opposition to Defendants’ Counter-Motion to Enforce Settlement Agreement, at ¶¶6-16, on file herein.

1 8. The Court additionally takes Judicial Notice that the pandemic had a severe and
2 detrimental impact on the value of the Company and the ability of either Party to perform and
3 receive the bargained for consideration under the Memo.

4 9. It is undisputed that the Pandemic was an unforeseen event that was not and could
5 not have been foreseen by either Party to the Memo. It is unclear how long these detrimental
6 impacts and impediments will continue.

7 10. On March 20, 2020, Defendants filed their Counter-Motion for Enforcement of
8 Settlement Agreement (“Motion for Enforcement”), requesting this Court “reduce the [Memo] to
9 judgment by its existing terms, and conclude the present litigation.”

10 11. On May 20, 2020, Defendants filed their Amended Application for Temporary
11 Restraining Order and Preliminary Injunction (“Application”) under NRCP 65, alleging among
12 other things, that injunctive relief is necessary to avoid irreparable harm to the Company.

13 12. The Application renewed the issues set forth in Defendants’ Motion for
14 Enforcement.

15 13. The Application included an affidavit of Clement Muney that averred, among other
16 things, that irreparable harm and immediate injury to the Company was imminent.

17 14. The Application did not, however, include a certification by the movant’s attorney
18 in writing of the efforts made to give notice and the reasons why it should not be required as set
19 forth in NRCP 65(b)(1)(B). While there is evidence of some communications between counsel
20 regarding the threat of an injunction, there was no certification by counsel in its Application per
21 the NRCP 65(b)(1)(B).

22 15. Based on Defendant’s Application, the Court issued a Temporary Restraining
23 Order and set a hearing for May 22, 2020 to consider fully consider the Application’s merits.

24 16. Plaintiff opposed the Application and disputed the Application’s claims of
25 irreparable harm and immediate injury to the Company by providing evidence of the lack of
26 irreparable harm and immediate injury because damages were an adequate remedy. Plaintiff also
27 raised the aforementioned procedural issue under NRCP 65(b)(1)(B).
28

19. Neither Party trusts the other to with the assets or operations of the Company. Thus, a receiver with limited powers would allow the expenditures and dealings of the Company to be overseen by a neutral third-party without impeding the Company's ability to carry on its business.

5. Injunctive relief is not warranted here because: (1) irreparable harm and immediate injury is not present because damages are an adequate remedy; (2) the party seeking injunctive

1 relief is not likely to prevail on the merits of its alleged conversion claim; (3) the relative interests
2 of the parties weights against injunctive relief; and (4) public policy does not favor injunctive
3 relief.

4 6. In addition, Defendants' Application for injunctive relief failed to provide the
5 notice and reasoning required by NRCP 65(b)(1)(B).

6 **ORDER**

7 Based upon a full review of the pleadings, evidence, oral arguments of counsel, findings,
8 conclusions of law and the powers of the Court:

- 9 1. It is ordered that the Defendants' Amended Application for Temporary Restraining
10 Order is hereby DENIED.
- 11 2. It is further ordered that Defendants' previously filed Counter-Motion for Enforcement
12 of Settlement Agreement is hereby DENIED.
- 13 3. It is further ordered that Plaintiff's Motion to Vacate Temporary Restraining Order is
14 GRANTED and the Temporary Restraining Order entered on May 20, 2020 is hereby
15 VACATED.
- 16 4. It is further ordered that Plaintiff's Motion for Appointment of Trustee or Receiver is
17 GRANTED to the extent that a receiver ("Receiver") with limited powers as defined
18 below ("Limited Powers").
- 19 5. It is further ordered that the Receiver's role will be to supervise the operations of the
20 Company in consultation with Arnould and Muney, to allow them to continue
21 operations of the Company, and prepare a report about the viability of the Company.
- 22 6. Pursuant to these Limited Powers, it is further ordered:
- 23 a. The Parties shall grant the Receiver full access to bank accounts, accounts
24 receivable and payable, customers' orders and suppliers' purchases, as well as
25 agreeing to respond in good faith to provide truthful answers and responses to
26 any questioning or requests for information from the receiver;
- 27 b. The Receiver shall obtain agreement from the Parties with respect to all
28 payments to landlords, suppliers, employees, and independent contractors;

- c. The Parties shall consult with the Receiver regarding all purchases of new inventory to ensure there is a need for the products, bearing in mind the downturn in business and the restriction on Company funds;
- d. The Receiver will attempt to obtain agreement of the Parties in respect of the operation of the business;
- e. In the event of a disagreement between the Parties, the Receiver will note any disagreement between the Parties in his report;
- f. The Receiver will have authority to communicate directly with the Court if necessary, after which such communications with the Court will be disclosed to the parties via minute order;
- g. Either Party or their attorney may communicate with the Receiver directly;
- h. The Receiver will have the power to recommend the transfer funds between accounts for legitimate company purposes; and
- i. The Parties will be required to report to the Receiver any removal of Company inventory or other Company items or individual items from the Company warehouses. If the removal is to fulfill sales, copies of the documents showing which customer ordered what product and the terms of payment will suffice. The Parties will also be required to justify any charges on Company credit cards or accounts;

7. It is further ordered that the Receiver will be a person either stipulated to by Arnould and Muney, or if no agreement can be reached, then a person chosen by this Court.
8. It is further ordered that once a Receiver is appointed, the Receiver will be compensated by Muney and Arnould each paying ½ of his estimated fees within 10 days of each of the Receiver's request.

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9. It is further ordered that the Receiver who be appointed will be:

Dated this ____ day of _____, 2020.

Dated this 8th day of June, 2020

Nancy L. Alf
DISTRICT COURT JUDGE

Respectfully Submitted by:

158 CF4 77DE 0484
Nancy Alf

MARQUIS AURBACH COFFING

By: /s/ Alexander K. Calaway

Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar. No. 15188
10001 Park Run Drive
Las Vegas, Nevada, 89145
*Attorneys for Plaintiffs/Counter-
Defendants*

Approved as to form

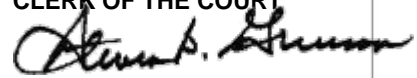
Dated this 4 day of June, 2020

KERN LAW LTD.

By: /s/ Robert Kern Esq.

Robert Kern, Esq.
Nevada Bar No. 10104
601 S. 6th St.
Las Vegas, Nevada 89101

Exhibit I



1 **Marquis Aurbach Coffing**
 2 Phillip S. Aurbach, Esq.
 3 Nevada Bar No. 1501
 4 Alexander K. Calaway, Esq.
 5 Nevada Bar No. 15188
 6 10001 Park Run Dr.
 7 Las Vegas, NV 89145
 8 Telephone: (702) 382-0711
 9 Facsimile: (702) 382-5816
 10 paurbach@maclaw.com
 11 acalaway@maclaw.com
 12 *Attorneys for Plaintiff*

DISTRICT COURT**CLARK COUNTY, NEVADA**

DOMINIQUE ARNOULD,

Plaintiff,

vs.

12 CLEMENT MUNEY; CHEF EXEC
 13 SUPPLIERS, LLC; and DOES I through X,
 14 inclusive; and ROE CORPORATIONS I through
 15 X, inclusive,

Defendants,

And related counterclaims.

Case No.: A-19-803488-B
 Dept. No.: 27

HEARING REQUESTED**PLAINTIFF'S MOTION TO SELECT RECEIVER**

18 Plaintiff DOMINIQUE ARNOULD (hereinafter "Plaintiff" or "Arnould"), by and through
 19 his attorneys, Marquis Aurbach Coffing, hereby files his Motion to Select Receiver to the Court.

Dated this 5th day of June, 2020.

MARQUIS AURBACH COFFING

22 By /s/ Phillip S. Aurbach
 23 Phillip S. Aurbach, Esq.
 24 Nevada Bar No. 1501
 25 Alexander K. Calaway, Esq.
 26 Nevada Bar No. 15188
 27 *Attorneys for Plaintiff*

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MEMORANDUM OF POINTS AND AUTHORITIES.**I. BACKGROUND.**

The Parties came before this Court via virtual hearing on Friday May 22, 2020. The Court heard oral argument regarding, among other things, appointment of a receiver with limited powers ("Receiver") to observe the business affairs of Defendant Chef Exec Suppliers, LLC (the "Company"). The Court instructed that Plaintiff and Defendant Clement Muney ("Muney" or "Defendant") to select the Receiver by agreement or request the Court to select the Receiver. Unfortunately, the Parties have been unable to agree on who to select as a Receiver, and as such, Plaintiff provides the Court with the receiver candidates discussed between the parties. Therefore, Plaintiff respectfully requests this Court select among the candidates proposed herein.

II. LEGAL STANDARD.

Under NRS Chapter 86, *et seq*, a court may appoint a receiver to manage designated aspects of a limited liability company. Receivers so appointed have, among the other powers, all the functions, Powers, tenure and duties afforded by the court. *See* NRS 86.5415(5); *see also* NRS 86.5417. If the court finds it appropriate, a receiver may also take full possession and control of the company's assets. *See* NRS 86.5418.

III. THE RECEIVER CANDIDATES.**A. PLAINTIFF'S CANDIDATES.**

Plaintiff has provided Defendants with two (2) suggestions for a Receiver: Larry Bertsch, CPA, CFF ("Bertsch"); and Brian D. Shapiro, Esq ("Shapiro").

1. Larry Bertsch, CPA, CFF as a Receiver.

Mr. Bertsch is Plaintiff's first choice. Mr. Bertsch is the managing partner of an accounting firm here in Las Vegas, Nevada. *See Exhibit A*, attached hereto. He has had extensive experience as a Chapter 11 Trustee, Chapter 7 Operating Trustee, Special Master, Liquidating Trustee, and state-court appointed receiver. *See Exhibit B*, at p. 2, attached hereto. Notably Bertsch has been appointed as a receiver in state court over three dozen times in various partnership and ownership disputes. *Id.* at pgs. 2-3. Mr. Bertsch has also served as an expert witness in dozens of partnership

1 disputes, accounting disputes, and collection matters in both Nevada state and federal court. *Id.* at
2 p. 5. Mr. Bertsch's rates vary depending on the matter, however, his fees range from \$255-
3 \$395/hour. *See Exhibit C.*

4 Here, Mr. Bertsch is Plaintiff's first choice because his costs are more reasonable than
5 others, and he has decades of experience in serving as an appointed receiver. Also, Plaintiff
6 believes that if the limited powers of the receiver are expanded to a full receiver or a liquidating
7 receiver under NRS Chapter 86, 5418, he also has apt experience in that arena. Mr. Bertsch's fees
8 are also lower than other suggestions made by Defendants.

9 **2. Brian D. Shapiro, Esq. as a Receiver.**

10 Mr. Shapiro is Plaintiff's second choice. Mr. Shapiro has over 19 years of experience, as a
11 licensed attorney in California and Nevada. *See Exhibit D*, attached hereto. Mr. Shapiro is
12 currently a United States Bankruptcy Trustee within the District of Nevada, a mediator and
13 arbitrator for the State Bar of Nevada, a former board member of the Southern Nevada Association
14 of Bankruptcy Attorneys, a founding member of the pro bono bankruptcy panel for the United
15 States Bankruptcy Court, District of Nevada, a volunteer for the Boyd School of Law at the
16 University of Nevada Las Vegas, the creator of Financial Education for Elementary Students and
17 a highly respected attorney in Las Vegas, Nevada. *See id.*

18 Mr. Shapiro is Plaintiff's second choice due to his experience as a Chapter 11 & 7
19 bankruptcy trustee. Mr. Shapiro's bankruptcy experience includes learning about the businesses
20 he is appointed to oversee in bankruptcy. Mr. Shapiro would be able to use his skills as a mediator
21 and arbitrator to stay neutral in this matter and sort through the issues the Parties have in running
22 the Company and help the Parties fairly reach a resolution in this case. As such, Mr. Shapiro is
23 Plaintiff's second choice.

24 **B. DEFENDANTS' CANDIDATES.**

25 Defendants have proposed Andrew Martin, CPA, CFE ("Martin") and Dotan Melek
26 ("Melek") to be appointed as the receiver in this action. Defendants did not provide Plaintiffs with
27 any information on Mr. Melek, so Plaintiff cannot speak to Mr. Melek's suitability. Defendants
28 did, however, provide significant information from Mr. Martin.

1 Mr. Martin wrote a proposal to the Parties' counsel in this matter to be considered as an
2 independent, neutral, expert to examine financial matters and report on specific questions of each
3 party. *See Exhibit E*, attached hereto. Mr. Martin is CPA with some interesting accounting and
4 forensic accounting experience. *Id.* Mr. Martin and his firm have experience in forensic audits,
5 fraud examination, and expert testimony related to accounting. *Id.* at p. 2. Mr. Martin's
6 professional experience primarily includes accounting work. *Id.* at p. 5. Notably, Mr. Martin's
7 CFE ("Certified Fraud Examiner") credentials are excellent. *See id.* Mr. Martin charges \$300 per
8 hour. *Id.*

9 **IV. SUGGESTIONS TO THE COURT.**

10 After reviewing the information provided by the candidates, Plaintiff suggests that Mr.
11 Bertsch be appointed in this case as the Receiver. Mr. Bertsch has considerable receiver
12 experience. Defendants' primary candidate, Mr. Martin, has strong CFE experience, but it is not
13 anticipated that fraud examiner experience is necessary in this case. Similarly, since the receiver
14 is only a *limited* receiver with limited powers to observe the Company's books, a heavy forensic
15 accounting/auditing background is also unnecessary.

16
17 In a word, this case will likely need a Receiver who has experience with state-court
18 appointments of receivership and experience with liquidating companies. Mr. Bertsch has
19 considerable experience in both of these areas. Moreover, Mr. Bertsch's prices are a bit lower than
20 Mr. Martin which will help mitigate some of the costs incurred by the Company. As such, Plaintiff
21 suggests that this Court appoint Mr. Bertsch as the Receiver.

22
23 Dated this 5th day of June, 2020.

24 MARQUIS AURBACH COFFING

25 By /s/ Phillip S. Aurbach
26 Phillip S. Aurbach, Esq.
27 Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S MOTION TO SELECT RECEIVER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 5th day of June, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Robert Kern
Melissa Milroy

Robert@Kernlawoffices.com
Admin@KernLawOffices.com

/s/J. Case

An employee of Marquis Aurbach Coffing

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

Exhibit A

LARRY L. BERTSCH, CPA, CFF, CGMA
CPA – Certified Public Accountant
CFF – Certified in Financial Forensics
CGMA - Chartered Global Management Accountant
265 E. Warm Springs Road Suite #104
Las Vegas, Nevada 89119
Telephone: (702) 471-7223
Facsimile: (702) 471-7225
Email: larry@llbcpa.com

EMPLOYMENT:

1/2003 to Present	Larry L. Bertsch, CPA, & Associates, LLP Position: <u>Managing Partner</u> (See attached Professional Assignments)
1/91 to 1/2003	Federal Bankruptcy Trustee and self-employed consultant. (See attached Professional Assignments)
9/89 to 6/91	Aladdin Hotel & Casino, Las Vegas, Nevada Position: <u>Chief Financial Officer</u> (Member of Consulting Group appointed by Bankruptcy Court)
4/87 to 6/89	Marina Hotel & Casino, Las Vegas, Nevada Position: <u>Chief Financial Officer</u> (Member of Consulting Group appointed by the Bankruptcy Court)
10/85 to 4/87	Independent Financial Consultant
6/83 to 9/85	Claridge Casino Hotel, Atlantic City, N.J. Position: <u>Senior Vice President</u> <u>Executive Vice President</u> <u>Member--Board of Directors</u>
8/78 to 6/83	Caesars Atlantic City, Atlantic City, N.J. Position: <u>Vice President/Treasurer</u>
1/76 to 8/78	Caesars World, Las Vegas, Nevada Position: <u>Director of Audits</u>
5/69 to 9/75	Alexander Grant & Company Position: <u>Manager</u>
6/66 to 4/69	The National Cash Register Company (NCR) Position: <u>Manager--Marketing Information Systems</u>
8/64 to 6/66	American Institute of Certified Public Accountants Position: <u>Project Manager</u>
6/60 to 8/64	Arthur Andersen & Co. Position: <u>Senior Auditor</u>
Other Experience:	Taught courses in accounting, auditing, CPA problems, financial analysis, casino accounting and management, and strategic planning at Rutgers University, the University of Nevada Reno (UNR), Atlantic Community College, Stockton State College and University of Nevada Las Vegas (UNLV).

Exhibit B

Larry L. Bertsch, CPA, CFF, GCMA

Curriculum Vitae

Chapter 7 Bankruptcies

Since 1991 have administered and closed over 8,000 cases

Chapter 11 Trustee

Mountain Diagnostics (Radiology)
Force One (Multi-level Marketing)
ATM Services (Cash Advance)
Ingersoll (Dentist)
Western Linen (Laundry)
John Tobin (Hearing Aids)
Dryifs, Inc. (Construction)
Tom & Maria Lioubas (Double Eagle Casino & Apartment Complex)
Citywide Funding, Inc. (Check Cashing)
Stewart Matthews Wilson (Beauty Shop)
ADAMA (Real Estate Development with 66 LLC's)
Sixth & Gass, LLC (Office Building) (Operate and Protect Company Assets until completion of bankruptcy)
21st Century Technologies (Listed Venture Capital Company) (Liquidation Trustee)
Marlyns, Inc dba Rock- a- Billys (Night Club)
Draft Bars (Dispensary equipment)

Chapter 7 Operating Bankruptcy

Bowman & Sons Printing (Printing)
City Oil Company – City Cutbank (Oil Production)
Citywide Funding, Inc. (Check Cashing)
James Hogan M.D. (Medical Doctor)
Las Vegas Sportspark (Recreation Center)

Special Master (Bankruptcy Court)

Selma Andrews (Determine amount due Citywide Home Loans, Inc.)

Liquidating Trustee (Bankruptcy Court)

21st Century (Investment Company)

Special Assignments (Bankruptcy Court)

Adama Plaza, LLC (Strip Mall), Manager
Rodeo Paradise (Strip Mall), Manager

Receiver (State Court)

Baby Grand dba Maxim Hotel/Casino
Main Street Station (Hotel/Casino)
Wright Company (Oil Distribution)
CBS, Inc (Computer Business Solutions)
Gem Wildrose Partnership (Construction)
Boulder-Sahara Shopping Center
John Hampton (Housing for American Bank of Commerce, Pioneer Citizens, and Sun State Bank)
Magic Cleaners (Partnership Dispute)
Boulevard Hotel (Motel)

Elena Tanasescu (Apartments)
Tigger Experience (Partnership Dispute)
Federal Electric, Inc. (Construction – Ownership Dispute)
Grand Court II (Senior Citizens Residences)
Thomas v. Thomas (Divorce)
Uptown Motel (Motel (30 units)) (Operate and Protect Company Assets until Foreclosure)
Southwest Exchange (1031 Qualified Intermediary) (Embezzlement)
 Qualified Exchange, Inc
 Blackstone Limited, LLC
 International Integrated Industries, LLC
 Sirius Capital, LLC
 Ventana Coast, LLC
 Capital Reef Management, LLC
 Global Aviation Delaware, LLC
 Nexgen Management, LLC
 Trinity Star, LLC
 Nevada Safe Harbor, Inc
 Americade, LLC
 Bianathar, LLC
McAnlis v. Kerr (“Vencenza”) (Dispute in LLC) (Development Property)
Landbridge, LLC (Land Development) (Owner Dispute)
TNA Wireless, LLC (Owner Dispute)
DFA, LLC v. Leo Davenport (Mortgage Broker) (Marshal Company Assets)
 GFD Investments, LLC
 Southwest Financial,
 Tonyoyl, LLC
 D&G Development Group, LLC
 OPM Group, LLC
 Glenn’s Construction Control Services
Landesbank Baden-Württemberg, Bank (“LBBW”) v. FX Luxury Las Vegas I, LLC (Operate 18 acres of
 Real Property located on Las Vegas Strip involving over 90 leases)
Lightning Group Inc v. Charles Weibe (Marshal Asset for Court)
MS Concrete, Inc (Concrete Company) (Collect, Marshal, Liquidate Company Assets)
National Money Service Corp (Pay Day Loan Company) (Owner Dispute)
Providence Village, LLC (Shopping Center) (Operate and Protect Company Assets until Foreclosure)
Seibt Desert Retreat (RV Resort) (Operate and Protect Company Assets until Foreclosure)
Richard Kall et al v. Razorstream, LLC et al (Preparation of Income Tax Returns)
Clark County Credit Union v. TX, LLC (Apartment Complex) (Protect Company Assets until
 Foreclosure)
Branch Banking & Trust v. Ford Family Eastern, LLC (Shopping Center) (Operate and Protect Company
 Assets until Foreclosure)
Branch Banking & Trust v Ford Family LLC @ Stephanie (Shopping Center) (Operate and Protect
 Company Assets until Foreclosure)
Barth v. Stuart (Monitor Assets to collect on confession of Judgment)
Olympic Gardens (Maintain Sexually Oriented Business License)
Albrecht v. Kalinko (Partnership Dispute)
Boulder Dam Credit Union (Foreclosure on Building)
Donut Mania (Partnership Dispute)
Miramar (Ownership Dispute)

National Money (Pay Day Loan Business)
Olympic Gardens (Operate to keep License)
Lucky Dragon (Casino foreclosure and Sale)
Global Pacific Construction (Construction)

Receiver (Family Court)

Carr v. Carr (Monitor Business Assets)
Que v. Que (Finding and administration of Assets)
Kinkead v. Kinkead (Monitor Income and Distribute per Court Order) (Verification of Income)
Peterson v. Peterson (Monitor Income and Distribute per Court Order) (Verification of Income)
Allied Flooring (sales and Installation of Carpet, Tile, and Marble)

Receiver Consultation

Guru Enterprises (Convenience Store)
Motel - North Las Vegas (Sunrise Inn)
Motel - Valley View (Quality Inn)

Special Master (Federal District Court)

Appointed by the Honorable Philip M. Pro, District Judge, United States District of Nevada at the request of the Federal Deposit Insurance Corporation (John Anderson properties including the Maxim Hotel/Casino) (Federal Deposit Insurance Corporation vs. John Anderson and Edith Anderson---CV-S-95-00679-PMP(LRL)).

Appointed by the Honorable Judge Abramson, United States District of Texas, to operate the Maxim Hotel until the foreclosure took place by Mortgage Holder. (800 Rooms)

Special Master (State Court)

Trade Show Specialties (Ownership Dispute)
Blue Moon v LVMB (Dispute between Advertising Agency and Client)
Vion Operations, LLC et al v. (Mob Experience) Jay Bloom, Carolyn Farkis and Companies
Eagle Group Holdings, LLC
Murder, Inc.
The Mafia Collection, LLC
A.D.D. Productions, LLC
Order 66 Entertainment
Eagle Group Productions, LLC
Con X

Special Master (Family Court)

Keeter v. Keeter (Divorce) (Collect, Marshal, Liquidate Personal Assets)
Nelson v. Nelson (Divorce) (Define assets and summarize receipts and disbursements)
Sorenson v. Sorenson (Liquidate two properties and Airplane)
Clark v. Clark (Monitor liquidation of certain assets)

Trustee (Federal District Court)

Appointed by the Honorable Lloyd D. George, District judge, United States District of Nevada, at the request of the Internal Revenue Service (Appointed to oversee the investigation, collection, and

liquidation of assets of Defendant and related entities---United States of America vs. Christensen CR-S-95-074-LDG(LRL)).

Bankruptcy Examinations

Primvest
Valley & ABCO Concrete
Indian Springs Casino (Casino)
Gibraltar Insurance (Insurance)
GMF, Inc. (Auto Dealer)
PPB, Inc. (Pure Pleasure Book)
AR Gaming dba Mahoney's Silver Nugget (Casino)
NES (Nevada Electrical Supply)
Angelo Grouziles
NEC (Electrical Contractor)
Ronald/Corrine Byrd dba Cherokee Construction
ROJAC dba Club Paradise
Odyssey Transportation (Air Transport)
G&A Medical Personnel (Pharmacy Evaluations)
Principle Centered, Inc. (Construction Companies)
Anderson Maintenance (Valuation of Company)
Saxton, Inc. (Real Estate Company)
National Audit Defense Network (NADN) (Tax & Computer program sales)

Bankruptcy Disbursing Agent

Riviera Hotel/Casino
Four Queens
Stratosphere (Executive Compensation) Expert (Bankruptcy Court)
Continental Hotel/Casino (Close the Hotel/Casino)

Consulting

Debbie Reynolds Hotel (Casino/Hotel)
GMF, Inc. (Automobile Dealership)
Bicycle Club (Card Club/Casino)
Maxim Hotel (Management Agreement)
Bourbon Street (Casino/Hotel)
Artisan Hotel & Spa (Hotel) (Consultant for Court Appointed Receiver)
Blue Moon LLC (Hotel) (Consultant for FDIC Receiver)
Community Bancorp (Bank Holding Company) (Consultant for Bankruptcy Trustee)
Silver State Bancorp (Bank Holding Company) (Consultant for Bankruptcy Trustee)
Silver State Helicopters (Helicopter Flight School involving government grants) (Consultant for Bankruptcy Trustee)
Progressive Gaming (Gaming Company) (Tax Issues) (Consultant for Bankruptcy Trustee)
One Cap (Mortgage Broker) (Consultant for Bankruptcy Trustee)
Davis Bowling (Company Transition) (Consultant for Bankruptcy Trustee)
Dave's Detailing (Airplane Detailing) (Analysis of Covenants on Settlement)
Hooters (Bankruptcy Transition)
Dunkin Donuts (Retail – Donuts) (Sale of Las Vegas Properties)

Ely City Council (Steam Train from Kennecott Copper)

Expert Witness

Lindquest v. Stefan (Vegas Cabinets) (92-A-305398-C, State Court)
Southwest Securities dba Marina Hotel/Casino (87-A-255637-C, State Court)
Sutton v. Sutton (Divorce) (Valuation of herd of cattle in a divorce case, Family Court)
Landmark Hotel/Casino BK-85-21113 – (Southern Nevada Federal Court)
Crosslands Mortgage v. Calabrese (95-A-352222-C, State Court)
Marlene Michaels (Partnership Dispute) (BK-93-22242-RCJ, Bankruptcy Court)
Glendonon vs. GMF (Employee Termination Dispute) (Gave deposition but settled)
Metron, Inc. (Shareholder Dispute) (CV-S-03-0756-LDG (RJJ), Federal Court)
Joe v. Joe (Divorce) (Had deposition taken)
Romona Lee's v. Shef Products, Inc. (A-458218-CC-2005, State Court)
Aviation Insurance Services v Leslie C. Dewald (2:06-cv-01461-JCM-LRL), Federal Court
Besdow, LLC (Arbitration) (Valuation of Company)
National Auto, LLC (Arbitration) (Valuation of Company)
AMG v. LIG (Real Estate) (Management Contract)
Sandy Hackett v. Richard Feeney, et al (entertainment) (Partner Dispute)
Creative Light Source, Inc. v Brackin, et al (Lighting Company - Examination of books and records)
Landbridge, LLC (Partnership Dispute)
 Oldman Power, LLC
 Highland Land Development, LLC
Mark Perez v. Greg McCoy et al. (A-13-690077-B, Clark County District Court) (Partner Dispute)
Larry Callahan Trust (Investor Dispute) (Forensic Examination of books and records)
Nevada State Bar (Trust Funds Investigation)
Vegas One Realty (Forensic Examination for Embezzlement)
Lionel Sawyer Collins (Classification and Collection of Accounts Receivable)
Rose – 1031 (Section 1031 Exchange)

Trustee Consultation

Community Bank
Silver State Bank
Silver State Bancorp

Forensic Examinations (Other)

Movado Group, Inc. v. The Jewelers (Forensic Examination for Arbitration)
Daoud Sada, v. Sabah Boles (Owner dispute) (Forensic Examination of business books and records)
Michael J. Amador (Asset Location for Law Suit)
Kaercher Campbell Insurance (Insurance Company) (Owner dispute)
FDIC v OHDB, LLC (Motel Property - Examination of books and records)
Trimmer (Personal Assets - Fiduciary Transactions)

Exhibit C

Larry L. Bertsch, CPA & Associates
Certified Public Accountants
265 E. Warm Springs, Suite #104
Las Vegas, Nevada 89119

Telephone: 702-471-7223
Fax: 702-471-7225

June 05, 2020

Rates charges for services by the firm.

Managing Partner	\$255-\$395
Partners	\$95-\$225
Staff	\$55-\$95
Clerical	\$35-\$55

Exhibit D

[Home](#)[About Us](#)

About

Brian D. Shapiro, with over 19 years of experience, is a licensed attorney in California and Nevada. Mr. Shapiro is currently a United States Bankruptcy Trustee within the District of Nevada, a mediator and arbitrator for the State Bar of Nevada, a former board member of the Southern Nevada Association of Bankruptcy Attorneys, a founding member of the pro bono bankruptcy panel for the United States Bankruptcy Court, District of Nevada, a volunteer for the Boyd School of Law at the University of Nevada Las Vegas, the creator of Financial Education for Elementary Students and one of the most respected attorneys in Las Vegas, Nevada.

Brian D. Shapiro



Brian D. Shapiro

Managing Member

Bankruptcy



"It is said that the world is in a state of
bankruptcy, that the world owes the
world more than the world can pay."

—
Ralph Waldo Emerson

For over 20 years, Mr. Shapiro has represented Creditors and Debtors within all aspects of a Bankruptcy Case. Mr. Shapiro is a Chapter 7 and 11 panel Bankruptcy Trustee and has earned the respect of the Bankruptcy Bar and the Judiciary. He will personally assist you in prosecuting and defending any type of adversary proceeding from fraudulent transfer actions to preference actions. Mr. Shapiro also prosecutes student loan adversary proceedings. Learn more at: www.lasvegassstudentloanattorney.com
www.mvvegasbankruptcyattorney.com

Exhibit E



7345 S. Durango Drive ■ Suite B107-319 ■ Las Vegas, NV 89113-3653
Andrew@MartinLtd.com ■ Tel: 702.889.3566 ■ Fax: 866.406.0773 ■ www.MartinLtd.com

May 26, 2020

Dear Legal Counsels,

We are pleased to have this opportunity to submit our credentials for consideration as independent, neutral experts to examine financial matters and report on specific questions of each party. Martin & Associates, Ltd. is a CPA firm I founded in 1994. We have attached resumes for Andrew Martin, Managing Partner and Dana Barooshian, Partner and an Engagement Summary of some of our interesting case work.

If engaged, Andrew Martin will lead the engagement and Dana Barooshian will provide a supporting role. Billing rates are \$300 per hour for Mr. Martin and \$200 per hour for Mr. Barooshian. We estimated 50-100 hours of work. We will be able to refine that estimate once we obtain a better understanding of specific questions to investigate and the condition of the books and records, including the accounting system and all relevant supporting documentation.

We are able to begin immediately, but would delay any on-site field work until June 16. We typically use Dropbox as our secure portal to obtain and send confidential information. We can adapt to any commercially available no cost product you prefer (e.g. Google drive, etc).

The deliverable will be a written report to all parties addressing the concerns identified during our discussions and analysis.

Please feel free to contact me directly if you require additional information. My cell phone is 702-994-1926.

Sincerely,

Andrew B. Martin, CFE, CPA

Andrew Martin, MS, CFE, CFF, CGMA, CFF, CICA, CPA
Managing Partner



Forensic Audit and Litigation Support Cases

Martin & Associates, Ltd. is a Certified Public Accounting firm founded in 1994 by Andrew B. Martin, CPA. In addition to traditional accounting and tax services, we have completed several forensic accounting and litigation support cases where we served as experts preparing reports for all parties. Additionally, from 1997-2013, we had a robust audit practice that included several high-profile engagements relied upon by senior government and corporate executives. In the interest of client confidentiality, cases below are summaries without names. In these cases, Andrew Martin was the lead partner and Dana Barooshian performed a supporting role. Mr. Martin and Mr. Barooshian are both long time Certified Fraud Examiners (CFEs).

Forensic Audits, Fraud Examinations & Expert Witness Testimony

- Martin & Associates was retained by legal counsel to provide expert testimony on false financial statements relating to misapplication of accounting principles for related party transactions and inter-company consolidation. Our expert report was instrumental renegotiating the value of the acquired business.
- Martin & Associates was retained by the Board of Directors of a prominent non-profit organization to investigate allegations of executive director misappropriation of assets, falsifying financial records and financial statements, and other areas of misconduct that could result in organizational liability. We interviewed board members to prioritize key questions, gathered evidence through interviews, document analysis and forensic accounting techniques, and prepared a report presenting procedures and results addressing each allegation, and recommendations to improve risk assessment and internal controls.
- Martin & Associates was retained by legal counsel for an insurance company to investigate a potential false claim. Claimant filed a complaint with State Insurance Commissioner. Insurance company's counsel engaged us as a neutral expert to determine what occurred and to prepare a report. We interviewed the claimant (who was initially hostile) and service providers, examined accounting and banking records, verified actual costs with vendors, and prepared a report for the insurance company supported by financial evidence that allowed them to settle the claim to the satisfaction of all parties.

- Martin & Associates was retained by legal counsel to investigate allegations of contractor fraud, self-dealing between the property manager and specific contractors, kickback schemes, and other forms of fraud. We utilized professional forensic accounting and fraud examining techniques to gather evidence for a written report demonstrating instances of self-dealing and kickbacks, allowing our client to confront the accused and terminate the business relationship.
- Martin & Associates was retained by a group of officers, directors and shareholders of a nationally known manufacturing company in a Caribbean nation to conduct an investigation of asset misappropriation, embezzlement and money laundering. Our use of financial reconstruction techniques produced sufficient evidence to expose the malfeasance. This allowed the officer, director, shareholder group who hired us to confront the fraudsters and implement accounting and corporate governance reforms.
- Martin & Associates was retained to conduct an audit of a non-profit organization after large amounts of cash were stolen from a public outdoor event and criminal and civil actions were initiated. This project involved financial reconstruction, preparation of financial statements, and attesting to the accuracy of the financial statements.
- Martin & Associates was retained by legal counsel as part of a criminal and civil prosecution of a cashier who was accused of “skimming” money from the cash registers over a several year period. Martin & Associates utilized forensic accounting and financial reconstruction techniques to provide indirect evidence of employee theft that was upheld in criminal and civil court.
- Martin & Associates was retained by legal counsel to conduct an investigation of a major coffee retailer in New York State and its owner as part of a divorce case. Lifestyle audits, tracing interlocking ownership and money trails were all used to uncover hidden assets and hidden sources of income. This information led to a settlement.
- Martin & Associates was retained by the law firm of a major boxing promoter to conduct undercover field investigations to gather evidence and prepare affidavits relating to unlawful descrambling and showing of pay-per-view fights without payment of proper royalties.
- Martin & Associates was retained by a representative for a major celebrity who owned a manufacturing operation. We were engaged to investigate one the manufacturers’ representatives during a period of contract re-negotiation. Our investigation uncovered conclusive evidence of the manufacturer’s representative engaging in misrepresentation, false statements, unlawful diversion of business, and self-dealing that were harmful to our client. This investigation enabled our client to protect his/her legal rights and renegotiated terms and conditions of business dealings.

High Profile Audit Engagements

- **Executive Office of the President of the United States** - We performed financial statement audits of the White House Travel Office for the years ended December 31, 1997 through December 31, 2007, working with both Democratic and Republican administrations. We also performed numerous additional engagements such as an emergency audit of Air Force One invoices and travel manifests to answer a Congressional subpoena, financial presentations to the White House Press Corps, analyses of the 53 boxes of evidence returned from FBI after prosecution of the former Travel Office director, and number accounting and internal control special projects.
- **Panama Canal Commission** – Engaged by the General Services Administration to perform the close out audit of the Panama Canal as the canal was transferred from US to Panamanian ownership on September 30, 2004. Commission maintained a capital fund and an operating fund, and each fund went to a different country upon transfer. Part of our audit included evaluating if each fund balance was correct and if proper allocations were made throughout the years. Our audit report was relied upon by the top Treasury and State officials in each country as part of finalizing the transfer.
- **Fannie Mae & Freddie Mac Affordable Housing Goals on behalf of U.S. Department of Housing & Urban Development** – GAO issued a report stating there was no independent verification of Fannie and Freddie reporting of affordable housing goals as required by the Code of Federal Regulations. HUD engaged us to develop assurance program of this legally mandated reporting of performance goal data and assess its accuracy and completeness. Our work highlighted several internal control deficiencies and a roadmap to correct them.



Andrew B. Martin, MS, CFE, CFF, CGMA, CICA, CPA

Andrew B. Martin is a Certified Public Accountant and Certified Fraud Examiner with 34 years of professional experience, a Master of Science in Accounting and served 10 years as an adjunct professor of accounting.

Martin founded Martin & Associates, Ltd. Certified Public Accountants in 1994 and is currently its Managing Partner. Martin has served in several public official positions including:

- Trustee, College Savings Plans of Nevada, September 2018-Present
- Nevada State Assembly, District 9, 2012-2014
- Member, Nevada Economic Forum, January 2010-January 2012
- Member, Clark County School District Bond Oversight Committee, 2009-2011

Professional Experience

Managing Partner, Martin & Associates, Ltd. Certified Public Accountants, 1994-Present.

Work with clients on accounting and tax matters. Perform consulting engagements. Lead partner on audit engagements 1997-2013 including high profile engagement with the Executive Office of the President of the United States, Panama Canal Commission and Fannie Mae/Freddie Mac on behalf of HUD.

Controller, Washington Occupational Health Associates, Ltd. 1992-1994

Company size of about 50 people, gross revenues about \$5 million. Responsible for overseeing daily accounting and preparing weekly financial reports. Also, a member of the company's Executive Committee.

Consultant, KPMG, 1990-1992. Designed programs for Naval Sea Systems Command (NAVSEA) and Naval Air Command (NAVAIR) to hold defense contractors accountable and combat aggressive application of accounting estimates to accelerate payments. Program saved U.S. taxpayers approximately \$1 million dollars per day.

Adjunct Professor, Montgomery Community College, 1990 – 2000. Taught wide range of accounting courses.

Accountant, Spicer & Oppenheim, 1986-1987. Accounting professional focused on individual and gift tax returns for prestigious NYC CPA firm.

Licenses & Certifications

Certified Public Accountant, 1989-Present. NV License 4542R.

Certified Fraud Examiner, 1995-Present. Certificate # 18160.

Certified in Financial Forensics 2008-Present. Certificate #1248.

Certified Internal Controls Auditor 2010-Present. Certificate #10072360.

Chartered Global Management Accountants 2012-Present. Certificate #110027919.

Education

Master of Science, Accounting, Binghamton University, 1989. Recipient of National Association of Accountants Award of Excellence in Graduate Studies for being the number one accounting graduate student in the country.

Bachelor of Science, Accounting, Binghamton University, 1986



Dana P. Barooshian, MBA, CFE, CICA

Dana Barooshian is a Certified Fraud Examiner and Certified Internal Controls Auditor with 31 years of professional experience with accounting, audit, tax and consulting. He has managed numerous high-profile audit and consulting engagements that were relied upon by senior executives. He has extensive expertise in risk assessment, internal control evaluation and forensic accounting.

Professional Experience

Partner, Martin & Associates, Ltd. Certified Public Accountants, 1996-Present (formerly Martin & Wall). Work with clients on accounting and tax matters. Performance risk assessments and internal control evaluations. Key management roles on high profile audits of government agencies, public charter schools, non-profits and small and medium size businesses from 1997-2013.

Principal, Chortek LLP CPAs May 2011-September 2013. As part of a spin off, led audit and consulting practice focused on supporting federal government client's needs in financial and performance audits, risk assessment and risk management, internal control evaluation and corrective action plans development, financial process improvement, audit readiness, financial management and financial reporting, and compliance with laws and regulations.

Research Coordinator, United Brotherhood of Carpenters & Joiners of America, 1989-1996. Developed state of the art corporate and financial research operation to support collective bargaining and organizing campaigns. Worked with Council of Institutional Investors and union pension funds to develop and present corporate governance and executive compensation shareholder proposals.

Certifications

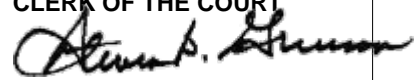
Certified Fraud Examiner, March 1999-Present, Certificate 68980
Certified Internal Controls Auditor, August 2010-Present.

Education

Master of Business Administration, Loyola University Maryland, 1994

Bachelor of Arts, Accounting, Binghamton University, 1989

Exhibit J



1 **Marquis Aurbach Coffing**
 2 Phillip S. Aurbach, Esq.
 3 Nevada Bar No. 1501
 4 Alexander K. Calaway, Esq.
 5 Nevada Bar No. 15188
 6 10001 Park Run Dr.
 7 Las Vegas, NV 89145
 8 Telephone: (702) 382-0711
 9 Facsimile: (702) 382-5816
 10 paurbach@maclaw.com
 11 acalaway@maclaw.com
 12 *Attorneys for Plaintiff*

DISTRICT COURT**CLARK COUNTY, NEVADA**

DOMINIQUE ARNOULD,

Plaintiff,

vs.

12 CLEMENT MUNY; CHEF EXEC
 13 SUPPLIERS, LLC; and DOES I through X,
 14 inclusive; and ROE CORPORATIONS I through
 15 X, inclusive,

Defendants,

And related counterclaims.

Case No.: A-19-803488-B
 Dept. No.: 27

PLAINTIFF'S EMERGENCY REQUEST
FOR TELEPHONIC HEARING FOR
APPOINTMENT OF RECEIVER TO
TAKE OVER THE WAREHOUSE OR
FOR ORDER ALLOWING ACCESS

**Hearing requested on shortened time-by
 telephonic conference**

17 Plaintiff, DOMINIQUE ARNOULD (hereinafter "Arnould" or "Plaintiff"), by and through
 18 his attorneys, Marquis Aurbach Coffing, requests a telephonic conference today to appoint a
 19 Receiver to take control of the warehouse storing Chef Exec inventory or in the interim, enter an
 20 Order that Arnould can drop off inventory from the Los Angeles warehouse and pick up inventory
 21 from the Las Vegas warehouse—Defendant Muney changed the locks and Arnould has no access.

22 This Opposition is made and based upon the pleadings on file herein, the following points
 23 and authorities, and any argument allowed by the Court at the time of hearing.

24 Dated this 10th day of June, 2020.

MARQUIS AURBACH COFFING

By /s/ Phillip S. Aurbach

Phillip S. Aurbach, Esq., #1501
 Alexander K. Calaway, Esq., #15188
Attorneys for Plaintiff

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. ARNOULD NEEDS ACCESS TODAY TO THE LAS VEGAS WAREHOUSE TO**
3 **PICK UP INVENTORY TO TAKE TO LOS ANGELES FOR CUSTOMERS IN**
4 **LOS ANGELES AND MUNNEY WILL NOT ALLOW ACCESS TO CHEF EXEC**
5 **INVENTORY**

6 1. Last Friday June 5, 2020, Plaintiff, Dominique Arnould, and Defendant, Clement Munney.
7 had the following email exchange¹:

8 Clement

9 The warehouse we are currently using at Northstar lost their lease. They have
10 asked us to move out. We have 29 pallets stored there which need to be moved
11 before June 13. all other pallets have been stored at our location in Van Nuys.
12 I could bring them back to our Las Vegas warehouse or rent another space I have
13 already identified.

14 If we bring that inventory back to Las Vegas, i will need to Bring back some of
15 the following products:

16 Spheres

17 Small Glass

18 Round slanted cups.

19 What would you like me to do?

20 Dominique

21 Munney's response was "tell me why you need those items."

22 From: Clement Munney <clement@chefexecsuppliers.com>

23 To: DOMINIQUE ARNOUD <domiarnould@aol.com>

24 Cc: Clement Chef Exec <clement@chefexecsuppliers.com>

25 Sent: Fri, Jun 5, 2020 4:26 pm

26 Subject: Re: Inventory

27 Dominique,

28 I have no problem to store the products back in Las Vegas that you don't need in LA.
I have no problem, as usual, to give what is necessary for LA's needs, as long as it is
justified.

I just want the company to operate normally.

If there's anything in Vegas that you end up needing in LA at a later date, we can
always ask Win distribution to bring you what you need. It just costs 105\$ per pallet
and you would have that in 1 or 2 days.

Tell me what you need for the coming few months and how you want to proceed.

Clement Munney

(702) 340 8697 Sent from my iPhone

¹ If Defendant Munney denies this email exchange, we will provide a declaration regarding the same, but because of the time constraints, we copied the contents into this pleading.

2. Plaintiff Dominique Arnould drove the 12 pallets to Las Vegas to access the warehouse, drop off the pallets and pick up the following inventory that he needs for Los Angeles clients:

Spheres cups: 4 pallets 96 cases
Small Glass TC: 72 cases
Umbrella dish: 48 cases
Round slanted cups: 1 pallet 72 cases
Rhum Shot: 36 cases
Espresso cups: 24 cases
Cubic wave green: 72 cases or 1 pallet
Cubic wave clear: 30 cases.

3. Muney had the locks changed and Arnould cannot access any inventory—drop off or pick up.

4. Arnould is in Las Vegas with the 12 pallets for Muney's Las Vegas Customers and he needs to pick up inventory.

5. The receiver hearing is not set until July 9, 2020.

- a. A telephone conference is needed **today** to appoint a receiver to take control of the warehouse, log all inventory, control inventory taken out and added so either owner has authority to access the inventory,
- b. Alternatively, this Court should enter an Order that either party has access to the warehouse and both must document inventory in and inventory out.

6. In sum, Arnould is in Las Vegas with pallets for the LV warehouse and Muney will not allow access for Arnould to pick up inventory for California clients.

Dated this 10th day of June, 2020.

MARQUIS AURBACH COFFING

By /s/ Phillip S. Aurbach
Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S EMERGENCY REQUEST FOR TELEPHONIC HEARING FOR APPOINTMENT OF RECEIVER TO TAKE OVER THE WAREHOUSE OR FOR ORDER ALLOWING ACCESS** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 10th day of June, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:²

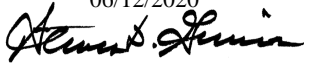
Robert Kern
Melissa Milroy

Robert@Kernlawoffices.com
Admin@KernLawOffices.com

/s/ Javie-Anne Bauer
An employee of Marquis Aurbach Coffing

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

Exhibit K


CLERK OF THE COURT

ORDR
Marquis Aurbach Coffing
Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
10001 Park Run Dr.
Las Vegas, NV 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
paurbach@maclaw.com
acalaway@maclaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff,

vs.

CLEMENT MUNY; CHEF EXEC
SUPPLIERS, LLC; and DOES I through X,
inclusive; and ROE CORPORATIONS I through
X, inclusive,

Defendants,

And related counterclaims.

Case No.: A-19-803488-B
Dept. No.: 27

ORDER

This matter came before the Court on June 12, 2020 at 12:30pm, regarding the Plaintiff's Motion to Select Receiver (the "Motion") and Plaintiff's Emergency Request For Telephonic Hearing For Appointment of Receiver To Take Over the Warehouse Or For the Order Allowing Access (the "Emergency Request").

Having reviewed the papers and pleadings on file herein, arguments of counsel at the time of the above identified hearing, being fully advised on the matter, and with good cause appearing therefore the Court finds and decides the following:

1. On May 22, 2020 this Court requested that the Parties provide this Court with their suggestions as to who could serve as a court-appointed receiver in this matter.

2. After considering both parties suggestions, the Court finds Larry L. Bertsch to be suitable to serve as the court-appointed receiver ("Receiver"), consistent with the powers set forth in this Court's previous June 8, 2020 order regarding the appointment of a receiver.

3. Also, consistent with this Court's June 8, 2020 order, the Receiver will be compensated by Clement Muney ("Muney") and Dominique Arnould ("Arnould") each paying 1/2 of his estimated fees within 10 days of the Receiver's request.

4. The Court also finds that despite the fact that Muney and Arnould are each 50% owners of Chef Exec Suppliers, LLC ("Company"), Muney changed the locks to the warehouse located at 3655 West Quail Ave, Las Vegas, Nevada ("Nevada Warehouse"), which currently stores Company inventory.

5. The Court also finds that Muney refused to allow Arnould access to the Nevada Warehouse to obtain the Company inventory.

6. The Court also finds that Muney's actions have required further monitoring of the Nevada Warehouse so that the Company can continue to fulfill the needs of its customers.

ORDER

Based upon a full review of the pleadings, evidence, oral arguments of counsel, findings, conclusions of law and the powers of the Court:

1. It is ordered that Defendants immediately provide Plaintiff access to the Nevada Warehouse.
2. It is further ordered that Clement Muney hire and pay for security to monitor the Nevada Warehouse when Plaintiff accesses the same.
3. It is further ordered that the Receiver change the locks on the Nevada Warehouse so that all parties can have access to the same with the consent of the Receiver.

IT IS SO ORDERED.

Dated this ____ day of _____, 2020.

Dated this 12th day of June, 2020

Nancy L. Alf

DISTRICT COURT JUDGE
FBA 175 1437 4DD6

Nancy Alf

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Submitted by:

Dated this 12th day of June, 2020

MARQUIS AURBACH COFFING

By: /s/ Alex Calaway

Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
10001 Park Run Dr.
Las Vegas, Nevada 89145
Attorneys for Plaintiff

Approved to as form and content:

Dated this 12th day of June, 2020

KERN LAW LTD.

By: /s/ Robert Kern

Robert Kern, Esq.
Nevada Bar No. 10104
601 S. 6th St.
Las Vegas, Nevada 89101
Attorney for Defendants

Exhibit L

1 Robert Kern, Esq.
2 Nevada Bar Number 10104
3 **KERN LAW, Ltd.**
4 601 S. 6th Street
5 Las Vegas, NV 89101
6 (702) 518-4529 phone
7 (702) 825-5872 fax
8 Admin@KernLawOffices.com
9 Attorney for Appellants

Electronically Filed
Jun 30 2020 01:02 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

10 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 DOMINIQUE ARNOULD,

13 Plaintiff/Counter-Defendant,

14 vs.

15 CLEMENT MUNNEY; CHEF EXEC
16 SUPPLIERS, LLC; and DOES I through X,
17 inclusive, and ROE CORPORATIONS I
18 through X, inclusive,

19 Defendants/Counter-Claimants.

) Case Number: 81355

) Dept. Number: 27

20 **CASE APPEAL STATEMENT**

21 1. Name of appellant filing this case appeal statement: CLEMENT MUNNEY, CHEF
22 EXEC SUPPLIERS, LLC

23 2. Identify the judge issuing the decision, judgment, or order appealed from: **The**
24 **Honorable Nancy Allf, Eighth Judicial District Court, Department 27.**

25 3. Identify each appellant and the name and address of counsel for each appellant:
26 **Appellants Clement Muney and Chef Exec Suppliers, LLC, represented by Robert**
27 **Kern, Esq., 601 S. 6th Street, Las Vegas, Nevada 89101**

28 4. Identify each respondent and the name and address of appellate counsel, if known, for
each respondent: **Respondent Dominique Arnould, represented by Alexander Calaway,**
Esq. and Phillip Aurbach, Esq., 10001 Park Run Dr., Las Vegas, NV 89145

5. Indicate whether any attorney identified above in response to question 3 or 4 is not
licensed to practice law in Nevada and, if so, whether the district court granted that attorney
permission to appear under [SCR 42](#): **All identified counsel is licensed to practice law in**
Nevada.

1
2 6. Indicate whether appellant was represented by appointed or retained counsel in the
3 district court: **Appellants were represented by retained counsel in the district court.**

4 7. Indicate whether appellant is represented by appointed or retained counsel on appeal:
5 **Appellants are represented by retained counsel on appeal.**

6 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date
7 of entry of the district court order granting such leave: **Appellants have not been granted
8 leave to proceed in forma pauperis.**

9 9. Indicate the date the proceedings commenced in the district court (e.g., date complaint,
10 indictment, information, or petition was filed): **The proceedings commenced in the
11 district court upon the filing of Complaint on October 11, 2019.**

12 10. Provide a brief description of the nature of the action and result in the district court,
13 including the type of judgment or order being appealed and the relief granted by the district
14 court: **The action was brought seeking judicial dissolution of an LLC. The order being
15 appealed from Granted a Motion for Preliminary Injunction.**

16 11. Indicate whether the case has previously been the subject of an appeal to or original
17 writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket
18 number of the prior proceeding: **This case has not previously been the subject of an
19 appeal to or original writ proceeding in the Supreme Court, however there are
20 concurrent related appeals, Docket Numbers 81354 and 81356.**

21 12. Indicate whether this appeal involves child custody or visitation: **This case does not
22 involve child custody or visitation.**

23 13. If this is a civil case, indicate whether this appeal involves the possibility of
24 settlement: **Settlement is unlikely, but possible.**

25 DATED this 30th day of June, 2020.

26 By: /S/ Robert Kern
27 Robert Kern, Esq.
28 NV Bar #10104
601 S. 6th Street Las Vegas, NV 89101
(702) 518-4529
Attorney for Plaintiff/Appellant