

**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

NUVEDA, LLC,

Petitioner,

vs

EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE
HONORABLE ELIZABETH
GONZALEZ, DISTRICT JUDGE,

Respondent,

SHANE TERRY,

Real Party in Interest.

Electronically Filed
Jun 09 2021 01:59 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 82767

Case: A-20-817363-B

Lead Case: A-17-755479-B

Other Consolidated Cases with Lead
Case:

A-19-791405-C and A-19-796300-B

**APPENDIX FOR PETITION FOR WRIT OF PROHIBITION OR, IN THE
ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS (Volume IX)**

LAW OFFICE OF MITCHELL STIPP
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Counsel for Petitioner¹

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DATED this 9th day of June, 2021.

LAW OFFICE OF MITCHELL STIPP

A handwritten signature in black ink, appearing to read "Mitchell Stipp", is written over a horizontal line.

MITCHELL STIPP, ESQ.

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EXHIBIT 10

CW Nevada LLC Receivership Profit & Loss

Cash Basis

June 2019 through May 2020

	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19
Ordinary Income/Expense							
Expense							
Consultants/Compliance							
Professional Fees							
Accounting	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
Consulting	0.00	100,000.00	168,606.16	75,000.00	122,671.59	35,817.00	47,192.50
Total Professional Fees	0.00	100,000.00	188,606.16	95,000.00	142,671.59	55,817.00	67,192.50
Total Consultants/Compliance	0.00	100,000.00	188,606.16	95,000.00	142,671.59	55,817.00	67,192.50
Insurance Expense	0.00	3,704.00	812.84	35,000.96	9,064.46	3,508.53	16,515.44
Legal & Receivership							
Legal	150,000.00	0.00	20,205.05	100,000.00	0.00	0.00	100,000.00
Receivership							
United AMS/Cost	0.00	21,623.56	46,257.55	37,889.18	54,850.73	46,389.34	50,930.36
Total Receivership	0.00	21,623.56	46,257.55	37,889.18	54,850.73	46,389.34	50,930.36
Total Legal & Receivership	150,000.00	21,623.56	66,462.60	137,889.18	54,850.73	46,389.34	150,930.36
Operators' Management Fee	0.00	0.00	0.00	0.00	65,000.00	0.00	39,000.00
OPEX							
Advertising and Promotion	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Automobile Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bank Service Charges	0.00	0.00	268.75	248.93	266.65	262.59	326.05
Cable/Internet	1,620.05	1,263.68	3,574.56	811.44	3,207.87	5,304.51	496.16
Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Commerical Rentals	0.00	0.00	0.00	93.14	0.00	0.00	0.00
Cultivation Operations	0.00	0.00	0.00	0.00	48,066.12	69,206.42	75,000.00
Destruction of Waste	0.00	0.00	0.00	0.00	0.00	0.00	5,500.00
Dispensary Operations	0.00	0.00	0.00	8,483.00	0.00	0.00	0.00
Growing Materials	0.00	0.00	2,988.10	0.00	0.00	0.00	0.00
Inspection Fee	0.00	0.00	0.00	0.00	2,155.67	620.00	0.00
Inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Janitorial Expense	0.00	0.00	3,267.87	0.00	245.54	0.00	96.94
License Fees	69,582.00	0.00	0.00	1,159.50	255,881.44	0.00	0.00
Office Supplies	2,108.94	1,374.05	3,669.65	0.00	16,777.18	2,852.12	0.00
Payroll Expenses	0.00	46,258.05	41,732.45	31,739.72	0.00	0.00	0.00
Penalty Fee	0.00	0.00	0.00	434.47	0.00	0.00	0.00
Personal Property Tax	0.00	0.00	0.00	5,247.60	51,886.36	0.00	0.00
Postage	305.88	347.88	394.04	0.00	1,831.77	1,807.73	0.00
Production Operations	0.00	0.00	0.00	67,875.00	0.00	0.00	0.00
Software	0.00	471.90	1,701.70	0.00	7,078.53	3,010.00	0.00
Soil Reground	0.00	0.00	8,212.40	0.00	0.00	0.00	0.00
Supply	0.00	0.00	0.00	0.00	0.00	0.00	39,460.00
OPEX - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total OPEX	73,616.87	49,715.56	65,809.52	116,092.80	387,397.13	83,063.37	120,879.15
Other/Contingency	1,072.62	2,927.65	7,174.37	0.00	12,247.15	22,142.64	21,097.37
Rents & Maintenance	1,185.47	60,862.79	293,090.74	730.00	107,891.30	90,627.01	58,973.19
Security	0.00	172,275.34	151,144.56	195,382.09	110,658.93	110,568.40	55,297.81
Utilities	107.04	85.56	32,830.39	15,284.40	36,886.06	10,215.85	6,818.69
Total Expense	225,982.00	411,194.46	805,931.18	595,379.43	926,667.35	422,332.14	536,704.51
Net Ordinary Income	-225,982.00	-411,194.46	-805,931.18	-595,379.43	-926,667.35	-422,332.14	-536,704.51
Other Income/Expense							
Other Income							
Rebate	0.00	5,123.26	1,265.54	0.00	0.00	0.00	0.00
Recycling	0.00	65.40	0.00	0.00	0.00	0.00	0.00
Utility Return Deposits	0.00	451.05	167.29	0.00	24.28	0.00	0.00
Total Other Income	0.00	5,639.71	1,432.83	0.00	24.28	0.00	0.00
Net Other Income	0.00	5,639.71	1,432.83	0.00	24.28	0.00	0.00
Net Income	-225,982.00	-405,554.75	-804,498.35	-595,379.43	-926,643.07	-422,332.14	-536,704.51

NUVEDA'S APPENDIX 0599

Note : We continue to recategorize the overhead expenses based on the first in first out method.
 Note: In May 2020, \$100,000 was paid to Renaissance Blue Diamond for rent (\$70,850) and arrears (\$29,150), to be applied toward Renaissance Blue Diamond's total claim amount.
 The additional \$127,859.35 was for CAPEX to improve the Wallflower Dispensary.

CW Nevada LLC Receivership Profit & Loss

Cash Basis

June 2019 through May 2020

	Jan 20	Feb 20	Mar 20	Apr 20	May 20	TOTAL
Ordinary Income/Expense						
Expense						
Consultants/Compliance						
Professional Fees						
Accounting	20,000.00	0.00	0.00	0.00	0.00	120,000.00
Consulting	23,000.00	21,000.00	13,867.50	3,867.50	0.00	611,022.25
Total Professional Fees	43,000.00	21,000.00	13,867.50	3,867.50	0.00	731,022.25
Total Consultants/Compliance	43,000.00	21,000.00	13,867.50	3,867.50	0.00	731,022.25
Insurance Expense	3,506.53	803.20	5,575.93	0.00	2,840.60	81,332.49
Legal & Receivership						
Legal	62,742.50	9,725.50	0.00	0.00	65,000.00	507,673.05
Receivership						
United AMS/Cost	63,868.52	341,852.47	25,608.20	0.00	0.00	689,269.91
Total Receivership	63,868.52	341,852.47	25,608.20	0.00	0.00	689,269.91
Total Legal & Receivership	126,611.02	351,577.97	25,608.20	0.00	65,000.00	1,196,942.96
Operators' Management Fee	26,000.00	39,000.00	0.00	0.00	0.00	169,000.00
OPEX						
Advertising and Promotion	1,000.00	2,750.00	0.00	0.00	0.00	3,750.00
Automobile Expense	0.00	0.00	0.00	4,867.22	0.00	4,867.22
Bank Service Charges	268.80	413.69	371.98	387.31	366.32	3,181.07
Cable/Internet	1,038.06	1,093.06	0.00	0.00	0.00	18,409.39
Cleaning	500.00	400.00	0.00	0.00	0.00	900.00
Commerical Rentals	0.00	0.00	0.00	0.00	0.00	93.14
Cultivation Operations	144,475.00	0.00	0.00	19,700.00	0.00	356,447.54
Destruction of Waste	0.00	0.00	0.00	0.00	0.00	5,500.00
Dispensary Operations	0.00	0.00	0.00	0.00	0.00	8,483.00
Growing Materials	0.00	0.00	0.00	0.00	0.00	2,988.10
Inspection Fee	0.00	0.00	0.00	0.00	0.00	2,775.67
Inventory	0.00	900.00	0.00	0.00	0.00	900.00
Janitorial Expense	0.00	216.72	0.00	0.00	0.00	3,827.07
License Fees	0.00	0.00	0.00	0.00	-72.00	326,550.94
Office Supplies	0.00	0.00	0.00	0.00	0.00	26,781.94
Payroll Expenses	239.60	12,557.34	3,000.00	0.00	11,000.00	146,527.16
Penalty Fee	0.00	0.00	0.00	0.00	0.00	434.47
Personal Property Tax	0.00	0.00	0.00	0.00	0.00	57,133.96
Postage	0.00	0.00	0.00	0.00	0.00	4,687.30
Production Operations	27,238.53	73,968.68	0.00	0.00	0.00	169,082.21
Software	0.00	0.00	0.00	0.00	0.00	12,262.13
Soil Reground	0.00	0.00	0.00	0.00	0.00	8,212.40
Supply	6,850.00	10,975.00	0.00	0.00	0.00	57,285.00
OPEX - Other	0.00	-239.60	0.00	0.00	0.00	-239.60
Total OPEX	181,609.99	103,034.89	3,371.98	24,954.53	11,294.32	1,220,840.11
Other/Contingency	30,902.47	44,600.00	2,400.00	3,200.00	3,840.00	151,604.27
Rents & Maintenance	59,939.85	74,859.60	0.00	0.00	227,859.35	976,019.30
Security	27,397.86	143,151.02	41,879.56	46,725.00	18,075.00	1,072,555.57
Utilities	29,106.23	8,246.03	60.18	0.00	0.00	139,640.43
Total Expense	528,073.95	786,272.71	92,763.35	78,747.03	328,909.27	5,738,957.38
Net Ordinary Income	-528,073.95	-786,272.71	-92,763.35	-78,747.03	-328,909.27	-5,738,957.38
Other Income/Expense						
Other Income						
Rebate	0.00	0.00	0.00	0.00	0.00	6,388.80
Recycling	0.00	0.00	0.00	0.00	0.00	65.40
Utility Return Deposits	0.00	0.00	0.00	0.00	0.00	642.62
Total Other Income	0.00	0.00	0.00	0.00	0.00	7,096.82
Net Other Income	0.00	0.00	0.00	0.00	0.00	7,096.82
Net Income	-528,073.95	-786,272.71	-92,763.35	-78,747.03	-328,909.27	-5,731,860.56

NUVEDA'S APPENDIX 0600

Note : We continue to recategorize the overhead expenses based on the Nevada's Exhibits in Support of Motion Page 152 of 316
 Note: In May 2020, \$100,000 was paid to Renaissance Blue Diamond for rent (\$70,850) and arrearages (\$29,150), to be applied toward Renaissance Blue Diamond's total claim amount.
 The additional \$127,859.35 was for CAPEX to improve the Wallflower Dispensary.

CW Nevada LLC Receivership
Balance Sheet
As of May 31, 2020

Accrual Basis

	<u>May 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
UAMS Trust	491,125.86
Valley Bank of Nevada 5432	643.65
Total Checking/Savings	491,769.51
Other Current Assets	
Security Deposit	
Utilities	200.00
Total Security Deposit	200.00
Total Other Current Assets	200.00
Total Current Assets	491,969.51
Other Assets	
Personal Property Tax Deposit	3,727.27
Total Other Assets	3,727.27
TOTAL ASSETS	<u>495,696.78</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	4,744,141.43
Receiver Cert Interest Payable	633,122.66
Total Accounts Payable	5,377,264.09
Other Current Liabilities	
Payroll Liability	12,557.34
Total Other Current Liabilities	12,557.34
Total Current Liabilities	5,389,821.43
Total Liabilities	5,389,821.43
Equity	
Receiver Certificates Payable	
Cypress, LLC	650,000.00
Ed Cochran	100,000.00
Fiore Management LLC	250,000.00
Highland Partners NV LLC	1,700,000.00
Rich Lashley	150,000.00
TRC-Evolution NV, LLC	3,365,000.00
Total Receiver Certificates Payable	6,215,000.00
Retained Earnings	-6,397,340.32
Net Income	-4,711,784.33
Total Equity	-4,894,124.65
TOTAL LIABILITIES & EQUITY	<u>495,696.78</u>

NUVEDA'S APPENDIX 0601

CWNevada LLC Receivership
Balance Sheet
As of May 31, 2020

Cash Basis

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
UAMS Trust	491,125.86
Valley Bank of Nevada 5432	643.65
Total Checking/Savings	491,769.51
Other Current Assets	
Security Deposit	
Utilities	200.00
Total Security Deposit	200.00
Total Other Current Assets	200.00
Total Current Assets	491,969.51
Other Assets	
Personal Property Tax Deposit	3,727.27
Total Other Assets	3,727.27
TOTAL ASSETS	495,696.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liability	12,557.34
Total Other Current Liabilities	12,557.34
Total Current Liabilities	12,557.34
Total Liabilities	12,557.34
Equity	
Receiver Certificates Payable	
Cypress, LLC	650,000.00
Ed Cochran	100,000.00
Fiore Management LLC	250,000.00
Highland Partners NV LLC	1,700,000.00
Rich Lashley	150,000.00
TRC-Evolution NV, LLC	3,365,000.00
Total Receiver Certificates Payable	6,215,000.00
Retained Earnings	-3,917,094.25
Net Income	-1,814,766.31
Total Equity	483,139.44
TOTAL LIABILITIES & EQUITY	495,696.78

NUVEDA'S APPENDIX 0602

CW Nevada LLC Receivership
A/P Aging Detail
As of May 31, 2020

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Bill	05/01/2020	INV 349367	Pahrump Valley Disposal 6029 - Oakridge	05/31/2020		15.12
Bill	05/22/2020	INV 1218301	Alarmco 63633 - Blue Diamond	06/01/2020		65.00
Bill	05/19/2020	INV 051920-02	Norton Consulting & Investigations	06/03/2020		15,620.88
Bill	05/24/2020	001 8610 136238501	Cox 8501 - Blue Diamond	06/03/2020		189.60
Bill	05/21/2020	001 8610 136235301	Cox 5301 - Ali Baba	06/05/2020		235.83
Bill	05/26/2020	INV 05.26.20	Statham Advising Services, LLC	06/05/2020		7,150.00
Bill	05/27/2020	3000359877423099154	NV Energy 9154 - 3132 Highland	06/06/2020		3,924.50
Bill	05/26/2020	INV 052620-01	Norton Consulting & Investigations	06/10/2020		15,862.80
Bill	05/31/2020	May Interest	Receiver Certificate Interest	06/10/2020		93,220.66
Bill	05/31/2020	INV 10221	Receiver Invoice	06/10/2020		60,513.75
Bill	05/31/2020	May 2020	Holley Driggs Walch	06/10/2020		136,727.65
Bill	05/31/2020	INV 10220	United AMS LLC	06/10/2020		96,610.73
Total Current						430,136.52
1 - 30						
Bill	04/24/2020	001 8610 136238501	Cox 8501 - Blue Diamond	05/04/2020	27	292.98
Bill	04/25/2020	3000359877423099154	NV Energy 9154 - 3132 Highland	05/05/2020	26	3,550.82
Bill	05/05/2020	ID 1017543453-901SUT	Nevada Department of Taxation	05/05/2020	26	1,891.05
Bill	04/21/2020	INV 042120-03	Norton Consulting & Investigations	05/06/2020	25	16,034.57
Bill	05/06/2020	ID 1017543453 MBT	Nevada Department of Taxation	05/06/2020	25	190.60
Bill	05/06/2020	INV 1208843	Alarmco 63639 - Oakridge	05/06/2020	25	150.00
Bill	05/06/2020	INV 1213588	Alarmco 63639 - Oakridge	05/06/2020	25	150.00
Bill	05/08/2020	INV 2632	Argentum Law - Shared	05/08/2020	23	24,279.37
Bill	04/30/2020	INV 10209	United AMS LLC	05/10/2020	21	96,445.05
Bill	04/30/2020	INV 10210	Receiver Invoice	05/10/2020	21	69,423.75
Bill	04/30/2020	April Interest	Receiver Certificate Interest	05/10/2020	21	81,828.00
Bill	04/30/2020	INV 04.30.20	Statham Advising Services, LLC	05/10/2020	21	10,000.00
Bill	04/30/2020	April Fee	SW Management	05/10/2020	21	13,000.00
Bill	04/30/2020	April Fee	H&H Management	05/10/2020	21	13,000.00
Bill	04/30/2020	April Fee	Peach River	05/10/2020	21	13,000.00
Bill	04/30/2020	April 2020	Holley Driggs Walch	05/10/2020	21	162,718.40
Bill	05/01/2020	ACCT 01-36215-1	Pahrump Valley Disposal 2151 - Oakridge	05/11/2020	20	306.66
Bill	05/01/2020	INV 33844	Innovative Access LLC	05/11/2020	20	85.00
Bill	05/01/2020	INV 09862	D&G Scale Nevada, Inc	05/11/2020	20	250.00
Bill	05/02/2020	001 8610 119233503	Cox 3503 - 3132 Highland	05/12/2020	19	264.06
Bill	04/28/2020	INV 042820-03	Norton Consulting & Investigations	05/13/2020	18	15,620.88
Bill	05/06/2020	INV 1213582	Alarmco 63633 - Blue Diamond	05/16/2020	15	65.00
Bill	05/06/2020	INV 1204091	Alarmco 63639 - Ali Baba	05/16/2020	15	150.00
Bill	05/07/2020	3000359877416603939	NV Energy Ali Baba Unit HSHS 3939	05/17/2020	14	70.53
Bill	05/08/2020	Policy # 08080519-1	Progressive	05/18/2020	13	813.20
Bill	05/08/2020	Identifier # 2002027	Washoe County Treasurer	05/18/2020	13	99.81
Bill	05/05/2020	INV 050520-02	Norton Consulting & Investigations	05/20/2020	11	15,850.88
Credit	05/20/2020		Southwest Gas Ali Baba LN #D			-31.99
Bill	05/11/2020	CP220	United States Treasury	05/21/2020	10	10,040.01
Bill	05/12/2020	ACCT # 9025420006	Valley Electric Oakridge #5	05/22/2020	9	219.86
Bill	05/12/2020	ACCT # 9025420005	Valley Electric Oakridge #4	05/22/2020	9	37.50
Bill	05/12/2020	ACCT # 9025420004	Valley Electric Oakridge #3	05/22/2020	9	754.49
Bill	05/12/2020	ACCT # 9025420003	Valley Electric Oakridge #2	05/22/2020	9	74.95
Bill	05/12/2020	ACCT # 9025420002	Valley Electric Oakridge #2	05/22/2020	9	1,875.00
Bill	05/12/2020	ACCT # 9025420001	Valley Electric Oakridge	05/22/2020	9	247.98
Bill	05/12/2020	ACCT 900-90684440	First Insurance Funding	05/22/2020	9	2,840.60
Bill	05/22/2020	INV 1218307	Alarmco 63639 - Oakridge	05/22/2020	9	150.00
Bill	05/22/2020	INV 1218302	Alarmco 63634 - Ali Baba	05/22/2020	9	65.00
Bill	05/22/2020	INV 1218318	Alarmco 63652 - Highland	05/22/2020	9	145.00
Bill	05/22/2020	INV 1218317	Alarmco 63651 - Highland	05/22/2020	9	170.00
Bill	05/13/2020	Meter # 1020406	LV Water #0406 - 3132 Highland	05/23/2020	8	190.23
Bill	05/13/2020	Meter # 0342918	LV Water #2918 - 3132 Highland	05/23/2020	8	177.73
Bill	05/13/2020	Meter # 0707271	LV Water #7271 - 3152 Highland	05/23/2020	8	39.64
Bill	05/13/2020	Meter # 0848438	LV Water #8438 - 3152 Highland	05/23/2020	8	128.44
Bill	05/13/2020	Meter # 0328260	LV Water #8260 - Ali Baba	05/23/2020	8	133.83
Bill	05/13/2020	Meter # 0651922	LV Water #1922 - Ali Baba	05/23/2020	8	148.73
Bill	05/15/2020	3000359877423099147	NV Energy 9147 - 3152 Highland	05/25/2020	6	72.95
Bill	05/15/2020	3000359877417315103	NV Energy Ali Baba Unit E 5103	05/25/2020	6	280.00
Bill	05/15/2020	3000359877417315087	NV Energy Ali Baba Unit D 5087	05/25/2020	6	766.59
Bill	05/15/2020	3000359877417115149	NV Energy Ali Baba Unit C 5149	05/25/2020	6	369.24
Bill	05/15/2020	3000359877416757388	NV Energy Ali Baba Unit A 7388	05/25/2020	6	428.47
Bill	05/15/2020	INV 330622	Next Gen	05/25/2020	6	297.00
Bill	05/12/2020	INV 051220-02	Norton Consulting & Investigations	05/27/2020	4	15,735.88
Bill	05/28/2020	INV 1341 Late Fee	Cleaning Fairies - Ali Baba	05/28/2020	3	120.00
Bill	05/19/2020	INV 10260	Spartan Armored	05/30/2020	1	2,250.00
Bill	05/20/2020	ACCT 211-6342865-005	Southwest Gas Ali Baba LN #D	05/30/2020	1	29.48
Total 1 - 30						577,287.22
31 - 60						
Bill	03/17/2020	INV 031720-4	Norton Consulting & Investigations	04/01/2020	60	6,670.17
Bill	03/23/2020	ACCT 211-6342865-005	Southwest Gas Ali Baba LN #D	04/02/2020	59	218.24

NUVEDA'S APPENDIX 0603

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Note: The Nevada Department of Taxation has not provided full tax statements for the entity. The current tax balance reflected on this report is from the State of Nevada Office of the Attorney General letter dated March 4, 2020 which shows the entity's current tax balance.

CWNebraska LLC Receivership
A/P Aging Detail
As of May 31, 2020

Type	Date	Num	Name	Due Date	Aging	Open Balance
Bill	03/23/2020	Repair Order #15704	ASK Auto Repair	04/02/2020	59	4,867.21
Bill	03/25/2020	INV 1208837	Alarmco 63633 - Blue Diamond	04/04/2020	57	65.00
Bill	03/25/2020	001 8610 136238501	Cox 8501 - Blue Diamond	04/04/2020	57	293.18
Bill	03/27/2020	3000359877423099154	NV Energy 9154 - 3132 Highland	04/06/2020	55	3,579.70
Bill	03/27/2020	001 8610 119233503	Cox 3503 - 3132 Highland	04/06/2020	55	264.05
Bill	04/06/2020	ID 1017543453 MBT	Nevada Department of Taxation	04/06/2020	55	190.61
Bill	04/07/2020	INV 1342	Cleaning Fairies - Ali Baba	04/07/2020	54	300.00
Bill	03/24/2020	INV 032420-1	Norton Consulting & Investigations	04/08/2020	53	16,986.84
Bill	03/30/2020	CP134B	United States Treasury	04/09/2020	52	26.43
Bill	04/09/2020	INV 35030	Alarmco 63651 - Highland	04/09/2020	52	30.83
Bill	04/09/2020	INV 35027	Alarmco 63651 - Highland	04/09/2020	52	1,730.00
Bill	04/09/2020	INV 2577	Argentum Law - Shared	04/09/2020	52	12,810.50
Bill	03/31/2020	INV 0620-031080898	Republic Service - Blue Diamond	04/10/2020	51	376.05
Bill	03/31/2020	INV 0620-031080896	Republic Service - 3132 Highland	04/10/2020	51	792.36
Bill	03/31/2020	INV 0620-031080894	Republic Services - Ali Baba	04/10/2020	51	376.05
Bill	03/31/2020	INV 10204	Receiver Invoice	04/10/2020	51	56,306.25
Bill	03/31/2020	INV 10203	United AMS LLC	04/10/2020	51	106,692.14
Bill	03/31/2020	March Interest	Receiver Certificate Interest	04/10/2020	51	84,626.00
Bill	03/31/2020	INV 03.31.20	Statham Advising Services, LLC	04/10/2020	51	24,850.00
Bill	03/31/2020	March Fee	SW Management	04/10/2020	51	13,000.00
Bill	03/31/2020	March Fee	Peach River	04/10/2020	51	13,000.00
Bill	03/31/2020	March Fee	H&H Management	04/10/2020	51	13,000.00
Bill	03/31/2020	March 2020	Holley Driggs Walch	04/10/2020	51	143,983.98
Bill	04/01/2020	ACCT 01-36215-1	Pahrump Valley Disposal 2151 - Oakridge	04/11/2020	50	2,172.76
Bill	04/01/2020	ACCT 01-37602-9	Pahrump Valley Disposal 6029 - Oakridge	04/11/2020	50	15.12
Bill	04/01/2020	ACCT#4789120000	Clark County Water Reclamation - Ali Baba	04/11/2020	50	1,653.19
Bill	03/30/2020	INV 033020-3	Norton Consulting & Investigations	04/14/2020	47	15,620.88
Bill	04/06/2020	ID 1017543453-901SUT	Nevada Department of Taxation	04/16/2020	45	1,891.06
Bill	04/07/2020	3000359877416603939	NV Energy Ali Baba Unit HSHS 3939	04/17/2020	44	72.78
Bill	04/08/2020	Policy # 08080519-1	Progressive	04/18/2020	43	803.20
Bill	04/11/2020	3000359877423223663	NV Energy BD Unit HS 3663	04/21/2020	40	212.27
Bill	04/11/2020	3000359877417930141	NV Energy BD Unit LB1 0141	04/21/2020	40	49.74
Bill	04/11/2020	3000359877423223655	NV Energy BD Unit LB2 3655	04/21/2020	40	688.41
Bill	04/11/2020	3000359877423223671	NV Energy BD Unit LB3 #3671	04/21/2020	40	112.80
Bill	04/11/2020	3000359877423223689	NV Energy BD Pump MSFP #3689	04/21/2020	40	29.73
Bill	04/07/2020	INV 040720-1	Norton Consulting & Investigations	04/22/2020	39	15,784.04
Bill	04/22/2020	INV 118516	Alarmco 63634 - Ali Baba	04/22/2020	39	23.30
Bill	04/23/2020	INV 1213598	Alarmco 63651 - Highland	04/23/2020	38	170.00
Bill	04/23/2020	INV 63651	Alarmco 63651 - Highland	04/23/2020	38	145.00
Bill	04/23/2020	INV 1213599	Alarmco 63652 - Highland	04/23/2020	38	145.00
Bill	04/14/2020	ACCT # 9025420003	Valley Electric Oakridge #2	04/24/2020	37	74.95
Bill	04/14/2020	ACCT # 9025420002	Valley Electric Oakridge #2	04/24/2020	37	1,875.00
Bill	04/14/2020	ACCT # 9025420004	Valley Electric Oakridge #3	04/24/2020	37	415.20
Bill	04/14/2020	ACCT # 9025420005	Valley Electric Oakridge #4	04/24/2020	37	37.50
Bill	04/14/2020	ACCT # 9025420006	Valley Electric Oakridge #5	04/24/2020	37	247.05
Bill	04/14/2020	ACCT # 9025420001	Valley Electric Oakridge	04/24/2020	37	185.09
Bill	04/15/2020	3000359877423099147	NV Energy 9147 - 3152 Highland	04/25/2020	36	69.36
Bill	04/15/2020	Meter # 1020406	LV Water #0406 - 3132 Highland	04/25/2020	36	197.02
Bill	04/15/2020	Meter # 0342918	LV Water #2918 - 3132 Highland	04/25/2020	36	383.71
Bill	04/15/2020	Meter # 0707271	LV Water #7271 - 3152 Highland	04/25/2020	36	41.06
Bill	04/15/2020	Meter # 0848438	LV Water #8438 - 3152 Highland	04/25/2020	36	132.95
Bill	04/15/2020	Meter # 0328260	LV Water #8260 - Ali Baba	04/25/2020	36	138.61
Bill	04/15/2020	Meter # 0651922	LV Water #1922 - Ali Baba	04/25/2020	36	155.09
Bill	04/15/2020	3000359877416757388	NV Energy Ali Baba Unit A 7388	04/25/2020	36	452.43
Bill	04/15/2020	3000359877417115149	NV Energy Ali Baba Unit C 5149	04/25/2020	36	405.67
Bill	04/15/2020	3000359877417315087	NV Energy Ali Baba Unit D 5087	04/25/2020	36	468.66
Bill	04/15/2020	3000359877417315103	NV Energy Ali Baba Unit E 5103	04/25/2020	36	239.91
Bill	04/28/2020	INV 104308	Alarmco 63639 - Oakridge	04/28/2020	33	100.00
Bill	04/14/2020	INV 041420-03	Norton Consulting & Investigations	04/29/2020	32	15,927.42
Bill	04/20/2020	001 8610 136235301	Cox 5301 - Ali Baba	04/30/2020	31	285.62

Total 31 - 60

566,457.17

61 - 90

Bill	02/21/2020	ACCT 211-6342865-005	Southwest Gas Ali Baba LN #D	03/02/2020	90	112.22
Bill	02/21/2020	INV 1204085	Alarmco 63633 - Blue Diamond	03/02/2020	90	65.00
Bill	03/03/2020	INV 2504	Argentum Law - Shared	03/03/2020	89	2,846.50
Bill	02/24/2020	001 8610 136238501	Cox 8501 - Blue Diamond	03/05/2020	87	267.64
Bill	03/06/2020	INV 1199339	Alarmco 63651 - Highland	03/06/2020	86	145.00
Bill	03/06/2020	ID 1017543453 MBT	Nevada Department of Taxation	03/06/2020	86	190.60
Bill	02/26/2020	3000359877423099154	NV Energy 9154 - 3132 Highland	03/07/2020	85	3,198.69
Bill	02/29/2020	INV 10201	United AMS LLC	03/10/2020	82	110,365.10
Bill	02/29/2020	INV 10202	Receiver Invoice	03/10/2020	82	35,640.00
Bill	02/29/2020	Feb Interest	Receiver Certificate Interest	03/10/2020	82	73,604.00
Bill	02/29/2020	Feb 2020	Holley Driggs Walch	03/10/2020	82	72,787.15
Bill	03/01/2020	ACCT 01-37602-9	Pahrump Valley Disposal 6029 - Oakridge	03/11/2020	81	90.72
Bill	03/02/2020	CP134B	United States Treasury	03/12/2020	80	6,896.87
Bill	03/02/2020	001 8610 119233503	Cox 3503 - 3132 Highland	03/12/2020	80	233.38
Bill	03/06/2020	ID 1017543453-901SUT	Nevada Department of Taxation	03/16/2020	76	3,782.11

NUVEDA'S APPENDIX 0604

CW Nevada LLC Receivership
A/P Aging Detail
As of May 31, 2020

Type	Date	Num	Name	Due Date	Aging	Open Balance
Bill	03/12/2020	3000359877423223671	NV Energy BD Unit LB3 #3671	03/22/2020	70	33.23
Bill	03/12/2020	3000359877423223671	NV Energy BD Unit LB3 #3671	03/22/2020	70	33.75
Bill	03/12/2020	3000359877423223655	NV Energy BD Unit LB2 3655	03/22/2020	70	206.31
Bill	03/12/2020	3000359877423223655	NV Energy BD Unit LB2 3655	03/22/2020	70	220.58
Bill	03/12/2020	3000359877417930141	NV Energy BD Unit LB1 0141	03/22/2020	70	49.33
Bill	03/12/2020	3000359877417930141	NV Energy BD Unit LB1 0141	03/22/2020	70	50.56
Bill	03/12/2020	3000359877423223663	NV Energy BD Unit HS 3663	03/22/2020	70	86.92
Bill	03/12/2020	3000359877423223663	NV Energy BD Unit HS 3663	03/22/2020	70	82.12
Bill	03/12/2020	ACCT # 9025420004	Valley Electric Oakridge #3	03/22/2020	70	551.41
Bill	03/12/2020	ACCT # 9025420001	Valley Electric Oakridge	03/22/2020	70	203.78
Bill	03/12/2020	ACCT # 9025420003	Valley Electric Oakridge #2	03/22/2020	70	76.07
Bill	03/12/2020	ACCT 90254200005	Valley Electric Oakridge #4	03/22/2020	70	38.06
Bill	03/12/2020	ACCT 9025420002	Valley Electric Oakridge #2	03/22/2020	70	2,443.82
Bill	03/12/2020	ACCT 9025420006	Valley Electric Oakridge #5	03/22/2020	70	294.34
Bill	03/14/2020	Meter #0328260	LV Water #8260 - Ali Baba	03/24/2020	68	143.40
Bill	03/14/2020	3000359877416603939	NV Energy Ali Baba Unit HSHS 3939	03/24/2020	68	78.07
Bill	03/14/2020	3000359877417315103	NV Energy Ali Baba Unit E 5103	03/24/2020	68	247.04
Bill	03/14/2020	3000359877417315103	NV Energy Ali Baba Unit E 5103	03/24/2020	68	281.26
Bill	03/14/2020	3000359877417315087	NV Energy Ali Baba Unit D 5087	03/24/2020	68	521.01
Bill	03/14/2020	3000359877417315087	NV Energy Ali Baba Unit D 5087	03/24/2020	68	524.35
Bill	03/14/2020	3000359877417115149	NV Energy Ali Baba Unit C 5149	03/24/2020	68	611.67
Bill	03/14/2020	3000359877417115149	NV Energy Ali Baba Unit C 5149	03/24/2020	68	521.65
Bill	03/14/2020	3000359877416757388	NV Energy Ali Baba Unit A 7388	03/24/2020	68	734.66
Bill	03/14/2020	3000359877416757388	NV Energy Ali Baba Unit A 7388	03/24/2020	68	601.70
Bill	03/14/2020	3000359877423099147	NV Energy 9147 - 3152 Highland	03/24/2020	68	74.98
Bill	03/14/2020	3000359877423099147	NV Energy 9147 - 3152 Highland	03/24/2020	68	71.65
Bill	03/15/2020	INV 731003	Next Gen	03/25/2020	67	323.50
Bill	03/15/2020	ACCT 1487-067034	Suburban Propane	03/25/2020	67	1.00
Bill	03/25/2020	INV 1208838	Alarmco 63634 - Ali Baba	03/25/2020	67	65.00
Bill	03/25/2020	INV 1208853	Alarmco 63651 - Highland	03/25/2020	67	145.00
Bill	03/25/2020	INV 63652	Alarmco 63652 - Highland	03/25/2020	67	145.00
Bill	03/25/2020	INV 63639	Alarmco 63639 - Oakridge	03/25/2020	67	150.00
Bill	03/16/2020	Policy # 08080519-1	Progressive	03/26/2020	66	803.20
Bill	03/17/2020	Meter #1020406	LV Water #0406 - 3132 Highland	03/27/2020	65	203.82
Bill	03/17/2020	Meter #0342918	LV Water #2918 - 3132 Highland	03/27/2020	65	184.66
Bill	03/17/2020	Meter #0707271	LV Water #7271 - 3152 Highland	03/27/2020	65	42.48
Bill	03/17/2020	Meter #0848438	LV Water #8438 - 3152 Highland	03/27/2020	65	135.64
Bill	03/17/2020	Meter #0651922	LV Water #1922 - Ali Baba	03/27/2020	65	168.85
Bill	03/27/2020	INV 57230W	Alarmco 63651 - Highland	03/27/2020	65	1,730.00
Bill	03/18/2020	ACCT # 187977	Clark County Assessor - 3132 Highland	03/28/2020	64	23,956.50
Bill	03/21/2020	001 8610 136235301	Cox 5301 - Ali Baba	03/31/2020	61	224.72
Total 61 - 90						347,286.07
> 90						
Bill	07/09/2019	1017543453-004MJF	Nevada Department of Taxation	07/09/2019	327	750.00
Bill	06/30/2019	INV 10187	Receiver Invoice	07/10/2019	326	61,875.00
Bill	06/30/2019	June Interest	Receiver Certificate Interest	07/10/2019	326	1,265.00
Bill	07/01/2019	Acct#4789120000	Clark County Water Reclamation - Ali Baba	07/31/2019	305	1,488.27
Bill	07/29/2019	Notice CP504B	United States Treasury	08/08/2019	297	487,901.94
Bill	07/31/2019	INV 10188	Receiver Invoice	08/10/2019	295	53,212.50
Bill	07/31/2019	July Interest	Receiver Certificate Interest	08/10/2019	295	14,373.00
Bill	08/31/2019	INV 10189	Receiver Invoice	09/10/2019	264	46,035.00
Bill	08/31/2019	August Interest	Receiver Certificate Interest	09/10/2019	264	22,046.00
Bill	09/30/2019	INV 10190	Receiver Invoice	10/10/2019	234	44,673.75
Bill	09/30/2019	Sept Interest	Receiver Certificate Interest	10/10/2019	234	31,716.00
Bill	10/01/2019	Acct#4789120000	Clark County Water Reclamation - Ali Baba	10/11/2019	233	164.92
Bill	10/03/2019	INV 118241	Alarmco 63633 - Blue Diamond	10/13/2019	231	180.00
Bill	10/31/2019	INV 10168	United AMS LLC	11/10/2019	203	72,404.70
Bill	10/31/2019	INV 10191	Receiver Invoice	11/10/2019	203	47,396.25
Bill	10/31/2019	Oct Interest	Receiver Certificate Interest	11/10/2019	203	47,305.00
Bill	11/18/2019	INV 1	Dot Dot Dot Supply Company	11/28/2019	185	13,150.00
Bill	11/30/2019	INV 10173	United AMS LLC	12/10/2019	173	74,040.21
Bill	11/30/2019	INV 10192	Receiver Invoice	12/10/2019	173	35,887.50
Bill	11/30/2019	Nov Interest	Receiver Certificate Interest	12/10/2019	173	53,838.00
Bill	12/09/2019	Notice CP504B	United States Treasury	12/19/2019	164	187,558.87
Bill	12/20/2019	1017543453-002MJF	Nevada Department of Taxation	12/20/2019	163	1,500.00
Bill	12/20/2019	1017543453-001RMT	Nevada Department of Taxation	12/20/2019	163	167,998.47
Bill	12/23/2019	ID 1017543453-005WMT	Nevada Department of Taxation	12/23/2019	160	359,266.84
Bill	01/06/2020	ID 1017543453-901SUT	Nevada Department of Taxation	01/06/2020	146	297,880.77
Bill	01/06/2020	ID 1017543453 MBT	Nevada Department of Taxation	01/06/2020	146	31,372.27
Bill	12/31/2019	INV 10176	United AMS LLC	01/10/2020	142	58,829.38
Bill	12/31/2019	INV 10193	Receiver Invoice	01/10/2020	142	40,218.75
Bill	12/31/2019	Dec Interest	Receiver Certificate Interest	01/10/2020	142	61,201.00
Bill	12/31/2019	Dec 2019	Holley Driggs Walch	01/10/2020	142	138,857.88
Bill	01/23/2020	INV 1199323	Alarmco 63634 - Ali Baba	01/23/2020	129	65.00
Bill	01/23/2020	INV 1199328	Alarmco 63639 - Oakridge	01/23/2020	129	150.00
Bill	01/23/2020	INV 1199322	Alarmco 63633 - Blue Diamond	02/02/2020	119	65.00
Bill	02/04/2020	ID 1017543453-005WMT	Nevada Department of Taxation	02/04/2020	117	107,848.58

NUVEDA'S APPENDIX 0605

CW Nevada LLC Receivership
A/P Aging Detail
As of May 31, 2020

Type	Date	Num	Name	Due Date	Aging	Open Balance
Bill	02/04/2020	ID 1017543453-005MJF	Nevada Department of Taxation	02/04/2020	117	527.25
Bill	02/07/2020	ID 1017543453-006MJF	Nevada Department of Taxation	02/07/2020	114	750.00
Bill	02/07/2020	ID 1017543453 MBT	Nevada Department of Taxation	02/07/2020	114	190.61
Bill	01/31/2020	INV 10198	United AMS LLC	02/10/2020	111	94,413.09
Bill	01/31/2020	INV 10199	Receiver Invoice	02/10/2020	111	41,456.25
Bill	01/31/2020	Jan Interest	Receiver Certificate Interest	02/10/2020	111	68,100.00
Bill	01/31/2020	Jan 2020	Holley Driggs Walch	02/10/2020	111	107,356.95
Bill	02/05/2020	Acct#185669	Clark County Assessor - Ali Baba	02/15/2020	106	21,153.82
Bill	02/05/2020	Acct#185986	Clark County Assessor - Blue Diamond	02/15/2020	106	11,439.00
Bill	02/07/2020	ACCT 01-36215-1	Pahrump Valley Disposal 2151 - Oakridge	02/17/2020	104	1,396.39
Credit	02/18/2020	ACCT 211-6183901-005	Southwest Gas - 3132 Highland			-138.53
Bill	02/11/2020	ACCT #9025420002	Valley Electric Oakridge #2	02/21/2020	100	2,407.70
Bill	02/11/2020	ACCT #9025420003	Valley Electric Oakridge #2	02/21/2020	100	74.95
Bill	02/11/2020	ACCT #9025420004	Valley Electric Oakridge #3	02/21/2020	100	540.27
Bill	02/11/2020	ACCT #9025420005	Valley Electric Oakridge #4	02/21/2020	100	37.50
Bill	02/11/2020	ACCT #9025420006	Valley Electric Oakridge #5	02/21/2020	100	402.65
Bill	02/11/2020	Acct #9025420001	Valley Electric Oakridge	02/21/2020	100	281.10
Bill	02/21/2020	INV 1204086	Alarmco 63634 - Ali Baba	02/21/2020	100	65.00
Bill	02/21/2020	INV 1204101	Alarmco 63651 - Highland	02/21/2020	100	145.00
Bill	02/21/2020	INV 1204091	Alarmco 63639 - Oakridge	02/21/2020	100	150.00
Bill	02/21/2020	INV 1204102	Alarmco 63652 - Highland	02/21/2020	100	145.00
Bill	02/15/2020	INV 328765	Next Gen	02/25/2020	96	297.00
Bill	02/26/2020	INV 1341	Cleaning Fairies - Ali Baba	02/26/2020	95	400.00
Bill	02/29/2020	AG Letter 3/4/2020	Nevada Department of Taxation	02/29/2020	92	541,756.88
Bill	02/20/2020	001 8610 119233503	Cox 3503 - 3132 Highland	03/01/2020	91	233.38
Total > 90						3,456,097.11
TOTAL						5,377,264.09

NUVEDA'S APPENDIX 0606

**CWNevada LLC Receivership
Profit & Loss Budget vs. Actual**

Cash Basis

May 2020

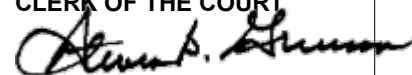
	May 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
Consultants/Compliance	0.00	80,000.00	-80,000.00	0.0%
Insurance Expense	2,840.60	10,000.00	-7,159.40	28.4%
Legal & Receivership	65,000.00	150,000.00	-85,000.00	43.3%
Operators' Management Fee	0.00	39,000.00	-39,000.00	0.0%
OPEX	11,294.32	175,000.00	-163,705.68	6.5%
Other/Contingency	3,840.00	40,000.00	-36,160.00	9.6%
Rents & Maintenance	227,859.35	120,000.00	107,859.35	189.9%
Security	18,075.00	105,000.00	-86,925.00	17.2%
Utilities	0.00	25,000.00	-25,000.00	0.0%
Total Expense	328,909.27	744,000.00	-415,090.73	44.2%
Net Ordinary Income	-328,909.27	-744,000.00	415,090.73	44.2%
Net Income	-328,909.27	-744,000.00	415,090.73	44.2%

EXHIBIT 11

Receiver Certificates Issued Through 5/31/2020

CW Nevada LLC

Certificate Number	Funding Date	Amount	Annual Interest Rate	Interest Earned to end date	Total Indebtedness Per Certificate	as of	Case	Certificate Issued to	Filed Date	Funded by
1.1	6/28/2019	\$250,000.00	18.00%	\$42,031.18	\$292,031.18	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	7/22/2019	Timothy Wadhams
1.2	6/28/2019	\$150,000.00	18.00%	\$25,218.71	\$175,218.71	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	7/22/2019	Green Pastures Group LLC
1.3	6/28/2019	\$100,000.00	18.00%	\$16,812.47	\$116,812.47	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	7/22/2019	Warwick Income Partners
1.4	8/5/2019	\$250,000.00	18.00%	\$36,973.43	\$286,973.43	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	7/22/2019	Green Pastures Group LLC
2	6/28/2019	\$100,000.00	18.00%	\$16,812.47	\$116,812.47	05/31/2020	A-17-755479-C	Ed Cochran	7/22/2019	Edward E Cochran
3	6/28/2019	\$150,000.00	18.00%	\$25,218.71	\$175,218.71	05/31/2020	A-17-755479-C	Rich Lashley	7/22/2019	Richard John Lashley TTEE Lashley
4	6/25/2019	\$250,000.00	18.00%	\$42,434.25	\$292,434.25	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	8/19/2019	Thornapple River Capital LLC
5	8/2/2019	\$250,000.00	18.00%	\$37,369.52	\$287,369.52	05/31/2020	A-17-755479-C	Fiore Management LLC	8/19/2019	Fiore Management LLC
6	8/27/2019	\$600,000.00	18.00%	\$81,804.92	\$681,804.92	05/31/2020	A-17-755479-C	TRC-Evolution NV, LLC	9/17/2019	Green Pastures Group
7	9/20/2019	\$350,000.00	18.00%	\$43,355.11	\$393,355.11	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	9/23/2019	Highland Partners LLC
8	9/24/2019	\$150,000.00	18.00%	\$18,271.02	\$168,271.02	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	9/25/2019	Highland Partners LLC
9	10/4/2019	\$350,000.00	18.00%	\$40,831.34	\$390,831.34	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	11/6/2019	Highland Partners LLC
10	10/11/2019	\$150,000.00	18.00%	\$16,960.94	\$166,960.94	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	11/6/2019	Highland Partners LLC
11	10/17/2019	\$500,000.00	18.00%	\$55,003.35	\$555,003.35	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	11/6/2019	Highland Partners LLC
12	11/6/2019	\$200,000.00	18.00%	\$19,969.34	\$219,969.34	05/31/2020	A-17-755479-C	Highland Partners NV, LLC	11/25/2019	Highland Partners LLC
13.1	12/6/2019	\$100,000.00	18.00%	\$8,478.08	\$108,478.08	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	12/27/2019	Edgar Jannotta Jr.
13.2	12/6/2019	\$200,000.00	18.00%	\$16,956.16	\$216,956.16	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	12/27/2019	Warwick Income Partners
14.1	12/23/2019	\$100,000.00	18.00%	\$7,633.52	\$107,633.52	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	12/27/2019	Edwin Koehn
14.2	12/23/2019	\$100,000.00	18.00%	\$7,633.52	\$107,633.52	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	12/27/2019	Aaron Koehn
14A(Draft/Not Filed)	1/7/2020	\$200,000.00	18.00%	\$13,787.58	\$213,787.58	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC		Richard John Lashley TTEE Lashley
15	1/22/2020	\$200,000.00	18.00%	\$12,318.28	\$212,318.28	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	2/7/2020	TRC-Evolution NV LLC
16	1/31/2020	\$300,000.00	18.00%	\$17,162.33	\$317,162.33	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	2/7/2020	Edgar Jannotta Jr.
17	2/12/2020	\$150,000.00	18.00%	\$7,708.66	\$157,708.66	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	2/21/2020	TRC-Evolution NV LLC
18	2/14/2020	\$100,000.00	18.00%	\$5,042.47	\$105,042.47	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	2/21/2020	TRC-Evolution NV LLC
19	2/19/2020	\$50,000.00	18.00%	\$2,400.64	\$52,400.64	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	2/21/2020	TRC-Evolution NV LLC
20	2/21/2020	\$100,000.00	18.00%	\$4,704.95	\$104,704.95	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	3/25/2020	TRC-Evolution NV LLC
21	3/17/2020	\$75,000.00	18.00%	\$2,631.27	\$77,631.27	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	4/10/2020	TRC-Evolution NV LLC
22.1	4/2/2020	\$30,000.00	18.00%	\$824.92	\$30,824.92	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	5/29/2020	TRC-Evolution NV LLC
22.2	4/10/2020	\$25,000.00	18.00%	\$593.12	\$25,593.12	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	5/29/2020	TRC-Evolution NV LLC
22.3	4/17/2020	\$15,000.00	18.00%	\$306.53	\$15,306.53	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	5/29/2020	TRC-Evolution NV LLC
22.4	5/6/2020	\$10,000.00	18.00%	\$115.60	\$10,115.60	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	5/29/2020	TRC-Evolution NV LLC
22.5	5/19/2020	\$10,000.00	18.00%	\$55.32	\$10,055.32	05/31/2020	A-17-755479-C	TRC-Evolution NV LLC	5/29/2020	TRC-Evolution NV LLC
23	5/12/2020	\$650,000.00	18.00%	\$5,702.94	\$655,702.94	05/31/2020	A-17-755479-C	Cypress, LLC	5/29/2020	Cactus Operating LLC
Total		\$6,215,000.00		\$ 633,122.66	\$6,848,122.66					



NOTC
RICHARD F. HOLLEY, ESQ.
Nevada Bar No. 3077
E-mail: rholley@nevadafirm.com
JOHN J. SAVAGE, ESQ.
Nevada Bar No. 11455
E-mail: jsavage@nevadafirm.com
HOLLEY DRIGGS
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
Attorneys for Dotan Y. Melech, Receiver

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and ROE
ENTITIES, II through XX, inclusive,

Defendants.

Case No.: A-17-755479-B
Dept. No.: XI

**NOTICE OF RECEIVER'S CERTIFICATES OF
INDEBTEDNESS NO. 22.1 THROUGH NO. 22.5**

Dotan Y. Melech, the Court-appointed receiver over CWNEVADA, LLC ("CWNevada")
in this matter ("Receiver"), by and through his undersigned counsel of record, the law firm of
Holley Driggs (the "Holley Firm"), hereby provides all interested parties with this Notice of
Receiver's Certificates of Indebtedness No. 22.1 through No. 22.5.

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On April 7, 2020, the *Order Granting Receiver's Motion to Approve Proposed Receiver Certificates Number 21 and Number 22 on Order Shortening Time and Denying NuVeda LLC's Countermotion for Relief* was entered and filed, approving Receiver's Certificate of Indebtedness Number 22. The **Receiver's Certificates of Indebtedness No. 22.1 through No. 22.5** are attached hereto as **Exhibit "A"**.

Dated this 29th day of May 2020.

HOLLEY DRIGGS

/s/ John J. Savage
 RICHARD F. HOLLEY, ESQ.
 Nevada Bar No. 3077
 JOHN J. SAVAGE, ESQ.
 Nevada Bar No. 11455
 400 South Fourth Street, Third Floor
 Las Vegas, Nevada 89101
Attorneys for Dotan Y. Melech, Receiver

EXHIBIT “A”

UNITED AMS, LLC
8350 W Sahara Ave., Ste. 150
Las Vegas, NV 89117
Ph: 702.586.7413
Fax: 702.586.9275

Court Appointed Receiver

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NV

NUVEDA, LLC a Nevada Limited Liability
Company; and CWNEVADA LLC, Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a Foreign Limited
Liability Company, DOES I through X, and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 22.1**

1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not individually, but solely in his capacity as Receiver of certain assets and interests owned by Defendant.

2. This certifies that there is due to TRC-Evolution NV LLC, a Michigan limited liability company, from the Receiver the principal sum of \$30,000 together with interest thereon as provided in Paragraph 3 below, payable (a) upon sale (by foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not limited to the real and personal property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of the receivership's assets, from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). If the indebtedness evidenced hereby

1 has not been paid in full before or pursuant to final distribution of the receivership's assets, this
2 certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate
3 distributed in the final distribution of the receivership estate assets, with such priority as provided in
4 Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds
5 generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b)
6 upon collection of rental or other income from the Receivership Estate, from the monies collected
7 thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the
8 payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal.
9 Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall
10 direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the
11 person making such payment, marking the same "paid in full," and, if so requested, shall deliver to
12 the person making such payment an instrument in recordable form executed by the obligee hereof,
13 such obligee's successor in interest or such obligee's assign (in which case written assignment
14 hereof in recordable form shall also be delivered), releasing the lien of this certificate on all
15 collateral encumbered hereby.

16 3. Interest on the principal sum of this certificate shall accrue from the date the funds are
17 advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum.
18 Interest will be computed on a three hundred sixty (360) day basis and the actual number of days
19 elapsed, compounded monthly.

20 4. To the extent permitted by law, this certificate shall constitute a lien on all of the
21 Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have
22 priority over all other liens encumbering the Collateral, whether previously existing or hereafter
23 created.

24 5. This certificate is issued under the authority of, and in accordance with, the orders of
25 this Court in the receivership proceeding, including, without limitation the Order.
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RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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NUVEDA'S APPENDIX 0614

1 6. This certificate is declared to be a debt of the Receiver, and his successors as
2 Receiver, and the Receiver shall have no personal liability with respect to any of the obligations
3 referred to herein.

4 7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

5
6 Dated: May 20, 2020

By: [Signature]
Dotan Y. Melech, Receiver

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8 STATE OF NEVADA)
9 COUNTY OF CLARK)

10 On May 20, 2020, before me, Mary Ellen Seehafer, a Notary Public, personally
11 appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to
12 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
13 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
14 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
15 executed the instrument.

16 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is
17 true and correct.

18 WITNESS my hand and official seal.

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Signature M.E. Seehafer



RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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ATTACHMENT 1
to Receiver's Certificate of Indebtedness
A-17-755479-B
COLLATERAL
NONE

Exhibit A – Lender(s)

NUVEDA'S APPENDIX 0616

UNITED AMS, LLC
8350 W Sahara Ave., Ste. 150
Las Vegas, NV 89117
Ph: 702.586.7413
Fax: 702.586.9275

Court Appointed Receiver

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NV

NUVEDA, LLC a Nevada Limited Liability
Company; and CWNEVADA LLC, Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a Foreign Limited
Liability Company, DOES I through X, and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 22.2**

1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not individually, but solely in his capacity as Receiver of certain assets and interests owned by Defendant.

2. This certifies that there is due to TRC-Evolution NV LLC, a Michigan limited liability company, from the Receiver the principal sum of \$25,000 together with interest thereon as provided in Paragraph 3 below, payable (a) upon sale (by foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not limited to the real and personal property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of the receivership's assets, from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). If the indebtedness evidenced hereby

has not been paid in full before or pursuant to final distribution of the receivership's assets, this certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate distributed in the final distribution of the receivership estate assets, with such priority as provided in Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b) upon collection of rental or other income from the Receivership Estate, from the monies collected thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal. Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the person making such payment, marking the same "paid in full," and, if so requested, shall deliver to the person making such payment an instrument in recordable form executed by the obligee hereof, such obligee's successor in interest or such obligee's assign (in which case written assignment hereof in recordable form shall also be delivered), releasing the lien of this certificate on all collateral encumbered hereby.

3. Interest on the principal sum of this certificate shall accrue from the date the funds are advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum. Interest will be computed on a three hundred sixty (360) day basis and the actual number of days elapsed, compounded monthly.

4. To the extent permitted by law, this certificate shall constitute a lien on all of the Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have priority over all other liens encumbering the Collateral, whether previously existing or hereafter created.

5. This certificate is issued under the authority of, and in accordance with, the orders of this Court in the receivership proceeding, including, without limitation the Order.

RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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NUVEDA'S APPENDIX 0618

1 6. This certificate is declared to be a debt of the Receiver, and his successors as
2 Receiver, and the Receiver shall have no personal liability with respect to any of the obligations
3 referred to herein.

4 7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

5
6 Dated: May 20, 2020

By: 
Dotan Y. Melech, Receiver

7
8 STATE OF NEVADA)
9 COUNTY OF CLARK)

10 On May 20, 2020, before me, Mary Ellen Seehafer, a Notary Public, personally
11 appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to
12 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
13 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
14 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
15 executed the instrument.

16 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is
17 true and correct.

18 WITNESS my hand and official seal.

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28 Signature M.E. Seehafer



RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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ATTACHMENT 1
to Receiver's Certificate of Indebtedness
A-17-755479-B
COLLATERAL
NONE

Exhibit A – Lender(s)

NUVEDA'S APPENDIX 0620

UNITED AMS, LLC
8350 W Sahara Ave., Ste. 150
Las Vegas, NV 89117
Ph: 702.586.7413
Fax: 702.586.9275

Court Appointed Receiver

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NV

NUVEDA, LLC a Nevada Limited Liability
Company; and CWNEVADA LLC, Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a Foreign Limited
Liability Company, DOES I through X, and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 22.3**

1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not individually, but solely in his capacity as Receiver of certain assets and interests owned by Defendant.

2. This certifies that there is due to TRC-Evolution NV LLC, a Michigan limited liability company, from the Receiver the principal sum of \$15,000 together with interest thereon as provided in Paragraph 3 below, payable (a) upon sale (by foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not limited to the real and personal property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of the receivership's assets, from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). If the indebtedness evidenced hereby

1 has not been paid in full before or pursuant to final distribution of the receivership's assets, this
2 certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate
3 distributed in the final distribution of the receivership estate assets, with such priority as provided in
4 Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds
5 generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b)
6 upon collection of rental or other income from the Receivership Estate, from the monies collected
7 thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the
8 payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal.
9 Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall
10 direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the
11 person making such payment, marking the same "paid in full," and, if so requested, shall deliver to
12 the person making such payment an instrument in recordable form executed by the obligee hereof,
13 such obligee's successor in interest or such obligee's assign (in which case written assignment
14 hereof in recordable form shall also be delivered), releasing the lien of this certificate on all
15 collateral encumbered hereby.

16 3. Interest on the principal sum of this certificate shall accrue from the date the funds are
17 advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum.
18 Interest will be computed on a three hundred sixty (360) day basis and the actual number of days
19 elapsed, compounded monthly.

20 4. To the extent permitted by law, this certificate shall constitute a lien on all of the
21 Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have
22 priority over all other liens encumbering the Collateral, whether previously existing or hereafter
23 created.

24 5. This certificate is issued under the authority of, and in accordance with, the orders of
25 this Court in the receivership proceeding, including, without limitation the Order.
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RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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NUVEDA'S APPENDIX 0622

1 6. This certificate is declared to be a debt of the Receiver, and his successors as
2 Receiver, and the Receiver shall have no personal liability with respect to any of the obligations
3 referred to herein.

4 7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

5
6 Dated: May 20, 2020

By:

Dotan Y. Melech, Receiver

7
8 STATE OF NEVADA)
9 COUNTY OF CLARK)

10 On May 20 2020, before me, Mary Ellen Seehafer, a Notary Public, personally
11 appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to
12 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
13 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

14 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is
15 true and correct.

16 WITNESS my hand and official seal.

17 Signature

M.E. Seehafer



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RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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ATTACHMENT 1
to Receiver's Certificate of Indebtedness
A-17-755479-B
COLLATERAL
NONE

Exhibit A – Lender(s)

NUVEDA'S APPENDIX 0624

UNITED AMS, LLC
8350 W Sahara Ave., Ste. 150
Las Vegas, NV 89117
Ph: 702.586.7413
Fax: 702.586.9275

Court Appointed Receiver

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NV

NUVEDA, LLC a Nevada Limited Liability
Company; and CWNEVADA LLC, Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a Foreign Limited
Liability Company, DOES I through X, and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 22.4**

1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not individually, but solely in his capacity as Receiver of certain assets and interests owned by Defendant.

2. This certifies that there is due to TRC-Evolution NV LLC, a Michigan limited liability company, from the Receiver the principal sum of \$10,000 together with interest thereon as provided in Paragraph 3 below, payable (a) upon sale (by foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not limited to the real and personal property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of the receivership's assets, from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). If the indebtedness evidenced hereby

1 has not been paid in full before or pursuant to final distribution of the receivership's assets, this
2 certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate
3 distributed in the final distribution of the receivership estate assets, with such priority as provided in
4 Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds
5 generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b)
6 upon collection of rental or other income from the Receivership Estate, from the monies collected
7 thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the
8 payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal.
9 Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall
10 direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the
11 person making such payment, marking the same "paid in full," and, if so requested, shall deliver to
12 the person making such payment an instrument in recordable form executed by the obligee hereof,
13 such obligee's successor in interest or such obligee's assign (in which case written assignment
14 hereof in recordable form shall also be delivered), releasing the lien of this certificate on all
15 collateral encumbered hereby.

16 3. Interest on the principal sum of this certificate shall accrue from the date the funds are
17 advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum.
18 Interest will be computed on a three hundred sixty (360) day basis and the actual number of days
19 elapsed, compounded monthly.

20 4. To the extent permitted by law, this certificate shall constitute a lien on all of the
21 Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have
22 priority over all other liens encumbering the Collateral, whether previously existing or hereafter
23 created.

24 5. This certificate is issued under the authority of, and in accordance with, the orders of
25 this Court in the receivership proceeding, including, without limitation the Order.

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28 RECEIVER'S CERTIFICATE OF INDEBTEDNESS

1 6. This certificate is declared to be a debt of the Receiver, and his successors as
2 Receiver, and the Receiver shall have no personal liability with respect to any of the obligations
3 referred to herein.

4 7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

5
6 Dated: May 20, 2020

By: 

Dotan Y. Melech, Receiver

7
8 STATE OF NEVADA)
9 COUNTY OF CLARK)

10 On May 20, 2020, before me, Mary Ellen Seehafer, a Notary Public, personally
11 appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to
12 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
13 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

14 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is
true and correct.

15
16 WITNESS my hand and official seal.

17 Signature M.E. Seehafer



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28 RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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ATTACHMENT 1
to Receiver's Certificate of Indebtedness
A-17-755479-B
COLLATERAL
NONE

Exhibit A – Lender(s)

NUVEDA'S APPENDIX 0628

UNITED AMS, LLC
8350 W Sahara Ave., Ste. 150
Las Vegas, NV 89117
Ph: 702.586.7413
Fax: 702.586.9275

Court Appointed Receiver

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NV

NUVEDA, LLC a Nevada Limited Liability
Company; and CWNEVADA LLC, Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a Foreign Limited
Liability Company, DOES I through X, and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 22.5**

1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not individually, but solely in his capacity as Receiver of certain assets and interests owned by Defendant.

2. This certifies that there is due to TRC-Evolution NV LLC, a Michigan limited liability company, from the Receiver the principal sum of \$10,000 together with interest thereon as provided in Paragraph 3 below, payable (a) upon sale (by foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not limited to the real and personal property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of the receivership's assets, from liquid assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). If the indebtedness evidenced hereby

has not been paid in full before or pursuant to final distribution of the receivership's assets, this certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate distributed in the final distribution of the receivership estate assets, with such priority as provided in Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b) upon collection of rental or other income from the Receivership Estate, from the monies collected thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal. Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the person making such payment, marking the same "paid in full," and, if so requested, shall deliver to the person making such payment an instrument in recordable form executed by the obligee hereof, such obligee's successor in interest or such obligee's assign (in which case written assignment hereof in recordable form shall also be delivered), releasing the lien of this certificate on all collateral encumbered hereby.

3. Interest on the principal sum of this certificate shall accrue from the date the funds are advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum. Interest will be computed on a three hundred sixty (360) day basis and the actual number of days elapsed, compounded monthly.

4. To the extent permitted by law, this certificate shall constitute a lien on all of the Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have priority over all other liens encumbering the Collateral, whether previously existing or hereafter created.

5. This certificate is issued under the authority of, and in accordance with, the orders of this Court in the receivership proceeding, including, without limitation the Order.

RECEIVER'S CERTIFICATE OF INDEBTEDNESS

2
NUVEDA'S APPENDIX 0630

6. This certificate is declared to be a debt of the Receiver, and his successors as Receiver, and the Receiver shall have no personal liability with respect to any of the obligations referred to herein.

7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

Dated: 5/28/2020

By: 

Dotan Y. Melech, Receiver

STATE OF NEVADA)
COUNTY OF CLARK)

On May 28, 2020, before me, Mary Ellen Seehafer, a Notary Public, personally appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature M.E. Seehafer



RECEIVER'S CERTIFICATE OF INDEBTEDNESS

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NUVEDA'S APPENDIX 0631

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ATTACHMENT 1
to Receiver's Certificate of Indebtedness
A-17-755479-B
COLLATERAL
NONE

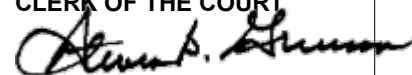
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Holley Driggs and that on the 29th day of May 2020, and pursuant to NRCP 5(b) and NEFCR 9, I caused to be served electronically using the Court's electronic filing system (EFS) the foregoing NOTICE OF RECEIVER'S CERTIFICATES OF INDEBTEDNESS NO. 22.1 THROUGH NO. 22.5 to all registered users on the above-captioned case in the Eighth Judicial District Court Electronic Filing System:

Parties:

NuVeda LLC - Plaintiff
 4Front Advisors LLC - Defendant
 CWNevada LLC - Plaintiff
 CIMA Group LLC - Other
 Highland Partners NV LLC - Intervenor
 MI-CW Holdings Fund 2 LLC - Intervenor
 MI-CW Holdings LLC - Intervenor
 Green Pastures Fund, LLC Series 1 (CWNevada, LLC) - Intervenor
 Jakal Investments, LLC - Intervenor
 Green Pastures Group, LLC - Intervenor
 Jonathan S. Fenn Revocable Trust - Intervenor
 Growth Opportunities, LLC - Intervenor
 CIMA Group LLC - Intervenor
 Timothy Smits Van Oyen - Intervenor
 Dotan Y Melech - Receiver
 Nevada Department of Taxation - Other
 Brian C Padgett - Intervenor
 Renaissance Blue Diamond, LLC - Other
 Stalking Horse Bidder TRC - Evolution NV, LLC - Other
 G3 Labs, LLC - Other
 Rad Source Technologies - Other
 Fortress Oakridge, LLC - Other
 Kirby C. Gruchow, Jr. -
 Ace Legal Corp. -

/s/ Olivia Swibies
 An employee of Holley Driggs



NOTC
RICHARD F. HOLLEY, ESQ.
Nevada Bar No. 3077
E-mail: rholley@nevadafirm.com
JOHN J. SAVAGE, ESQ.
Nevada Bar No. 11455
E-mail: jsavage@nevadafirm.com
HOLLEY DRIGGS
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
Attorneys for Dotan Y. Melech, Receiver

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and ROE
ENTITIES, II through XX, inclusive,

Defendants.

Case No.: A-17-755479-B
Dept. No.: XI

NOTICE OF RECEIVER'S CERTIFICATE OF INDEBTEDNESS NO. 23

Dotan Y. Melech, the Court-appointed receiver over CWNEVADA, LLC ("CWNevada")
in this matter ("Receiver"), by and through his undersigned counsel of record, the law firm of
Holley Driggs (the "Holley Firm"), hereby provides all interested parties with this Notice of
Receiver's Certificate of Indebtedness No. 23.

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On May 14, 2020, the *Order Granting Receiver's Motion to Approve Proposed Receiver Certificate Number 23 on Order Shortening Time* was entered and filed, approving Receiver's Certificate of Indebtedness Number 23. The **Receiver's Certificate of Indebtedness No. 23** is attached hereto as **Exhibit "A"**.

Dated this 29th day of May 2020.

HOLLEY DRIGGS

/s/ John J. Savage

RICHARD F. HOLLEY, ESQ.

Nevada Bar No. 3077

JOHN J. SAVAGE, ESQ.

Nevada Bar No. 11455

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Attorneys for Dotan Y. Melech, Receiver

EXHIBIT “A”

1 **UNITED AMS, LLC**
2 8350 W Sahara Ave., Ste. 150
3 Las Vegas, NV 89117
4 Ph: 702.586.7413
5 Fax: 702.586.9275

6 *Court Appointed Receiver*

7 **EIGHTH JUDICIAL DISTRICT COURT**

8 **CLARK COUNTY, NV**

9 NUVEDA, LLC a Nevada Limited Liability
10 Company; and CWNEVADA LLC, Nevada
11 Limited Liability Company,

12 Plaintiffs,

13 vs.

14 4FRONT ADVISORS LLC, a Foreign Limited
15 Liability Company, DOES I through X, and
16 ROE ENTITIES, II through XX, inclusive;

17 Defendants.

Case No. A-17-755479-B
Dept. No. 11

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO. 23**

18 1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not
19 individually, but solely in his capacity as Receiver of certain assets and interests owned by
20 Defendant.

21 2. This certifies that there is due to Cypress LLC, a Texas limited liability company,
22 from the Receiver the principal sum of \$650,000 together with interest thereon as provided in
23 Paragraph 3 below, payable (a) from the net cash from the operations of the medical and adult use
24 cannabis retail dispensary operations at 6540 Blue Diamond Rd, Las Vegas, Nevada (the
25 "Dispensary Operations") at such time as such net cash is available to Receiver, (b) upon sale (by
26 foreclosure or otherwise) or refinance of any or all of the assets of Defendant including but not
27 limited to the real and personal property assets described on Attachment 1 attached hereto (the
28 "Collateral"), or (c) upon the date of the final distribution of the receivership's assets, from liquid

assets over and above those necessary to pay debts incurred by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*, entered on July 10, 2019 (the "Order"). For purposes of this certificate, the term "net cash from the operations" shall mean the net cash generated by the Dispensary Operations after payment of all of the expenses of the Dispensary Operations and the establishment by the Receiver of reasonable reserves for the anticipated current expenses of the Dispensary Operations and before the payment of any other expenses of or claims against the Receivership Estate. If the indebtedness evidenced hereby has not been paid in full before or pursuant to final distribution of the receivership's assets, this certificate shall continue to be a lien on all collateral, real and personal, of the receivership estate distributed in the final distribution of the receivership estate assets, with such priority as provided in Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or (b) upon collection of rental or other income from the Receivership Estate, from the monies collected thereby, until such indebtedness is paid in full. All payments hereunder shall be applied first to the payment of any accrued and unpaid interest, fees, and costs, and then to the payment of principal. Payment due hereunder shall be made at such place as Plaintiff or its successors or assigns shall direct and upon such payment, such obligee shall, if so requested, surrender this certificate to the person making such payment, marking the same "paid in full," and, if so requested, shall deliver to the person making such payment an instrument in recordable form executed by the obligee hereof, such obligee's successor in interest or such obligee's assign (in which case written assignment hereof in recordable form shall also be delivered), releasing the lien of this certificate on all collateral encumbered hereby.

3. Interest on the principal sum of this certificate shall accrue from the date the funds are advanced to or at the direction of the Receiver at the rate of eighteen percent (18%) per annum. Interest will be computed on a three hundred sixty (360) day basis and the actual number of days elapsed, compounded monthly.

RECEIVER'S CERTIFICATE OF INDEBTEDNESS

2
NUVEDA'S APPENDIX 0638

1 4. To the extent permitted by law, this certificate shall constitute a lien on all of the
2 Collateral, and *pari passu* with other certificates of indebtedness issued by the receiver, shall have
3 priority over all other liens encumbering the Collateral, whether previously existing or hereafter
4 created.

5 5. This certificate is issued under the authority of, and in accordance with, the orders of
6 this Court in the receivership proceeding, including, without limitation the Order.

7 6. This certificate is declared to be a debt of the Receiver, and his successors as
8 Receiver, and the Receiver shall have no personal liability with respect to any of the obligations
9 referred to herein.

10 7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

11
12 Dated: 5/20, 2020

By: 

Dotan Y. Melech, Receiver

13
14 STATE OF NEVADA)
15 COUNTY OF CLARK)

16 On May 20, 2020, before me, Mary Ellen Seehafer, a Notary Public, personally
17 appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to
18 be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
19 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
20 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
21 executed the instrument.

22 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is
23 true and correct.

24 WITNESS my hand and official seal.

25
26
27
28 Signature M E Seehafer



RECEIVER'S CERTIFICATE OF INDEBTEDNESS

3

NUVEDA'S APPENDIX 0639

ATTACHMENT 1

to Receiver's Certificate of Indebtedness

A-17-755479-B

COLLATERAL

**NET CASH FLOW FROM THE OPERATIONS OF THE MEDICAL AND ADULT USE
CANNABIS RETAIL DISPENSARY OPERATIONS AT 6540 BLUE DIAMOND RD, LAS
VEGAS, NEVADA**

[Faint, illegible text or stamp]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Holley Driggs and that on the 29th day of May 2020, and pursuant to NRCP 5(b) and NEFCR 9, I caused to be served electronically using the Court's electronic filing system (EFS) the foregoing **NOTICE OF RECEIVER'S CERTIFICATE OF INDEBTEDNESS NO. 23** to all registered users on the above-captioned case in the Eighth Judicial District Court Electronic Filing System:

Parties:

NuVeda LLC - Plaintiff
 4Front Advisors LLC - Defendant
 CWNevada LLC - Plaintiff
 CIMA Group LLC - Other
 Highland Partners NV LLC - Intervenor
 MI-CW Holdings Fund 2 LLC - Intervenor
 MI-CW Holdings LLC - Intervenor
 Green Pastures Fund, LLC Series 1 (CWNevada, LLC) - Intervenor
 Jakal Investments, LLC - Intervenor
 Green Pastures Group, LLC - Intervenor
 Jonathan S. Fenn Revocable Trust - Intervenor
 Growth Opportunities, LLC - Intervenor
 CIMA Group LLC - Intervenor
 Timothy Smits Van Oyen - Intervenor
 Dotan Y Melech - Receiver
 Nevada Department of Taxation - Other
 Brian C Padgett - Intervenor
 Renaissance Blue Diamond, LLC - Other
 Stalking Horse Bidder TRC - Evolution NV, LLC - Other
 G3 Labs, LLC - Other
 Rad Source Technologies - Other
 Fortress Oakridge, LLC - Other
 Kirby C. Gruchow, Jr. -
 Ace Legal Corp. -

/s/ Olivia Swibies
 An employee of Holley Driggs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Holley Driggs and that on the 30th day of June 2020, and pursuant to NRCP 5(b) and NEFCR 9, I caused to be served electronically using the Court's electronic filing system (EFS) the foregoing **NOTICE OF RECEIVER'S TENTH INTERIM REPORT, DATED JUNE 30, 2020** to all registered users on the above-captioned case in the Eighth Judicial District Court Electronic Filing System.

Parties:

NuVeda LLC - Plaintiff
 4Front Advisors LLC - Defendant
 CWNevada LLC - Plaintiff
 CIMA Group LLC - Other
 Highland Partners NV LLC - Intervenor
 MI-CW Holdings Fund 2 LLC - Intervenor
 MI-CW Holdings LLC - Intervenor
 Green Pastures Fund, LLC Series 1 (CWNevada, LLC) - Intervenor
 Jakal Investments, LLC - Intervenor
 Green Pastures Group, LLC - Intervenor
 Jonathan S. Fenn Revocable Trust - Intervenor
 Growth Opportunities, LLC - Intervenor
 CIMA Group LLC - Intervenor
 Timothy Smits Van Oyen - Intervenor
 Dotan Y Melech - Receiver
 Nevada Department of Taxation - Other
 Brian C Padgett - Intervenor
 Renaissance Blue Diamond, LLC - Other
 Stalking Horse Bidder TRC - Evolution NV, LLC - Other
 G3 Labs, LLC - Other
 Rad Source Technologies - Other
 Fortress Oakridge, LLC - Other
 Kirby C. Gruchow, Jr. -
 Ace Legal Corp. -

/s/ Olivia Swibies
 An employee of Holley Driggs

EXHIBIT 11

ORDR

DAVID S. LEE, ESQ.
Nevada Bar No.: 6033
CHARLENE N. RENWICK, ESQ.
Nevada Bar No.: 10165
LEE, LANDRUM & CARLSON, APC
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
Phone: (702) 880-9750
Fax: (702) 314-1210
dlee@lee-lawfirm.com
crenwick@lee-lawfirm.com

Attorneys for Intervenor
TIMOTHY SMITS VAN OYEN

**DISTRICT COURT
CLARK COUNTY OF NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive,

Defendants,

CASE NO.: A-17-755479-B
DEPT. NO.: XI

**ORDER DENYING INTERVENOR
TIMOTHY SMITS VAN OYEN'S
MOTION TO COMPEL ARBITRATION**

Date of Hearing: 4/14/20
Time of Hearing: 10:00 a.m.

Intervenor Timothy Smits Van Oyen's Motion to Compel Arbitration on Order Shortening Time (the "Motion") came before the Court for hearing on April 7 and April 14, 2020. William R. Urga, Esq. and David J. Malley, Esq. of Jolley Urga Woodbury & Holthus appeared on behalf of Plaintiffs Highland Partners NV LLC, MI-CW Holdings NV Fund 2 LLC, MI-CW Holdings LLC, and Green Pastures Group, LLC. Christopher R. Miltenberger, Esq. of Greenberg Traurig, appeared on behalf of Green Pastures Fund, LLC Series 1 and Jakal Investments, LLC. Richard F. Holley, Esq., and John J. Savage, Esq. of Holley Driggs appeared on behalf of Dotan Y. Melech, Receiver for CWNevada LLC. David S. Lee, Esq. and Charlene N. Renwick, Esq. of Lee, Landrum & Carlson, APC appeared on behalf of Intervenor Timothy Smits Van Oyen. Defendant Brian C. Padgett appeared on his own behalf.

NUVEDA'S APPENDIX 0644

1 The Court having considered the Motion and all oppositions thereto, having considered the
2 arguments of counsel, and good cause appearing therefor, the Court finds as follows:

- 3 1. The Federal Arbitration Act does not apply to the subject Term Sheet because the
4 marijuana industry is not an industry involved in interstate commerce; and
5 2. Given the current circumstances of the CWNevada LLC Receivership estate, it is
6 impossible for any party to perform under the Term Sheet.

7 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Motion is
8 DENIED.

9 Dated this 29th day of April, 2020.

10 
11 DISTRICT COURT JUDGE

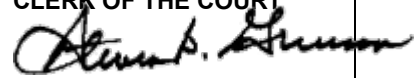
12 Submitted by:

13 **LEE, LANDRUM, & CARLSON, APC**
14

15 By: /s/ Charlene N. Renwick
16 DAVID S. LEE, ESQ.
17 Nevada Bar No. 6033
18 CHARLENE N. RENWICK, ESQ.
19 Nevada Bar No. 10165
20 7575 Vegas Drive, Suite 150
21 Las Vegas, Nevada 89128

22 Attorneys for Intervenor
23 TIMOTHY SMITS VAN OYEN
24
25
26
27
28

EXHIBIT 12



OPPS

WILLIAM R. URGA, ESQ. #1195
DAVID J. MALLEY, ESQ. #8171
JOLLEY URGA WOODBURY & HOLTHUS
330 S. Rampart Blvd., Suite 380
Las Vegas, Nevada 89145
Tel: (702) 699-7500 / Fax: (702) 699-7555
Email: wru@juwlaw.com, djm@juwlaw.com
*Attorneys for Plaintiffs Highland Partners NV LLC,
MI-CW Holdings NV Fund 2 LLC, MI-CW Holdings LLC,
and Green Pastures Group, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

HIGHLAND PARTNERS NV LLC,

Plaintiff,

vs.

CWNEVADA, LLC, BRIAN PADGETT;
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND ALL CONSOLIDATED CASES.

Case No.: A-18-777270-B

Dept. No.: 11

Consolidated Cases:

A-18-777432-B

A-18-777549-B

A-18-777603-C

A-18-777692-C

**OPPOSITION TO TIM SMITS VAN
OYEN'S MOTION TO COMPEL
ARBITRATION ON ORDER
SHORTENING TIME**

Hearing Date: April 7, 2020

Hearing Time: 9:00 a.m.

Plaintiffs Highland Partners NV LLC, MI-CW Holdings NV Fund 2 LLC, MI-CW
Holdings LLC, and Green Pastures Group, LLC (collectively the "Highland Parties"), by and

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NUVEDA'S APPENDIX 0647

1 through their attorneys Jolley Urga Woodbury & Holthus, hereby oppose Tim Smits Van Oyen's
2 Motion to Compel Arbitration on Order Shortening Time (the "Motion").

3 DATED this 6th day of April, 2020.

4 JOLLEY URG & HOLTHUS

5 By: /s/ William R. Urga
6 WILLIAM R. URG & HOLTHUS, ESQ., #1195
7 DAVID J. MALLEY, ESQ., #8171
8 330 S. Rampart Blvd., Suite 380
9 Las Vegas, Nevada 89145
10 *Attorneys for Intervenors Highland Partners NV,*
11 *LLC, MI-CW Holdings NV Fund 2 LLC, MI-CW*
12 *Holdings LLC, and Green Pastures Group, LLC*

13 **I.**

14 **INTRODUCTION**

15 These consolidated cases were brought by the Highland Parties and other creditors of
16 CWNevada, LLC ("CWNevada") asserting various claims for relief arising out of CWNevada's
17 fraudulent conduct and breach of agreements. Tim Smits Van Oyen ("TSVO") is a member of
18 CWNevada but was not a party to any of the cases brought by the plaintiffs in these consolidated
19 cases. He neither asserted claims against any party to this action nor was the subject of any
20 claims asserted.

21 The parties to these cases agreed to attempt to resolve their disputes by mediation before
22 Judge Jackie Glass (ret.). An initial mediation session was held on November 16, 2018, and the
23 parties reconvened for a subsequent session on December 5, 2018. A broad outline for an
24 agreement was reached on December 5, but all parties understood it did not express the final
25 terms of the agreement. *See* Motion, Exhibit 2, 3:1-3 (the "Term Sheet").

26 Included in the Term Sheet is an arbitration provision calling for the parties to resolve
27 any disputes in a binding arbitration before Judge Glass. However, the Term Sheet does not
28 contain a "specific authorization" for the arbitration provision as required under NRS 597.995.
Accordingly, the arbitration provision in the Term Sheet is void and unenforceable.

Moreover, the Court should further declare the Term Sheet itself void and unenforceable because the deal contemplated by the Term Sheet is not possible to consummate. The parties should not be required to expend significant resources litigating the enforceability of an agreement that is patently impossible to perform. This is especially so here given that CWNevada is in receivership and the funds it expends (that it cannot afford anyway) in litigating the Term Sheet depletes the funds available to all creditors of the estate.¹

II.

MEMORANDUM OF POINTS AND AUTHORITIES

A. Nevada law requires a specific authorization for the arbitration provision

Under NRS 597.995, an arbitration provision that does not include a specific authorization for the provision is void and unenforceable. That statute provides:

1. Except as otherwise provided in subsection 3, an agreement which includes a provision which requires a person to submit to arbitration any dispute arising between the parties to the agreement must include specific authorization for the provision which indicates that the person has affirmatively agreed to the provision.
2. If an agreement includes a provision which requires a person to submit to arbitration any dispute arising between the parties to the agreement and the agreement fails to include the specific authorization required pursuant to subsection 1, the provision is void and unenforceable.
3. The provisions of this section do not apply to an agreement that is a collective bargaining agreement. As used in this subsection, "collective bargaining" has the meaning ascribed to it in NRS 288.032.
4. The provisions of this section do not apply to a provision in a will or trust instrument that requires the arbitration of disputes which is enforceable pursuant to NRS 164.930.

The Nevada Supreme Court dealt with the scope of NRS 597.995 in *Fat Hat, LLC v. DiTerlizzi*, 385 P.3d 580, docket 68479 (Nev. Sept. 21, 2016) (unpublished disposition). In *Fat Hat*, the Court first held that NRS 597.995 is not limited to consumer contracts but applies to all contracts other than those expressly identified therein (e.g., collective bargaining agreements).

¹ Indeed, other creditors of CWNevada, such as The Cima Group LLC and TRC Evolution NV, LLC have filed oppositions to TSVO's Motion in the Receivership case, A755479.

1 *Id.* at *1. The Court then held that a signature line at the end of a contract – even when
2 immediately following the arbitration provision – is “a general signature line indicating consent
3 to all terms of the contract” and does not qualify as specific authorization for the arbitration
4 provision. *Id.* at *2. Likewise, a party’s initials on the bottom of the page containing the
5 arbitration provision is an insufficient specific authorization when the party initials the bottom of
6 every page of the contract. *Id.* On the other hand, the Court held that an arbitration agreement
7 does contain the requisite specific authorization when a party is required to fill in its name and
8 address in a blank space in the arbitration provision, which the Court found explicitly stated that
9 the arbitration agreement was effective. *Id.*

10 Here, there is no specific authorization for the arbitration provision contained in the Term
11 Sheet. Instead, there are only general signature lines at the end of the Term Sheet. Under *Fat Hat*
12 and NRS 597.995, the lack of a specific authorization renders the arbitration provision
13 unenforceable.

14 Recently, the Nevada Supreme Court held that the Federal Arbitration Act preempts NRS
15 597.995, *but only in cases where the Federal Arbitration Act applies. MMAWC, LLC v. Zion*
16 *Wood Obi Wan Trust*, 135 Nev. 275, 448 P.3d 568 (2019). The Court cited *Doctor’s Associates,*
17 *Inc. v. Casarotto*, 517 U.S. 681, 683, 687 (1996), which held that courts may not invalidate
18 arbitration agreements under state laws applicable only to arbitration agreements because
19 Congress has prohibited states from singling out arbitration provisions for suspect status and
20 requires that they be on the same footing as other contracts. Because the agreement at issue in
21 *MMAWC* involved interstate commerce, the court found that the FAA applied and that NRS
22 597.995 was preempted.

23 Here, the FAA does not apply because interstate commerce is not involved. In his
24 Motion, TSVO concludes that the FAA applies here, but does not show how interstate commerce
25 could be involved in the matters contemplated by the Term Sheet – *i.e.*, marijuana establishment
26 certificates issued and governed solely under Nevada law.

1 The Nevada Supreme Court addressed the issue of when transactions involve interstate
2 commerce for purposes of the FAA in *U.S. Home Corp. v. Michael Ballesteros Tr.*, 134 Nev.
3 180, 186–87, 415 P.3d 32, 38 (2018):

4 By its terms, the FAA applies to contracts “evidencing a transaction involving
5 [interstate] commerce.” 9 U.S.C. § 2 (2012). The word “involving” in the FAA is
6 broad and functionally equivalent to the word “affecting” for purposes of
7 determining the FAA’s reach. *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S.
8 265, 274-75, 115 S.Ct. 834, 130 L.Ed.2d 753 (1995). A transaction affects or
9 involves interstate commerce if Congress could regulate the transaction through
10 the Commerce Clause. *See id.* at 273-75, 282, 115 S.Ct. 834. Even contracts
11 evidencing intrastate economic activities are governed by the FAA if the
12 activities, when viewed in the aggregate, “substantially affect interstate
13 commerce.” *United States v. Lopez*, 514 U.S. 549, 556, 115 S.Ct. 1624, 131
14 L.Ed.2d 626 (1995). . . What this means in the context of arbitration is that “[s]o
15 long as ‘commerce’ is involved, the FAA applies.” *Tallman*, 131 Nev. at —, 359
16 P.3d at 121. **There must be evidence, however, that interstate commerce
17 was actually involved.** *See Allied-Bruce Terminix*, 513 U.S. at 281, 115 S.Ct. 834
18 (adopting the commerce-in-fact test to determine whether a transaction subject to
19 an arbitration agreement is governed by the FAA).

20 (emphasis supplied).

21 The fact that the matters at issue in the Term Sheet do not involve interstate commerce
22 cannot seriously be disputed. The Term Sheet expressly pertains to marijuana establishments
23 permitted in Nevada by NRS 453A and 453D. These activities are, however, prohibited under
24 the federal Controlled Substances Act, 21 U.S.C. § 841. Indeed, Judge Michael Nakagawa
25 recognized as much when he dismissed CWNevada’s bankruptcy petition. *See In re CWNevada*
26 *LLC*, 602 B.R. 717 (Bankr. D. Nev. 2019). NRS 453D.140 likewise recognizes the difficulty
27 surrounding the interplay between state and federal law when it declares it to be the public policy
28 of this *State* that contracts related to the operation of marijuana establishments shall not be
deemed unenforceable on the basis that the conduct permitted pursuant to the license is
prohibited by federal law.

Stated simply, the transactions at the heart of the Term Sheet could not, as a matter of
law, involve interstate commerce. They are only permitted by Nevada law to be conducted
within the State of Nevada. As such, the Federal Arbitration Act does not apply and NRS
597.995 is not preempted in this case. Accordingly, the arbitration provision contained in the
Term Sheet is void and unenforceable, and the Motion must be denied.

B. The Court should declare that the Term Sheet itself is void and unenforceable

At its core, the Term Sheet was predicated upon CWNevada's ability to transfer certain assets free and clear of encumbrances, that CWNevada would continue operating the assets in the ordinary course of business, and that CWNevada would be in a position to provide a substantial amount of product to Plaintiffs on a monthly basis. Since its execution, however, injunctions have been entered against CWNevada's transfer of assets, it filed bankruptcy, a Receiver was appointed, it stopped operating in the ordinary course of business, this Court held that CWNevada may not transfer assets free and clear of all encumbrances, and just last week the Department of Taxation has commenced disciplinary action against CWNevada. These unforeseeable subsequent events have frustrated the very premise underlying the Term Sheet or have otherwise made their performance impossible. It is painfully obvious that the transaction contemplated by the Term Sheet cannot be consummated. The Court is already well familiar with the status of the Receivership Estate, the funds available to it, and the plans approved by the Court for the disposition of certain Estate assets. The parties should not be forced to bear the expense of protracted and costly litigation to arrive at the unescapable conclusion that the Term Sheet cannot be consummated. Under any number of legal theories, the Court should declare the Term Sheet void and unenforceable.

For example, the Nevada Supreme Court has recognized that a contract may be rescinded on the basis of mutual mistake. "Mutual mistake occurs when both parties, at the time of contracting, share a misconception about a vital fact upon which they based their bargain." *Gramanz v. Gramanz*, 113 Nev. 1, 930 P.2d 753, 758 (1997) (internal quotation omitted). Here, the parties contemplated that CWNevada would be able to transfer assets free and clear of any encumbrances. Even if there was any concern on CWNevada's part that this would not be possible, CWNevada agreed to resolve any issues prior to their conveyance that would otherwise hold up an unencumbered transfer of the assets. As this appears to no longer be the case, the Term Sheet is unenforceable and can be rescinded.

Alternatively, the Term Sheet can be rendered voidable, and subject to rescission, on the basis of a unilateral mistake on behalf of the Plaintiffs. In adopting and quoting from the

1 Restatement (Second) of Contracts § 153, the Nevada Supreme Court has noted that “[w]here a
2 mistake of one party at the time a contract was made as to a basic assumption on which he made
3 the contract has a material effect on the agreed exchange of performances that is adverse to him,
4 the contract is voidable by him if he does not bear the risk of mistake under the rules stated in §
5 154, and (b) the other party had reason to know of the mistake or his fault caused the mistake.”
6 *Home Savers, Inc. v. United Sec. Co.*, 103 Nev. 357, 358-59, 741 P.2d 1355, 1356-57 (1987),
7 quoting Restatement (Second) of Contracts § 153 (1981); *see also Oh v. Wilson*, 112 Nev. 38,
8 910 P.2d 276, 278 (1996). If there was not a mutual mistake with respect to CWNevada’s ability
9 to transfer the assets free and clear of encumbrances, then there was unilateral mistake on the
10 part of the Plaintiffs in their understanding that CWNevada could effectuate such a transfer. The
11 matters preventing such a transfer were either known to CWNevada and not disclosed to the
12 Plaintiffs or were otherwise caused by CWNevada, rendering the Term Sheet voidable.

13 Finally, the Term Sheet is likewise invalid, void, or unenforceable as a result of the
14 doctrines of commercial frustration, impossibility, and/or impracticability. The doctrine of
15 commercial frustration discharges a party’s contractual obligations when “performance remains
16 possible but the expected value of performance to the party seeking to be exhausted has been
17 destroyed by” an unforeseen event. *Graham v. Kim*, 111 Nev. 1039, 1041-42, 899 P.2d 1122,
18 1124 (1995), quoting *Lloyd v. Murphy*, 25 Cal. 2d 48, 153 P.2d 47, 60 (Cal. 1944). Similarly, the
19 related doctrines of impossibility and impracticability are applicable where performance is made
20 “impossible or highly impractical by the occurrence of unforeseen contingencies...” unless those
21 contingencies were within the parties’ contemplation. *Nebaco, Inc. v. Riverview Realty Co., Inc.*
22 87 Nev. 55, 57, 482 P.2d 305, 307 (1971), citing Restatement of Contracts, § 454 (1932). As
23 other courts have noted, the doctrines of impossibility or impracticability excuse a party from
24 moving forward with a contract if before the time for performance an event occurs or a condition
25 ceases to exist precluding the underlying purpose of the agreement, warranting dissolving of the
26 contract. *See Matter of Westinghouse Elec. Corp. Uranium Contracts Litig.*, 517 F.Supp. 440,
27 451 (D.C. Va. 1981), citing *Texas Co. v. Hogarth Shipping Co.*, 256 U.S. 619, 629, 41 S.Ct. 612,
28 614 (1921). In short, as recognized by the Restatement (Second) of Contracts § 261 (1981),

1 “[w]here, after a contract is made, a party’s performance is made impracticable without his fault
2 by the occurrence of an event the non-occurrence of which was a basic assumption on which the
3 contract was made, his duty to render that performance is discharged, unless the language or the
4 circumstances indicate the contrary.”

5 Here, the expected value of performance of CWNevada has been destroyed by
6 unforeseen events amounting to a failure of consideration to the Plaintiffs. The Plaintiffs were
7 assured the assets would be transferred free and clear of encumbrances, that CWNevada would
8 continue operating in the ordinary course of business, and that CWNevada would remain ready,
9 willing, and able to provide a substantial amount of product on a monthly basis. As it turns out,
10 CWNevada is not able to transfer assets free and clear of encumbrances, has ceased operating in
11 the ordinary course of business, has had a Receiver appointed, is unable to manufacture or sell
12 any product, and its assets are subject to disciplinary proceedings which could result in
13 revocation of licenses. These unforeseen events occurring after execution of the Term Sheet
14 have resulted in a frustration of the very purpose and essence of the Term Sheet. Adhesion to the
15 Term Sheet would be impossible or impracticable for not only CWNevada, who cannot comply
16 with its terms, but also for the Plaintiffs as they would no longer receive the anticipated benefit
17 of the bargain that induced them to execute the Term Sheet in the first instance. Therefore, it is
18 appropriate for the Court to declare the Term Sheet void and unenforceable now without
19 requiring the parties to spend significant resources litigating this inescapable conclusion.

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CONCLUSION

Based on the foregoing, the Highland Parties respectfully request that the Court deny the Motion and declare the Term Sheet void and unenforceable.

DATED this 6th day of April, 2020.

JOLLEY URGAL WOODBURY & HOLTHUS

By: /s/ William R. Urga
WILLIAM R. URGAL, ESQ., #1195
DAVID J. MALLEY, ESQ., #8171
330 S. Rampart Blvd., Suite 380
Las Vegas, Nevada 89145
*Attorneys for Intervenors Highland Partners NV,
LLC, MI-CW Holdings NV Fund 2 LLC, MI-CW
Holdings LLC, and Green Pastures Group, LLC*

CERTIFICATE OF SERVICE

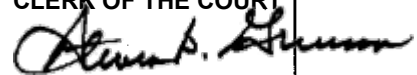
I hereby certify that a true and correct file stamped copy of the foregoing **OPPOSITION TO TIM SMITS VAN OYEN'S MOTION TO COMPEL ARBITRATION ON ORDER SHORTENING TIME** was served electronically using the Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R.

The date and time of the electronic proof of service is in place of the date and place of deposit in the U.S. Mail.

Dated this 6th day of April, 2020.

/s/ Linda Schone
An employee of Jolley Urgal Woodbury & Holthus

EXHIBIT 13



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L. Joe Coppedge
Nevada Bar No. 4954
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DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and ROE
ENTITIES, II through XX, inclusive,

Defendants.

Case No.: A-17-755479-B

Dept. No.: XI

HEARING REQUESTED

**MOTION TO CONSOLIDATE CASES
A-19-791405-C, A-19-796300-B, AND A-
20-817363-B**

**WITH THE RECEIVERSHIP ACTION
ON ORDER SHORTENING TIME**

NUVEDA, LLC, a Nevada limited liability
company; CLARK NMSD, LLC, a Nevada
limited liability company; and NYE NATURAL
MEDICINAL SOLUTIONS, LLC, a Nevada
limited liability company

Plaintiffs,

v.

CWNEVADA, LLC, a Nevada limited liability
company; CWNV, LLC, a Nevada limited
liability company; CWNV1, LLC, a Nevada
limited liability company; DOES I to X,
inclusive; and ROES I to X, inclusive,

Defendants.

Case No.: A-19-791405-C

Dept. No.: I

Date of Hearing: 08/07/2020 - In Chambers

NUVEDA'S APPENDIX 0657

Page 1 of 10
NuVeda's Exhibits in Support of Motion Page 209 of 316

1 SHANE TERRY, an individual,

2 Plaintiff,

3 vs.

4
5 BCP 7, LLC, a Nevada limited liability
6 company, BRIAN C. PADGETT, an
7 individual, and DOES I and X, and ROE
8 CORPORATIONS I through X inclusive,

9 Defendants.

Case No.: A-19-796300-B

Dept. No.: XVI

9 DOTAN Y. MELACH, as the Court Appointed
10 Receiver of CWNevada, LLC, a Nevada Limited
11 Company; SHANE TERRY, an individual, and
12 PHILLIP D. IVEY, an individual;

12 Plaintiffs,

13 vs.

14 NUVEDA, LLC, a Nevada limited liability
15 company; CLARK NMSD, LLC, a Nevada
16 limited liability company; CLARK NATURAL
17 MEDICINAL SOLUTIONS, LLC, a Nevada
18 Limited Liability Company; NYE NATURAL
19 MEDICAL SOLUTIONS, LLC a Nevada
20 limited liability company; BCP 7, LLC, a
21 Nevada limited liability company; PEJMAN
22 BADY, an individual; POUYA MOHAJER, an
23 individual; JOSEPH KENNEDY, an individual;
24 BRIAN C. PADGETT, an individual; and DOES
25 1 – 20 and ROE CORPORATIONS 1-20,

22 Defendants.

Case No.: A-20-817363-B

Dept. No.: XIII

23 **MOTION TO CONSOLIDATE CASES**

24 **A-19-791405-C, A-19-796300-B, AND A-20-817363-B**

25 **WITH THE RECEIVERSHIP ACTION ON ORDER SHORTENING TIME**

26 Plaintiffs, Dotan Y. Melech, as the Court Appointed Receiver of CWNevada, LLC,
27 Shane Terry and Phillip D. Ivey, by and through their attorneys, hereby moves this Court for an
28 Order Consolidating Cases a-19-791405-C, A-19-796300-B, and A-20-817363-B with the

NUVEDA'S APPENDIX 0658

1 Receivership Action pursuant to NRCP 42. This Motion is based on the pleading and papers on
2 file herein, the following affidavit of counsel, Memorandum of Points and Authorities, and any
3 oral argument that this Court may entertain at the time of hearing.

4 DATED this 14 day of July, 2020.

5 MUSHKIN & COPPEDGE

6
7 
8 MICHAEL R. MUSHKIN, ESQ.

9 Nevada State Bar No. 2421

10 L. JOE COPPEDGE, ESQ.

11 Nevada State Bar No. 4954

12 6070 S. Eastern Avenue, Suite 270

13 Las Vegas, Nevada 89128

14 **ORDER SHORTENING TIME**

15 With good cause appearing therefore:

16 IT IS HEREBY ORDERED that the foregoing Motion To Consolidate Cases A-19-
17 791405-C, A-19-796300-B, and A-20-817363-B With the Receivership Action on Order

18 Shortening Time shall be heard in the above-entitled proceeding on the 7th day of
19 August, 2020, at _____ in, in Department _____ of the Eighth Judicial District

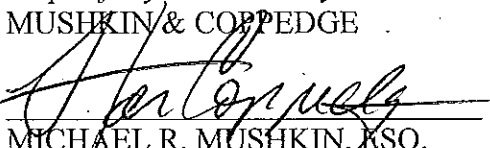
20 ~~Court of the State of Nevada, in and for the County of Clark, located at the Regional Justice~~
21 ~~Center, 200 Lewis Avenue, Las Vegas, Nevada 89101.~~

22 DATED this 15th day of July, 2020.

23 
24 DISTRICT COURT JUDGE

25 Respectfully Submitted By:

26 MUSHKIN & COPPEDGE

27 
28 MICHAEL R. MUSHKIN, ESQ.

Nevada State Bar No. 2421

L. JOE COPPEDGE, ESQ.

Nevada State Bar No. 4954

6070 S. Eastern Avenue, Suite 270

Las Vegas, Nevada 89128

1 **DECLARATION OF L. JOE COPPEDGE, ESQ.**

2 Declarant, upon penalty of perjury, states as follows:

3 1. I am an attorney licensed to practice law in the State of Nevada and I am an
4 attorney at the law firm of Mushkin & Coppedge, which currently represents the Plaintiffs,
5 Dotan Y. Melech, as the Court Appointed Receiver of CWNevada, LLC, Shane Terry and
6 Phillip D. Ivey;

7 2. I have personal knowledge of the following matters and believe that the
8 following assertions are true to the best of my knowledge and belief;

9 3. Plaintiffs seek to consolidate three matters with the pending Receivership matter
10 – Case No. A-19-791405-C, *NuVeda, LLC, et al., v. CWNevada, LLC, et al.*, assigned to
11 Department No. 1; Case No. A-19-796300-B, *Shane Terry v. Brian Padgett, et al.*, assigned to
12 Department No. 16; and Case No. A-20-8177363-B, *Dotan Y Melech, as Receiver of*
13 *CWNevada, LLC, et al., v. NuVeda, LLC, et al.*, assigned to Department No. 13.

14 4. Prior to filing the Complaint in Case No. A-20-8177363-B, I reviewed the court
15 dockets in Case No. A-19-791405-C and Case No. A-19-796300-B.

16 5. The Complaint in Case No. A-19-791405-C (the “NuVeda Complaint”) was filed
17 on March 19, 2019 with an Errata to Complaint filed on March 21, 2019, which alleged claims
18 by NuVeda, Clark NMSD, LLC and Nye Natural Medicinal Solutions, LLC against
19 CWNevada, CWNV, LLC and CWNV1, LLC for breach of contract, breach of the implied
20 covenant of good faith and fair dealing, unjust enrichment and preliminary and permanent
21 injunctive relief. See NuVeda Complaint, attached hereto as Ex. 1.

22 6. The NuVeda Complaint involved, among other things, issues related to the
23 Membership Interest Purchase Agreement between NuVeda and CWNevada.

24 7. The court docket in Case No. A-19-791405-C indicated that the case was closed
25 on May 22, 2019. See Court Docket, attached hereto as Exhibit 2.

26 8. The Complaint in Case No. A-19-796300-B (the “Terry Complaint”) was filed
27 by Mr. Terry’s former counsel against Defendants, BCP 7, LLC and Brian Padgett on June 7,
28 2019, and included claims for breach of contract, unjust enrichment and breach of the implied

1 covenant of good faith and fair dealing. See Terry Complaint attached hereto as Exhibit 3.

2 9. The Terry Complaint involved, among other things, issues related to the
3 Purchase and Sale Agreement for Terry's Ownership Interest in NuVeda and NuVeda-Managed
4 Licenses.

5 10. However, there was no indication in the court docket that the Terry Complaint
6 was served, subjecting it to dismissal without prejudice pursuant to NRCP 4.¹ See Court Docket
7 attached hereto as Exhibit 4.

8 11. Because Case No. A-19-791405-C was closed and Case No. A-19-796300-B was
9 subject to dismissal without prejudice for failure to timely serve the complaint, I determined it
10 was proper to file the complaint on behalf of the Receiver, Mr. Terry and Mr. Ivey (the
11 "Receiver Complaint") as a new matter in Business Court. See Receiver Complaint attached
12 hereto as Exhibit 5.

13 12. That Receiver Complaint was filed on June 30, 2020 by Plaintiffs, Dotan Y.
14 Melech, as the Court Appointed Receiver of CWNevada, LLC, Shane Terry and Phillip D. Ivey
15 against Defendants, NuVeda, LLC, Clark NMSD, LLC, Clark Natural Medicinal Solutions,
16 LLC, Nye Natural Medical Solutions, LLC BCP 7, LLC, Pejman Bady, Pouya Mohajer, Joseph
17 Kennedy and Brian C. Padgett, and asserts fourteen (14) claims for relief, generally including
18 claims for relief arising out of some of the same facts as those in the NuVeda Complaint and
19 Terry Complaint.

20 13. On July 8, 2020, NuVeda filed an Opposition to Motion to Approve
21 CWNevada's Settlement with Nevada Department of Taxation and Countermotion to Determine
22 the Joint Venture Between CWNevada and NuVeda is not Enforceable due to Impossibility in
23

24 ¹NRCP 4 provides in part:

25 (d) **Proof of Service.** Unless a defendant voluntarily appears or waives or admits service, a plaintiff must file proof
26 of service with the court stating the date, place, and manner of service no later than the time permitted for the
27 defendant to respond to the summons.

28 (e) **Time Limit for Service.**

(1) **In General.** The summons and complaint must be served upon a defendant no later than 120 days after the
complaint is filed, unless the court grants an extension of time under this rule.

(2) **Dismissal.** If service of the summons and complaint is not made upon a defendant before the 120-day service
period — or any extension thereof — expires, the court must dismiss the action, without prejudice, as to that
defendant upon motion or upon the court's own order to show cause.

1 the Receivership case and a Motion for Preliminary Injunction Preventing the Liquidation of
2 CWNevada Pending Trial in the closed case before Judge Cory.

3 14. The Motion for Preliminary Injunction Preventing the Liquidation of CWNevada
4 Pending Trial in the closed case before Judge Cory has been scheduled for a hearing on August
5 13, 2020.

6 15. NuVeda has also filed a Motion to Dismiss Causes of Action Asserted by
7 CWNevada and Shane Terry and for Sanctions under EDCR 7.60 in the case assigned to Judge
8 Denton.

9 16. On July 9, 2020, the Court approved the Receiver's settlement with the
10 Department of Taxation (the "Department") regarding the disciplinary action pending against
11 CWNevada ("Disciplinary Settlement"). The Disciplinary Settlement also needs to be approved
12 by the Cannabis Compliance Board (the "Board"). It is expected that the Disciplinary
13 Settlement will be on the Board's agenda for its meeting scheduled for July 21, 2020.

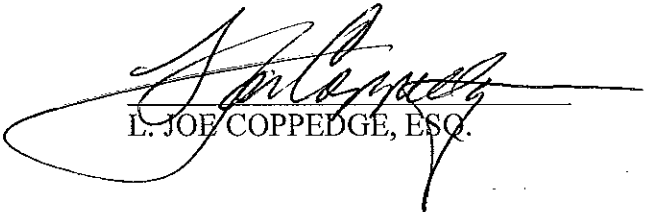
14 17. I am advised that NuVeda, through counsel, has represented that it intends to use
15 its pending Motion for Preliminary Injunction as a basis to oppose the Board's approval of the
16 Disciplinary Settlement.

17 18. As such, it is important to hear the instant Motion on shortened time and before
18 the Board's meeting on July 21, 2020 in order to preserve and protect the Estate's assets
19 (through the Disciplinary Settlement).

20 19. There is not sufficient time to have this matter heard in the ordinary course.
21 Accordingly, the Trustee respectfully requests that a hearing on the instant motion be scheduled
22 at the earliest available date.

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

24 DATED this 14 day of July, 2020.

25
26 
27 L. JOE COPPEDGE, ESQ.
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Statement of Facts**

3 Plaintiffs seek to consolidate three matters with the pending Receivership matter – Case
4 No. A-19-791405-C, *NuVeda, LLC v. CWNevada, LLC* assigned to Department No. 1 (closed);
5 Case No. A-19-796300-B, *Shane Terry v. Brian Padgett, et al*, assigned to Department No. 16
6 (subject to dismissal for failure to timely serve the Terry Complaint); and Case No. A-20-
7 8177363-B, *Dotan Y Melech, as Receiver of CWNevada, LLC, et al., v. NuVeda, LLC, et al.*,
8 assigned to Department No. 13.

9 The Receiver Complaint, filed by this office, generally encompasses and involves the
10 some of the same facts as the NuVeda Complaint and Terry Complaint. Both the NuVeda
11 Complaint and Receiver Complaint involve issues related to the Membership Interest Purchase
12 Agreement between NuVeda and CWNevada. The Terry Complaint and Receiver Complaint
13 both involve issues related to the Purchase and Sale Agreement for Terry's Ownership Interest
14 in NuVeda and NuVeda-Managed Licenses (the "Terry Purchase Agreement").

15 In addition, and more importantly, the Receiver Complaint is much broader and among
16 other things, includes several additional claims for relief, including a declaratory judgment
17 declaring (i) that the Membership Interest Agreement between NuVeda and CWNevada, as
18 amended, and related agreements are valid and enforceable, (ii) that neither CWNV nor
19 CWNV1 was properly dissolved in accordance with Nevada law or their respective operating
20 agreements by NuVeda and/or Defendant Pejman Bady, (iii) that CWNV or CWNV1 owns
21 100% of the membership interest previously owned by NuVeda in Clark NMSD and Nye
22 Natural, subject to the Ivey Interest, (iv) that the Terry Purchase Agreement is null and void
23 resulting from a fraud in the inducement and for a complete failure of consideration, (v) that
24 Plaintiff Terry is the sole and only owner of a 22.88 percent of NuVeda, Clark NMSD, Clark
25 Natural and Nye Natural, (vi) that the Ivey Letter Agreement is valid and enforceable, and as a
26 result, (vii) Plaintiff Ivey is the sole and only owner of a three percent (3%) ownership interest
27 in Nye Natural and Clark Natural.

28 The Receiver Complaint also includes claims for relief asserted by Plaintiffs, the

1 Receiver, Terry and Ivey against all of the named Defendants. As such, it is appropriate to
2 consolidate the aforementioned actions with the Receivership Action.

3 **II. Argument**

4 Courts may consolidate actions that involve a common question of law or fact. *See*
5 NRCP 42. “Motions for consolidation of two or more cases must be heard by the judge assigned
6 to the case first commenced.” EDCR 2.50(a)(1). “If consolidation is granted, the consolidated
7 case will be heard before the judge ordering consolidation.” *Id.*

8 Under NRCP 42, a trial court has broad discretion to consolidate actions that involve a
9 common question of law or fact. *See* NRCP 42(a); *Marcuse v. Del Webb Communities, Inc.*, 123
10 Nev. 278, 286, 163 P.3d 462, 468 (2007) (explaining that federal district courts enjoy broad
11 discretion in ordering consolidation “under FRCP 42(a), which is identical to NRCP 42(a)”);
12 *Mikulich v. Carner*, 68 Nev. 161, 169–70, 228 P.2d 257, 261 (1951) (explaining that NRCP 42
13 is “identical with” FRCP 42);). “When common questions of law or fact exist consolidation is
14 favored ‘as a matter of convenience and economy in administration’ of the courts.” *Fisher v.*
15 *Donbar Dev. Corp.*, 42 F.R.D. 655, 656 (E.D.N.Y. 1967) (citing *Johnson v. Manhattan Ry. Co.*,
16 289 U.S. 479, 53 S.Ct. 721, 77 L.Ed. 1331 (1933); *McAlister v. Guterma*, 263 F.2d 65, 68 (2d
17 Cir. 1958); 5 Moore’s Fed.Prac. (2d Ed.) ¶ 42.02). Factors to be weighed in deciding whether to
18 consolidate cases are “the saving of time and effort consolidation would produce against any
19 inconvenience, delay, or expense that it would cause.” *Huene v. United States*, 743 F.2d 703,
20 704 (9th Cir.).

21 “It is fundamental that the law frowns upon multiplicity of litigation...particularly where
22 the court may order the consolidation of all actions involving common questions of law or fact
23 in order to avoid unnecessary costs and delay.” *Johnson v. Mississippi Valley Barge Line Co.*,
24 34 F.R.D. 140, 142 (W.D. Pa. 1963) (citing FRCP 42); *see also Maheu v. Eighth Judicial Dist.*
25 *Court In & For Clark Cty., Dep’t No. 6*, 89 Nev. 214, 217, 510 P.2d 627, 629 (1973)
26 (explaining that every court has the inherent power “to control the disposition of the causes on
27 its docket with economy of time and effort for itself, for counsel, and for litigants”) (quoting
28 *Landis v. North American Co.*, 299 U.S. 248, 254-255, 57 S.Ct. 163, 166, 81 L.Ed. 153 (1936));

1 *MacAlister v. Guterma*, 263 F.2d 65, 68 (2d Cir. 1958) (“The power to order consolidation prior
2 to trial falls within the broad inherent authority of every court ‘to control the disposition of the
3 causes on its docket with economy of time and effort for itself, for counsel and for litigants’”);
4 *Air King Prod. Co. v. Hazeltine Research*, 10 F.R.D. 381, 383 (E.D.N.Y. 1950) (“piecemeal
5 litigation is not to be favored since it may add to the burden not only of litigants but also of the
6 courts”); *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002)
7 (“Federal cases interpreting the Federal Rules of Civil Procedure ‘are strong persuasive
8 authority, because the Nevada Rules of Civil Procedure are based in large part upon their
9 federal counterparts’”) (quoting *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d
10 772, 776 (1990)).

11 The United States District Court of Nevada articulated the following rationale for
12 ordering consolidation of seven cases where the state court appointed a receiver to assume
13 control over seven properties for which borrowers allegedly breached their respective loan
14 documents:

15 this court concludes that consolidating all seven cases for pretrial case
16 management, discovery, and motion practice, including summary judgment,
17 would accomplish the goal of Rule 1 of the Federal Rules of Civil Procedure,
18 “to secure the just, speedy and inexpensive determination” of these actions.
19 Consolidation will allow all seven cases to proceed with common case
20 management, lessen the burden and expense on the parties, witnesses, and the
court posed by multiple lawsuits, reduce the length of time required to conclude
multiple suits, and avoid the risk of inconsistent adjudication of common factual
and legal issues in pretrial discovery and dispositive motion practice.

21 *U.S. Bank Nat. Ass’n v. Ribeiro*, No. 2:11-CV-01534-JCM, 2012 WL 40459, at *4 (D. Nev. Jan.
22 9, 2012).

23 In this case, consolidation should be granted based on the same rationale articulated in
24 *U.S. Bank Nat. Ass’n v. Ribeiro*. The Receivership Action, the NuVeda Complaint, the Terry
25 Complaint and the Receiver Complaint involve common questions of fact regarding the Terry
26 Purchase Agreement, and the Membership Interest Purchase Agreement and related agreements,
27 which directly impact the ownership of CWNV or CWNV1, and the membership interested
28 previously owned in and by NuVeda in Clark NMSD, Nye Natural and Clark Natural.

1 Consolidation is particularly appropriate here because the Receiver has been appointed over
2 CWNevada to “care for, manage, preserve, protect, sell, operate and collect the revenues
3 generated by CWNevada’s business operations and the Receivership Estate in its reasonable
4 business judgment as is most beneficial to CWNevada’s creditors and as instructed by the
5 Court, consistent with the laws of Nevada, including the marijuana regulations of the
6 Department of Taxation and the statutes of Nevada.” *See* Receivership Order, on file herein, at
7 §1, 2:21-27. Moreover, NuVeda’s recent court filings in this Receivership Action, the closed
8 case before Judge Cory and the case assigned to Judge Denton create the risk of inconsistent
9 decisions.

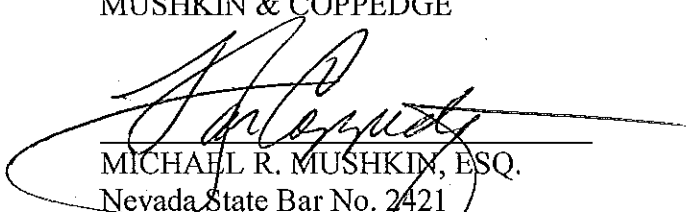
10 Because the Receivership Action was commenced prior to the filing of the NuVeda
11 Complaint, Terry Complaint and Receiver Complaint, the instant Motion must be heard by the
12 Receivership Court, and if granted, those cases would be consolidated with the Receivership
13 Action and heard before the Receivership Court.

14 **III. Conclusion.**

15 Wherefore, based on the foregoing, Plaintiffs, Dotan Y. Melech, as the Court Appointed
16 Receiver of CWNevada, LLC, Shane Terry and Phillip D. Ivey respectfully request that this
17 Court consolidate Case No. A-19-791405-C, *NuVeda, LLC v. CWNevada, LLC* assigned to
18 Department No. 1 (closed); Case No. A-19-796300-B, *Shane Terry v. Brian Padgett, et al*,
19 assigned to Department No. 16 (subject to dismissal for failure to timely serve the Terry
20 Complaint); and Case No. A-20-8177363-B, *Dotan Y Melech, as Receiver of CWNevada, LLC,*
21 *et al., v. NuVeda, LLC, et al.*, assigned to Department No. 13 with the Receivership Action.

22 DATED this 14 day of July, 2020.

23 MUSHKIN & COPPEDGE

24 
25 MICHAEL R. MUSHKIN, ESQ.

26 Nevada State Bar No. 2421

27 L. JOE COPPEDGE, ESQ.

28 Nevada State Bar No. 4954

6070 S. Eastern Avenue, Suite 270

Las Vegas, Nevada 89128

EXHIBIT “4”

NUVEDA'S APPENDIX 0667

REGISTER OF ACTIONS**CASE NO. A-19-796300-B****Shane Terry, Plaintiff(s) vs. Brian Padgett, Defendant(s)**§
§
§
§
§
§Case Type: **Purchase/Sale of Stock,
Assets, or Real Estate**Date Filed: **06/07/2019**Location: **Department 16**Cross-Reference Case Number: **A796300****PARTY INFORMATION**

Defendant	BCP 7 LLC	Lead Attorneys
Defendant	Padgett, Brian C	
Plaintiff	Terry, Shane	Pro Se

EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS
06/07/2019	Complaint (Business Court) <i>Complaint</i>
06/07/2019	Initial Appearance Fee Disclosure <i>Initial Appearance and Fee Disclosure</i>
06/07/2019	Summons Electronically Issued - Service Pending <i>Summons-Brian Padgett</i>
06/07/2019	Summons Electronically Issued - Service Pending <i>Summons-BCP 7, LLC</i>
04/20/2020	Motion to Withdraw As Counsel <i>Ex Parte Application to Withdraw as Counsel for Plaintiff</i>
04/20/2020	Motion to Withdraw As Counsel <i>Motion to Withdraw as Counsel for Plaintiff</i>
04/21/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
04/22/2020	Ex Parte Application <i>Ex Parte Application for Order Shortening Time on Motion to Withdraw as Counsel for Plaintiff</i>
04/22/2020	Order Shortening Time <i>Ex Parte Application for Order Shortening Time on Motion to Withdraw as Counsel for Plaintiff</i>
04/27/2020	Minute Order (8:00 AM) (Judicial Officer Williams, Timothy C.) <i>re: 4/29/20 Hearing</i> Minutes
04/29/2020	Result: Minute Order - No Hearing Held Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer Williams, Timothy C.) <i>Motion to Withdraw as Counsel for Plaintiff</i> Parties Present Minutes <i>06/03/2020 Reset by Court to 04/29/2020</i>
05/01/2020	Result: Motion Granted Order Granting Motion <i>Order Granting Motion to Withdraw as Counsel for Plaintiff</i>
05/05/2020	Notice of Entry NOTICE OF ENTRY OF ORDER GRANTING MOTION TO WITHDRAW AS COUNSEL FOR PLAINTIFF

FINANCIAL INFORMATION

	Plaintiff Terry, Shane		
	Total Financial Assessment		1,530.00
	Total Payments and Credits		1,530.00
	Balance Due as of 07/09/2020		0.00
06/07/2019	Transaction Assessment		1,530.00
06/07/2019	Efile Payment	Receipt # 2019-34821-CCCLK	Terry, Shane (1,530.00)

NUVEDA'S APPENDIX 0668

EXHIBIT 14


CLERK OF THE COURT

FFCL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-15-728510-B
DEPT. NO.: XI

FINDINGS OF FACT AND CONCLUSIONS OF LAW DENYING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION, DENYING DEFENDANT'S COUNTERMOTION FOR PRELIMINARY INJUNCTION AND JOINDER, AND ENTERING PROVISIONAL REMEDY PURSUANT TO N.R.S. 38.222

Hearing Date: December 28, 2015 and January 6 - 8, 2016

This matter having come on for an evidentiary hearing related to Plaintiffs' Motion for Preliminary Injunction (the "Motion") and Defendant Bady's Countermotion for Preliminary Injunction (the "Countermotion") before the Court on December 28, 2015 and January 6 - 8, 2016.¹ Plaintiffs Terry and Goldstein appeared individually and as representatives of NuVeda, LLC² by and through their counsel of record Erika Pike Turner of the law firm of GARMAN TURNER GORDON; Defendant Bady appeared individually and by and through his counsel of record Vincent Aiello and Matthew Dushoff of the law firm of KOLESAR & LEATHAM; and Defendant Mohajer appeared individually and by and through its counsel of record A. William Maupin and John Naylor of the law firm MAUPIN NAYLOR BRASTER; the Court having read and considered the pleadings filed by the parties; having reviewed the evidence admitted during the

¹ In addition, Mohajer requested a provisional remedy under NRS 38.222 be made on the pending issues.

² The complaint alleges that they are representing NuVeda on any derivative claims.

NUVEDA'S APPENDIX 0670

1 evidentiary hearing; and having heard and carefully considered the testimony of the witnesses
2 called to testify; the Court having considered the oral and written arguments of counsel, and with
3 the intent of deciding the limited issues before the Court related to the Motion and
4 Countermotion.³ The Court makes the following findings of fact and conclusions of law:

5 FINDINGS OF FACT

6
7 1. On July 9, 2014, the parties entered into an Operating Agreement for NuVeda,
8 LLC ("NuVeda")⁴ to operate dispensaries, cultivation and processing facilities for medical
9 marijuana ("MME") pursuant to licenses obtained from certain political subdivisions.

10 2. Certain disputes have arisen between the parties over the existence and vesting of
11 certain membership interests, management and control of NuVeda.

12 3. Plaintiffs have alleged that Defendants acted "in concert" in certain actions that
13 they allege are "self dealing".

14 4. Section 6.2 of the Operating Agreement permits the expulsion of a member under
15 certain conditions.⁵
16

17
18 ³ The findings made in this Order are preliminary in nature based upon the limited evidence
19 presented after very limited exchange of documents and may be modified based upon additional
evidence presented to the Court at the ultimate trial (or arbitration) of this matter.

20 ⁴ NuVeda LLC and its subsidiaries are referred to as "NuVeda" collectively for purposes of
21 this decision.

22 ⁵ The Operating Agreement at Section 6.2 provides:

23 A Member's interest in the Company may be terminated or expelled only upon agreement
24 of the Disinterested Voting Members by a vote of 60% or more of Disinterested Voting
25 Interests. Expulsion may only be made by a majority vote of 60% or more of the
26 Disinterested Voting Interests that the expelled member was not acting in the best interest
27 of the Company or was otherwise acting in a manner that was contrary to the purpose of
28 the Company. For purposes of this provision, the "Disinterested Voting Members" shall
be those Members who's membership in the Company is not then being voted upon, and
"Disinterested Voting Interests" shall be the total percentage of the Ownership Interests
held by the Disinterested Voting Members. By means of example only, if the Members
sought to expel Member A, who owned a 20% Voting Interest, the Disinterested Voting

1 5. In late November 2015, without a meeting,⁶ Plaintiffs and certain other members
2 attempted expulsion by written consent of both Defendants. Issues have arisen about the
3 methodology used by Plaintiffs to calculate the Disinterested Voting Interests.

4 6. In retaliation, the following week, without a meeting, Defendants and certain other
5 members attempted expulsion by written consent of both Plaintiffs. Issues have arisen about the
6 basis used by Defendants as the basis for the expulsion of Plaintiffs.

7 7. The activities of Bady and Mohajer alleged by Plaintiffs to permit the aggregation
8 of the Disinterested Voting Interests do not rise to the level of a conspiracy as argued by Plaintiff.

9 8. The activities of Plaintiffs in attempting to expulse Defendants do not constitute
10 activities which would permit the expulsion of Plaintiffs.

11 9. On November 18, 2015, at a meeting of NuVeda, where Plaintiffs were present,
12 the transaction with CW was discussed.

13 10. In early December 2015, the majority of membership interest approved a
14 transaction with CW which results in the transfer of certain assets but retains the membership
15 interest held currently by NuVeda members in NuVeda. At the time of the evidentiary hearing,
16 not all of the documents for the CW transaction had been finalized.

17 11. If any finding of fact is properly a conclusion of law, it shall be treated as if
18 appropriately identified and designated.

19
20
21
22 Members would be all Members other than Member A, and the vote would require 60% of
23 the 80% Disinterested Voting Interests to carry. In order to terminate a Member's interest
24 a meeting of the Voting Members must be held in accordance with the provisions of
25 Section 4.3.

26 ⁶ Section 4.3 provides in pertinent part:

27 No regular, annual, special or other meetings of Voting Members are required to be held.
28 Any action that may be taken at a meeting of Voting Members may be taken without a
 meeting by written consent in accordance with the Act. Meetings of the Voting Members,
 for any purpose or purposes, may be called at any time by a majority of the Voting
 Members, or by the President of the Company, if any. . . .

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1 21. However, since additional actions need to be taken by NuVeda to finalize the
2 transaction, the Court declines to grant the Countermotion as all members should have an
3 opportunity to have input on the remaining documents to finalize the CW transaction.

4 22. A security bond is not required for the Court's provisional remedy.

5 23. If any conclusion of law is properly a finding of fact, it shall be treated as if
6 appropriately identified and designated.
7

8 **ORDER**

9 THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
10 Motion and Countermotion are denied.

11 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pending the
12 completion of the contemplated arbitration, the parties are to take no further action to expulse
13 each other on the factual basis presented to the Court during the evidentiary hearing.
14

15 IT IS FURTHER ORDERED that the request to seal these proceedings is denied.

16 Dated this 13th day of January, 2016.
17

18 
19 DISTRICT COURT JUDGE
20

21 **Certificate of Service**

22 I hereby certify, that on the date filed, this Order was served on the parties identified on
23 Wiznet's e-service list.
24

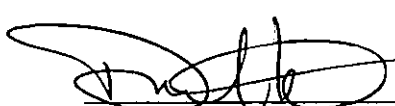
25 
26 Dan Kutinac
27
28

EXHIBIT 15

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 69648

FILED

OCT 13 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT

BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying a motion for a preliminary injunction in a corporate action seeking provisional remedies under NRS 38.222. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.

In this dispute between members of a limited liability company, the individual appellants attempted to expel respondents, alleging that respondents engaged in conduct contrary to the company's best interests by agreeing to transfer certain assets to another company, CW Nevada, as well as by engaging in other bad acts. Respondents retaliated by attempting to expel appellants. Appellants sought a preliminary injunction to prevent the asset transfer pending resolution of arbitration, but the district court denied the motion for an injunction. Appellants appeal.

Appellants argue that the district court abused its discretion in denying their motion for a preliminary injunction. A preliminary injunction may be granted when the movant shows a likelihood of success on the merits and a reasonable probability that the nonmovant's conduct will cause irreparable harm if allowed to continue. *Univ. & Cmty. Coll. Sys. of Nev. v.*

Nevadans for Sound Gov't, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004). Whether to deny a motion for a preliminary injunction rests within the district court's discretion, and that decision will not be reversed absent an abuse of discretion or reliance on an erroneous legal standard. *Id.*

Appellants do not have a likelihood of success on the merits because they failed to expel respondents pursuant to the operating agreement

Appellants first argue that the district court erred in applying a civil conspiracy standard to determine whether respondents were disinterested for the purpose of evaluating whether 60% of disinterested voting interests voted to expel them. Appellants assert that the court should have considered whether respondents' interests precluded their vote. This court construes the construction of a contractual term de novo and unambiguous contracts according to their plain language. *Sheehan & Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 486-88, 117 P.3d 219, 223-24 (2005).

The relevant provisions of the operating agreement are not ambiguous. Paragraph 6.2 of the limited liability company's operating agreement governs the expulsion of members. The operating agreement permits terminating "[a] member's interest in the company" by a vote of 60% or more of the disinterested voting interests. It defines disinterested voting members as those members whose membership "is not then being voted upon." The plain language of the operating agreement provides a procedure for expelling an individual member without any means for grouping interests; thus, appellants' argument that respondents' alleged joint action permitted appellants to group their interests and to vote to expel respondents simultaneously fails. Appellants' reliance on the interpretation of disinterestedness in *In re Amerco Derivative Litigation*, 127 Nev. 196, 252 P.3d 681 (2011), is misplaced because that case pertained

to a shareholder derivative action, which is not at issue here, and the operating agreement here expressly defines “disinterested voting member.” Further, appellants’ argument has the **absurd** consequence of permitting a holder of, e.g., a 1% interest in the company, to declare that holders of the remaining 99% are jointly acting against company best interests and to expel that majority. *See Reno Club, Inc. v. Young Inv. Co.*, 64 Nev. 312, 325, 182 P.2d 1011, 1017 (1947) (“A contract should not be construed so as to lead to an absurd result.”).

The district court’s application of a civil-conspiracy standard to determine whether respondents’ interests may be grouped for the purpose of expulsion lacks a basis in the operating agreement, and the district court accordingly erred to the extent that it relied on such a standard. However, the agreement did not provide a mechanism for appellants to expel respondents jointly rather than individually, and the record makes clear that 60% of disinterested voting interests did not vote to expel either respondent individually, such that the district court did not err in determining that appellants’ efforts to expel respondents failed or that appellants did not have a likelihood of success on the merits. *See Saavedra-Sandoval v. Wal-Mart Stores, Inc.*, 126 Nev. 592, 599, 245 P.3d 1198, 1202 (2010) (affirming when district court reached correct result on incorrect basis).

Substantial evidence supports the district court’s finding that the asset transfer would not cause the company irreparable harm

The district court determined that appellants failed to demonstrate a basis to interfere with respondents’ majority-approved decision to transfer assets to CW and denied appellants’ request to enjoin

the transfer.¹ The record contains evidence that “a reasonable mind might accept as adequate to support” that the transfer would not cause irreparable harm. *See State Emp. Sec. Dep’t v. Hilton Hotels Corp.*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986) (internal quotation marks omitted). Accordingly, as appellants failed to show a reasonable probability of irreparable harm, we conclude that the district court did not abuse its discretion in denying appellants’ motion.

Having considered appellants’ contentions and concluded that they do not warrant relief, we

ORDER the judgment of the district court AFFIRMED.

Cherry, C.J.
Cherry

Hardesty, J.
Hardesty

Stiglich, J.
Stiglich

cc: Hon. Elizabeth Goff Gonzalez, Chief Judge
Stephen E. Haberfeld, Settlement Judge
Garman Turner Gordon
Jennifer M. Goldstein
Naylor & Braster
Kolesar & Leatham, Chtd.
Eighth District Court Clerk

¹Appellants do not challenge the district court’s determination that the parties’ respective efforts to expel each other from the company threatened to cause irreparable harm to the company or its corresponding order enjoining the parties from further efforts to expel each other.

EXHIBIT 16

From: Rebecca Post
Sent: 12/3/2015 8:49:44 PM
To: Case Filing
Subject: NuVeda, LLC v. Bady et al.

Good afternoon-

Please see the attached Demand for Arbitration and the Credit Authorization in regards to the above-referenced matter for filing. If you have any questions or concerns please contact our office direct.

Respectfully,

Rebecca Post

Legal Assistant

P 725 777 3000 | F 725 777 3112

GARMAN | TURNER | GORDON
650 WHITE DRIVE, SUITE 100
LAS VEGAS, NV 89119

Visit us online at HYPERLINK "<http://www.gtg.legal>"www.gtg.legal



For Consumer or Employment cases, please visit www.adr.org for appropriate forms.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.					
Name of Respondent: Pejman Bady & Pouya Mohajer			Name of Representative (if known): Vincent Aiello, Esq.		
Address: 9280 W. Sunset Road # 412			Name of Firm (if applicable): Kolesar & Leatham		
			Representative's Address: 400 S. Rampart Blvd., #400		
City: Pahrump	State: Nevada	Zip Code: 89148	City: Las Vegas	State: Nevada	Zip Code: 89145
Phone No.:	Fax No.:		Phone No.: 702-362-7800	Fax No.: 702-362-9472	
Email Address:			Email Address: vaiello@klnevada.com		
The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.					
Brief Description of the Dispute: Claimants seek immediate redress for the wrongful conduct of Respondents relating to the business of Nuveda, LLC a medical marijuana licensee. (see attached)					
Dollar Amount of Claim: \$ 1 Million- 10 Million			Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input checked="" type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other		
Amount enclosed: \$ 3,500.00			In accordance with Fee Schedule: <input checked="" type="checkbox"/> Flexible Fee Schedule <input type="checkbox"/> Standard Fee Schedule		
Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute: Local retired Judge and/or gaming/licensing experience					
Hearing locale: Las Vegas			(check one) <input type="checkbox"/> Requested by Claimant <input checked="" type="checkbox"/> Locale provision included in the contract		
Estimated time needed for hearings overall: hours or 5 days			Type of Business: Claimant: Members of Nuveda, LLC, a medical marijuana licensee Respondent: Former members of Nuveda, LLC, a medical marijuana licensee		
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? No					
Signature (may be signed by a representative):			Date: 12/3/2015		
Name of Claimant: Nuveda, LLC, Shane Terry & Jennifer Goldstein			Name of Representative: Erika Pike Turner, Esq.		
Address (to be used in connection with this case): c/o Erika Pike Turner, Esq. 650 White Drive			Name of Firm (if applicable): Garman Turner Gordon		
			Representative's Address: 650 White Drive, Suite 100		
City: Las Vegas	State: Nevada	Zip Code: 89119	City: Las Vegas	State: Nevada	Zip Code: 89119
Phone No.: 725-777-3000	Fax No.:		Phone No.: 725-777-3000	Fax No.:	
Email Address:			Email Address: eturner@gtg.legal		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. At the same time, send the original Demand to the Respondent.					

NUVEDA'S APPENDIX 0682

Brief Description of Dispute:

Claimants Shane Terry and Jennifer Mulligan Goldstein (“Claimants”) demand arbitration pursuant to the agreement to arbitrate set forth in Section 11.3 of the Operating Agreement of NuVeda, LLC (“NuVeda”). A true and correct copy of the Operating Agreement is attached hereto as Exhibit 1. Claimants make such demand on their own behalf as well as on behalf of NuVeda.

Respondents Pejman Bady and Pouya Mohajer (“Respondents”) were members of NuVeda along with Claimants until Respondents’ interests in NuVeda were duly terminated on November 20, 2015 as a result of their gross misfeasance and wrongful conduct in total disregard of the NuVeda Operating Agreement and applicable laws and regulations. Respondents have been acting in a renegade fashion in total disregard of the Operating Agreement and their obligations as Managers of NuVeda. In so doing, Respondents breached the Operating Agreement, breached the implied covenant of good faith and fair dealing arising from the Operating Agreement, conspired against Claimants, tortuously and/or negligently interfered with Claimants’ and NuVeda’s prospective and existing contractual relations, breached their fiduciary duties, intentionally and/or negligently committed fraud, intentionally and/or negligently concealed material facts from Claimants to Claimants’ detriment, committed unfair business practices, usurped and misappropriated NuVeda assets and opportunities, were unjustly enriched, and constructively defrauded Claimants. Discovery may reveal additional claims are appropriate. An accounting and discovery will therefore be necessary to fully resolve the parties’ disputes.

Factual allegations:

1. NuVeda was formed for any and all lawful purposes, including the specific purposes of lawfully cultivating, processing and/or dispensing medical marijuana in the State of Nevada.

2. At all times material, Claimants have been Voting Members and Managers (as defined in the Operating Agreement) of NuVeda. In addition, Terry has been the CEO of NuVeda and Goldstein has been General Counsel.

3. NuVeda obtained valuable medical marijuana establishment registration

certificates to dispense medical marijuana in the cities of North Las Vegas and Las Vegas and cultivate and process medical marijuana in the city of North Las Vegas and the city of Pahrump. The dispensaries are to be located in the downtown areas of Las Vegas and North Las Vegas.

4. As NuVeda holds licenses that permit them to engage in all aspects of the medical marijuana business, not just one aspect, there is interest from multiple possible investors in acquiring an interest in NuVeda. Inclusive, at least one other certificate holder has indicated interest in acquiring ownership in NuVeda, and by extension, NuVeda's valuable medical marijuana certificates. Claimants do not want to sell interest in NuVeda to the other certificate holders on the terms that have been proposed.

5. The medical marijuana business is highly regulated. It is important to Terry, a former Commander in the United States Air Force, and Goldstein, an attorney, that NuVeda comply with all applicable laws and responsibly conduct the NuVeda business with appropriate transparency and professionalism. If NuVeda does not operate a clean business, its valuable licenses are jeopardized.

6. On November 20, 2015, Claimants voted to terminate Respondents' interest in NuVeda as a result of their below-described wrongful conduct in violation of the Operating Agreement that is otherwise inconsistent with these notions of professionalism and transparency. Outside counsel for NuVeda hired by Bady supervised the vote to terminate Respondents' interest and determined that it complied with all Operating Agreement requirements.

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

8. Bady, in concert with Mohajer, has engaged in negotiations for the sale of interest in NuVeda to other medical marijuana licensees and third party investors, without timely or proper disclosure of these actions to Claimants. It has been discovered that Bady has represented to at

least one other licensee that there are no hurdles to obtaining all requisite authority to selling interest in NuVeda, despite that Claimants have not provided consent to a sale or transfer of NuVeda membership interest. Claimants are informed that a sale is imminent, and therefore intend to seek emergency relief in the district court pending resolution of the parties' disputes in this arbitral proceeding.

9. Subsequent to the termination of their membership interests in NuVeda on November 20, 2015, Bady, in concert with Mohajer, filed an amended list of NuVeda's managers with the Nevada Secretary of State, keeping themselves listed and removing Claimants from the list. This act is for the obvious purpose of corroborating Claimants' misrepresentations to third parties that they have authority to act and bind NuVeda without Claimants' involvement and vote.

10. After the termination of Respondents' membership interests, on November 23, 2015, Respondents purportedly held a meeting in which they claim to have terminated Claimants as officers of NuVeda. The very next day, on November 24, 2015, Respondents purportedly terminated Claimants' membership interest, without any cited cause other than Respondents' dispute of the earlier termination of Respondents' interests. Upon information and belief, Respondents have represented to interested parties that Claimants are no longer members of NuVeda.

11. Repondents have misrepresented to Claimants the source of the funds contributed to NuVeda. Respondents apparently accepted funds from Majid Golpa in exchange for a promise to provide 5.5% interest in NuVeda, despite that Respondents had no right to make that promise without the unanimous approval of the Voting Members. Also, Bady made a deal with Mohsen Bahri to provide Mohsen Bahri with a 4% interest in NuVeda, contrary to Claimants' understanding of the financing. These deals were undisclosed or misrepresented to Claimants. Moreover, given the highly regulated nature of medical marijuana establishments, the promised exchanges are prohibited and therefore void *ab initio*. In addition to the requirements under the Operating Agreement for unanimous consent of the Voting Members, there are regulatory requirements to be met before any new ownership in NuVeda can be granted to a third party (i.e.,

disclosure, fingerprinting, etc.).

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

13. On or about November 1, 2015, a monthly payment was due to Bahri on a \$500,000 note. Bady, a long time personal friend of Bahri, instructed Claimants to not pay the monthly payment and stated that he "would take care of it." On November 11, 2015, Bahri sent demand for the November 1, 2015 payment. Bady then admitted that he did not make the monthly payment but that Bady and Bahri had agreed to extend the monthly payment to November 15, 2015. Bady's non-payment of the loan and subsequent negotiations were done without Claimants' knowledge. Upon information and belief, Bady and Bahri are now acting in concert to allege in threatened frivolous and factually unfounded lawsuits that Goldstein and Terry, not NuVeda or Respondents, are individually liable for the \$500,000 note.

14. When NuVeda's tax advisor was preparing the K-1s, Bady asked Terry to allocate his losses to him to offset Bady's income, but Terry refused. Terry explained to Bady that loss-shifting on tax returns was wrongful. Despite the clear directive in the Operating Agreement mandating that losses "shall be allocated among the Members in proportion to their Percentage Ownership Interests," and the previous objection by Terry, Respondents nonetheless agreed to allocate Mohajer's losses to Bady without disclosure to Plaintiffs. Upon information and belief, amended K-1s were issued to the Members of NuVeda to reflect loss-shifting to Bady in violation of the terms of the Operating Agreement. (Exh. 1, Sect. 5.1).

15. When Claimants made demands for the original K-1s and other financial documents for NuVeda, they were denied the records in violation of their right to review the business records

of NuVeda pursuant to Section 7.2 of the Operating Agreement.

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

17. Bady and Joseph Kennedy, another NuVeda Member (albeit not vested), together formed a company, 2113 Investors, LLC, for the sole purpose of purchasing a property that was in escrow and under contract with NuVeda's solely owned subsidiary as the buyer. According to 2113 Investors, LLC's Operating Agreement, Bady held a 79.8% interest in 2113 Investors, LLC and was its managing member. Claimants are informed that Bady later amended 2113 Investors, LLC's corporate documents to conceal his involvement.

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

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

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

21. Respondents have further disregarded votes of the Voting Members in neglect of notions of good corporate governance.

22. Potential investors have declined to invest in NuVeda as a result of Respondents' above-described self-dealing and failure to disclose essential facts to transactions.

Damages:

23. Delay in obtaining further investment dollars, delay in opening operations of NuVeda, delay in earning revenue, and other damaging consequences of Respondents' conduct must be redressed. Damages will not be easily quantifiable, but are reasonably believed to exceed \$1 million.

24. Attorneys' fees and costs are compensable under the Operating Agreement.