

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

CLEMENT MUNNEY; CHEF EXEC
SUPPLIERS, LLC.,

Appellants,

vs.

DOMINIQUE ARNOULD,

Respondent.

Supreme Court Case No: 83641, 83869

APPELLANT'S APPENDIX

VOLUME II

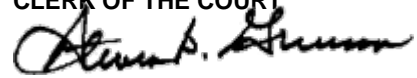
APPEAL FROM THE EIGHTH JUDICIAL DISTRICT COURT

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1 **TRO**

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3 Nevada Bar Number 10104

4 **KERN LAW, Ltd.**

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11 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DOMINIQUE ARNOULD,

14 Plaintiff/Counter-Defendant,

15 vs.

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

20 Defendants/Counter-Claimants.)

) Case Number: A-19-803488-B

) Dept. Number: 27

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

25 **HEARING REQUESTED**

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

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

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

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

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

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

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

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

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

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

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

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

² Muney discovered this through surveillance footage at the warehouse.

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

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

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

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

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

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

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

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

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

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

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

15 16 **POINTS AND AUTHORITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 CONCLUSION

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

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

20 Dated this 20th day of May, 2020.

KERN LAW

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

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

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

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

/s/ Robert Kern
Employee of Kern Law

EXHIBIT 1

AFFIDAVIT OF CLEMENT MUNEY

STATE OF NEVADA }
ss.: }
County of Clark }

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

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

- thereafter told me that there was not sufficient money for Las Vegas expenses. In an email, Arnould directly admitted that he had intentionally drained the company bank account, and ceased depositing money into the account, specifically for the purpose of preventing me from being able to pay invoices and bills without his prior approval.
8. Arnould then put the company funds into a new bank account, to which only he had access.
 9. The existing Citibank account was the account that Las Vegas customers have wire information and auto-pay accounts set up for, and auto pay set up for our own expenses to be paid from. Using any other bank account will cause severe disruption to our business operations.
 10. While Arnould was alleging that company cash flow was dangerously low, he at the same time canceled the company's sole line of credit, which was essential to keeping the company afloat during times of low cash flow. Further, Arnould directly admitted to having done so solely to prevent me from being able to pay Las Vegas invoices and bills that he does not approve of.
 11. While demanding that existing salespersons, as well as my company (which leases space to Chefexec) and my son not be paid, Arnould hired a new salesperson, who was paid at a rate over ten times that of the rest of the sales staff, despite my protest.
 12. Arnould continues to waste company money by storing inventory at Northstar, paying a per-pallet rate, when there is sufficient room at either the existing LA or Las Vegas warehouses, where storing the additional pallets would have zero additional cost. Further, despite repeated demands, and despite agreement in the settlement agreement, Arnould has continued to refuse to give me access to the records regarding storage at Northstar, and he is still the sole person who can access goods stored there, making those goods in Arnould's possession, rather than the company's. My attempts to be given access, or even information, as a 50% partner of the company, have been refused, with Northstar saying the account is set up only to give access to Arnould.
 13. Arnould still refuses to share records of Chefexec's dealings with his own companies, AAA Foodsource and Wines of the World.
 14. Arnould paid the rent for the LA warehouse early, to avoid being impacted once he demanded that Chefexec would no longer pay rent for warehouses. He also paid all the LA suppliers before emptying the company bank account, increasing the likelihood that the Las Vegas side would be the only side of the company injured by non-access to funds.
 15. Chefexec has a large shipment of inventory, which Arnould was aware of, for which a \$9000 deposit has already been paid, and is waiting upon full payment for delivery. As Arnould has emptied the bank account, there are no funds to make payment with, which is damaging our

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18 day of May, 2020

By: _____

Clement Muney

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

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

EXHIBIT 2

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

Robert,

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

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

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

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

Thanks for your time and attention to this matter.

Alex



Alexander K. Calaway, Esq.

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From: Robert Kern <robert@kernlawoffices.com>

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

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

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

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

Alex,

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

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

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

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

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

Robert Kern, Esq.
Attorney
Kern Law, Ltd.

601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 - phone
(702) 825-5872 - fax
www.Kernlawoffices.com



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From: Alexander K. Calaway

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

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

Robert,

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

As you know it is our position that:

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

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

Alex



Alexander K. Calaway, Esq.

10001 Park Run Drive

Las Vegas, NV 89145

t | 702.207.6069

f | 702.382.5816

acalaway@maclaw.com

maclaw.com



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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

EXHIBIT 3

WELLS FARGO

Chef Exec

Account

...3940

Routing Numbers

\$3,152.81

Available balance

Activity Summary

Ending collected balance as of 05/13/20

\$34,489.20

Current posted balance

\$36,154.20

Pending withdrawals/debits

-\$3,500.19

Pending deposits/credits

\$0.00

Deposits not available for withdrawal Details

-\$29,501.20

Available balance

\$3,152.81

Routing numbers

Activity

First

Previous

Next

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

Back to top

First

Previous

Next

*Account Disclosures

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

 Equal Housing Lender

EXHIBIT 4

↩ Reply

Fn Lock: On one number from your account

CM Clement Muna <clement1@yahoo.com>
5/18/2020 3:18 PM

To: Robert Kinn

Begin forwarded message:

From: "service@paypal.com" <service@paypal.com>
Subject: You removed your phone number from your account
Date: May 17, 2020 at 7:03:16 PM PDT
To: Clement Muna <clement1@yahoo.com>

Hiho, Clement Muna



You removed {7**} ***-8442 from
your profile

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

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

Thanks for helping us keep your account secure.

Original forwarded



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



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

Please don't reply to this email. To get privacy settings, click [Help & Contact](#)

0204

Fwd: You changed your password

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

To: Robert Kern



Begin forwarded message:

From: <service@paypal.com>
Subject: You changed your password
Date: May 17, 2020 at 8:41:42 PM PDT
To: CHEF EXEC SUP LIERS <clement@chefexecsuppliers.com>

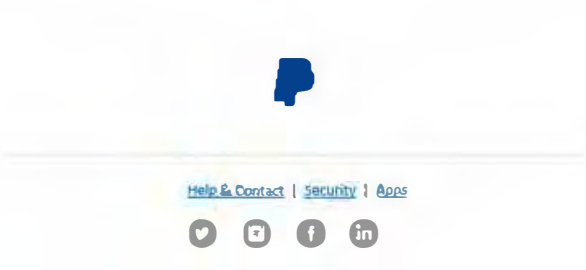
Hello, CHEF EXEC SUP LIERS



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

Just a reminder:

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



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

Please reply only to this email. To get in touch with us, visit [Help & Contact](#)

EXHIBIT 5



MARQUIS AURBACH COFFING

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

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

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

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

April 22, 2020

Via email

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

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

Dear Mr. Kern:

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

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

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

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

///

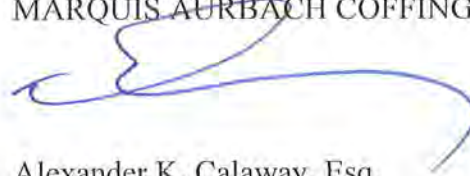
///

Clement Muney
April 22, 2020
Page 2

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

Sincerely,

MARQUIS AURBACH COFFING



Alexander K. Calaway, Esq.

AKC:jab

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

EXHIBIT 6

Payments & Transfers



Account Transfers

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



Wire Transfers

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



Bill Payments

Make a Payment, View or Edit
Payees

Transaction Details

ACCOUNT TRANSFERS

WIRE TRANSFERS

BILL PAYMENTS

Filter

Download

Print

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

EXHIBIT 7

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

CE

Hello Dominique,

Once again you seem to forget different things:

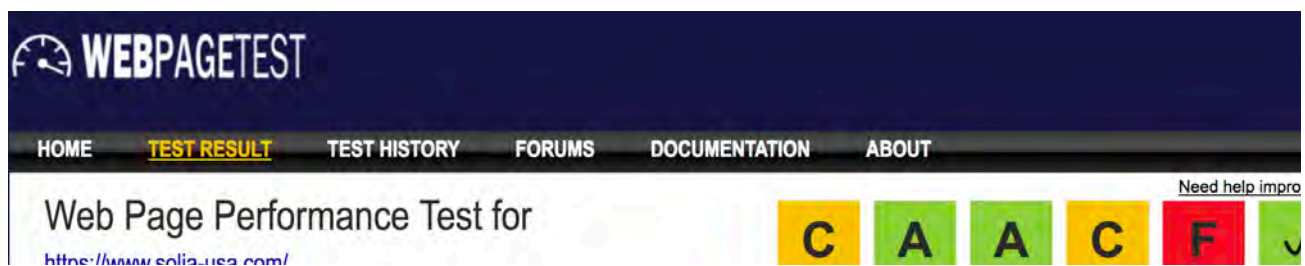
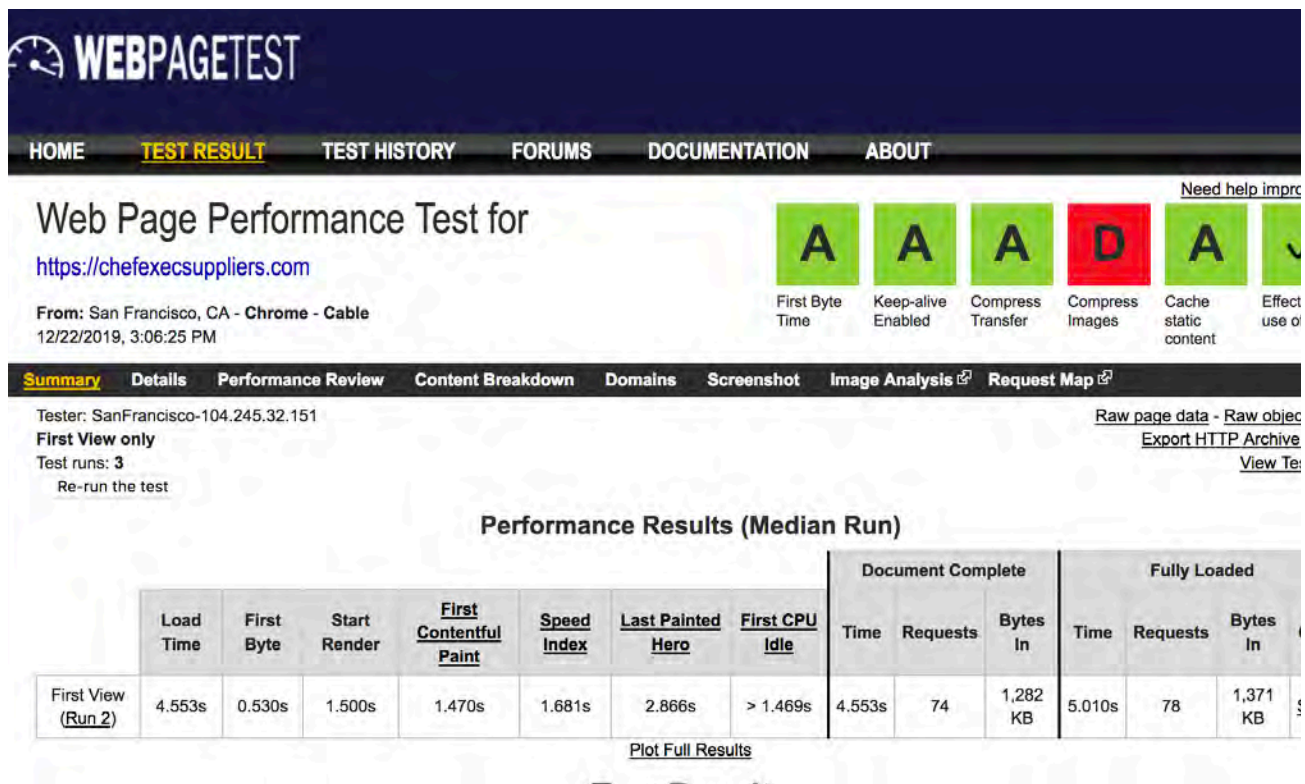
Jeremy increased the sales of Reno and therefore deserves a bonus.

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

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

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

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



<https://www.solid-usa.com/>

From: San Francisco, CA - Chrome - Cable
12/22/2019, 3:10:33 PM

First Byte Time Keep-alive Enabled Compress Transfer Compress Images Cache static content Effect use of

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

Tester: SanFrancisco-104.245.32.151
First View only
Test runs: 3
Re-run the test

Raw page data - Raw objec
Export HTTP Archive
View Tes

Performance Results (Median Run)

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

Plot Full Results

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

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

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

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

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

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

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

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

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

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

Google AdWords Specialist: AdWords Consultant Rates

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

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

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

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

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

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

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

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

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

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

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

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

Regards

Clement

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

Clement

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

I did not send a check to Jeremy.

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

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

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

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

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

Totaled \$9053.03.

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

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

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

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

Dominique

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

Hello Dominique,

Can you please just confirmed you sent for Christmas:

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

Thank you

Clement

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

Ok for me

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

Thank you

Clement

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

Here is my proposal

Sergio: \$800.00

Vero: \$800.00

Johan: 500.00

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

Hello Dominique,

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

Please let me know what you want to do

Thank you

Clement

--

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

--

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



disposable buffet plastic cups



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About 4,840,000 results (0.46 seconds)

Disposable Cups - Chef Exec Suppliers

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

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

Elegant Disposable Plastic Buffet Party Package for 120 Guests

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

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

Images for disposable buffet plastic cups



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Elegant Disposable Plastic Buffet Party Package for 90 Guests

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

★★★★★ Rating: 5 - 1 review

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

Catering Cups and Mini Dishes | solia-usa.com

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

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

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

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

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

Catering Disposables: Plastic Flatware, Trays, Foil Pans

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

EXHIBIT 8

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

Dominique,

As always you are not telling the truth.

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

See the proof attached and below:

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

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

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

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

Clement

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

Clement

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

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

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

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

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

Dominique

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

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

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

Thank you

Clement Munev
(702) 340 8697
Sent from my iPhone

Begin forwarded message:

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



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

Hello CHEF EXEC SUPPLIERS,

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

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

Buyer information

Lisa Burkhard
burkhard@valleyviewcasino.com

Instructions from buyer

None provided

Shipping information:

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

Shipping method:

Not specified

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

Receipt No: 3663-8226-1428-4361

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

Invoice ID:WC-840



Questions? Visit the Help Center at: www.paypal.com/help.

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PayPal PPX001033:1.6:2ce729dbf8dba

--

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

CHEF EXEC SUPPLIERS SERVER

Chef Exec Suppliers LLC 1001 E. Ave - Level 100 20001 West Valley

ow Help Special Offers

Home

Customer Center The French Gourmet

Excel Word Income Tracker

Customer Information

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

Main Phone **858-488-1725**
 Fax **858-488-1799**
 Main Email **rosaleess909@gmail.com**
 CC Email **chefexecacctng@gmail.com, mmalecot@thefrenchgourmet.com**

NOTE

REPORTS FOR THIS CUSTOMER

[QuickReport](#)
[Open Balance](#)
[Show Estimates](#)
[Customer Snapshot](#)

Transactions Contacts To Do's Notes Sent Email

SHOW All Transactions FILTER BY All DATE All

TYPE	NOTE	DATE	ACCOUNT	AMOUNT
Invoice	81522	05/04/2020	Accounts Receivable	315.46
Payment	7342	04/18/2018	Undeposited Funds	632.43
Invoice	5930	02/20/2018	Accounts Receivable	632.43
Payment	6060	07/18/2017	Undeposited Funds	342.00
Invoice	5280	06/16/2017	Accounts Receivable	342.00
Payment	3021	11/23/2015	Undeposited Funds	244.00
Invoice	4011	09/24/2015	Accounts Receivable	244.00
Payment	2630	08/29/2015	Undeposited Funds	644.35
Payment	2673	08/29/2015	Undeposited Funds	106.95
Invoice	3867	07/10/2015	Accounts Receivable	106.95
Invoice	3850	07/02/2015	Accounts Receivable	644.35
Payment	660814	02/21/2015	Undeposited Funds	639.56
Invoice	3587	02/05/2015	Accounts Receivable	639.56
Payment	86SDA4YPT98HS	03/01/2012	Undeposited Funds	145.87
Invoice	2062	02/29/2012	Accounts Receivable	150.00

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 2/29/2012

Invoice # 2062

PAY FROM INVOICE
NO STATEMENT SENT

03/01/2012

Bill To

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

Ship To

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

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 3/18/2012

Terms COD

D A

Ground

Due Date 2/29/2012

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

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$150.00

Sales Tax (0.0%)

\$0.00

Total

\$150.00

Payments/Credits

-\$150.00

Balance Due

\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 2/5/2015

Invoice # 3587

PAY FROM INVOICE
NO STATEMENT SENT

PAID
02/21/2015

Bill To

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

Ship To

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

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 2/12/2015

Terms COD

MG

wine source

Due Date 2/5/2015

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

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$639.56

Sales Tax (0.0%)

\$0.00

Total

\$639.56

Payments/Credits

-\$639.56

Balance Due

\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433
FAX: 702-992-9880

Date : 7/2/2015
Invoice # 3850

PAY FROM INVOICE
NO STATEMENT SENT

PAID
08/29/2015

Bill To

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

Ship To

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

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 7/2/2015

Terms COD

MG

wine source

Due Date 7/2/2015

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

RECEIVER NAME	RECEIVER SIGNATURE	Subtotal	\$644.35
		Sales Tax (0.0%)	\$0.00
		Total	\$644.35
		Payments/Credits	-\$644.35
		Balance Due	\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

TEL: 702-683-2433
FAX: 702-992-9880

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

PAY FROM INVOICE
NO STATEMENT SENT

Invoice

Date : 7/10/2015

Invoice # 3867

Bill To

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

Ship To

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

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 7/10/2015

Terms COD

MG

wine source

Michel

Due Date 7/10/2015

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

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$106.95

Sales Tax (0.0%)

\$0.00

Total

\$106.95

Payments/Credits

-\$106.95

Balance Due

\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433
FAX: 702-992-9880

Date : 9/24/2015
Invoice # 4011

PAY FROM INVOICE
NO STATEMENT SENT

PAID
11/23/2015

Bill To

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

Ship To

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

P.O. # Richard

Rep

Ship Via

Purch Agent

Ship Date 9/24/2015

Terms COD

MG

wine source

Due Date 9/24/2015

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

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$244.00

Sales Tax (0.0%)

\$0.00

Total

\$244.00

Payments/Credits

-\$244.00

Balance Due

\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

Date : 6/16/2017

Invoice # 5290

Bill To

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

Ship To

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

PAY FROM INVOICE
NO STATEMENT SENT

PAID
07/18/2017

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 6/16/2017

Terms COD

MG

wine source

Michel

Due Date 6/16/2017

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

RECEIVER NAME	RECEIVER SIGNATURE	Subtotal	\$342.00
		Sales Tax (0.0%)	\$0.00
		Total	\$342.00
		Payments/Credits	-\$342.00
		Balance Due	\$0.00

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

TEL: 702-683-2433

FAX: 702-992-9880

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

Invoice

Date : 2/20/2018

Invoice # 5930

Bill To

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

Ship To

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

PAY FROM INVOICE
NO STATEMENT SENT

PAID
04/16/2018

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 2/20/2018

Terms Net 15

D A

wine source

Due Date 3/7/2018

Item	Description	QTY	Rate	Amount
OWP7003	COMFORT GREEN 4 DISPOSABLE PIPING BAGS ON CORE 53 X 28cm 4 X 100/CS	1	98.00	98.00T
ALU-CUP150AG	ALU CUP GOLD 93 X 75 X 33mm 150ml 1000/CS Creme Brulee Cup	1	196.50	196.50T
ALU-CUPAP170...	ALU CUP BOWL 85 X 66 X 50mm 170ml 1000/CS COFFEE	1	196.58	196.58
ALU-LID150A	ALU LID 93 X 75 X 33mm 1000/CS (lid for alu-cup150AG)	1	38.95	38.95T
BO-5000B16070...	MACARONS BOX 6 RED/GOLD 80/CS	1	102.40	102.40T

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

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

CHEF EXEC SUPPLIERS, LLC
LAS VEGAS, NV 89118

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

Invoice

TEL: 702-683-2433

FAX: 702-992-9880

PAY FROM INVOICE
NO STATEMENT SENT

Date : 5/4/2020

Invoice # 81522

Bill To

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

Ship To

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

P.O. # Michel

Rep

Ship Via

Purch Agent

Ship Date 5/4/2020

Terms Net 15

D A

UPS GROUND

Due Date 5/19/2020

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

RECEIVER NAME

RECEIVER SIGNATURE

Subtotal

\$315.46

Sales Tax (0.0%)

\$0.00

Total

\$315.46

Payments/Credits

\$0.00

Balance Due

\$315.46

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

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

Name of receiver must be spelled out along with signature.

www.chefexecsuppliers.com

EXHIBIT 9

Refresh

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Memo

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Comment on Report

Customize Report

Custom

From 01/01/2020 To 04/29/2020 Sort By Default

Report Basis: ☒ Accrual ☐ Cash [Show Filters](#)

5:38 PM

04/29/20

Accrual Basis

CHEF EXEC SUPPLIERS, LLC

Sales by Rep Detail

January 1 through April 29, 2020

Naomi Inoue

Type	Date	Num	Memo	Name	Item	Qty	Sales Price	Amount	Balance
Invoice	01/21/2020	8218	MACARONS BOX x 18pc 48/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	81.56	81.56	81.56
Invoice	01/21/2020	8218	MACARONS BOX x 6pc 80/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	88.47	88.47	170.03
Invoice	01/29/2020	8245	MACARONS BOX 48/CS 18M BROWN...	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	90.62	90.62	260.65
Invoice	01/29/2020	8245	MACARONS BOX 60/CS 9M RED & GO...	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	1	94.17	94.17	354.82
Invoice	02/14/2020	8308	MINI CUBE TRANSPARENT CRYSTAL ...	THE PASTRY SWAN BAKERY	M-VR61TC (MINI CUBE TRANSPA...	2	60.00	120.00	474.82
Invoice	02/14/2020	8308	SHIPPING & HANDLING CHARGES	THE PASTRY SWAN BAKERY	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	499.82
Invoice	02/18/2020	8323	MINI PYRAMIDE STRIPED TRANSP CRY...	TABLE MOUNTAIN CASINO	LPM-50230TC (MINI PYRAMIDE S...	2	60.00	120.00	619.82
Invoice	02/18/2020	8323	SQUARE CUT GLASS TRANSP CRY'S...	TABLE MOUNTAIN CASINO	M-VR82TC (SQUARE CUT GLAS...	2	94.75	189.50	809.32
Invoice	02/18/2020	8323	SHIPPING & HANDLING CHARGES	TABLE MOUNTAIN CASINO	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	834.32
Invoice	02/18/2020	8324	ESPRESSO CUP TRANSPARENT CLEA...	TABLE MOUNTAIN CASINO	M-EP115TC (ESPRESSO CUP TR...	1	72.95	72.95	907.27
Invoice	02/18/2020	8324	MINI SPOON BLACK 500/BG	TABLE MOUNTAIN CASINO	PLA-052330NR (MINI SPOON BL...	1	25.00	25.00	932.27
Credit Memo	02/18/2020	8325	MACARONS BOX x 18pc 48/CS	MARISSA'S CAKE	MISC ITEM (MISC ITEM)	-1	81.56	-81.56	850.71
Invoice	02/21/2020	8354	MINI CUBE GLASS 2-1/4H X 1-3/4W 6...	THE PASTRY SWAN BAKERY	GZ-0002TC (MINI CUBE GLASS ...	2	59.40	118.80	969.51
Invoice	03/03/2020	8384	MINI BUCKET 66 x 63 600/CS	TABLE MOUNTAIN CASINO	LPM-80230TC (MINI BUCKET 66 ...	1	107.40	107.40	1,076.91
Invoice	03/03/2020	8384	ESPRESSO CUP TRANSPARENT CLEA...	TABLE MOUNTAIN CASINO	M-EP115TC (ESPRESSO CUP TR...	2	72.95	145.90	1,222.81
Invoice	03/03/2020	8384	MINI SPOON BLACK 500/BG	TABLE MOUNTAIN CASINO	PLA-052330NR (MINI SPOON BL...	2	25.00	50.00	1,272.81
Invoice	03/03/2020	8384	SHIPPING & HANDLING CHARGES	TABLE MOUNTAIN CASINO	SHIP (SHIPPING & HANDLING CH...	1	59.85	59.85	1,332.66
Invoice	03/06/2020	8381	COMFORT GREEN 4 DISPOSABLE PP...	The Grape Vine Limited	OWPT7003 (COMFORT GREEN 4 ...	1	98.00	98.00	1,430.66
Invoice	03/06/2020	8381	SHIPPING & HANDLING CHARGES	The Grape Vine Limited	SHIP (SHIPPING & HANDLING CH...	1	25.00	25.00	1,455.66
Total Naomi Inoue								1,455.66	1,455.66
TOTAL							23	1,455.66	1,455.66

EXHIBIT 10

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

BB

Hi Dominique,

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

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

This should be done as soon as possible as well.

Please let me know if you have any questions.

Thank you.

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

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

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

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

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

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

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

First name Initial Last name Telephone

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

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

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

Amount of payment
7,166.00

EXHIBIT 11

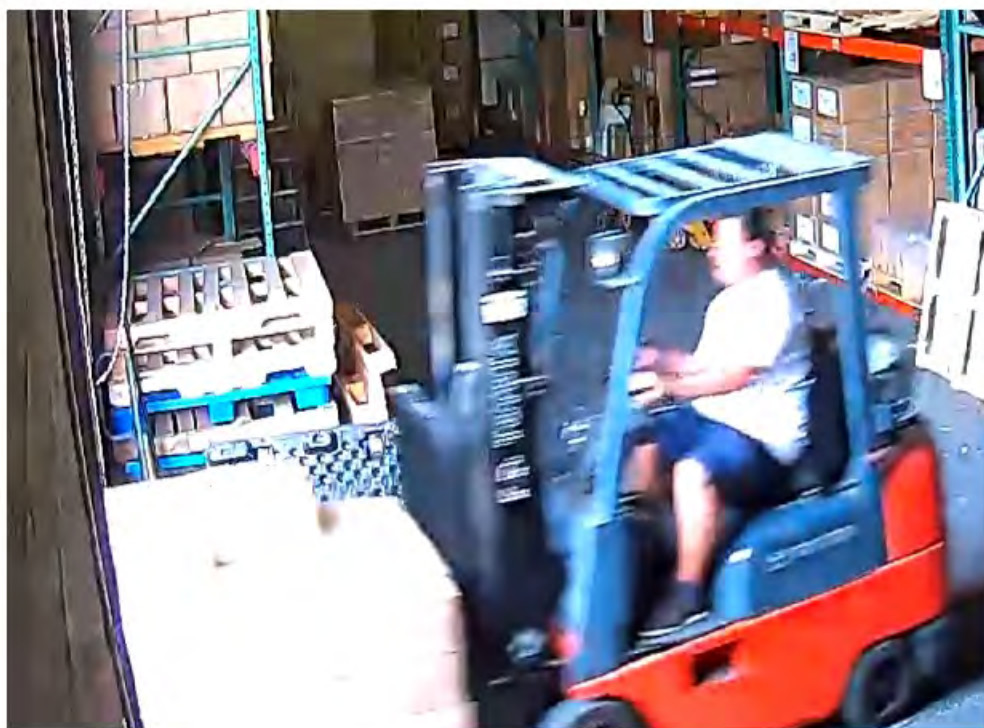


EXHIBIT 12



INVOICE

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

Chef Exec Suppliers
Dominique Amould
Domiamould@Aol.Com

RECENT PAYMENTS AND CREDITS ACTIVITY

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

CURRENT CHARGES

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

TOTAL DUE

Total Balance due: \$0.00

DOT 1836576
ICC MC 665757-C
CAL PU.C T182466

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

Detach here and send back with your payment



Chef Exec Suppliers
Dominique Amould
Domiamould@Aol.Com

Invoice # 321280
Account # C0000021119

Amount Due: \$0.00
Due Date:

Please make your check payable in full to:

NorthStar Moving
9120 Mason Avenue
Chatsworth, CA 91311-6109

Amount Enclosed: \$

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

AFFIDAVIT OF ATTORNEY ROBERT KERN

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

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

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

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

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

DATED this 23rd day of December, 2019.

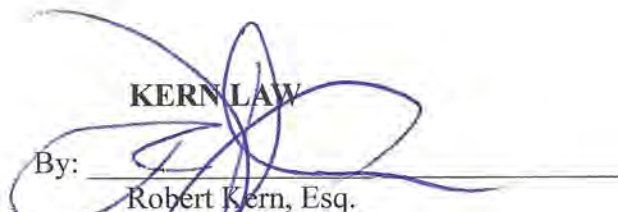
KERN LAW
By: 
Robert Kern, Esq.
NV Bar #10104
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants

EXHIBIT 13

03/26/2020	Debit	AMZN Mktp US*UW 35K4R3 Amzn.com/ bill WA 20085 CDB 615	-26.89	59,701.35
03/25/2020	ACH	ACH-IRS USATAXPY MT0325202270485 66077838	-263.54 1/2	59,728.24 \$ 13172
03/25/2020	ACH	ACH-LADWP WEB P AY 0325201875390 000	-110.66	59,991.78
03/25/2020	Debit	Transfer to Checkin g VIA CBUSOL REFE RENCE # 019411	-330.00	60,102.44
03/25/2020	Debit	UPS 010136 BA	-229.91	60,432.44
03/25/2020	Debit	DOMESTIC WIRE TR ANSFER REF.# 202 0032581Q8021C027 53	-9,973.02	60,662.35
03/25/2020	Debit	AMZN Mktp US*VW 6HF4YL Amzn.com/ bill WA 20084 CDB 615	-65.68	70,635.37
03/25/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN032 520545192	7,776.01	70,701.05
03/24/2020	Paid Check	Check #2452	-900.00	62,925.04
03/24/2020	ACH	ACH-CITI AUTOPAY PAYMENT 0324200 80071732052747	-708.09	63,825.04
03/24/2020	ACH	ACH-Payroll Service Fee 032420897266 6	-119.00	64,533.13
03/24/2020	ACH	ACH-Payroll Tax 032 4208972666	-14.84	64,652.13
03/24/2020	Debit	CREATIVE AUTOMO TIVE E TARZANA C A 20081 CDB615	-334.70	64,666.97
03/24/2020	Debit	AMZN Mktp US*KZ3 CT34U Amzn.com/b ill WA 20083 CDB61 5	-12.87	65,001.67
03/23/2020	ACH	ACH-Square Inc 20 0323P2 032320L20 5522132263	-494.50	65,014.54
03/23/2020	Credit	Deposit TLR Br#: 0 0649 TID:26 12191 V NTURA,STUDIO CIT Y,CA View Details	20,489.80	65,509.04
03/23/2020	Credit	Deposit TLR Br#: 0 0649 TID:26 12191 V NTURA,STUDIO CIT Y,CA View Details	6,208.94	45,019.24

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

04/09/2020	Paid Check	Check #2655	-752.60	34,868.26
04/09/2020	Paid Check	Check #2657	-237.46	35,620.86
04/09/2020	Debit	MICHELLE GIFFEN 010134 BA	-1,200.00	35,858.32
04/08/2020	ACH	ACH-IRS USATAXPY MT0408202270499 66135266	-88.12 ^{1/2}	37,058.32 ^{\$ 44.00}
04/08/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN040 820548483	5,206.39	37,146.44
04/07/2020	ACH	ACH-NV ENERGY S OUTH NPC PYMT 0 407200315746122 9590	-23.20	31,940.05
04/07/2020	ACH	ACH-Payroll Tax 04 07208972666	-5.76	31,963.25
04/07/2020	Debit	VERONIQUE HUMB ERT 010137 BA	-700.12 ^{1/2}	31,969.01 ^{Book Keeper \$ 350.00}
04/07/2020	ACH	ACH-MGM PMD PAY MENT 0407206000 68145	900.00	32,669.13
04/06/2020	ACH	ACH-Paymode-X MN THLY FEE040620F1 10129868	-85.80	31,769.13
04/06/2020	Debit	MSFT * E0200AKH 88 MSBILL.INFO WA 20094 CD8615	-12.00	31,854.93
04/06/2020	ACH	ACH-NEVADA PROP ERTY ACH040320 040620DEFAULT R ECP ID	975.38	31,866.93
04/06/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN040 620547678	966.20	30,891.55
04/03/2020	ACH	ACH-AAA FOOD SO URCE INVOICE 8421 &DELIVERIES	666.96	29,925.35
04/03/2020	ACH	ACH-MGM PMD PAY MENT 0403206000 67981	113.50	29,258.39
04/02/2020	ACH	ACH-PACIFICACO-S ELLCWEB PMTS 04 0220066SM5	-4,248.96	29,144.89
04/02/2020	ACH	ACH-NEVADA TAX 7 756842099040220 2KYQ2TD451VFZ68	-743.11	33,393.85
04/02/2020	ACH	ACH-NEVADA TAX 7 756842099040220 2KY0497MYFEJQR B	-205.06	34,136.96
04/02/2020	ACH	ACH-Yardi Service C ENTER PMTS 04032	-0.95	34,342.02

04/24/2020	Paid Check	Check #2683	-4,737.38	5,248.74
04/24/2020	ACH	ACH-Payroll Service Fee 0424208972666	-119.00	9,986.12
04/22/2020	ACH	ACH-CITI AUTOPAY PAYMENT 042220080096786223045	-216.97	10,105.12
04/22/2020	ACH	ACH-IRS USATAXPY MTO42220227051366106564	-117.48 1/2	10,322.09 \$58.74
04/22/2020	Debit	UPS 010139 BA	-74.31	10,439.57
04/21/2020	ACH	ACH-Payroll Tax 0421208972666	-7.68 1/2	10,513.88 \$3.84
04/20/2020	ACH	ACH-FLEETCOR FUNDINGBTO417 042020000000104534113	-383.18	10,521.56
04/20/2020	Credit	Instant Pay Credit 20200418021000021PIBRJPM01060003205 PAYPAL	2,648.33	10,904.74
04/17/2020	Paid Check	Check #2668	-10,775.93	8,256.41
04/17/2020	ACH	ACH-TEMPUS INC T MP-USA-DEAL-0391363	-1,086.75	19,032.34
04/15/2020	Paid Check	Check #2667	-51.07	20,119.09
04/15/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN041520551917	1,713.00	20,170.16
04/14/2020	Paid Check	Check #2665	-110.97	18,457.16
04/14/2020	ACH	ACH-PAYROLL PAYROLL 0414208972666	-701.58	18,568.13
04/13/2020	Paid Check	Check #2666	-1,000.00	19,269.71
04/13/2020	Paid Check	Check #2662	-700.00	20,269.71
04/13/2020	Paid Check	Check #2663	-412.49	20,969.71
04/13/2020	Credit	ADJUSTMENT FROM BUSINESS LOAN #(7001099171)	100.00	21,382.20
04/13/2020	ACH	ACH-CAESARS ENT EDI FIRST TENN041320549039	1,213.20	21,282.20
04/10/2020	Paid Check	Check #2659	-10,717.11	20,069.00
04/10/2020	Paid Check	Check #2664	-4,082.15	30,786.11
04/09/2020	Paid Check	Check #2655	-752.60	34,868.26

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

FROM 3/23 to 4/29
TOTAL CA SPENDING:
55,451⁶³

EXHIBIT 14

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

CE

Dear Dominique,

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

As for your answers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

etc. to come back and forth to Las Vegas.

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

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

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

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

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

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

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

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

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

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

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

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

As well as on the Upela Paris charge:

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

Thank you for your help in these matters.

Regards,

Clement

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

Hello Clement

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

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

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

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

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

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

on Friday December 6th

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

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

Hoping this answers your concerns

Dominique

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

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

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

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

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

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

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

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

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

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

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

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

Thank you for your help

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

--

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

EXHIBIT 15

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

INVOICE

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

CE00122
N/M
CE00122

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

BY T/T

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

Compensation
Cargo Freight 40 Feet Container

-868.15
1850

Remaining Balance

28910.46

BANK DETAILS

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

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

PLASTIC INJECTED ITEMS

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

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

Begin forwarded message:

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

Hello Dominique,

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

Thanks

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

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

Hello Michael and Eric

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

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

or you regarding this order even when it was ordered:

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

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

Please let me know as soon as possible

Sincerely

Dominique Arnould

Managing Partner

Chef Exec Suppliers, LLC

AAA FOOD SOURCE, INC

Wines of the World.com

702-683-2433

EXHIBIT 16

Memorandum of Material Terms of Agreement

February 7, 2020

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

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

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

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

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

Assets being sold are:

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

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

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

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

- All insurance policies

- All company EIN numbers

- All UPC Codes

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

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

-All Customer lists

-All Supplier and vendor lists

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

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

This agreement shall be contingent upon:

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

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

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

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

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

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

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

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



Dominique Arnould

02/07/2020

date



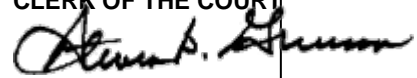
Clement Muney

02/07/2020

Date

Clement Muney

date



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,
Plaintiff(s),

vs.

CLEMENT MUNEY,
Defendant(s).

CASE NO: A-19-803488-B
DEPT. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE
FRIDAY, MAY 22, 2020

***RECORDER'S TRANSCRIPT OF PROCEEDINGS
RE: MOTIONS***

APPEARANCES:

For the Plaintiff(s): PHILLIP S. AURBACH, ESQ.
ALEX CALAWAY ESQ.

For the Defendant(s): ROBERT J. KERN, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER

1 **LAS VEGAS, NEVADA, FRIDAY, MAY 22, 2020**

2 [Proceeding commenced at 1:02 p.m.]

3
4 THE COURT: This is the judge. I'm going to go ahead and
5 call the case. And if we need to wait for anyone, we will.

6 Arnould versus Muney, A-803488. Appearances please,
7 starting first with the plaintiff.

8 MR. CALAWAY: The plaintiffs are here. This is Alex
9 Calaway, with Marquis Aurbach Coffing, and Phillip Aurbach.
10 Dominique Arnould, the plaintiffs [indiscernible].

11 THE COURT: Thank you. Thank you.

12 MR. KERN: Good afternoon, Your Honor. This is Ronald
13 Kern, here representing the defendant Clement Muney and the
14 movant.

15 THE COURT: Thank you both.

16 So today we have on the Motion for Temporary
17 Restraining Order, Opposition, and Countermotion.

18 And just to let all of the parties know, I did sign the TRO --
19 not because I was convinced that it was appropriate, but I needed to
20 stabilize the business immediately, and so we set it on very short
21 notice.

22 I have read everything from both sides. And I am happy to
23 hear the Motion for Temporary Restraining Order with the
24 Opposition and Countermotion.

25 I will ask that in your arguments, if you will, please, when

1 you're not speaking, mute yourself and watch your background
2 noise, because we have fairly low bandwidth. And so I want to make
3 sure we -- I can get everyone's argument.

4 So let's have the motion and then the opposition and
5 counter-motion.

6 MR. AURBACH: Your Honor, since you already granted
7 the TRO -- this is Phillip Aurbach -- should we have the Motion to
8 Vacate the TRO that you granted first?

9 THE COURT: [Indiscernible], first I'll hear from the
10 defendant.

11 And in your response, you should also address the current
12 situation.

13 Now, I've formed some impressions about this case. But I
14 find that when I give tentative rulings, the lawyers feel cut off. And I
15 really don't want you all to feel you've been cut off or that you
16 haven't been heard.

17 So I'll ask Mr. Kern to start first.

18 MR. KERN: Thank you, Your Honor.

19 Essentially, filing this motion is not our first choice. If you
20 reviewed the information we provided, we've been having issues for
21 a long time, but we tried to deal with those issues without involving
22 the Court. However, things have just gone too far in where we're
23 essentially at extortion.

24 We -- actually, if you look at our e-mail, when we made
25 our demand, we did offer to make a temporary agreement to halt

1 additional payments on the disputed rent. They did not accept that
2 offer and mailed the money back. That's what they were asking for
3 was that we essentially give in on the entire case, in exchange for
4 getting any control of the company back.

5 What we're looking at here is essentially, without making a
6 demand first, without asking to discuss the issue, Mr. Arnould took
7 all the money out of the primary bank account -- and I should clarify,
8 not all the money, he left like a couple of thousand -- just enough to
9 pay, I believe, the autopay for Northstar -- but he took essentially all
10 of the money out. He's been holding on to the checks and taking the
11 money and putting it into an account to which only he has control.

12 We asked him to stop. We told him we would be willing to
13 do a temporary agreement until the Court hears the current motions
14 to not pay additional funds on the Las Vegas warehouse rent. They
15 didn't agree to that. And we essentially have withdrawn that offer.

16 What we're looking at is a situation where, before we even
17 knew he was going to do this, he prepaid and early paid most of the
18 Los Angeles expenses. He took money out and started holding
19 checks in advance of that.

20 He says that he hasn't taken any commissions or anything.
21 But at this time, when business is slow and our sales staff are not
22 getting commissions, he took away a large commission from one of
23 our salespeople, Las Vegas's primary salesperson, claimed it for
24 himself. And then he claimed -- and I noticed in his motion that he's
25 the only one getting commissions.

1 He is doing this -- he's changing a longstanding policy that
2 there is a minimum amount of funds that our salespeople get. And
3 right now, when sales are slow, is when things like that are essential
4 to keep food on the table of our key employees.

5 In addition to things like this, we're looking at he did take
6 an inventory, contrary to his allegations in his declaration. He
7 secretly took inventory out of Las Vegas late at night. He did not
8 report that until after we sent surveillance photos to his counsel.
9 And at that time he made no allegations that he was actually
10 delivering merchandise. When we checked, we found missing
11 merchandise, not delivered merchandise.

12 And again, he put that into Northstar, which is a
13 warehouse that is in his name, that the company has no access to --
14 only he does. It's --

15 What we're talking about, regardless of whether he says
16 he's using those funds and that inventory for company purposes,
17 what he's doing is taking it out of the possession of the company
18 and putting it in places where he has sole access and control. And
19 that is the definition of, if we were criminal, embezzlement, and in
20 civil, conversion.

21 What we are trying to do is just operate the business. And
22 operating the business does not mean that Mr. Arnould has the
23 authority to act on his own and to decide unilaterally that only he
24 gets to decide what is paid and when. As far as the large shipment
25 that is awaiting payment to be delivered, that is a shipment contrary

1 again to his declaration. Mr. Arnould was fully aware of it.

2 And if you, in fact, look at our Exhibit 15, you'll see that
3 Mr. Arnould -- his e-mail address is copied on the addresses --
4 excuse me -- on the e-mails that are discussing that. So this is
5 something that he was fully aware of. And you know, this shipment
6 happens to be almost entirely Las Vegas inventory.

7 What we're looking at is he is trying to strong-arm us by
8 damaging the business at the Las Vegas side in the hopes that he
9 will be able to take it far enough that we will be forced to give in
10 before you can make any judicial determination on this.

11 What we are asking is simply that things be run as normal.
12 And we are absolutely open to any reasonable discussion about
13 changes that have to be made because of the current crisis. But no
14 attempts at a discussion have been made.

15 They sent us demands after having seized funds, but there
16 have been no discussions, no attempts to work in the regular course
17 of business to deal with anything.

18 We're open to that, but we need to be able to operate the
19 business in the normal way and do it until -- until we have a decision
20 from this Court.

21 But it is absolutely improper for the issues that are at
22 dispute here to be determined by extortion rather than by this Court.

23 So as far as the countermotion, I would only say that, you
24 know, we gave the notice necessary. We did tell them we'd be filing
25 this over a week before it was filed -- no, I think it was exactly a week

1 before it was filed.

2 And we are talking about serious irreparable harm.

3 And we are talking about a company, you know, one of the
4 primary benefits of this company and why it is so profitable is
5 because we have a very good deal with a particular supplier in China
6 that gives us prices that can undercut competition. And that is the
7 supplier we're dealing with.

8 And if we can't -- if we don't get those products, we can't
9 deliver them, and that harms our customers. And if we don't pay
10 our sales staff, they're going to be forced to find jobs elsewhere
11 where they can get enough money to survive. That is our
12 irreparable harm.

13 So what we are asking, Your Honor, is let things -- just
14 keep things in the *status quo*, like they were before, and no extreme
15 actions; no major changes. Let's keep things stable until we get a
16 determination in this case.

17 THE COURT: Thank you.

18 And the response, please.

19 MR. AURBACH: Your Honor, this is Phil Aurbach.

20 The affidavits are 180 degrees apart. Dominique Arnold
21 says that he didn't take any money out of the bank account. There's
22 been no evidence submitted by Mr. Kern that there was anything
23 taken out of the bank account.

24 What my client did was open another bank account in
25 California and put moneys in that bank account that arose out of

1 California actions. He also sent copies to Mr. Kern's client of
2 everything that he's done. So all it was was not a conversion of
3 fund, not a taking of funds; it was just putting any income that came
4 in in a separate account. And the reason that he did that is -- in our
5 documents is because Mr. Muney, after Mr. -- after our client said,
6 Hey, stop paying rent; this is the virus situation. Stop paying any
7 rent; we're depleting our cash.

8 And Mr. Muney kept paying rent. And I think we tried to
9 explain that in our motion that Mr. Muney rented the space in
10 Las Vegas. Mr. Muney pays himself the \$10,000, which is 5,000 that
11 the landlord charges and 10,000 goes into Mr. Muney's pocket. We
12 allege -- and we've previously alleged since December that there was
13 no agreement to pay 10,000 a month. So that money is -- the *status*
14 *quo* that Mr. Kern wants is to put money back into Mr. Muney's
15 pocket.

16 There's virtually no sales. There's been no evidence that
17 there's a lot of sales. And Mr. -- and salesmen shouldn't be let go.
18 There's just been no evidence to support the claims that they're
19 alleging; and there's no evidence to show that in any way is it
20 irreparable, that money damages couldn't resolve it, if it was even
21 his client's position -- his client's statement of the facts would be
22 correct -- which they aren't.

23 So we have two arguments on the TRO. One, one
24 shouldn't be granted. We ought to have the money segregated, but
25 that full disclosure of what comes in and what goes out.

1 With regard to the \$9,000 shipment, we've got e-mails and
2 an affidavit of our client that says we asked for, Where's the backup
3 to this? We don't see the backup to this. And we never got the
4 backup. So there's 180 degrees apart on that.

5 No money was taken out of the bank account. The
6 shipment -- we would pay for that out of the money in California.
7 There's no money in Las Vegas -- not because my client took it out,
8 because there hasn't been any sales. That's why my client said, Hey,
9 we need to let go of the webmaster, which is Mr. Kern's client's son.
10 We're not generating any sales. The other salesperson is on
11 commission, and there aren't -- they aren't generating any
12 commissions. So what we suggest is that no TRO should be
13 entered.

14 But there should be full disclosure, as we have been.

15 But the second thing is that the TRO that was entered,
16 Mr. Kern knows who we are. He knows that he sent over an *ex parte*
17 motion to Your Honor, with an order, a Temporary Restraining
18 Order, and he didn't follow Rule 65, which is you've got to certify the
19 attempts to contact counsel so that counsel can advise you of their
20 position on the facts, and that didn't happen.

21 So the TRO has to be vacated. It was granted without
22 meeting Rule 65.

23 Second, no TRO should be entered because the whole
24 reason that we put the money in a separate account is because
25 Mr. Kern's client is benefiting himself during this time, when there

1 aren't any sales, hardly, there's a few sales in California.

2 So that's our bottom line response.

3 But we've also requested that because there's 180 degrees
4 apart, we should have a receiver with limited powers to monitor
5 what Mr. Kern's saying, what my client is saying, and see -- give a
6 report on what's going on here. Are -- is somebody siphoning off
7 money that shouldn't be?

8 I say a receiver with limited powers, because this business
9 is based on relationships. Mr. Kern's client has relationships with
10 virtually all of the Las Vegas clients. My client has relationships with
11 the California clients. And so if we get a receiver with full powers,
12 then if the second stage of this Corona issue, where we don't --
13 aren't locked down in our homes, allows some activity at these
14 restaurants and the strip hotels and Disneyland, then it's going to
15 require the relationships of both of our clients to generate sales and
16 make this business viable again, because the business isn't viable as
17 it stands right now.

18 So our position is there's no evidence that backs up the
19 request for the TRO. It's not irreparable injury because damages are
20 certainly adequate. And three, the TRO has to be vacated because it
21 wasn't obtained properly. And four, if we appoint a receiver that
22 goes in, and both parties get a chance to talk to the receiver, tell him
23 their story, the receiver looks at the books and records, then you'll
24 have a better picture of what's going on in this company, as opposed
25 to us having to come back into court several times.

1 We initially asked for a receiver. We initially asked for
2 summary judgment. We -- now they're asking for an injunction on
3 very thin grounds. We need somebody in there to monitor it so that
4 you can be assured that the allegations in each party's affidavit
5 match what the finances are of the company.

6 THE COURT: Thank you.

7 What limited powers do you suggest?

8 MR. AURBACH: The limited powers of the receiver should
9 be to review the company's finances; review the motions on both
10 sides, the allegations of money being taken, the allegations that the
11 company is being hurt by either party's actions; and prepare a report
12 to give to the Court, after speaking with either side, separately;
13 speaking with the counsel separately, and then preparing a report
14 that both sides know about.

15 That's the only way I can see when you have this bickering
16 back and forth.

17 THE COURT: All right. Are the financials current?

18 MR. AURBACH: Yes. We keep everything in QuickBooks.
19 And Mr. Kern's client has the ability to look at QuickBooks. So we
20 could just make a copy of the QuickBooks data and send it to a
21 receiver, and hopefully one that has some accounting background.

22 THE COURT: Okay. And the next question is, is
23 everything done on invoice?

24 MR. AURBACH: Yes.

25 THE COURT: So it can be tied to inventory and sales?

1 MR. AURBACH: Yes. Alex has had more direct contact --

2 THE COURT: Thank you.

3 MR. AURBACH: Is that true, Alex?

4 MR. CALAWAY: Yeah. Yes, yes. So Mr. Around has been
5 putting in all the invoices and keeping as books and records. If you
6 look through the exhibit list, you can see everything that we've said
7 has invoices and inventory lists to back it up. And those are all
8 generated through QuickBooks, which both parties have access to.

9 THE COURT: Good enough.

10 Thank you.

11 And the reply, please, Mr. Kern.

12 MR. KERN: Thank you, Your Honor.

13 I agree with Mr. Aurbach who was saying that if you look
14 at the declarations of our clients, they are at 180 degrees.

15 Along that note, I would suggest that seeing a lot of these
16 things for the first time in Mr. Arnold's statement, I would suggest
17 maybe if both parties be allowed to file a responsive affidavit to
18 Your Honor by end of day or maybe by Monday, then Your Honor
19 make your decision after reviewing those.

20 I do want to directly contradict a lot of things Mr. Aurbach
21 said. He says there's no evidence that money was taken out of the
22 account.

23 Now, I suppose he's trying to say that, oh, no, we just
24 spent all the money that was in there, and then all the money
25 coming in we put into a different account. And I won't dispute that.

1 But that's effectively the same as taking the money out and putting it
2 in a new account -- is a lot of the money that would normally go
3 there and redirect it.

4 The fact that he said that he has been sending copies of all
5 the finances and everything to us, that is absolutely false. What we
6 have so far is we had a one-page scan of one page of a bank
7 statement that did not show the entire -- the entirety of what was
8 happening there. I believe it was -- it's Exhibit 3 on our Motion. It
9 was one page.

10 That's all we had ever seen, prior to this morning, when
11 we received their motion with the more thorough statements. We
12 have not been getting that information. All we had as far as that is
13 Mr. Arnould's promise that he -- I will now keep you aware of what
14 I'm doing -- meaning at his mercy and he's in total control, which he
15 has absolutely zero legal authority to do. He's a 50 percent owner.
16 He does not have the authority to take a hundred percent control.

17 As far as their allegation that they tried to get us to stop
18 making --

19 THE COURT: Okay. Mr. Kern -- Mr. Kern, if you -- he was
20 concerned about the wasting of assets during the COVID crisis.
21 And --

22 MR. KERN: Right. And they did not ask us to make
23 adjustments. What they did was send an e-mail demanding solely
24 that the Las Vegas side absorb the brunt of that. And then before
25 even receiving a response, they had already started taking out and

1 blocking deposited checks. They did this.

2 And their only issues are, one, the person who, as we gave
3 evidence of in Exhibit 7, the person who updated their web site and
4 was appropriately being paid for work that was already done. And
5 honestly, we probably would have been okay with negotiating on
6 that.

7 We are not okay with cutting off the income that is
8 guaranteed to our primary sales staff at a time when there are no
9 commissions.

10 As their only real issue is the fact that there is still rent
11 being paid. And this is on the Las Vegas warehouse, which is
12 generally managed by Las Vegas. And we have provided written
13 evidence that we wanted to continue the existing relationship at the
14 low cost, as it was before, and -- but that required a personal
15 guarantee by both partners. And Mr. Arnould refused. And twice,
16 his previous counsel and his current counsel sent us, in writing, a
17 suggestion that we're not going to do it. So if you need to get that
18 signed -- and we did, it was urgent -- then go ahead and lease it with
19 a different company that you own and you can sublease it back to
20 us.

21 Now, they're saying it is unthinkable that a separate
22 company would do it and charge a market rate and take the profit
23 margin, rather than do it as an extension of this company when it is
24 a separate legal entity. We have provided evidence that says that
25 this is the exact, appropriate market rate for such a deal.

1 They have -- in the whole of this case, provided no
2 evidence otherwise. They have not contradicted the fact that there
3 are two separate, in-writing statements of them directing us to do
4 this. All they say is they did not agree to the price. And the fact is
5 they did not ask to be involved. They didn't -- when we asked them
6 to be involved, they said they didn't want any part of it. They said,
7 you just do it and we did it. They may be mad about that, sure, but
8 it's not the basis for seizing the assets of the company.

9 And again, I did say that we would have been willing to
10 discuss, you know, seeking a temporary reduction in that rent
11 amounts. But this was done unilaterally. They did not attempt to
12 negotiate this. They simply seized the funds, which they have no
13 right to do.

14 As far as their allegation that the issuance of the
15 restraining order violated Rule 65, that's not the case. They're
16 saying that it's -- we're required to give a certification of the efforts
17 that we made to contact them and let them know. However, we did
18 not provide a sworn certification from myself.

19 We did provide, however, direct written evidence, which
20 serves the same purpose. It's written evidence. I provided the
21 e-mail that showed us discussing the issue and letting them know
22 our intentions and that the motion was going to be filed.

23 So what's important to understand right now is that we
24 have a settlement in place. We reached settlement, and we have --
25 it's enforceable. We had literally called it and wrote in there -- it's all

1 material terms. And it was intended to be enforceable. And there's
2 a motion before the Court right now to enforce that.

3 They're alleging that because they didn't want to offer any
4 collateral, the bank said they needed collateral to give them loans.
5 They're saying that lets them off the hook. And the Court will decide
6 that.

7 But until that's decided, there is a settlement agreement in
8 place. And the settlement agreement says that everybody is
9 supposed to keep things at the *status quo* and not take inventory
10 from the other side and not do anything extravagant. So we just
11 want to go with the *status quo*.

12 We are not asking for something crazy. We are not asking
13 for something drastically in our favor. As I said, we're willing to
14 discuss any issue that needs to be adjusted, but we're not going to
15 accept unilateral demands.

16 We just want to operate the company. And we are
17 businessmen as well. And it is our job to run the Las Vegas branch
18 which is suffering from the same issues. And we are absolutely
19 prepared to do whatever is necessary to adjust spending and
20 everything else.

21 However, it is not appropriate that one side that controls
22 one branch of the company gets to do 100 percent of that
23 determination and favor their own side over ours at a time when
24 we're trying to negotiate a resolution to something that will end the
25 company if they win the case.

1 So what we're saying is, yes, it's a TRO; and, yes, we're
2 looking for a preliminary injunction --

3 MR. CALAWAY: Did we lose the Court? I'm sorry to
4 interrupt you, Mr. Kern. I just want to make sure we can go ahead.

5 MR. KERN: Thank you for -- actually, that's important.

6 MR. CALAWAY: Yeah. I don't want you to --

7 MR. KERN: How long ago? Did you see?

8 MR. CALAWAY: Oh, there, she's back.

9 Did we lose you, Judge?

10 THE COURT: Mr. Kern, I [indiscernible] of your
11 [indiscernible] with regard to the settlement. And so if you'll just
12 back up for a minute.

13 MR. KERN: Sure. I was starting to talk about the
14 settlement when I lost you?

15 THE COURT: No. You talked about that there were
16 definite terms of the settlement.

17 But, you know, it's still conditional on financing. So I
18 don't -- I'll give Mr. Aurbach extra [indiscernible]. But it'll be great if
19 this case would settle, because as I've told you guys at every
20 hearing, with a 50/50 impasse, there are very few ways it gets
21 resolved. So --

22 But I cut you off, Mr. Kern. And I want you to finish your
23 argument.

24 MR. KERN: Sure, Your Honor.

25 What we're saying is until this is decided -- we have a

1 motion in front of the Court to enforce the settlement agreement.
2 And until that's decided, that -- the terms of the settlement
3 agreement, which said, you know, no taking of inventory from one
4 city to the other, you know, without permission, and no extreme
5 expenses or big changes. That is a very reasonable thing. And that
6 should stay in place until we have a determination on the motion.

7 THE COURT: Thank you.

8 And will the plaintiffs please respond with regard to the
9 argument on settlement?

10 MR. AURBACH: The argument on settlement is that it was
11 conditioned on financing. And before any financing was obtained,
12 the virus hit, shut everything down. So the value of the business
13 that was going to be purchased was worthless after the virus hit and
14 no businesses were open.

15 So if I can go back on just two quick points, Judge, may I?

16 THE COURT: Yes.

17 MR. AURBACH: First of all, the bank -- one-page bank
18 statement that he got, that's all we have, because he just -- our client
19 just opened the account.

20 Number two, they admitted that we didn't take money out
21 of the company account. We just opened a new account and put
22 money in it.

23 But the bottom line is, I think we should have a receiver
24 with limited authority, unless somebody says he needs to take over
25 the company.

1 But all of the things that Mr. Kern says ought to be
2 evaluated by a CPA, and like kids in a custody battle, see what's in
3 the best interests of the company.

4 THE COURT: But my question to both of you is at this
5 point, do you know if the company is viable?

6 MR. AURBACH: Your Honor, if I may address that. And if
7 the Coronavirus restrictions are lifted over the next three months,
8 even four months -- absolutely it's viable, because when the
9 restaurants open on the Strip, when Disneyland opens, when things
10 start happening again, they will start buying our products.

11 And Mr. Kern's client and my client are the ones with the
12 relationships with the customers. So we think, yes. We just need to
13 make sure that we're not wasting time and money by coming back
14 into Court opposing motions, when both sides have arguments, and
15 there's a lot of noise on both sides.

16 THE COURT: Right. And the next question is, is there
17 enough cash on hand to pay a receiver?

18 MR. AURBACH: Alex, do you know how much is --

19 MR. CALAWAY: Yeah. The last bank statement that I
20 provided as of, I think, last night, I think it was, like, 5 grand. So no.
21 And I think if it was a limited receiver, like Mr. Aurbach suggested,
22 there could potentially be some money for oversight.

23 MR. AURBACH: But that -- Your Honor, both sides have
24 money. This company made a slug of money in the past when it
25 was operating. So to have each side pony up 10 grand and have the

1 receiver do a limited amount of research seemingly would go into
2 the decision of what's best for the company in terms of how these
3 finances are until we can right the ship.

4 THE COURT: Thank you.

5 Mr. Kern, your response to both questions, please.

6 MR. KERN: Thank you, Your Honor.

7 I do agree with Mr. Aurbach. I do believe it's a viable
8 company. Obviously, that could change, depending on how long
9 everything is shut down. But this company has made a great deal of
10 profit in the past and has -- was making a great deal of profit prior to
11 this pandemic. So I think there's no issue of it surviving for a few
12 more months or, you know, a significant amount of time.

13 You know, obviously if things could not have opened up
14 by the end of the year, I don't think it's viable. But otherwise, I think
15 we're fine.

16 THE COURT: All right.

17 MR. KERN: As far as affording a receiver, you know, in
18 principle, I'm not against a receiver doing this, because, you know,
19 we feel that it would agree with us once they reviewed the records.

20 But my concern is that if we're saying we don't have
21 enough money to pay for rent for the Las Vegas warehouse and for
22 our -- keeping our sales staff with food on their table, it's problematic
23 to wonder how we're going to pay for a receiver, if we're looking at
24 that kind of financial situation.

25 I would say that even if we do decide to appoint a receiver

1 for this limited purpose, we still need to be able to operate the
2 company. And we need to be able to operate the company with
3 both 50 percent partners able to operate their parts of the business.
4 And that means we would still need a determination, as far as
5 putting money back where both sides have access to it and can pay
6 to maintain their branches.

7 MR. AURBACH: Your Honor, this is Phillip Aurbach.

8 I agree with Mr. Kern. But those are issues that we could
9 decide down the road on, if we were going to go forward on a
10 Preliminary Injunction Motion.

11 But if my client is just taking the money and putting it into
12 an account, and for two weeks it's not going to be irreparable harm.
13 And within that time, we probably could get a limited receiver -- a
14 receiver with limited powers to go in and look at the QuickBooks and
15 look at the invoices and talk to Mr. Kern's client as to what's the
16 problem from your side and talk to our side and give a report to the
17 Court.

18 THE COURT: Thank you.

19 MR. AURBACH: And that he should be paid by both sides
20 pony up money -- both individual owners -- if there isn't enough
21 money in the company.

22 THE COURT: Good enough. Thank you.

23 Mr. Kern, you had filed the motion first. You get the last
24 word, if you have anything more to add.

25 MR. KERN: Thank you, Your Honor.

1 We'll just say that we do ask you to take a look at the
2 exhibits we provided. And we think that as far as the disputes of
3 fact, that they'll -- our side is supported by the evidence we provided.

4 As far as a receiver, again, if we have the money -- and I'm
5 not sure we do -- I'm not against that. But we -- there is literally no
6 legal authority for them to seize entire financial control of the
7 company, which they've done.

8 So the funds have to be put back in the control of both
9 50 percent partners, in the meantime, regardless of what we do with
10 a receiver or not. A receiver is not an substitution for a
11 determination.

12 THE COURT: Thank you all.

13 I've now considered the matter submitted and this is my
14 ruling.

15 The Temporary Restraining Order will be dissolved
16 immediately.

17 The Motion to Enforce the Settlement is denied without
18 prejudice for the reason that it was conditional on financing. And I
19 have sufficient evidence that the financing is not available at this
20 point.

21 I am going to appoint a receiver for a limited purpose. I'm
22 going to ask the two of you to try to work together to craft what the
23 purpose of the receiver will be. I assume it will be to determine
24 where the inventory is and what is in inventory; what are the
25 accounts payable, accounts receivable, if any; and the current

1 finances. I want to see how they tie out.

2 Given the fact that the governor has stopped all evictions, I
3 understand why the plaintiff did what it did. [Indiscernible] it was
4 only to the [indiscernible] I needed to bring --

5 MR. CALAWAY: Judge, I'm sorry to interrupt. You cut out
6 when you said, The governor did what he did. I signed -- and then
7 we couldn't hear you.

8 THE COURT: I signed the order only because of the need
9 for stability and to bring the parties together immediately.

10 It's very clear that there's a loss of trust on both sides, at
11 this point, which is why it makes perfect sense to have a receiver
12 with limited authority.

13 What I would like to do is continue this hearing -- keep the
14 *status quo* in place, continue the hearing until next Friday.

15 If you can't agree on a receiver, then give me three names
16 ranked.

17 If you can't agree on what you believe the limited duties
18 should be, then both of you tell me -- just file something quick, with
19 regard to both positions.

20 And then next Friday [indiscernible] a receiver. My
21 preference would be that it needs to be someone with an accounting
22 background. Again, there are several people who come to mind.
23 But if you guys know people that you would rely on -- if you can
24 agree, great. And if you can't, I'll make the choice.

25 Is that clear at this point to everyone?

1 MR. AURBACH: It is really clear to me, Your Honor.

2 Could I ask Mr. Kern a question?

3 Do you have anybody in mind for a receiver? Do you have
4 any bankruptcy trustees maybe that have experience as a CPA or
5 somebody like that that maybe --

6 I would guess from your perspective, Robert, that you
7 want somebody in sooner, rather than wait a week. But maybe we
8 can agree on somebody verbally now.

9 MR. KERN: Offhand, my first thought would be if you
10 knew who Andrew Martin is. He's a Certified Fraud Examiner and a
11 CPA. I know he has a lot of experience with businesses more
12 complex than this one, so that would probably be the first one that
13 would come to mind.

14 But I would probably check with my bankruptcy partner, as
15 far as recommendations from the bankruptcy side.

16 MR. AURBACH: Okay. Why don't I do -- why don't we do
17 this? I'll send you some names and you can send me some names.
18 And if we can agree sooner, we'll do a stipulation. How is that?

19 THE COURT: That's good.

20 And if you guys need [indiscernible], it doesn't -- we only
21 do hearings on Friday because of low bandwidth. Monday is the
22 hardest day to get one of these hearings to stick. So I will do it any
23 afternoon this week at your convenience. I am scheduled to go into
24 the courtroom next Friday, but the parties will still be remote.

25 MR. KERN: Your Honor --

1 MR. AURBACH: One last question, Judge. You said the
2 *status quo* that means how it is right now with my client having this
3 account in California and disclosing everything that comes in and
4 everything that goes out; right?

5 THE COURT: That's correct.

6 So I'm going to keep the *status quo* for now.

7 I understand the motive behind what the plaintiff did
8 because he was concerned about wasting assets.

9 Now, let's go big picture on this case. I know you had
10 mentioned a settlement conference.

11 Is there any possible way that you could just split this
12 company in half, and the plaintiff takes California and the defendant
13 takes Nevada?

14 MR. AURBACH: I think that's a possibility, Judge. I'm not
15 sure that Mr. Kern's client would.

16 But it's very possible that once we put a receiver in place
17 or almost get one or get a bill for 10,000 bucks each, that -- or
18 whatever the receiver is going to request -- that both parties may be
19 a little more pliable. That would be my opinion on splitting it.

20 THE COURT: And I know that both [indiscernible]
21 because, you know, if you go to trial -- you haven't made a jury
22 demand. We could do a trial this summer, even if appearances are
23 remote. But it's just an idea I have.

24 Mr. Kern?

25 MR. KERN: Are you asking me about the idea of a jury

1 trial this summer?

2 THE COURT: I'm asking you about where your client
3 [indiscernible] Las Vegas, if they could agree [indiscernible]
4 resolved?

5 MR. KERN: We attempted to do that. And, you know,
6 Mr. Arnould's refusal was what led to the filing of this suit. You
7 know, we can continue to talk about it. But I have to tell you that
8 with him backing out of the previous settlement, that we don't have
9 a lot of faith in trusting him on this.

10 I will ask Your Honor, with regard -- I'll be honest, I did not
11 think that we were arguing the Motion to Enforce Settlement
12 Agreement or Motion for a Receiver today. I thought that was going
13 to be argued in June.

14 If we are getting a determination on that, I would like, if --
15 would like to request that the Court give us findings of fact and
16 determinations of law to explain -- to address our arguments with
17 regard to the minimum efforts required and how he -- whether he
18 met those or not, in seeking funding.

19 THE COURT: So, Mr. Aurbach, you and Mr. Calaway will
20 prepare the [indiscernible] and include findings and conclusions that
21 are consistent with my ruling?

22 MR. AURBACH: We will, Your Honor. And we'll run them
23 by counsel.

24 THE COURT: And you guys -- you do have [indiscernible]
25 on June 24th, and I understand that.

1 But given the COVID crisis, I just think it's appropriate for
2 me to just get a receiver in place that this point.

3 And I read everything. And they're all fully briefed. So I
4 understand your concerns that I jumped the gun on this one. But
5 given the circumstances of the world and the business world, I feel
6 like I need to give both sides more stability with regard to the future.

7 Also, the Rule 16 conference [indiscernible] have you guys
8 done any discovery? Have you been able to? If you have, I'd be
9 surprised.

10 MR. AURBACH: None.

11 THE COURT: None?

12 MR. AURBACH: None.

13 THE COURT: Mr. Kern? None?

14 MR. KERN: I'm sorry, Your Honor.

15 THE COURT: All right.

16 MR. KERN: I couldn't -- you cut out when --

17 THE COURT: These are so challenging, these hearings.
18 Have you done any discovery?

19 MR. KERN: No. There's been no discovery yet. We just
20 got notice of the rescheduled 16.1 meeting.

21 THE COURT: All right. So should we keep the June 24th
22 hearing on calendar to maybe hear from the receiver on a
23 preliminary basis?

24 MR. AURBACH: That makes sense.

25 THE COURT: Yes?

1 MR. CALAWAY: That would be perfect timing.

2 THE COURT: Okay, you guys.

3 So the -- Mr. Aurbach will prepare the orders from today.

4 Mr. Kern will have the ability to review and approve the
5 form only of the order, and it'll be submitted [indiscernible] via EDD
6 e-mail the way that we use these days.

7 We'll leave the hearings on for June 24th, with the hope
8 that we may have a preliminary report from the receiver. And let me
9 stress that the -- that report at that point could be oral, if necessary.

10 The receiver will have the ability to talk to me at any time.
11 If I talk to a receiver, then I do a Minute Order letting you guys know
12 that we've been contacted.

13 So that -- I do not consider that an *ex parte* conversation,
14 just to let you guys know that.

15 MR. AURBACH: That's fine, Your Honor.

16 I will work with Mr. Kern about the limited powers, so we
17 could try to agree on that so the business can continue.

18 THE COURT: Good. Very good.

19 And was there anything else, Mr. Kern, to add, before we
20 conclude the hearing?

21 MR. KERN: Yes, Your Honor.

22 I just wanted to ask that when I'm requesting the findings
23 of fact and conclusions of law, I don't know that Mr. Aurbach would
24 be able to include your reasoning there as -- without it being stated.
25 So I just wondered if you would share -- address the issue with

1 regard to whether you believe there was a -- is a standard of care for
2 seeking financing, or if you do not, or if you think this is an e-
3 method, et cetera.

4 MR. AURBACH: Your Honor, may I address that first?

5 THE COURT: You may.

6 MR. AURBACH: I think -- what I heard you say was there
7 was enough in the papers to show that there was a financing
8 condition. And before that financing condition was satisfied, the
9 Coronavirus hit. That's all the finding and conclusion we need in this
10 order denying the settlement conference, in my opinion.

11 MR. KERN: That's right.

12 But I'll point out that that was Mr. Aurbach who said that.
13 And we did present evidence that that was not the case, that they
14 declared the -- they declared that they had stopped seeking financing
15 before this happened.

16 THE COURT: All right. Did you have more than to add,
17 Mr. Kern?

18 MR. KERN: No. Just -- just what I had just said that the --
19 they did stop -- they did make no further efforts -- they concluded
20 their efforts to seek financing before the emergency order and before
21 things were shut down. And they were, in fact, then told by the
22 banks that they could get financing with the standard amount of
23 collateral provided for the loan.

24 THE COURT: Good enough.

25 I also could make the legal finding that the TRO was

1 procedurally improper. So, Mr. Aurbach, you may also include that.

2 MR. AURBACH: Okay.

3 THE COURT: If there's nothing else -- if you guys need a
4 hearing before this June 24th, we'll get you on calendar right away.
5 On business court cases, I'm making sure you have access as -- any
6 time you need it.

7 MR. AURBACH: Okay. Thank you, Your Honor.

8 MR. CALAWAY: Thank you, Your Honor.

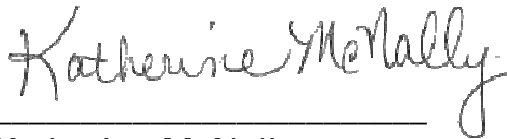
9 THE COURT: Thank you, all.

10 MR. KERN: Thank you, Your Honor.

11 [Proceeding concluded at 1:49 p.m.]

12 * * * * *

13
14 ATTEST: I do hereby certify that I have truly and correctly
15 transcribed the audio/video proceedings in the above-entitled case to
16 the best of my ability.

17 

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DOMINIQUE ARNOULD,

Plaintiff,

vs.

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

Defendants,

And related counterclaims.

Case No.: A-19-803488-B

Dept. No.: 27

ORDER

This matter came before the Court on May 22, 2020 at 1:00pm, regarding the Defendants' Amended Application for Temporary Restraining Order, Plaintiff's Counter-Motion to Vacate Temporary Restraining Order, Plaintiff's Motion for Appointment of Trustee, and Defendants' Counter-Motion for Enforcement of Settlement Agreement.

Having reviewed the papers and pleadings on file herein, arguments of counsel at the time of the above identified hearing, being fully advised on the matter, and with good cause appearing therefore the Court finds and decides the following:

FINDINGS OF FACT

1. Chef Exec Suppliers LLC (the "Company") is owned in equal shares by Plaintiff Dominique Arnould ("Arnould") and Defendant Clement Muney ("Muney") (hereinafter collectively referred to as the "Parities").

2. The Company operates in Nevada and California and it sells its products to restaurants, caterers, resorts, hotels, casinos, and others (“Customers”).

3. On December 10, 2020, Arnould filed a Motion for Appointment of Trustee (“Motion for Receiver”) requesting that a receiver be appointed to wind down the Company.

4. On February 7, 2020, Arnould and Munev attended a settlement conference held by Judge Williams, wherein the Parties entered into a Memorandum of Material Terms of Agreement (“Memo”).

5. The terms of the Memo were, among other things, that:

a. Arnould would buy-out Munev’s interest in the Company for a purchase price of \$700,000 (“Purchase Price”);

b. a “final agreement [would] be drafted at a later time;”

c. the entire Memo “shall be contingent upon . . . Dominique Arnould being able to obtain financing sufficient to allow him to pay the purchase price of the Sale;”

d. that Arnould would “be required to use good faith towards seeking to obtain such financing from all reasonable sources” sufficient for him to pay the entire purchase price.

6. After February 7, 2020, Arnould made reasonable efforts to obtain financing from multiple lenders, but he was formally and informally denied and rejected by the lenders for the financing unless he offered outside collateral, which was not required by the express terms set forth in the Memo.¹

7. Whether Arnould’s financing efforts were reasonable would ordinarily be a question of fact but for the intervening COVID-19 pandemic (“Pandemic”). However, the Court takes Judicial Notice that on March 12, 2020, the Nevada Governor, Steve Sisolak, declared a state of emergency in response to the Pandemic and required the closure of non-essential businesses, many of which included the Company’s Customers.

¹ Declaration in Support of Opposition to Defendants’ Counter-Motion to Enforce Settlement Agreement, at ¶¶6-16, on file herein.

1 8. The Court additionally takes Judicial Notice that the pandemic had a severe and
2 detrimental impact on the value of the Company and the ability of either Party to perform and
3 receive the bargained for consideration under the Memo.

4 9. It is undisputed that the Pandemic was an unforeseen event that was not and could
5 not have been foreseen by either Party to the Memo. It is unclear how long these detrimental
6 impacts and impediments will continue.

7 10. On March 20, 2020, Defendants filed their Counter-Motion for Enforcement of
8 Settlement Agreement (“Motion for Enforcement”), requesting this Court “reduce the [Memo] to
9 judgment by its existing terms, and conclude the present litigation.”

10 11. On May 20, 2020, Defendants filed their Amended Application for Temporary
11 Restraining Order and Preliminary Injunction (“Application”) under NRCP 65, alleging among
12 other things, that injunctive relief is necessary to avoid irreparable harm to the Company.

13 12. The Application renewed the issues set forth in Defendants’ Motion for
14 Enforcement.

15 13. The Application included an affidavit of Clement Muney that averred, among other
16 things, that irreparable harm and immediate injury to the Company was imminent.

17 14. The Application did not, however, include a certification by the movant’s attorney
18 in writing of the efforts made to give notice and the reasons why it should not be required as set
19 forth in NRCP 65(b)(1)(B). While there is evidence of some communications between counsel
20 regarding the threat of an injunction, there was no certification by counsel in its Application per
21 the NRCP 65(b)(1)(B).

22 15. Based on Defendant’s Application, the Court issued a Temporary Restraining
23 Order and set a hearing for May 22, 2020 to consider fully consider the Application’s merits.

24 16. Plaintiff opposed the Application and disputed the Application’s claims of
25 irreparable harm and immediate injury to the Company by providing evidence of the lack of
26 irreparable harm and immediate injury because damages were an adequate remedy. Plaintiff also
27 raised the aforementioned procedural issue under NRCP 65(b)(1)(B).

1 17. Muney's request for injunctive relief in favor of Defendants' Application would
2 not preserve the *status quo*, but would allow the Company to keep making payments to Muney
3 and Muney's son.

4 18. Plaintiff's Opposition to the Application and Countermotion to Vacate the
5 Temporary Restraining Order renewed its request for the Court to appoint a receiver with limited
6 powers. The attorneys for both Parties' agreed that a receiver should not interrupt the Parties'
7 direct relationships with their Customers if the Company was to remain viable upon the reopening
8 of the economy.

9 19. Neither Party trusts the other to with the assets or operations of the Company. Thus,
10 a receiver with limited powers would allow the expenditures and dealings of the Company to be
11 overseen by a neutral third-party without impeding the Company's ability to carry on its business.

12 CONCLUSIONS OF LAW

13 1. Neither party trusts the other to with the assets or operations of the Company. It is
14 therefore necessary that a neutral receiver be appointed with limited powers as defined herein.

15 2. Arnould obtaining financing was a condition precedent or an event that must occur
16 before either party became obligated to perform under the Memo. Prior to Arnould satisfying his
17 duty to make reasonable efforts to obtain financing, the Pandemic decimated the economy and any
18 hope of the condition being satisfied, rendering the Memo unenforceable.

19 3. Moreover, the Pandemic was and is an unforeseen contingency event that changed
20 the circumstances surrounding the Memo. The main purpose of the Memo was for Arnould to buy-
21 out the Company after financing was obtained. This purpose was destroyed by virtue of the
22 Pandemic.

23 4. The unforeseeable Pandemic event altered the circumstances surrounding the
24 Memo such that performance of the condition in the Memo to obtain financing could no longer be
25 fulfilled. Thus, the purposes of the financing condition and the Memo have become frustrated,
26 thereby discharging the duties arising thereunder.

27 5. Injunctive relief is not warranted here because: (1) irreparable harm and immediate
28 injury is not present because damages are an adequate remedy; (2) the party seeking injunctive

1 relief is not likely to prevail on the merits of its alleged conversion claim; (3) the relative interests
2 of the parties weights against injunctive relief; and (4) public policy does not favor injunctive
3 relief.

4 6. In addition, Defendants' Application for injunctive relief failed to provide the
5 notice and reasoning required by NRCP 65(b)(1)(B).

6 **ORDER**

7 Based upon a full review of the pleadings, evidence, oral arguments of counsel, findings,
8 conclusions of law and the powers of the Court:

- 9 1. It is ordered that the Defendants' Amended Application for Temporary Restraining
10 Order is hereby DENIED.
- 11 2. It is further ordered that Defendants' previously filed Counter-Motion for Enforcement
12 of Settlement Agreement is hereby DENIED.
- 13 3. It is further ordered that Plaintiff's Motion to Vacate Temporary Restraining Order is
14 GRANTED and the Temporary Restraining Order entered on May 20, 2020 is hereby
15 VACATED.
- 16 4. It is further ordered that Plaintiff's Motion for Appointment of Trustee or Receiver is
17 GRANTED to the extent that a receiver ("Receiver") with limited powers as defined
18 below ("Limited Powers").
- 19 5. It is further ordered that the Receiver's role will be to supervise the operations of the
20 Company in consultation with Arnould and Muney, to allow them to continue
21 operations of the Company, and prepare a report about the viability of the Company.
- 22 6. Pursuant to these Limited Powers, it is further ordered:
- 23 a. The Parties shall grant the Receiver full access to bank accounts, accounts
24 receivable and payable, customers' orders and suppliers' purchases, as well as
25 agreeing to respond in good faith to provide truthful answers and responses to
26 any questioning or requests for information from the receiver;
- 27 b. The Receiver shall obtain agreement from the Parties with respect to all
28 payments to landlords, suppliers, employees, and independent contractors;

- c. The Parties shall consult with the Receiver regarding all purchases of new inventory to ensure there is a need for the products, bearing in mind the downturn in business and the restriction on Company funds;
- d. The Receiver will attempt to obtain agreement of the Parties in respect of the operation of the business;
- e. In the event of a disagreement between the Parties, the Receiver will note any disagreement between the Parties in his report;
- f. The Receiver will have authority to communicate directly with the Court if necessary, after which such communications with the Court will be disclosed to the parties via minute order;
- g. Either Party or their attorney may communicate with the Receiver directly;
- h. The Receiver will have the power to recommend the transfer funds between accounts for legitimate company purposes; and
- i. The Parties will be required to report to the Receiver any removal of Company inventory or other Company items or individual items from the Company warehouses. If the removal is to fulfill sales, copies of the documents showing which customer ordered what product and the terms of payment will suffice. The Parties will also be required to justify any charges on Company credit cards or accounts;

7. It is further ordered that the Receiver will be a person either stipulated to by Arnould and Muney, or if no agreement can be reached, then a person chosen by this Court.
8. It is further ordered that once a Receiver is appointed, the Receiver will be compensated by Muney and Arnould each paying ½ of his estimated fees within 10 days of each of the Receiver's request.

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9. It is further ordered that the Receiver who be appointed will be:

Dated this ____ day of _____, 2020.

Dated this 8th day of June, 2020

Nancy L. Allf
DISTRICT COURT JUDGE

Respectfully Submitted by:

158 CF4 77DE 0484
Nancy Allf

MARQUIS AURBACH COFFING

By: /s/ Alexander K. Calaway
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Nevada Bar No. 1501
Alexander K. Calaway, Esq.
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Las Vegas, Nevada, 89145
Attorneys for Plaintiffs/Counter-Defendants

Approved as to form

Dated this 4 day of June, 2020

KERN LAW LTD.

By: /s/ Robert Kern Esq.
Robert Kern, Esq.
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601 S. 6th St.
Las Vegas, Nevada 89101

DISTRICT COURT
CLARK COUNTY, NEVADA

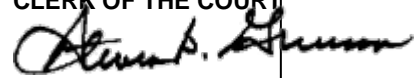
Dominique Arnould, Plaintiff(s)	CASE NO: A-19-803488-B
vs.	DEPT. NO. Department 27
Clement Munev, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,
Plaintiff(s),

vs.

CLEMENT MUNEY,
Defendant(s).

CASE NO: A-19-803488-B
DEPT. XXVII

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE
FRIDAY, JUNE 12, 2020

***RECORDER'S TRANSCRIPT OF PROCEEDINGS
RE: MOTIONS***

APPEARANCES (Via Video):

For the Plaintiff(s): PHILLIP S. AURBACH, ESQ.
ALEXANDER KIP CALAWAY, ESQ.

For the Defendant(s): ROBERT J. KERN, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER
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LAS VEGAS, NEVADA, FRIDAY, JUNE 12, 2020

[Proceeding commenced at 12:30 p.m.]

THE COURT: Okay. All right. I'm calling the case of Arnould versus Muney, A803488.

Appearances, please, starting with the plaintiff.

MR. KERN: Robert Kern for Clement Muney.

THE COURT: Thank you.

MR. CALAWAY: Alex Calaway here for the plaintiff.

THE COURT: Thank you, both.

Let me just go over a few just housekeeping matters. I'm in the courtroom. And there's no camera on my screen. So I try to -- it's voice-activated. So I try to look at the lectern. You guys appear on my screen to my right, so when I'm looking at that screen, I'm looking at your argument and looking -- trying to get eye contact with you so I can listen and also hear and see you. So it doesn't mean I'm being inattentive.

All right. So there was a request for an emergency hearing by the plaintiff on Wednesday. I set it for a hearing.

Mr. Kern, you didn't appear. I'd like to -- I've seen -- I've read all the paperwork, and I've seen the e-mails between the parties.

Before we get into the substance, Mr. Kern, can you please explain why you refused to attend a hearing? I have never seen that in my 10 years on the bench or my 27 years before that, practicing

1 law.

2 MR. KERN: Your Honor, I had a duty to my client. It was
3 an eight-year litigation, and we had 24 hours until a Supreme Court
4 argument. My client had paid -- well, was going to be owed -- owing
5 in excess of around \$10,000 worth of attorney time for the panel of
6 other attorneys that we had hired to moot at 1 p.m. on that day. As
7 the Court hearing -- as my oral argument was the following day,
8 there was no possibility of rescheduling.

9 THE COURT: If you -- but you had --

10 MR. KERN: So I do deeply apologize, Your Honor. But --

11 THE COURT: But you took the time -- you took the time to
12 file an opposition that morning. It was 15 minutes. And your oral
13 argument on the next day was only a 30-minute oral argument.

14 MR. KERN: I understand, Your Honor. I was scheduled at
15 1 o'clock p.m. for the -- for that moot. It was at an office outside my
16 own, so it involved travel. And you know, I was able to put an
17 opposition together because I wrote that in, you know, 10 minutes.
18 And it wasn't at the time that I was scheduled with eight other
19 attorneys to do a moot in prep for the next day's Supreme Court
20 argument.

21 THE COURT: Okay. All right. Let me hear from the
22 plaintiff on the motion, please.

23 MR. CALAWAY: Yes, Your Honor. Our simple request
24 here is that the receiver be appointed. We've -- you've already
25 appointed a receiver here. The parties were unable to come to an

1 agreement on a receiver to appoint.

2 Mr. Kern proposed a -- I believe his name is Andrew
3 Martin. We did some research. Mr. Martin proposed a -- gave us a
4 proposal and an explanation on his background. We considered
5 him, and we tried to see if it would be a good fit. We don't think that
6 it would be. He's a -- he has a lot of forensic accounting experience,
7 but he doesn't have the experience that we need in this case as a
8 receiver.

9 Our first choice is Larry Bertsch, who we've had
10 experience with, who we understand is -- has been a court-appointed
11 receiver, both in state and federal court, and has experience with
12 that. So we would -- and in our motion, we explain some of his
13 background in handling those types of cases, especially for business
14 disputes like this.

15 Also, in our motion earlier this week, which has been
16 consolidated with this hearing I believe -- that motion is to get access
17 to this warehouse. I mean, I think the court -- the judge, I think
18 your -- the best thing to do here, Your Honor, is to just appoint that
19 receiver and allow that receiver to be able to have both parties get
20 access to it.

21 But the issue here is, you know, Robert Kern, we tried to
22 find some way -- you know, my client drove his truck all the way
23 down here with 10 pallets. They knew this was coming. And when
24 we showed up, my client --

25 THE COURT: Your -- your papers -- hang on.

1 MR. CALAWAY: Go ahead.

2 THE COURT: Your papers said 12 pallets.

3 MR. CALAWAY: Oh, excuse me. I'm sorry, Your Honor.

4 12 pallets. And he came to pick up a list of things which we had
5 already discussed with -- my client had already discussed with
6 Mr. Muney -- and then he locked us out. We weren't able to get into
7 that. My client had to stay the night.

8 We filed this emergency motion so that we could get
9 access, and we still weren't able to do that.

10 So I think this is a perfect time to hopefully get a receiver
11 in place so that the parties can continue to run and operate their
12 business as usual.

13 THE COURT: Thank you.

14 And, Mr. Kern, if you'll respond to both parts of that -- the
15 receiver, as well as the motion.

16 MR. KERN: Yes, Your Honor.

17 First, I'll point out that we do not oppose immediate
18 appointment of a receiver. We believe that that would be a far more
19 reasonable response to this dispute than an injunction.

20 With regards to who to appoint as a receiver, I don't
21 dispute that Mr. Bertsch seems to be well qualified and have a lot of
22 experience as a receiver. But the fact is that this case involves
23 significant allegations of conversion fraud, breach of fiduciary duty,
24 self-dealing, and unjust enrichment -- both parties alleging against
25 each other.

1 These issues will unquestionably have to be resolved at
2 some point. So there's no reason to have separate receivers. This --
3 Mr. Martin was chosen because he has significant experience as a
4 certified fraud examiner and a CPA. He does have receiver
5 experience, which we concede is less than Mr. Bertsch.

6 But we don't believe Mr. Bertsch would be qualified to
7 resolve all the disputes between the parties down the road. And we
8 think it would be a waste of time and resources to hire a receiver
9 now, get them fully familiar with everything between the parties and
10 the books, and then have to resort to a different receiver that has the
11 appropriate experience for evaluating these actual claims against
12 each other with regard to the records.

13 So that's why we think Mr. Martin would be a superior
14 choice because he's capable of doing both sides, even if the first part
15 of it isn't being ordered yet, it will -- unless there's settlement, it will
16 almost certainly be called for at some point in this case.

17 Regarding the request for an injunction, again, we think --
18 we do agree to the extent that I don't think an injunction is
19 necessary. It's a much more reasonable resolution to simply appoint
20 the receiver and let the receiver handle this dispute.

21 I'll also point out that injunctive relief requires a balancing
22 of equities and a clear showing of irreparable harm. We have
23 neither of these here. I don't even know what they would allege as
24 irreparable harm here. He just said that he wanted to get the
25 inventory. He drove up. He said -- he e-mailed my client saying he

1 wanted certain inventory. My client pointed out that these are not
2 items that he would normally take because they don't sell in LA, and
3 LA has sufficient inventory of those.

4 And rather than simply answering that e-mail, he
5 apparently surprise -- drove a truck up and was surprised that the
6 warehouse was unlocked. We did not know he was coming -- at
7 least that is my understanding of it.

8 MR. CALAWAY: The warehouse was locked, not unlocked.

9 MR. KERN: The warehouse -- it's always locked so that
10 random people can't come in and take items in and out of it. It
11 wasn't locked against your client; it simply is kept locked.

12 THE COURT: But wait, Mr. Kern --

13 MR. KERN: Now, his --

14 THE COURT: Mr. Kern, let me interrupt you.

15 MR. KERN: Yes.

16 THE COURT: This is an important issue to me. Did you
17 know that your client had changed the locks when Mr. Arnould was
18 coming?

19 MR. KERN: My client changed the locks as soon as
20 Arnould filed a Motion for Summary Judgment declaring that they
21 considered the settlement agreement gone. At settlement, it was
22 discussed about keys. It was discussed that Mr. Arnould had not
23 given keys to the LA warehouse to Mr. Muney, but demanded keys
24 to the Las Vegas warehouse. We gave him a key to the Las Vegas
25 warehouse as part of that settlement, despite his refusing to share

1 keys to LA with us.

2 When he said the settlement was over, we considered the
3 agreement to share a key over. So we changed the locks after that
4 point, because we don't have access to LA. There's no reason LA
5 should have access to our inventory without simply discussion and
6 partners being able to agree on it, as they have for the entire course
7 of this -- of the seven years of operation of this company.

8 Whether we disagree about whether -- if he should or if
9 Muney should be allowed to question why he wants unusual
10 inventory out of Las Vegas's inventory, when Muney is not allowed
11 to have it, it's -- there's no dispute that there's been no
12 demonstration of irreparable harm. I understand this Court has
13 taken a more hands-off approach, as demonstrated when we asked
14 for relief when all company funds were seized by Mr. Arnould. But if
15 we're going to do that, we have to apply it evenly across the board.

16 And there's no reason that in balancing the equities,
17 Mr. Muney should be deprived of the right to manage the Las Vegas
18 inventory, when Mr. Arnould has the absolute right to manage LA
19 inventory and the entire funds of the company.

20 But ultimately, I would say --

21 THE COURT: But Mr. Kern, they both --

22 MR. KERN: -- beyond that -- yes.

23 THE COURT: Mr. Kern, they both have a 50 percent
24 interest in this business.

25 MR. KERN: Yes, Your Honor.

1 THE COURT: It was improper for Mr. Muney to deny
2 access to Mr. Arnould.

3 MR. KERN: Is it -- well, isn't it equally improper for
4 Mr. Arnould to deny Muney access to the company funds or to the
5 LA inventory?

6 THE COURT: Well, we have already had a hearing on that.

7 MR. CALAWAY: But Your Honor, he has not.

8 MR. KERN: Because that's [indiscernible].

9 THE COURT: Hang on. We already had a hearing on that.
10 And I believe the plaintiff was trying to conserve assets and was
11 concerned about corporate waste. I've already ruled on that.

12 MR. KERN: Well, we are as well, Your Honor. We are as
13 well, Your Honor.

14 If you look at the e-mail, that was exactly what we were
15 discussing is it's more expensive to store inventory in Los Angeles
16 than it is in Las Vegas. And that is why he didn't want to send
17 unneeded inventory down to Los Angeles, because it's -- he is
18 worried about that, and we are in dispute about whether that is a
19 waste of company resources.

20 Beyond that is the fact that this motion was filed without
21 any attempt to resolve it outside of court. The motion was the first I
22 had even heard that there was a significant dispute. I was aware that
23 the -- there was one exchange of e-mails between the clients, and
24 the next thing I saw was the motion.

25 So I think it is premature. I think there's no showing of

1 irreparable harm. And I think the balancing of equity says that if one
2 is allowed to manage his inventory and the entire funds of the
3 company, the other should also be allowed to at least ask for the
4 explanation for why the -- why he's wanting to take an unusual
5 amount of inventory from what Las Vegas is using.

6 And again, I will say that if we appoint a receiver -- and I
7 assume we're appointing a receiver extremely soon -- that that's
8 something a receiver would be able to handle and -- you know, and
9 take care of in the way they see -- deem appropriate.

10 THE COURT: Mr. Kern, did that exhaust your argument?

11 MR. KERN: That is my argument, Your Honor.

12 I would point out one other thing, that Chef Exec does not
13 own a lease. They have no -- they do not technically have a legal
14 interest in that warehouse. Because Chef -- Mr. Arnould refused to
15 sign and refused to allow Mr. Muney to sign on his behalf, Chef Exec
16 was not able to extend that lease. That lease is owned by a separate
17 legal entity, CMJJ, who chooses to allow them to store that in
18 exchange for funds being paid. But that -- those funds haven't been
19 paid in a very long time.

20 But my point being that CMJJ is the one who has the
21 authority to control locks on that warehouse, and they are not a
22 party to this suit.

23 THE COURT: Thank you, Mr. Kern.

24 And Mr. Calaway, the reply, please.

25 MR. CALAWAY: Thank you, Your Honor.

1 I would like to introduce and have called for the record.
2 Phil Aurbach in my firm has also appeared. His video wasn't
3 working as well. And he'll be handling the reply, if that's okay with
4 you.

5 THE COURT: That's fine. Mr. Aurbach.

6 MR. AURBACH: Can you see and hear me, Your Honor?

7 THE COURT: I can hear you; but I can't see you. I --
8 sometimes it's voice-activated. Let me -- the court recorder may be
9 able to assist. She says it should work, so -- so please proceed.

10 MR. AURBACH: Well, my reply is brief --

11 THE COURT: I can see you.

12 MR. AURBACH: -- anyway, Your Honor.

13 Number one, it's our understanding that CMJJ is
14 100 percent owned by Mr. Muney, and he controls it. It's not like it's
15 a third party.

16 No. 2, it has inventory of Chef Exec. We should have a key
17 today. The Court -- we would request the Court order that we have a
18 key.

19 Three, when a receiver is appointed -- we asked for a
20 receiver with limited powers. But I think he should go in and take
21 control of that warehouse so that both parties have equal access --
22 and the same with any warehouse in LA.

23 My understanding, Judge, is that Mr. Muney went to LA;
24 never asked for the -- to look inside the LA warehouse. But be that
25 as it may, we need a receiver. We would like to extend his limited

1 powers that we -- that your previous order granted that take control
2 of the warehouse and be able to take the inventory of the warehouse
3 and keep track of what's in and what's out. He's going to have to do
4 that anyway. But he should be the one with control of the
5 warehouse.

6 THE COURT: All right. Is there any response with regard
7 to who you wish to serve as a receiver?

8 MR. AURBACH: Are you asking me, Your Honor?

9 THE COURT: I am, yes.

10 MR. AURBACH: Or Mr. Kern?

11 THE COURT: Yeah.

12 No. I heard from Mr. Kern. And I heard from Mr. Calaway
13 on the reply. I just need a reply on who the best receiver will be.

14 MR. AURBACH: Well, we believe that -- that Mr. Bertsch is
15 the -- has the most receiver experience, the most experience as a
16 CPA and receiver. Whereas the opponent of the receiver by Mr. Kern
17 has a ton of forensic experience that we can't deny, but he just
18 doesn't have the amount of receiver experience that may be
19 necessary because these parties have had a hard time decide --
20 agreeing on the sun rises in the east.

21 So if the receiver has to be rolled over into full powers,
22 this proponent by Mr. Kern just doesn't have that experience.

23 THE COURT: All right. So -- and Mr. Kern, do you have
24 any final thoughts before I rule?

25 MR. KERN: I would just go -- clarify, I did notice

1 Mr. Aurbach said that they should put the receiver in -- fully in
2 control of the warehouse. He said that singular. I would assume if
3 he's going to be in control of the warehouse, he would be in control
4 of all warehouses and all inventory --

5 THE COURT: Right --

6 MR. KERN: -- would be more appropriate.

7 But nonetheless, I do argue that a -- if we are remaining a
8 limited receiver, that he remain as limited, as was said in the order.
9 And you know, I don't think there's any dispute that if he orders us to
10 transfer inventory, that's given in the order, and we would certainly
11 follow that.

12 THE COURT: Okay.

13 MR. AURBACH: In brief response, we would like our client
14 to be able to come up, drop off the inventory, pick up the inventory
15 that he wants, and have freedom to do that without this restriction.

16 THE COURT: Good enough.

17 And have you touched base with Mr. Bertsch to see if he's,
18 in fact, available to be the receiver?

19 MR. AURBACH: Mr. Calaway would be able to respond to
20 that.

21 MR. CALAWAY: Yes, Your Honor. He provided us a
22 resume and his experience when we inquired about it. And he said
23 he would be able to take on something like this.

24 We didn't ask him if he would be able to take it on
25 immediately, as in today. But I -- I'm more than happy -- we actually

1 have a hearing later today with Mr. Bertsch, we could ask him after
2 the hearing.

3 THE COURT: Okay. Does anyone have anything further
4 before I rule?

5 MR. AURBACH: Nothing further on behalf of the plaintiff,
6 Your Honor.

7 THE COURT: Mr. Kern.

8 MR. KERN: Just in response to the last statements from
9 Mr. Aurbach, I would just say that, you know, we've had allegations
10 before about Mr. Arnould taking inventory he wasn't supposed to
11 take out of the warehouse.

12 We would much prefer that any desire to exchange
13 inventory between warehouses simply go through the receiver,
14 rather than saying just take what you want. I think that's appropriate
15 for both sides.

16 THE COURT: Okay. Thank you both.

17 I'm going to appoint a receiver today. But I'm going to
18 rule that the defendant will have access to the Las Vegas storage
19 unit, or storage warehouse, in the interim and that the defendant will
20 be required to pay for security to be present when the plaintiff goes
21 to the warehouse.

22 I considered the receiver carefully because I have 37 years
23 of experience, including working with Mr. Bertsch. And I'm
24 acquainted with Mr. Martin, and I'm very impressed by him, but I've
25 never worked with him before. And I appoint Mr. Bertsch regularly.

1 And the quality of his services to the Court are just very high. So I
2 am going to go with Mr. Bertsch.

3 The defendant will be allowed to access the warehouse
4 today, if they're available or when they're available, logistics to be
5 worked out with regard to the convenience to both sides, but the
6 defendant will pay for security to be present at the time that he goes
7 to the warehouse.

8 The receiver will be ordered to change the locks on both
9 warehouses.

10 And Mr. Kern, for your failure to appear yesterday, I'm
11 going to sanction you in the amount of \$100, payable to Nevada
12 Legal Services, Clark County Library, or the Legal Aid Center of
13 Southern Nevada. And you will need to file proof of such payment
14 within 10 days.

15 Now, plaintiff to prepare the order from today granting the
16 motion for receiver.

17 The hearing on June 24th will be vacated with regard to
18 the receivership.

19 If you can't come to terms on the scope of the order
20 appointing the receiver, I won't accept competing orders, but I would
21 convene a telephonic for you at your convenience next week.

22 Are there any questions?

23 MR. AURBACH: Yes, Your Honor. I think you said the
24 defendant should have immediate access and the defendant would
25 pay for security when he goes to the warehouse.

1 THE COURT: No.

2 MR. AURBACH: I think you meant the plaintiff.

3 THE COURT: Plaintiff -- plaintiff will have immediate
4 access. I apologize to both of you. It's Friday and we've worked all
5 week.

6 Plaintiff to have immediate access to that warehouse at a
7 time that's convenient to both parties. They still have to work
8 together on that. The defendant will pay for security to be present
9 for that exchange.

10 MR. AURBACH: And I think we already agreed upon an
11 order of a receiver with limited powers. So that order, I believe --

12 Mr. Calaway, isn't that correct, that order has already been
13 entered?

14 So we don't have to sit down and agree on what powers
15 the receiver has right now. I was asking the Court to extend the
16 receiver's authority to control the warehouses.

17 THE COURT: Well, the parties should work on the
18 language of the receivership order immediately. I'm not going to
19 leave Mr. Kern out of that discussion.

20 If you can't agree as to the language -- I am ordering
21 specifically that he will change the locks on both warehouses,
22 though.

23 If you can't agree on that --

24 MR. KERN: Thank you, Your Honor.

25 THE COURT: -- let me know. Let me -- outline your

1 differences, and we'll convene a telephonic next week.

2 I want him appointed as soon as practicable, as soon as
3 possible.

4 Mr. Kern, did you have any questions?

5 MR. KERN: Just to clarify, Your Honor. My client is the
6 one who is paying for security?

7 THE COURT: That's correct. Yes.

8 MR. KERN: Okay. Thank you, Your Honor.

9 THE COURT: All right.

10 And so Mr. Aurbach will prepare the order from today's
11 hearing.

12 With regard to the \$100 sanction, I will prepare that order.

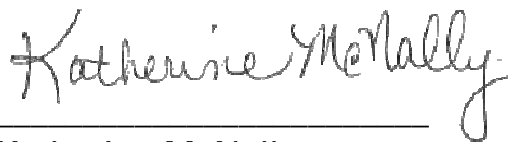
13 MR. AURBACH: Thank you, Your Honor.

14 THE COURT: Thank you, all.

15 [Proceeding concluded at 12:52 p.m.]

16 * * * * *

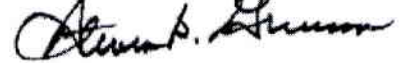
17
18 ATTEST: I do hereby certify that I have truly and correctly
19 transcribed the audio/video proceedings in the above-entitled case to
20 the best of my ability.

21 

22 Katherine McNally
23 Independent Transcriber CERT**D-323
24 AZ-Accurate Transcription Service, LLC
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Steven D. Grierson
CLERK OF THE COURT



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Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/Counter-Defendant,

vs.

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

Defendants/Counter-Claimants.

Case Number: A-19-803488-B

Dept. Number: 27

TEMPORARY RESTRAINING ORDER

Good cause being shown, that this Order is necessary to prevent the irreparable injury caused by the company's inability to continue paying its obligations to workers, customers, and suppliers, which would result in loss of those essential relationships, which can not be replaced or repaired by monetary recovery. The company already has overdue payments and shipment awaiting final purchase money, as well as workers who need to be paid to continue to support themselves, and Plaintiff has refused to return the company money to the company accounts, thus serious irreparable injury is imminent absent an order from this Court returning the company funds to its accounts, allowing its continued operation.

Defendants Chefexec and Muney have notified Plaintiff Arnould that the present application for TRO would be filed, and have made every effort to ensure that Arnould was given notice of the application for this order.

1 Good cause appearing therefore, IT IS HEREBY ORDERED that Plaintiff Do-
2 minique Arnould be ordered to return all funds belonging to Defendant Chef Exec Suppliers
3 (including depositing all checks made out to Chef Exec) into the original Chef Exec bank
4 account, and, be restrained from taking any action to transfer or move company funds out of
5 their regular accounts, or block, divert, or fail to cause their deposit into the original compa-
6 ny account, and from taking any actions in the management of the company other than those
7 necessary for the continued, everyday operations of the company. If there is any question
8 about what acts may be acceptable, or if there is a necessity for a more unusual act, the par-
9 ties are to seek agreement among themselves first, and if that fails, may petition this court
on the matter.

10 This order shall be in effect for fifteen days, or until a hearing on the Motion for Pre-
11 liminary Injunction can be held, whichever occurs first.

12 Defendants shall provide a surety bond or undertaking in the amount of \$100
13 to be filed with this order.

14
15
16 IT IS SO ORDERED.
Dated: May 20, 2020.


17 Nancy L Alf
18 DISTRICT COURT JUDGE
19
20

21 Respectfully Submitted By:

22 **KERN LAW**
23

24 _____
25 Robert Kern, Esq. NV Bar # 10104
26 601 S. 6th Street
27 Las Vegas, NV 89101
28 (702) 518-4529
Attorney for Defendants

94-77/1224 5238

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DATE 5.21.2020

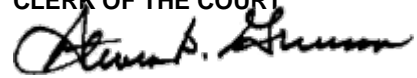
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IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/Counter-Defendant,

vs.

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

Defendants/Counter-Claimants.

Case Number: A-19-803488-B

Dept. Number: 27

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

COMES NOW, CLEMENT MUNEY and CHEF EXEC SUPPLIERS, LLC, by and
through their attorney of record, Robert Kern, Esq., of Kern Law, Ltd., and demands a trial
by jury of all issues herein.

DATED this 28th day of July, 2020

KERN LAW

By: /s/ Robert Kern

Robert Kern, Esq.
601 S. 6th St.
Las Vegas, NV 89101
(702) 518-4529
Attorney for Defendants



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,)	CASE NO: A-19-803488-B
)	
Plaintiff(s),)	DEPT. XXVII
vs.)	
)	
CLEMENT MUNY,)	
)	
Defendant(s).)	

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE
WEDNESDAY, AUGUST 12, 2020

***RECORDER'S TRANSCRIPT OF PROCEEDINGS
RE: PENDING MOTIONS***

APPEARANCES (Via Video Conference):

For the Plaintiff(s):	PHILLIP S. AURBACH, ESQ. ALEXANDER KIP CALAWAY, ESQ.
For the Defendant(s):	ROBERT J. KERN, ESQ.
For the Receiver:	LARRY BERTSCH TRACY M. O'STEEN, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER

1 **LAS VEGAS, NEVADA; WEDNESDAY, AUGUST 12, 2020**

2 **[Proceedings commenced at 9:32 a.m.]**

3
4 THE COURT: Thank you, both.

5 The next thing I have on the 9:30 calendar is Arnould
6 versus Muney.

7 MR. AURBACH: Good morning, Your Honor. Sorry, I
8 interrupted Mr. Kern. Phil Aurbach appearing on -- and Alex Calaway
9 appearing on behalf of the plaintiff, Dominique Arnould.

10 THE COURT: Thank you.

11 MR. KERN: Good morning. Good morning, Your Honor.

12 THE COURT: And for the defendant, please.

13 MR. KERN: Robert Kern on behalf of Clement Muney.

14 THE COURT: Thank you, both.

15 All right. So this is a status check. Let me ask for an
16 update, starting first with the plaintiff and then the defendant. I have
17 read the report that was filed by the Receiver this week.

18 MR. AURBACH: Your Honor, I think that the first thing that
19 needs to be done is -- this is Phil Aurbach -- is we need to make sure
20 that the business isn't reasonably practicable to carry on so that we
21 have an Order of Dissolution. I think the Receiver was
22 appointed -- and the Receiver's online. Larry Bertsch, I believe -- was
23 appointed because the two owners were having such a difficult
24 time -- they had so many disputes they couldn't move the company
25 forward.

1 So I think there is enough to -- just by the pleadings, that it
2 meets the 86.495 that it's not practicable for them to stay together as
3 partners. I think that's the very first issue. And if Mr. Kern agrees to
4 that, then we can move on to the second issue. If he doesn't agree,
5 then we have to discuss how that gets resolved because I think he
6 appealed the order appointing the Receiver.

7 I'm done with that part.

8 THE COURT: All right. So, Mr. Kern, would you like to
9 weigh in?

10 MR. KERN: I don't think we can currently dispute that the
11 company can't operate as is right now. As we cited before, we do
12 believe that there -- this may be a case of manufactured dissent;
13 however, I think there's no question that the conflict right now is such
14 that it probably is now impracticable for the company to operate the
15 way it is.

16 THE COURT: And how do you propose then that we move
17 forward? Let me hear from Mr. Kern first. And I also need some
18 input from the Receiver. I didn't take his appearance.

19 MR. KERN: All right. I think that, you know, we -- you
20 know, a dissolution may be necessary here, but I think it would be
21 absolutely wasteful, and we certainly oppose simply liquidating the
22 company. But a dissolution that involves splitting the company
23 might be workable.

24 THE COURT: Thank you.

25 Mr. Aurbach?

1 MR. AURBACH: So I think that means an Order of
2 Dissolution should be entered, and how it gets dissolved and how it
3 gets wound up should be the basis of further -- either negotiations
4 between counsel or further orders of the Court. I believe that because
5 of Mr. Kern's appeal, we have a settlement conference scheduled
6 with a supreme court settlement judge
7 September 15 -- September 17th.

8 Is that right, Mr. Calaway?

9 MR. CALAWAY: Yeah, that's correct.

10 MR. AURBACH: He knows all the facts.

11 Anyway, so if we can get an order that it -- the parties
12 agree, it should be dissolved under 86.495, Subsection 1, then the
13 Court can defer the issues of the exact nature and extent of winding
14 down and how it should be dissolved for a later hearing after the
15 September 17th settlement conference. I think that would be an
16 appropriate approach if Mr. Kern agrees.

17 THE COURT: Let me hear from you, Mr. Kern, and then
18 we'll hear from the Receiver.

19 MR. KERN: I don't necessarily disagree. I think at this
20 point the parties do not want to operate the company together. I do
21 agree -- I also agree that it's probably best to have the settlement
22 conference and see if something can be worked out there or at least
23 possibly some progress on terms of dissolution.

24 THE COURT: Thank you.

25 The Receiver? Your appearance, please.

1 MR. BERTSCH: This is Larry Bertsch --

2 THE COURT: Thank you, Mr. Bertsch --

3 MR. BERTSCH: -- the Receiver on this case.

4 THE COURT: Do you have counsel present, Mr. Bertsch?

5 MS. O'STEEN: And, Your Honor, Tracy O'Steen appearing
6 on behalf of the Receiver.

7 THE COURT: Thank you.

8 And who's the spokesperson for the Receiver -- the
9 Receiver or his counsel?

10 MS. O'STEEN: Mr. Bertsch will be speaking to the issues.
11 Thank you, Your Honor.

12 THE COURT: All right.

13 So, Mr. Bertsch, I saw in your report where you had
14 issues -- you recommended a dissolution, but you had issues with
15 regard to use of the name, sales territory, and then with regard to
16 your fees. So may I hear from you?

17 MR. BERTSCH: Yes, Your Honor.

18 They don't get along. It's like a divorce. And how do you
19 split -- that's what I was looking at on this case. I think they should be
20 separate because their personalities do not fit at this time.

21 One of the things we discussed was Chef Exec California,
22 Chef Exec Nevada. I don't think that would work, and they do have
23 other companies they could take their half into because I think that
24 would be nothing but lawsuits, because what they do is -- the one in
25 Los Angeles or California is having dealings in Nevada. The one in

1 Nevada is having dealings in California. So it's always going to be:
2 That's mine; that's mine.

3 So the first thing I think it should be is they change the
4 name, or when I talk about the splitting of the company, they should
5 put it into their company, which you can do by your tax return and
6 distribute the assets. They can go into another company as a
7 contribution.

8 The territory they have, like I say, some Nevada is in
9 California, California's in Nevada. What I intended to do is -- and they
10 have me list -- we haven't been able to finish that -- that we find
11 where the conflicts are, and I come up with a program of listing
12 amount and then they can make a choice so we can make a
13 determination. This does belong to that party, but we don't have any
14 more problems with the territory, and they might even have to sign
15 the covenant not to compete.

16 What I did in the beginning is I asked each side to give me
17 a list of the issues they had with the other side. I listed the issues, as
18 you can see, on Exhibit A. And then on Exhibit B, I listed out each
19 side -- what would be right when the issues coming down to the
20 bottom of saying, if they split the company, this person was -- I will
21 settle this issue and settle this issue. What do we have on the bottom
22 line? And as you can see right now, on Exhibit B, the difference is
23 about \$7,000 that you could go down and settle all the issues.
24 There's four that need to be worked on in determining the issues, but
25 there could be a nice split right here.

1 I recommend to the Court that we finish up -- make 8/31
2 the date -- split the company. Each taking -- you'd have Los Angeles
3 and Las Vegas, file the final tax return, making that distribution. And
4 then each could go their own way.

5 The viability of the company appears that they -- because
6 of the pandemic, they're not making the sales that they should make
7 now. But if the economy comes back because they sell to -- basically,
8 the travel industry, to the hotels, so forth is their goods. I believe
9 they have good inventory, and when they each -- one sells to
10 Los Angeles companies, the other one sells to Nevada companies,
11 and each has their own inventory, they can determine then whether
12 they can make it or not. But this I see as a solution, Your Honor.

13 THE COURT: Thank you, Mr. Bertsch.

14 Let me have the response, first, from the plaintiff and then
15 the defendant.

16 MR. AURBACH: Your Honor, I think Mr. Bertsch has done
17 a great job setting forth a template for how it ought to be dissolved.
18 There are disagreements between Mr. Kern's client and my client on
19 maybe some of the details in the report. But it gives us a great
20 template to start by, and especially his recommendation on the date
21 of the split.

22 What I recommend is that we set a hearing after
23 September 17th and that Mr. Kern and I sit down and try to use
24 Mr. Bertsch's template and see what we can agree to on completing it
25 from the perspective of each of our clients. And when -- if we cannot

1 reach resolution on each line item, which we probably can't, we'll see
2 if the settlement judge can assist us. And if that doesn't work, then I
3 think we need to present a joint set of what we agree on and what we
4 disagree on in terms of the template that Mr. Bertsch has set forth,
5 and then get further orders from this Court after September 17th on
6 how we should resolve those issues.

7 It may be, for example, a one-hour evidentiary hearing on
8 "X," a half day evidentiary hearing on "Y." Under the new rules, the
9 Court has authority to set evidentiary hearings for different issues in
10 the case rather than having to wait until you have three days for one
11 trial.

12 So in any event, I suggest that we set a date for further
13 orders and Mr. Kern and I work on what we can agree on and what
14 we can't. That's my recommendation.

15 THE COURT: Thank you.

16 Mr. Kern, your response, please.

17 MR. KERN: Thank you, Your Honor.

18 I think the evidentiary hearings idea is a good one.
19 Essentially, I agree with Mr. Aurbach. You know, we just need
20 to -- you know, we've got a breakdown of what's claimed there.
21 Obviously, we need to have some working out of, you know, an
22 analysis of legitimacy of the claims, et cetera. And if we can't reach
23 resolution, I think Mr. Aurbach's idea of having evidentiary hearings
24 on the non-resolved issues probably makes sense for everyone. And
25 holding off until we have the settlement conference makes sense as

1 well. Obviously, this is going to be better for everyone, the more
2 things we can agree on.

3 One thing I do want to address -- and we can discuss this a
4 little further on if you'd prefer -- is that in the meantime -- bless you,
5 Your Honor -- in the meantime, we are having an issue as far as use
6 of company funds. It was our understanding, initially when the Court
7 agreed, that Mr. Arnould could hold on to the company funds, but
8 that was either going to be temporary until the Receiver took over or
9 that Mr. Arnould would be paying all invoices, et cetera.

10 We have some very emergency-level payments that aren't
11 being made, so we would be requesting either that the Receiver be
12 given the power to order that or that Mr. Arnould be instructed to
13 make payments on legitimate company invoices until we reach the
14 end here.

15 THE COURT: All right.

16 MR. AURBACH: Your Honor, may I be heard before you
17 hear from --

18 THE COURT: You may.

19 MR. AURBACH: Thanks.

20 THE COURT: Mr. Aurbach and then Mr. Bertsch.

21 MR. AURBACH: Thanks.

22 Before Mr. Bertsch -- I'm only aware of one payment that
23 was an emergency, and Mr. Bertsch contacted me, and we contacted
24 our client, and the payment was made. I'm not aware of, like, 5 or 10
25 or 15 of these. We intend -- my client intends to do that, and rather

1 than pay for Mr. Bertsch to do the accounting and decide what
2 payments should be made -- I think it's been going pretty well, but I'll
3 let Mr. Bertsch address that.

4 I'm sorry to interrupt.

5 THE COURT: Mr. Bertsch.

6 MR. BERTSCH: Your Honor, it's one of the first jobs I had
7 as a Receiver where we didn't control funds. This has been a mess
8 going back and forth. One person says, Well, I should have a
9 payment for this, and I should have a payment for that. We don't
10 have money.

11 The way it is structured currently makes it very difficult
12 because one person says, Well, I should have a payment ongoing for
13 this; and I should be paid these commissions. And the other person
14 claims, Well, those are house accounts. So it leaves it in a very
15 difficult situation because the arguments go back and forth, whether
16 it's going to get paid, it's not going to get paid. There's stuff in
17 Japan; they paid \$19,000. Did they pay the rest? One person says, I
18 don't think it's worth even buying that stuff. So we're getting into the
19 conflict and continuing it on. I'd like to see it come to an end one way
20 or another. And how can you have two people that disagree with
21 each other and one controls the money? This is causing nothing but
22 more conflict.

23 I get 5, 10, 15 emails a day. Well, we need money here,
24 we need money here. That has to come down from instructions from
25 the Court -- how we get this thing calmed down. It takes too much

1 time and effort on our part and runs up the fees because they want to
2 continue the argument through me.

3 THE COURT: Okay. So in listening to all three sides, it
4 makes sense to me that I set a deadline for the plaintiff and the
5 defendant, jointly, to send the responses to the trustee's report and
6 for me to set a continued hearing after your settlement conference at
7 the supreme court. And I can either give you the 28th of this month
8 or September 4th, for your responses to the Receiver, and
9 they -- those to be sent at 5:00 p.m. to your opposing counsel and the
10 Receiver.

11 Plaintiff, which date works best for you?

12 MR. AURBACH: September 4th works well for us.

13 THE COURT: Okay.

14 Mr. Kern, can you live with September 4th?

15 Mr. Kern, you'll have to unmute yourself.

16 MR. KERN: September 4th is fine for us, Your Honor.

17 THE COURT: All right.

18 So my next inclination is to not enter a dissolution order
19 now, but to defer that to the last day of September, unless there's
20 objection.

21 Plaintiff, then the defendant.

22 MR. AURBACH: I'd like to hear from Mr. Bertsch. I'm not
23 sure what -- whether there's any tax consequences of pushing the
24 dissolution order to the end of September versus what his
25 recommendation was, the end of August.

1 THE COURT: Mr. Bertsch.

2 MR. BERTSCH: All it will be is take that information, and
3 we can file a tax return because what happens on the
4 dissolution -- it's a distribution that goes out. They're going to have
5 to pay under the current terms. They're 50/50 partners, and that's the
6 way the distribution of the income is going to have to be. So we can
7 do the tax return on 9/30, as well as 8/31. The transactions would be
8 picked up during the month of September and would be on that tax
9 return.

10 THE COURT: Thank you.

11 MR. AURBACH: So hearing that -- I'm sorry, I didn't mean
12 to interrupt Mr. Bertsch.

13 THE COURT: Go ahead, please.

14 MR. AURBACH: Hearing that, I think we ought to have
15 dissolution September 30th, and we try to work out all of the details
16 so that he has the most current information to do the tax return.

17 THE COURT: And Mr. Kern, would you like to weigh in?

18 MR. KERN: That sounds fine to me, Your Honor.

19 However, I did want to clarify -- I didn't really understand
20 where we landed as far as getting invoices paid until that point. Are
21 we handing that to Mr. Bertsch?

22 THE COURT: I assume -- I assume that we are going to
23 task Mr. Bertsch with doing that, unless both parties are willing to
24 have the business accounts in -- under his possession and control.

25 MR. KERN: We're okay with that.

1 MR. AURBACH: Mr. Kern --

2 Your Honor, may I address Mr. Kern?

3 THE COURT: You may.

4 MR. AURBACH: Mr. Kern, you know, that means it's going
5 to cost us more to do that. Is it going -- is it that important that
6 Mr. Bertsch take it all over? If it is to your client, then -- I thought it
7 was working out. No?

8 MR. KERN: It absolutely is for us. I mean, we're looking
9 at -- we're about to get our -- get evicted from our warehouse space
10 because we're not even paying the undisputed portion for months.

11 MR. BERTSCH: That's news to me.

12 THE COURT: On this, Mr. Bertsch, are you willing to take
13 on that responsibility if -- of taking over the bank accounts?

14 MR. BERTSCH: Your Honor, I will do what's necessary to
15 get this to a conclusion.

16 THE COURT: So give us more update on the issues with
17 regard to the spending of the money and the paying of invoices.

18 MR. AURBACH: Who were you asking?

19 THE COURT: Certainly -- I wanted Mr. Kern to give me an
20 update with regard to the paying of accounts payable and
21 outstanding invoices.

22 MR. KERN: Yes, Your Honor.

23 Now, I have not been informed that the Chinese invoice
24 has been paid, but it sounds like Mr. Aurbach is saying that it was.
25 But, yeah, we have the Chinese invoice that we raised the issue of in

1 May. There was a partial payment that we agreed on that was
2 supposed to be just for the month, but then it was -- the rest had
3 never been paid. The company had threatened to take the 20,000 we
4 paid and just take and never deliver the inventory. So if that's been
5 paid, that's great. But the issue being things like that, that it took
6 three months for that to be paid --

7 The main outstanding thing that I know of right now is
8 simply the undisputed portion of the Las Vegas warehouse rent. You
9 know, we still have to pay that, the landlord has not granted any sort
10 of exemption from payment of rent there. And while we may have a
11 dispute as to the additional portion of rent, there's a significant
12 portion, around 6,000 a month, that is undisputed between the
13 parties. And if we don't want the -- you know, if we don't want
14 eviction in that case, then we need at least to be paying that amount.

15 MR. AURBACH: Your Honor, may I be heard?

16 THE COURT: Are we talking -- just a -- just give me one
17 second.

18 So, Mr. Kern, are we talking August rent?

19 MR. KERN: August and July.

20 THE COURT: And when was it due? On the first?

21 MR. KERN: July 1st and August 1st.

22 MR. BERTSCH: Your Honor, may I speak to that?

23 THE COURT: Mr. Aurbach, your response?

24 You may. Well, Mr. Bertsch and then Mr. Aurbach, if you
25 have something to add.

1 MR. BERTSCH: What had happened here, Your Honor, is
2 that the lease of the warehouse in Las Vegas was to expire. They
3 upped the rent from \$3,600 to about \$5,700, and at that time they
4 asked that all partners of the Chef Exec sign as personal guarantees.
5 Mr. Arnould in California refused to sign it.

6 Then Mr. Muney took the lease under another company he
7 owns at the \$5,700. Then, Mr. Muney, with this other company,
8 started billing Chef Exec for \$11,800 a month and was paid that for
9 about seven or eight months. Then Mr. Arnould, who handled the
10 money, refused to pay the rent of \$11,800.

11 If the -- if the rent was paid, the 11,8 should have been
12 \$5,700, I considered that, possibly, as prepaid rent. And as a
13 schedule, what would happen is, if the rent was really \$5,700 instead
14 of \$11,800, because it's one of the conflicts, that rent would amortize
15 out that was paid until the end of September.

16 THE COURT: All right. So --

17 MR. BERTSCH: So the question is here, should the rent be
18 \$11,800, where Mr. Muney would make the \$5,000 a month, or what
19 he has to pay for the rent that Mr. Arnould refuses to pay -- that's one
20 of the conflicts.

21 THE COURT: All right.

22 So is there enough cash on hand to pay the undisputed
23 amount for July and August?

24 MR. BERTSCH: There is not.

25 THE COURT: There is not?

1 MR. BERTSCH: And then what should the rent be?
2 Should it be 11,8, or should it be \$5,700, as was the agreement prior
3 to all the conflict? And the rent was paid by Exec -- Chef Exec.
4 Should they be required to pay a premium to Mr. Muney since he
5 now has the contract?

6 THE COURT: I understand the difference here. And
7 it's -- we've been litigating this for months. But I'm concerned with
8 regard to disruption of the business for Mr. Muney.

9 MR. BERTSCH: There's not enough money in the account
10 to pay it.

11 THE COURT: All right.

12 Mr. Aurbach.

13 MR. AURBACH: Your Honor, I need to check with my
14 client about the amount of money. I haven't checked recently, but I
15 think there's two issues -- really major issues that have been
16 discussed.

17 The rent -- the undisputed amount of rent should be paid.
18 I kind of agree with Mr. Bertsch that Mr. Muney had been overpaid
19 and there -- that there's enough to go through the end of September.
20 But if that's not the case, then the undisputed amount of rent should
21 be paid. And if there's not enough money, then maybe each person
22 is supposed to come up with half of the rent.

23 But the second issue -- I mean, there's solutions that are
24 money related that are easy to resolve this. The second issue was
25 the China money. And Mr. Muney asked Mr. Arnould for the money

1 for the balance of the payment in China. Mr. Arnould was kind of
2 pushing back, and then Mr. Bertsch got involved, and the payment
3 got made because we followed Mr. Bertsch's instructions.

4 So Mr. Arnould keeps the QuickBooks, which Mr. Mune
5 has ability to get into and same with Mr. Bertsch. And for one month
6 it seems like, or a month and a half, changing it all over, going into
7 Mr. Bertsch's accounting system, might be a little overkill if these
8 issues that are money issues can be resolved easily for the next
9 30 days, 45 days.

10 So my position would be let's keep it the same unless
11 Mr. Bertsch tells Mr. Arnould, you need to make this payment, and
12 Mr. Arnould says no. And at that point, I think it almost ought to be
13 automatic that Mr. Bertsch has to take over the accounting. But for a
14 month and a half, my client is very detailed in the QuickBooks. He
15 requires, you know, invoice numbers and keeps track of how much of
16 the inventory and how much is paid. I think that should remain just
17 for the month and a half until we get through this settlement
18 conference and the end of September.

19 THE COURT: Thank you.

20 And, Mr. Kern, do you wish to --

21 Mr. Bertsch and then Mr. Kern. Go ahead.

22 MR. BERTSCH: I believe that what we can do -- and I
23 would implement that rather than the checks, we will adopt an
24 invoice system that they have to complete. I will sign and that will
25 then make the disbursement so they can disburse the funds.

1 Right now it's, Hey, I think I have to pay this; and whether
2 they pay it or not, I don't know with that, but we will put an invoice
3 system together that's necessary for approval. Keep it the same, but I
4 will have evidence that I approve for check payment.

5 MR. AURBACH: That makes a lot of sense, Judge.

6 THE COURT: And, Mr. Kern, did you wish to respond?

7 MR. KERN: Sure, Your Honor.

8 I mean, it's our -- we've already talked about the level of
9 distrust and fighting and everything else, so it's still our preference
10 that Mr. Bertsch control it. But Mr. Bertsch's suggestion he just made
11 would be an improvement over where we are now.

12 I did want to just refer to -- as far as the undisputed
13 portion of rent that, you know, the dispute about the additional that's
14 been paid -- that's something yet to be litigated. So requiring us to
15 pay that back before there's any determination would be -- wouldn't
16 really make sense. But I think Mr. Aurbach and I are in agreement
17 that if we're just paying the undisputed portion until we reach
18 resolution, that makes the most sense.

19 THE COURT: All right.

20 So let me suggest then that Mr. Bertsch's solution be
21 adopted, that the undisputed portion of the July and August rent
22 needs to be paid. It's a company -- and that's, I believe, \$5,700. If the
23 company does not have sufficient --

24 Mr. Bertsch?

25 MR. BERTSCH: Yes. What I'm saying is that when they

1 paid the \$11,800 --

2 THE COURT: No, I understand. You suggested it was an
3 overpayment.

4 MR. BERTSCH: They prepaid it --

5 THE COURT: Right.

6 MR. BERTSCH: -- therefore they have paid the minimum
7 amount.

8 THE COURT: Well, that's only -- only if -- if you're right.
9 But what I'm trying to do is maintain the status quo rather than
10 disrupting things at this point.

11 MR. BERTSCH: What I'm saying is --

12 THE COURT: I understand. No, I understand. You're
13 saying that they overpaid so they're -- the company shouldn't have to
14 pay. They were overpaid because they paid the full amount of the
15 lease --

16 MR. BERTSCH: I'm amortizing it -- I'm amortizing what
17 was paid at the rate they're paying; that takes me through about
18 November 30th. Then they would need to pay the rent again, if
19 they're paying the minimum amount.

20 THE COURT: Right. But that issue with regard to the lease
21 is still in dispute in this case, and we have an immediate issue with
22 regard to July and August.

23 So what I'm going to suggest is that you leave that aside
24 for now, because it's an accounting issue, subject to evening that
25 between the parties at final resolution. So I'm go to go suggest that

1 the July and August undisputed rent be paid by the company, subject
2 to being evened up later. And if there isn't sufficient cash in the
3 business, the parties individually will have to each pay the one half.

4 With regard to on going invoices, Mr. Bertsch's solution
5 makes the most sense to me. If we have the potential for dissolution
6 at the end of September, then that is a stopgap in the meantime. And
7 hopefully you're -- you should be on track to resolution.

8 If you respond to Mr. Bertsch's report by
9 the -- September 4th and you have your mediation on September
10 17th, then you can come back at the end of September and give me
11 an update as to where you are. From there, we can determine what
12 issues remain outstanding and how to get them tried.

13 Now, let me hear from all the parties one last time,
14 because we still have to get a date in September and talk about
15 Mr. Bertsch's fees. So Plaintiff, Defendant, and then the Receiver,
16 please.

17 MR. AURBACH: We have no objection to the Receiver's
18 fees, so an order should be entered for that. We agree with your
19 suggestion that an order should be entered approving Mr. Bertsch's
20 invoice system and that the undisputed rent be paid. And if the
21 parties -- if there's not enough company cash to pay it, that each
22 party pays one half of the undisputed.

23 THE COURT: Thank you.

24 Mr. Kern.

25 MR. KERN: We agree, what he said.

1 THE COURT: Okay.

2 And, Mr. Bertsch, do you wish to weigh in?

3 MR. BERTSCH: The fees, according to the order, was to be
4 paid by half -- half was to be paid by each, ten days after the Court
5 approved. So it should not come out of the funds of Exec -- Chef
6 Exec.

7 THE COURT: Okay. All right. So then there being no
8 objection, I'll ask Ms. O'Steen to prepare the order approving the fees
9 in accordance with Mr. Bertsch's representation so that they can be
10 paid by the individuals.

11 And, Mr. Aurbach, are you willing to be tasked with
12 preparing the order from today's hearing with regard to the invoice
13 system, the undisputed rent, and the payment?

14 MR. AURBACH: Yes, Your Honor.

15 And we need a return date at the end of -- probably before
16 the end of September.

17 THE COURT: All right. That's what I think too.

18 Mr. Kern?

19 MR. KERN: Yeah. Are you talking about a date?

20 THE COURT: I'm talking about -- is it acceptable to you
21 that Mr. Aurbach prepare the order with your ability to review and
22 approve the form? Yes.

23 MR. KERN: Yes, that is fine, Your Honor.

24 THE COURT: And we both -- all right.

25 And we need a return date that's after September 17th,

1 and it looks to me like that would either be the 23rd or 30th.

2 Nicole, are you -- can you give us a date, please?

3 THE CLERK: Yes, Judge. I can give you
4 the -- September 23rd at 9:30.

5 MR. AURBACH: That's perfect, Your Honor, for the
6 plaintiff.

7 THE COURT: September 23, 9:30.

8 And Mr. Kern?

9 MR. KERN: That's fine with us, Your Honor.

10 THE COURT: And Mr. Bertsch?

11 MR. BERTSCH: Yeah, that -- I'll make it work.

12 THE COURT: All right, guys. All right.

13 Well, thank you all for your hard work and your efforts to
14 resolve this case. And stay safe and stay healthy until I see you next.

15 MR. AURBACH: Thank you, Your Honor.

16 MR. KERN: Thank you, Your Honor.

17 THE COURT: Thank you.

18 [Proceedings concluded at 10:10 a.m.]

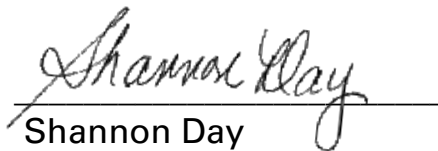
19 * * * * *

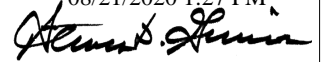
20 ATTEST: I do hereby certify that I have truly and correctly
21 transcribed the audio/video proceedings in the above-entitled case to
22 the best of my ability.

23

24

25


Shannon Day
Transcriber


CLERK OF THE COURT

Marquis Aurbach Coffing

Phillip S. Aurbach, Esq.

Nevada Bar No. 1501

Alexander K. Calaway, Esq.

Nevada Bar No. 15188

10001 Park Run Dr.

Las Vegas, NV 89145

Telephone: (702) 382-0711

Facsimile: (702) 382-5816

paurbach@maclaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/ Counter-Defendant,

vs.

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

Defendants/Counterclaimant.

Case No.: A-19-803488-B

Dept. No.: 27

Hearing Date: August 12, 2020

ORDER OF DISSOLUTION, PAYMENT OF FEES AND OTHER ORDERS

This matter came on for hearing via video appearance on the 12th day of August 2020 at the hour of 9:30 am with Plaintiff DOMINIQUE ARNOULD (hereinafter “Arnould”), appearing through Phillip S. Aurbach and Alexander K. Calaway of the law firm of Marquis Aurbach Coffing, the Defendants, Clement Muney (“Muney”) and Chef Exec Suppliers, LLC (the “Company”), appearing through Robert Kern of Kern Law Ltd, and the Court-appointed receiver, Larry L. Bertsch, appearing through Carlyon Cica CHTD.. The matters before the Court were the status of the Receiver’s Preliminary Report and the Receiver’s Request for Instructions, and after

1 reviewing the briefs and the Parties' oral argument and the Court being fully advised in the
2 premises, the Court finds:

3 1. Both Parties don't dispute and stipulated that it is not reasonably practicable to carry
4 on the business of the Company in conformance with the operating agreement since there is no
5 operating agreement and since the owners of the Company cannot get along and disagree about
6 the operation of the Company. Therefore, the Company must be dissolved.

7 2. There was no disagreement that the date of dissolution should be September 30,
8 2020.

9 3. There have been appeals of several orders of this Court and a Nevada Supreme
10 Court Settlement Judge has been appointed and he has set a settlement conference for September
11 17, 2020.

12 4. To narrow the issues in dispute, Mr. Arnould and Mr. Muney shall have until 5:00
13 pm September 4, 2020 to file their response to the Receiver's Report.

14 5. Instead of the Receiver taking over the Company's bank account for less than two
15 months, the Receiver suggested and the Parties agreed that the Receiver will set up an "invoice
16 system" such that invoices for payments from the Company's bank account will first be sent to the
17 Receiver and the Receiver will decide whether the invoice should be paid. No payments can be
18 made from the Company bank account unless approved by this invoice system. Any payments
19 approved by the receiver must either be promptly paid.

20 6. The Parties agreed that the undisputed portion of the rent, as determined by the
21 receiver, for the Las Vegas warehouse shall be paid. If there are not enough funds in the
22 Company's bank account, Mr. Arnould and Mr. Muney shall each pay 1/2 of the rent. The
23 Receiver's initial suggestion that Mr. Muney has overpaid the rent shall be deferred until Trial of
24 this matter.

25 7. The Parties shall return on September 23, 2020 at 9:30 am for a status check on the
26 payments and further proceedings.

27 Based on these facts which were agreed to by the Parties,

28 ///

1 IT IS ORDERED.

2 DATED this 19 day of August, 2020.

Dated this 21st day of August, 2020

Nancy L Allif

DISTRICT COURT JUDGE

NB

5 Submitted by:

6 MARQUIS AURBACH COFFING

D4A F54 519A B08A

~~Nancy Allif~~ to Form:
District Court Judge

KERN LAW, LTD.

8 By: /s/Alexander Calaway

9 Phillip S. Aurbach, Esq.

Nevada Bar No. 1501

10 Alexander K. Calaway, Esq.

Nevada Bar No. 15188

11 10001 Park Run Drive

12 Las Vegas, Nevada 89145

Attorneys for Plaintiff

By: /s/Robert Kern

Robert Kern, Esq.

Nevada Bar No. 10104

601 South Sixth Street

Las Vegas, Nevada 89101

Attorney for Defendant

13 Approved as to Form:

14 CARLYON CICA CHTD.

15 By: /s/Tracy M. O'Steen

16 CANDACE C. CARLYON, ESQ.

Nevada Bar No. 2666

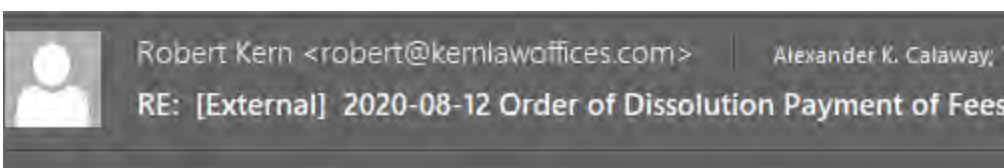
17 TRACY M. O'STEEN, ESQ.

Nevada Bar No. 10949

18 265 E. Warm Springs Road, Suite 107

Las Vegas, Nevada 89119

Counsel for Receiver



Good enough – you can add my signature

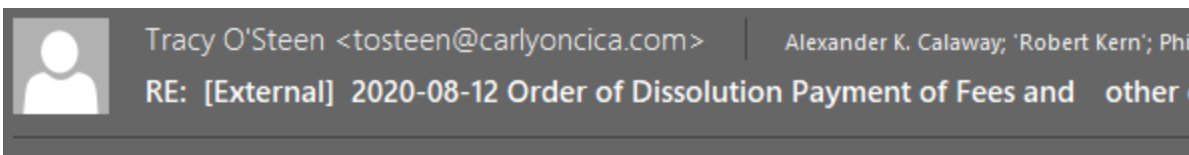
Robert Kern, Esq.
Attorney
Kern Law, Ltd.

601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 - phone
(702) 825-5872 - fax

www.Kernlawoffices.com



Notice: The information in this transmittal is confidential and may be attorney work product.



Hi Alex,

The proposed order is acceptable and you may use my electronic signature approving the form.

Thank you,

Tracy M. O'Steen, Esq.
CARLYON CICA CHTD.

265 E. Warm Springs Rd. Ste. 107
Las Vegas, Nevada 89119

T 702.685.4444 | D 702.963.3647

TOSteen@CarlyonCica.com | www.ccclaw.vegas

Licensed in Nevada, Arizona and Mississippi

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Dominique Arnould, Plaintiff(s) | CASE NO: A-19-803488-B
7 vs. | DEPT. NO. Department 27
8 Clement Muney, Defendant(s)
9

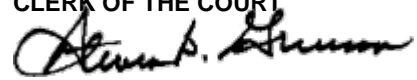
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/21/2020

15 Jennifer Case	jcase@maclaw.com
16 Robert Kern	Robert@Kernlawoffices.com
17 Melissa Milroy	Admin@KernLawOffices.com
18 Candace Carlyon	ccarlyon@carlyoncica.com
19 Tracy O'Steen	tosteen@carlyoncica.com
20 Nancy Rodriguez	nrodriguez@carlyoncica.com
21 Cristina Robertson	crobertson@carlyoncica.com
22 Phillip Aurbach	PSA@maclaw.com
23 Javie-Anne Bauer	jbauer@maclaw.com
24 Alexander Calaway	acalaway@maclaw.com

25
26
27
28



Robert Kern, Esq.
Nevada Bar Number 10104
KERN LAW, Ltd.
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 phone
(702) 825-5872 fax
Admin@KernLawOffices.com
Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/Counter-Defendant,

vs.

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

Defendants/Counter-Claimants.

Case Number: A-19-803488-B

Dept. Number: 27

**DEFENDANTS' REQUEST FOR
EMERGENCY TELEPHONIC HEARING**

COME NOW Defendants, CHEF EXEC SUPPLIERS, LLC (hereinafter, "CHEFEXEC"), and CLEMENT MUNNEY, (hereinafter "Muney"), by and through their undersigned counsel Robert Kern, ESQ., of KERN LAW, Ltd. requests a telephonic conference today, or prior to the end of this week (September 9, 10, or 11) to clarify the order entered by this Court on August 21, 2020.

At that hearing, it was ordered, and agreed upon by counsel for both Muney and Arnould, that the receiver was to pay the undisputed portions of the rent due on the Las Vegas warehouse, to avoid the lease being terminated and the inventory within being seized by the landlord. The undisputed portion was determined to be the portion that CMJJ actually pays for the space out of pocket (and what Chef Exec would have paid if they had renewed the lease in their name). At the hearing the Receiver stated his objection that the additional

1 rent paid above that undisputed portion (the additional amounts charged by CMJJ above
2 what they paid, between the beginning of that lease and the point when rent stopped being
3 paid) was enough to equal the undisputed amount due through August 31. Muney's counsel
4 objected that such a calculation was making an assumption that the amounts paid previously
5 were improper, when that question is still in dispute. The Court agreed, and ordered that the
6 undisputed portions for the unpaid months were to be paid¹. At the hearing, counsel for
7 Arnould stated that they agreed with this.
8

9 In drafting the proposed order, section 6 was written to address this specific issue,
10 and was agreed to by opposing counsel (See Exhibit 2). In the emails discussing, opposing
11 counsel agreed to the payment of May and June rent, since they had not been paid (See Ex-
12 hibit 1).
13

14 Since the order however, the Receiver has indicated that he does not agree that he
15 should pay the undisputed portions of the missing rent, and should instead credit the disput-
16 ed amounts as pre-payments, as was discussed and rejected at the hearing. In discussion
17 with counsel for Muney, he indicated that he does not believe that the order requires other-
18 wise, and has thus refused to pay the amounts.
19

20 Counsel for Muney has sought Arnould's support for this order, however they indi-
21 cated they had to consult their client before taking a position on what the order required, and
22 have now changed their position and say that they believe that none of the rent is due prior
23 to September (See Exhibit 2).
24

25 As of now, no rent has been paid on the Las Vegas warehouse since April, despite
26 the parties having no dispute that the portion that is paid out of pocket is owed. The lease is

27 ¹ At the hearing, Muney's counsel stated that he believed that July and August were
28 unpaid. After the hearing it was discovered that May and June were unpaid as well. It
was also determined that the amount of out of pocket rent paid for the space is \$6,016, as
CAMs are charged on top of the base rent.

1 held by a third party who has indicated they will seize the inventory and lock out Chef Exec
2 if the undisputed portion is not received immediately.
3

4 Defendants respectfully request that the Court hold an emergency hearing this week,
5 and clarify the order, and if the Court agrees that payment of the unpaid months is required,
6 order the Receiver to make such payment.
7

8 DATED this 9th day of September, 2020.
9

10 **KERN LAW**

11 By: /s/ Robert Kern /s/
12 Robert Kern, Esq.
13 601 S. 6th Street
14 Las Vegas, NV 89101
15 (702) 518-4529
16 Attorney for Defendants
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Phillip S. Aurbach, Esq.
Marquis Aurbach Coffing
Paurbach@Maclaw.com
Counsel for Dominique Arnould

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

CANDACE C. CARLYON, ESQ.
Nevada Bar No. 26666
TRACY M. O'STEEN, ESQ.
Nevada Bar No. 10949
265 E. Warm Springs Road, Suite 107
Las Vegas, Nevada 89119
Counsel for the Receiver

16
17
18
19
20
21
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EXHIBIT 1

From: Alexander K. Calaway
Sent: Wednesday, August 19, 2020 5:28 PM
To: Robert Kern; 'Tracy O'Steen'
Cc: Phillip Aurbach; Jennifer P. Case; Javie-Anne Bauer
Subject: RE: [External] 2020-08-12 Order of Dissolution Payment of Fees and other orders v.2.DOCX [IWOV-iManage.FID1085969]

Please attach a version with your changes and Ill take a look.

It is my recollection that Judge approved payment for undisputed portions of rent as determined by the receiver.

Thanks,

Alex



Alexander K. Calaway, Esq.

10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6069
f | 702.382.5816
acalaway@maclaw.com
maclaw.com



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From: Robert Kern <robert@kernlawoffices.com>
Sent: Wednesday, August 19, 2020 5:18 PM
To: Alexander K. Calaway <acalaway@maclaw.com>; 'Tracy O'Steen' <tosteen@carlyoncica.com>
Cc: Phillip Aurbach <PSA@maclaw.com>; Jennifer P. Case <jcase@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>
Subject: RE: [External] 2020-08-12 Order of Dissolution Payment of Fees and other orders v.2.DOCX [IWOV-iManage.FID1085969]

I had a couple changes for this – please review and let me know if they are acceptable. After the hearing, my client informed me that my statement at the hearing (that we were missing the undisputed portion of rent for July and August) was incorrect, and that the undisputed portion of the rent has been unpaid since May. It was my understanding that the judge intended that the unpaid portions of the undisputed amount be paid – rather than intending to limit it to just those two months arbitrarily. The last sentence

in Paragraph 5 is relating to the discussion that an approved invoice needed to be paid – I couldn't remember exactly how it was said at the hearing, so if your recollection differs, I'm fine with correcting that, but thought its important to include that part. Everything else was more for clarity.

Robert Kern, Esq.
Attorney
Kern Law, Ltd.
601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 - phone
(702) 825-5872 - fax
www.Kernlawoffices.com



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From: [Alexander K. Calaway](#)
Sent: Monday, August 17, 2020 4:40 PM
To: 'Tracy O'Steen'; [Robert Kern](#)
Cc: [Phillip Aurbach](#); [Jennifer P. Case](#); [Javie-Anne Bauer](#)
Subject: 2020-08-12 Order of Dissolution Payment of Fees and other orders v.2.DOCX [IWOV-iManage.FID1085969]

Tracy/Robert:

Attached is the Order from the August 12 hearing for your review. Please let me know if we can affix your e-signatures.

Thanks,

Alex



Alexander K. Calaway, Esq.

From: Alexander K. Calaway
Sent: Thursday, August 20, 2020 12:57 PM
To: Robert Kern
Cc: 'Tracy O'Steen'; Phillip Aurbach
Subject: 2020-08-12 Order of Dissolution Payment of Fees and other orders v.233456 RK markup (002)
[IWOV-iManage.FID1085969]

Robert,

I incorporated your changes.

- In paragraph 5, I included your changes accept the comment about disputes going to court, the judge never directed how disputes would be dealt with. So I omitted that part.
- In paragraph 6, I included your change on the dates of unpaid rent – that's not a problem. ON the remainder of your changes, I don't think they align with the judge's order which pertained to the "undisputed" portions of rent, not the "unpaid" amounts, so I omitted that. In the same vein, my recollection of the judge's discussion with the receiver at the hearing was that the receiver would determine which portions were undisputed and unpaid. So I included that in paragraph 6.
-

Please let me know about these changes by the end of the day so if I can affix your e-signature and get this filed per the local rules.

Thanks,

Alex



Alexander K. Calaway, Esq.

10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6069
f | 702.382.5816
acalaway@maclaw.com
maclaw.com



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From: Phil Aurbach
Sent: Tuesday, September 8, 2020 12:07 PM
To: Robert Kern
Cc: Alexander K. Calaway
Subject: Re: Undisputed rent portions

I believe robert is correct--alex?

Phil Aurbach



You Be The Judge

"How many District Court trials have you tried by yourself?"

* Over 35 judge & jury trials before an elected **District Court Judge**.

* 42 years of experience in contract, real estate, business disputes, negligence, construction, injunctions, receivers, probate and other **District Court cases** (not counting Small Claims which doesn't allow attorneys to represent clients).

* Lectured & written articles on evidence, contracts, employment law, real estate, mediation and arbitration issues, business breakups & how to prepare and present a trial in **District Court**.

PhilAurbachforJudge.com

On Tue, Sep 8, 2020 at 11:59 AM Robert Kern <robert@kernlawoffices.com> wrote:

Hi Phil and Alex,
I'm having an issue, in that, despite our agreement at the hearing, and the judge's order, Mr. Bertsch

appears unwilling to pay my client the undisputed portion of the rent for the Las Vegas warehouse. It is my understanding that the parties are in agreement on this point? If that is the case, would you guys mind maybe doing a joint email indicating that fact, so we can hopefully fix it without having to file a motion and such?

Robert Kern, Esq.
Attorney
Kern Law, Ltd.

601 S. 6th Street
Las Vegas, NV 89101
(702) 518-4529 - phone
(702) 825-5872 - fax
www.Kernlawoffices.com



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From: Phil Aurbach

Sent: Tuesday, September 8, 2020 5:29 PM

To: Alex. K. Calaway; Robert Kern

Subject: Re: [External] Undisputed rent portions [IWOV-iManage.FID1085969]

Let us check with our client.

On Tue, Sep 8, 2020 at 4:56 PM Robert Kern <robert@kernlawoffices.com> wrote:

Phil and Alex, this was specifically discussed at the hearing.

Larry suggested that if the “overpayments” were credited, then the amount of 6000 (or so) would be paid through August.

I pointed out that determining that the amounts paid before were overpayments is an issue in dispute, and must wait until it is determined by the Court. Both Phil and the Court agreed.

I just got off the phone with Larry – he is taking the position that the amounts previously paid above 6000 a month must be credited back before any further payments are made. I pointed out the last sentence of the order, which was written

to directly address that argument, and he said he just didn’t agree.

From: Alexander K. Calaway
Sent: Tuesday, September 8, 2020 5:51 PM
To: Robert Kern; Phillip Aurbach
Cc: Larry Bertsch
Subject: RE: [External] Undisputed rent portions [IWOV-iManage.FID1085969]

Robert,

We believe that the judge said that any credits or amounts due in the past will be resolved at trial. The judge entered her order on 8/21/20, so we believe that the judge ordered that the undisputed amounts moving forward for September will be paid by the company. Rent due for September is \$6,016. **So we are not opposed to the Company paying \$6,016 for September, and each month thereafter.**

By the way, won't this issue will be moot after a September 30 split? I suggest the parties focus on dissolution and defer issues of under/over paid rent for trial consistent with the Court's order.

Thanks,

Alex



Alexander K. Calaway, Esq.

10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6069
f | 702.382.5816
acalaway@maclaw.com
maclaw.com



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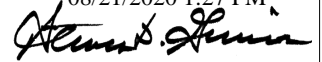
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From: Robert Kern <robert@kernlawoffices.com>
Sent: Tuesday, September 8, 2020 4:56 PM
To: Alexander K. Calaway <acalaway@maclaw.com>; Phil Aurbach's Gmail <paurbach@gmail.com>
Subject: RE: [External] Undisputed rent portions [IWOV-iManage.FID1085969]

Phil and Alex, this was specifically discussed at the hearing.

Larry suggested that if the "overpayments" were credited, then the amount of 6000 (or so) would be paid through August.

EXHIBIT 2


CLERK OF THE COURT

Marquis Aurbach Coffing

Phillip S. Aurbach, Esq.

Nevada Bar No. 1501

Alexander K. Calaway, Esq.

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10001 Park Run Dr.

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Facsimile: (702) 382-5816

paurbach@maclaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DOMINIQUE ARNOULD,

Plaintiff/ Counter-Defendant,

vs.

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

Defendants/Counterclaimant.

Case No.: A-19-803488-B

Dept. No.: 27

Hearing Date: August 12, 2020

ORDER OF DISSOLUTION, PAYMENT OF FEES AND OTHER ORDERS

This matter came on for hearing via video appearance on the 12th day of August 2020 at the hour of 9:30 am with Plaintiff DOMINIQUE ARNOULD (hereinafter “Arnould”), appearing through Phillip S. Aurbach and Alexander K. Calaway of the law firm of Marquis Aurbach Coffing, the Defendants, Clement Muney (“Muney”) and Chef Exec Suppliers, LLC (the “Company”), appearing through Robert Kern of Kern Law Ltd, and the Court-appointed receiver, Larry L. Bertsch, appearing through Carlyon Cica CHTD.. The matters before the Court were the status of the Receiver’s Preliminary Report and the Receiver’s Request for Instructions, and after

1 reviewing the briefs and the Parties' oral argument and the Court being fully advised in the
2 premises, the Court finds:

3 1. Both Parties don't dispute and stipulated that it is not reasonably practicable to carry
4 on the business of the Company in conformance with the operating agreement since there is no
5 operating agreement and since the owners of the Company cannot get along and disagree about
6 the operation of the Company. Therefore, the Company must be dissolved.

7 2. There was no disagreement that the date of dissolution should be September 30,
8 2020.

9 3. There have been appeals of several orders of this Court and a Nevada Supreme
10 Court Settlement Judge has been appointed and he has set a settlement conference for September
11 17, 2020.

12 4. To narrow the issues in dispute, Mr. Arnould and Mr. Muney shall have until 5:00
13 pm September 4, 2020 to file their response to the Receiver's Report.

14 5. Instead of the Receiver taking over the Company's bank account for less than two
15 months, the Receiver suggested and the Parties agreed that the Receiver will set up an "invoice
16 system" such that invoices for payments from the Company's bank account will first be sent to the
17 Receiver and the Receiver will decide whether the invoice should be paid. No payments can be
18 made from the Company bank account unless approved by this invoice system. Any payments
19 approved by the receiver must either be promptly paid.

20 6. The Parties agreed that the undisputed portion of the rent, as determined by the
21 receiver, for the Las Vegas warehouse shall be paid. If there are not enough funds in the
22 Company's bank account, Mr. Arnould and Mr. Muney shall each pay ½ of the rent. **The**
23 **Receiver's initial suggestion that Mr. Muney has overpaid the rent shall be deferred until Trial of**
24 **this matter.**

25 7. The Parties shall return on September 23, 2020 at 9:30 am for a status check on the
26 payments and further proceedings.

27 Based on these facts which were agreed to by the Parties,

28 ///

IT IS ORDERED.

DATED this 19 day of August, 2020.

Dated this 21st day of August, 2020

Nancy L Allif

DISTRICT COURT JUDGE

NB

Submitted by:

MARQUIS AURBACH COFFING

D4A F54 519A B08A

Nancy Allif
District Court Judge

KERN LAW, LTD.

By: /s/Alexander Calaway

Phillip S. Aurbach, Esq.
Nevada Bar No. 1501
Alexander K. Calaway, Esq.
Nevada Bar No. 15188
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Plaintiff

By: /s/Robert Kern

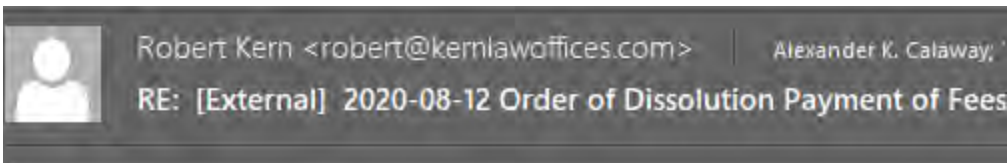
Robert Kern, Esq.
Nevada Bar No. 10104
601 South Sixth Street
Las Vegas, Nevada 89101
Attorney for Defendant

Approved as to Form:

CARLYON CICA CHTD.

By: /s/Tracy M. O'Steen

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Nevada Bar No. 2666
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Good enough – you can add my signature

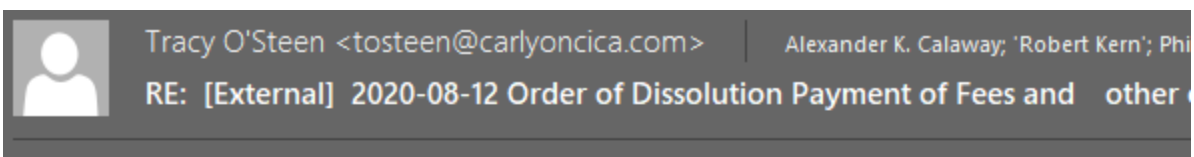
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Notice: The information in this transmittal is confidential and may be attorney work product.



Hi Alex,

The proposed order is acceptable and you may use my electronic signature approving the form.

Thank you,

Tracy M. O'Steen, Esq.

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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5
6 Dominique Arnould, Plaintiff(s) | CASE NO: A-19-803488-B
7 vs. | DEPT. NO. Department 27
8 Clement Muney, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/21/2020

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