IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. SHAWN BIDSAL, AN INDIVIDUAL, Respondent.	**No. 86438**
CLA PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. SHAWN BIDSAL, AN INDIVIDUAL, Respondent.	**No. 86817**

APPELLANT'S APPENDIX

VOLUME 1

Robert L. Eisenberg, Esq. (SBN 950)
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
(775) 786-6868
rle@lge.net
Counsel for Appellant

Todd E. Kennedy, Esq. (SBN 6014)
KENNEDY & COUVILLIER
3271 E. Warm Springs, Road
Las Vegas, Nevada 89120
(702) 605-3440
tkennedy@kclawnv.com
Counsel for Appellant

CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

Electronically Filed
6/17/2022 12:18 PM
Steven D. Grierson
CLERK OF THE COURT

MVAC
Louis Garfinkel, Esq.
Nevada Bar No. 3416
REISMAN SOROKAC
8965 South Eastern Ave, Suite 382
Las Vegas, Nevada 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: Lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties, LLC

CASE NO: A-22-854413-J
Department 23

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California limited liability company, Movant (Respondent in arbitration) vs. SHAWN BIDSAL, an individual, Respondent (Claimant in arbitration).	Case No. Dept. No. **MOTION TO VACATE ARBITRATION AWARD (NRS 38.241) AND FOR ENTRY OF JUDGMENT** **HEARING REQUESTED**

Moving Party CLA Properties, LLC ("CLA") hereby moves for an order that the arbitration award in JAMS arbitration No. 1260005736 filed and received by CLA on March 23, 2022 (the "Award")[1] largely in favor of the Claimant therein, Respondent Shawn Bidsal ("Bidsal") and against CLA be partially vacated. [Ex. 117, PX 223, a copy which is also attached hereto for the Court's convenience.[2]] This Motion set out more fully below is made and based upon the papers

[1] The Award, which was signed and dated March 12, 2022, was not filed or served until March 23, 2022.

[2] Concurrently herewith CLA is filing an Appendix with exhibits. The exhibit numbers are set forth on a separation page bearing such number and the actual document to which reference is made

(continued...)

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

and pleadings on file herein, the attached Memorandum of Points and Authorities, the aforesaid Appendix and any oral argument set for this matter.

WHEREFORE, CLA respectfully requests that this Court:

1. Issue an Order to vacate the Award served March 23, 2022, in JAMS CASE NO. 1260005736 to the extent (a) it determines that the "effective date" of sale does not occur until after Respondent Bidsal's appeal has been concluded and (b) the award of attorneys' fees and costs, and sale takes place and to enter a Judgment so vacating in favor of CLA Properties, LLC and against Respondent Shawn Bidsal; and
2. Grant Movant CLA Properties, LLC such other and further relief as the Court deems just and proper.

Dated this 17th day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Attorneys for Movant CLA Properties, LLC

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

(...continued)
follows on the next page. As below shown, there is a prior action between the parties in which they filed appendices. CLA's were identified as "PX," so that reference has been maintained herein. The appendix page numbers are six figures beginning with either two or three zeros. Those zeros will be omitted in references herein. Reference herein to "APP. is to an Appendix being filed and served concurrently herewith. Unless otherwise stated all page ("pg"), line and paragraph references are to the same as appearing in the exhibit ("Ex."), and the page numbers are those of the exhibit, not the appendix.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

MEMORANDUM OF POINTS AND AUTHORITIES

I.

ISSUES BEFORE COURT

The issues before this Court are whether, as claimed by CLA, the Arbitrator (1) exceeded his powers by rendering an Award (a) that is partially completely irrational, (b) that exhibits a manifest disregard of the law by first recognizing the law, in this instance the law prohibiting a rewriting of the agreement and then doing so anyway, (c) by issuing an Award in direct contradiction to the Judgment of this Court in establishing the date by which the parties' rights and obligations regarding sale of Bidsal's membership interest became fixed, to wit, the date on which the sale should have taken place but did not by reason of Bidsal's refusal to proceed without an appraisal or what was referred to as "Effective Date" in direct contravention of the contract between the parties, and (d) by wrongfully re-trying the First Arbitration in establishing the date by which the parties' rights and obligations regarding sale of Bidsal's membership interest became fixed, to wit, the date on which the sale should have taken place but did not by reason of Bidsal's refusal to proceed without an appraisal or what was referred to as "Effective Date" or (2) rendered an Award that is partially arbitrary, capricious or unsupported by the agreement.

In short, that part of the Award that set the effective date of the sale, and entitlement to the rights and distributions from Green Valley as of the date when the transaction actually closed as opposed relating back to when the transaction should have closed, should be vacated.

II.

BACKGROUND

A.

PARTIES AND JURISDICTION

CLA is a California limited liability company. The Managing Member of CLA is Benjamin Golshani who is a resident of the State of California.

Bidsal is an individual who is a resident of the State of California.

Until after the Award, CLA and Bidsal were members of Green Valley Commerce, LLC ("Green Valley"), a Nevada limited liability company.

CLA and Respondent Bidsal are parties to a certain Operating Agreement for Green Valley which has an effective date of June 15, 2011 (the "Operating Agreement"). [Ex. 122, PX 331, a copy of which is also attached hereto.]

Disputes between CLA and Bidsal arose.

Article III, Section 14.1 of the Operating Agreement of Green Valley is entitled "Dispute Resolution" and contains an arbitration provision whereby the parties agreed any disputes would be resolved exclusively by arbitration. Section 14.1 states in pertinent part:

> The representative shall promptly meet in good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transaction arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1, *et seq*. . . . The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law to the extent applicable.

See, Exhibit "2", pp. 7-8.

This Court has jurisdiction pursuant to NRS 38.244(2) which states "An agreement to arbitrate providing for arbitration in this state confers exclusive jurisdiction on the court to enter judgment on an award . . . ." Pursuant to the Operating Agreement, the parties agreed to arbitrate any dispute in Las Vegas, Nevada.

Venue is proper pursuant to NRS 38.246 because the parties agreed to arbitrate their dispute in Las Vegas, Nevada and the arbitration occurred in Las Vegas, Nevada.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

B.

FIRST ARBITRATION

In May of 2011, in order to acquire a center of office space for lease in Henderson, Nevada, Green Valley purchased a note in default secured by the center, fully anticipating acquiring title to the center either by foreclosure or a deed in lieu of foreclose. In fact, the latter method was used and on September 22, 2011, Green Valley obtained title to the center.

The Operating Agreement provided an exit plan, sometimes called "Forced Buy-Sell" or "Dutch Auction," but as stated in the Judgment referred to below such designations were not critical to the interpretation of that Agreement. [Ex. 114, PX 169, pg 7] A critical feature of the Operating Agreement was that either party who wanted out, though under no compulsion to initiate a process, could make an offer to buy the other party's interest in the Company at a price based on a formula that included one-half of the excess of the fair market value of Green Valley's property over its cost. The remaining elements of the formula were determined from Green Valley's books and records at the time of the offer. [Ex 122, PX 331, pgs 10 and 11 affixed hereto.] Under the Operating Agreement the offeror is called "Offering Member," and the offeree is called "Remaining Member." In this case, Bidsal was the Offering member and CLA was the Remaining Member.

The Operating Agreement requires the offer to include the fair market value of the Company as determined by the Offering Member. [*Id*.] As below demonstrated a prior judgment from this Court confirmed that the Operating Agreement provides that the Remaining Member could elect either to sell his or its membership interest in Green Valley or buy the Offering Member's membership interest (such as where the stated fair market value was too low) in either instance using the fair market value stated in the offer.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

This saga began in July of 2017 when Bidsal made just such an offer to buy CLA's membership interest, setting the fair market value below actual market because of a misimpression that CLA lacked the funds to buy him out. [Ex. 153, PX 919, Ex. 155, PX 923 and Ex. 113, PX 147, pg 5.] When CLA instead elected to exercise its right to buy Bidsal's membership interest, Bidsal refused to proceed as required by the Operating Agreement unless the fair market value was established by appraisal instead of the amount included in his offer. [Ex. 113, PX 147, pg 4, ¶ 6.]

Bidsal's refusal to proceed became subject of the first arbitration between the parties, which resulted in an arbitration Award issued on April 5, 2019, by Judge Stephen E. Haberfeld, Ret. in the original arbitration (JAMS Arbitration No. 1260004569) [Ex. 113, PX 147] (the "Original Arbitration"). Judge Haberfeld found in favor of CLA and against Bidsal in part ruling:

> Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also knows as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50% Membership Interest in Green Valley Commerce, LLC ("Green Valley"), . . .to Claimant CLA Properties, LLC . . .and further (B) execute any and all documents necessary to effectuate such sale and transfer. [*Id*, pg 19]

Judge Haberfeld also awarded CLA attorneys' fees and costs of $298,256.00. [*Id*.]

Judge Haberfeld's Award was confirmed by this Court on December 6, 2019 (the "Judgment") [Ex. 114, PX 169]. Rather than simply finding no grounds to vacate the Award, Judge Kishner's Judgement in part provides:

> The language of the Operating Agreement supports the decision of Arbitrator Haberfeld. (citation omitted). The Court finds that Arbitrator Haberfeld's analysis that the offering member does not have a right to an appraisal in the instant

> scenario is supported by the language of the Operating Agreement and the testimony of the witnesses . . as well as other evidence presented. [*Id*, pgs 6-7]

The December 6, 2019, Judgment ordered:

> [T]he Court ORDERS Judgment in favor of Petitioner CLA Properties, LC and against Respondent Shawn Bidsal in accordance with the Award . . .and ordering Bidsal to:
>
> ***
>
> Within fourteen (14) days of the Judgment (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, L ("Green Valley") . . .to CLA Properties, LLC. [*Id*, pg. 8]

At that point, two Judges (i.e., Haberfeld and Kishner) had placed an outside date for the transfer or the latest possible date as that by which the parties' rights and obligations regarding the sale should be determined (Effective Date) either in April or December of 2019**.**

Bidsal appealed the Judgment [Ex. 191, PX 1950] and the Judgment was stayed on the condition of Bidsal posting a bond [Ex. 194, PX 2123].

On March 17, 2022, the Nevada Supreme Court affirmed Judge Kishner's Judgment. [Ex. 276, PX 7669.]

Bidsal's refusal to complete the sale unless there was an appraisal of the property was determined to be wrong, first in Judge Haberfeld's Award, then in this Court's Judgment and finally by the Nevada Supreme Court in its affirmance of the Judgment in Bidsal's appeal.

C.

THE SECOND ARBITRATION

During the pendency of Bidsal's appeal, and well after the Judgment was entered by this Court, on February 7, 2020, Bidsal filed a new arbitration, the "Second Arbitration," this time as a

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

Claimant, against CLA to fix the remaining elements of the formula to determine the purchase price in the event that Bidsal's appeal was not successful. (Had Bidsal's appeal been successful, this sale might never have occurred, so the price would not have been relevant. The Award in the Second Arbitration acknowledged that. [Ex. 117, PX 223, N.5 on page 6.])

CLA filed a counterclaim in the Second Arbitration, seeking, among other things, to recoup $500,500 in distributions made by Bidsal, acting as the manager of Green Valley, to himself after the 2017 date that the sale could have closed but for Bidsal's improper demand for an appraisal. [Ex. 109, PX 118.] CLA claimed that notwithstanding Bidsal's unjustified refusal to proceed without an appraisal, or any dispute over what the purchase price should be, for all purposes the date of the sale should have been treated as thirty (30) days after CLA's response (August 3, 2017, Ex. 154, PX 921), and that date governed the ownership of Green Valley cash and profits thereafter and that the $500,500 in distributions that Bidsal took for himself thusly belonged to CLA or should have been returned or offset against the ultimate purchase price.

The Arbitrator in the Second Arbitration was the Honorable Judge David Wall, Ret. Judge Wall signed the Award on March 12, 2022 [Ex. 117, PX 223], which was served on the parties on March 23, 2022, setting the purchase price, and denying CLA's claim that the cash held by Green Valley when its fair market value had been set by Bidsal in his offer belonged to it as the buyer and instead found that Bidsal was entitled to keep the distributions of them:

> [T]he effective date is NOT deemed to be September of 2017 but shall occur pursuant to Judge Haberfeld's prior Award after the conclusion of the appellate process." [*Id*, pg 31.]

Now of course Judge Haberfeld never said any such thing. How could he? His Award had to have come before this Court's Judgment affirming that Award, much less before Bidsal's appeal, or as Judge Wall's award says, "the appellate process".

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

While more will be said regarding that below, it is important to point out immediately that Judge Wall ruled that the date when the sale should have closed and the rights and obligations of the parties determined, or what was called "Effective Date," HAD NOT YET TAKEN PLACE. There is no conceivable way to reconcile that with the rulings of Judges Haberfeld and Kishner that the transfer was to take place in 2019 some three years earlier! Stated another way, Judge Wall ruled that the date the sale should have closed had not yet arrived while Judges Haberfeld and Kishner had before ruled that it should have already closed some three years earlier.

CLA consummated the purchase on March 28, 2022, paying Bidsal $1,889,010.50, the price as set by Judge Wall's Award for Bidsal's membership interest in Green Valley.

Section 4.2 of Article V of the Operating Agreement governs the time when a sale of membership interest by one member to another should conclude and reads: "The terms to be all cash and close escrow within 30 days of the acceptance." As before noted, CLA exercised its election to buy rather than sell.

When Bidsal made his offer in 2017, CLA chose to buy rather than sell. The word "acceptance" was clearly meant to be "response to the Offer," whether it be acceptance to sell or as the election to buy. We do not have to guess at that. Bidsal's counsel stated exactly that on March 17, 2021 when he represented to Judge Wall that "[U]nder the terms of the operating agreement, it's very specific about what is supposed to happen. They're supposed to close escrow within 30 days." [Ex. 264, PX 5256, pg 43.]

Supportive of that conclusion is that the only subjective, and therefore critical, element of the formula to determine price for the membership interest being sold was its fair market value. Judges Haberfeld and then Kishner both ruled that Bidsal had no right to demand an appraisal to determine the fair market value. Rather, the fair market value was determined by the Offer in July of 2017. [Ex. 113, PX 147, especially ¶ 28 on pg 16 and Ex. 114, PX 169, especially that on pgs

6-7 reading, "The Court finds that Arbitrator Haberfeld's analysis that the offering member does not have a right to an appraisal in the instant scenario is supported by the language of the Operating Agreement and the testimony of the witnesses including that of David LeGrand as well as the other evidence presented."]

Judge Wall's determination that the date the sale should have closed, or "Effective Date," had not occurred before 2022, would be in direct contradiction to the establishment of the price which was to be determined by Bidsal's offer and CLA's election to buy in 2017. To do otherwise effectively rewrote the parties' agreement that the closing should occur within 30 days, and the rights to all future profits and distributions, but is also contrary to long established Nevada law (see section V below).

As above noted, this Court's Judgment, as affirmed by the Nevada Supreme Court on March 22, 2022, determined that Bidsal had no right to refuse to proceed with his selling his membership interest unless the fair market value was determined by appraisal. If instead it had been CLA who had refused to proceed, then Bidsal as the seller would have been entitled to interest on the purchase price. But then it would be necessary to determine the date when the sale should have taken place from which interest would run.

Similarly, determination of the date that fixes the parties' rights and obligations regarding the sale or stated differently when the sale should have taken place (Effective Date) would establish the date after which the seller, here Bidsal, no longer was entitled to share in Green Valley's profits or distributions.

Judge Wall wrongfully determined that the Effective Date was not thirty (30) days after the Remaining Member's response (CLA's response being on August 3, 2017 [Ex. 154, PX 919]), but instead would be only when the sale in fact closed, regardless of whether the reason that the sale

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

did not close was because of Bidsal's wrongful insistence on an appraisal to which both this Court and the Nevada Supreme Court found that he was not entitled.

As above shown, the only subjective element of the formula to determine purchase price for Bidsal's membership interest was determined in 2017 (while the rest of the elements were to be determined from Green Valley's books and records). Even assuming a good faith dispute about those elements (which were adjudicated in the Second Arbitration), the Effective Date should relate back to the closing date as agreed to under the contract. The Arbitrator with full knowledge of those facts determined that the date that the transaction should have closed was over four years later, even though the price was set as of 2017, essentially rewriting the Operating Agreement in the process. The effect of this is that while the purchase price including the value of Green Valley was determined as of September 2017, the Arbitrator found that Bidsal was entitled to keep the $500,500 of distributions that either were part of Green Valley's value at the time of the offer or were from profits thereafter earned. Between the conclusion of the thirty (30) day period called for under the Operating Agreement, September of 2017, and the conclusion of the merits hearing in the Second Arbitration in 2021, Bidsal, the seller, drained $500,500 from Green Valley [Ex. 277, PX 7675.][3]

The impact of the Arbitrator's (Judge Wall) determination that the Effective Date is not the thirty (30) days called for by the contract, but rather only when the sale in fact closes, is to deny CLA of the benefit of the bargain accomplished by the Arbitrator's rewriting the Green Valley Operating Agreement.

[3] Even if the date the sale should have closed in 2019, the date that Judges Haberfeld and Kishner ordered Bidsal to convey, there were subsequent distributions by Bidsal. That would have to be a subject of future litigation.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

IV.

APPLICABLE LAW

As the motion states, the entire Award is not here challenged. The sale contemplated by the Award has now taken place and the price has been paid from CLA to Bidsal, and CLA does not here try to unring that bell by challenging the determination of price and does not seek to have that portion of the Award vacated. Partial vacation has already received judicial recognition. See *Comedy Club Inc. v. Improv. W. Assocs*. 553 F.3d 1277,1293 (9th Cir. 2009).

The statutory grounds for vacating an award include "where the arbitrators exceeded their powers, "9 U.S.C. § 10 or where "[a]n arbitrator exceeded his or her powers" NRS 38.241(1)(d). Such excess here takes several forms. One is that the Award is completely irrational such as here where the price is determined as of 2017 but the Effective Date is determined not yet to have occurred.

The Ninth Circuit Court of Appeals has held that arbitrators "exceed their powers" when the award is (1) "completely irrational" or (2) exhibits a "manifest disregard of the law. *Kyocera Corp. v. Prudential-Bache Trade Servs., Inc.*, 341 F .3d 987, 997 (9th Cir. 2003).

Review is not limited to the statutory grounds in NRS 38.241(1). *Graber v. Comstock Bank*, 111 Nev. 1421,1426, 905 P.3d 1112,1115 (1995). There are also two common-law grounds: (1) whether the award is arbitrary, capricious or unsupported by the agreement; and (2) whether the arbitrator manifestly disregarded the law." *Clark Cnty. Educ. Ass'n v. Clark Cnty Sch. Dist*., 122 Nev. 337, 341, 131 P.3d 5,8 (2006).

In *Clark County*, the Nevada Supreme Court recognized two common-law grounds to be applied by a court reviewing an award resulting from private binding arbitration. The Court stated that the two common-law grounds under which a court may review private binding arbitration awards are "…(1) whether the award is arbitrary, capricious, or unsupported by the agreement;

and (2) whether the arbitrator manifestly disregarded the law." Id. *Citing Wichinsky v. Mosa*, 109 Nev. 84, 89-90, 847 P.2d at 731 (1993).

A manifest disregard for the law exists where the "…arbitrator, knowing the law and recognizing that the law required a particular result, simply disregarded the law." See *Clark County id.* at 342.

Collins v. D.R. Horton, Inc., 505 F.3d 874, 879 (9th Cir. 2007) (*quoting* San Maritime Compania De Navegacion, S.A. v. Saguenary Terminals Ltd., 293 F.2d 796, 801 (9th Cir. 1961) held that manifest disregard of the law exists where "the arbitrator 'understood and correctly state[d] the law but proceed[ed] to disregard the same." In other words, "the arbitrators were aware of the law and intentionally disregarded it." *Bosack v. Soward*, 586 F.3d 1096, 1104 (9th Cir. 2009) (*quoting Lincoln Nat'l Life Ins. Co. v. Payne*, 374 F.3d 672, 675 (8th Cir. 2003). see also *Graber*, 111 Nev. At 1426, 905 P.2d at 1115 (citing *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Bobker*, 808 F.2d 930,933 (2d Cir. 1986)).

This is especially true, where the arbitrator disregards a specific contract provision. In *Pacific Motor Trucking Co. v. Automotive Machinists Union*, 702 F.2d 176 (9th Cir. 1983), citing *Federal Employers of Nevada, Inc. v. Teamsters Local No. 631*, 600 F.2d 1263, 1265 (9th Cir. 1979) the court found that, "[a]n award that conflicts directly with the contract cannot be a "plausible interpretation."

> "If an award is determined to be arbitrary, capricious ***or unsupported by the agreement***, it may not be enforced." *Wichinsky v. Mosa*, 109 Nev. 84, 89, 847 P.2d 727, 731 (1993). [emphasis added]. An award is completely irrational "where the arbitration decision fails to draw its essence from the agreement." *Lagstein v. Certain Underwriters at Lloyd's London*. 607 F.3d 634, 642 (9th Cir. 2010); *Biller v. Toyota Motor Corp.*, 668 F.3d 655, 665 (9th Cir. 2012). An arbitration award

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

draws its essence from the agreement if "the award is derived from the agreement, viewed in light of the agreement's language and contest." *Id.*

Here, Judge Wall's Award actually quoted the law precluding his rewriting the agreement, and yet he disregarded the law and in essence rewrote the agreement by changing the date the sale should close, the "Effective Date." *See* section V below.

The Ninth Circuit also follows the "manifest disregard" standard. See G.C. & *K.B. Invs., Inc. V. Wilson*, 326 F.3d 1096,1105 (9th Cir. 2003); *JPMorgan Chase Bank v. KB Home Nev., Inc.*, 478 Fed.App.App'x 398 (9th Cir. 2012).

So, whether characterized as exceeding powers or as a separate common law ground, "manifestly disregarding the law" is a ground for vacating an award. The manifest disregard standard requires that an arbitrator know the law and consciously disregard it. Judge Wall's determination clearly satisfies that standard.

Judge Wall also exceeded his powers since his Award, in effect, reverses Judge Haberfeld's Award that required completion in ten (10) days [Ex. 113, PX 147, pg 19, ¶ 1] as well as violating Judge Kishner's Judgment requiring transfer within fourteen (14) days [Ex. 114, PX 169, pg 8, ¶ A].

Lastly, it was simply irrational to provide that the price would be determined by facts on hand no later than September of 2017, as the Award does, but the Effective Date would be one that had not yet arrived. Moreover, it is capricious and arbitrary, two other common law grounds for vacating an arbitration award.

V.

THE ARBITRATOR RECOGNIZED HE SHOULD NOT RE-WRITE THE CONTRACT BUT THEN DID EXACTLY THAT, AND THEREBY REACHED A DECISION THAT WAS ARBITRARY AND CAPRICOUS SO THE AWARD SHOULD BE VACATED

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

Arbitrators cannot act arbitrarily. One of the bases on which CLA moves to vacate the Second Arbitration Award is that the Arbitrator has in effect, under the guise of construing the Operating Agreement, ignored a material term of the contract between the parties (the Operating Agreement) and created a new term and thus created a different agreement and contrary to that to which the parties had agreed. The Arbitrator recognized the law which precludes his re-writing the contract, but then simply disregarded it, thereby exceeding his powers. Judge Wall stated in the Award:

> "In interpreting an agreement, a court may not modify it or create a new or different one. A court is not at liberty to revise an agreement while professing to construe it." Pg. 7 of Award quoting *Mohr Park Manor, Inc. v. Mohr,* 83 Nev. 107,111 (1967).

The buy-sell provisions of the Operating Agreement in part state that "the terms to be all cash and escrow shall close within 30 days of acceptance." [Pg. 11 of Exh. 2[4]] CLA's response was on August 3, 2017 [Ex. 154, PX 921] making the date escrow should have closed (i.e., the Effective Date) within thirty days thereafter, or on or before September 2, 2017.

What Judge Wall ruled (in the Second Arbitration) does not interpret the thirty (30) day provision. It simply violates that provision and changed it to be when the sale is consummated. The Effective Date of the sale is the date that the escrow should have closed notwithstanding disputes that remained to be decided later. In this case, all the relevant terms for the purchase of Bidsal's interest were determined as of 2017. This included, as mentioned, the only subjective element, fair market value. All of the other elements of the formula were objective and matters of accounting, and even though not decided until Judge Wall's final Award on March 12, 2022, do

[4] Actually, the measurement should be as of the date of the acceptance or counteroffer. No one would anticipate that the selling member who happens to be in control can liquidate the entirety of the assets of Green Valley and then distribute them leaving the buyer holding the bag purchasing nothing for the price it or he must pay. None of the issues here would matter if the effective date was the date of response instead of 30 days later.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

not extend Bidsal's rights to the profits or assets of Green Valley. Simply stated, a seller cannot try to avoid performing under a purchase and sale provisions of a contract and extend his or her rights to receive profits after the date that escrow should have closed by creating disputes or failing to agree. While the purchase price was established as of 2017, the Arbitrator allowed Bidsal to keep distributions of the profits of the Company that were earned after the date that the sale should have closed.

CLA's position was clearly set forth in ¶¶2 and 9 of the Fourth Amended Answer and Counterclaim in the Second Arbitration [Ex. 109, PX 118]:

> The sale of Mr. Bidsal's interest **should have closed** within 30 days of CLA's election to buy (September 2, 2017) …
>
> Had Mr. Bidsal honored his contractual obligations under the Operating Agreement he would have not been entitled to any distributions after CLA's exercise of its option and the closing of the sale **which should have occurred** within 30 days after August 3, 2017 and should not benefit by delaying the closing of the transaction and diluting the value of the purchase by distributing the assets it held when he initiated the "buy-sell." (Emphasis added.)

Had the sale timely closed, CLA would have been the 100% owner of Green Valley and entitled to 100% of all distributions. Those rights should not be diminished by Bidsal wrongfully disputing his obligation to sell, or disputes about calculations to determine the purchase price. But for Bidsal's continuation of his claim that he did not have to sell without an appraisal, if any dispute existed as to any element of the price, CLA could and would have paid the disputed amount under protest and fought about it later. In this case, Bidsal used the delay to distribute to himself $500,500 that but for the delays he caused, he could not have done.

The Arbitrator's (Judge Wall) decision provides that the Effective Date will not occur until after an appeal from the Judgment confirming the Original Arbitration Award is decided and that until then Bidsal retained all rights in the profits of and to distributions from Green Valley. That is not an interpretation of what the parties agreed to. Rather, it is a rewriting of their agreement.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

The Operating Agreement contemplates the sale taking place and escrow closing in thirty (30) days, and that thereafter the buyer (whether that be the Offering Member if the offer was accepted, or as here, the Remaining Member who chooses instead to buy) would be entitled to 100% of the profits of Green Valley, i.e., the distributions. [Section 4.2 of Exh. 2]. When Judge Wall decided that the Effective Date is when the sale was actually consummated as opposed to the thirty (30) days from acceptance, he effectively rewrote a material term of the contract and deprived the buyer of the rights to the distributions and profits of Green Valley after September 2, 2017, which Bidsal took for himself ($500,500.) [Ex. 277, PX 7675].

As discussed more fully below, Judge Wall dwelled upon fact that the transaction had not yet been completed. But Judge Wall was required under Nevada law to honor the agreement of the parties and not rewrite it. Fixation on the date that the transaction actually closes, as opposed to when it was supposed to close, ignored the contract and imposed a new and different term.

VI.

THE RULING THAT THE EFFECTIVE DATE WAS THE ACTUAL DATE THE SALE CLOSED WHICH WAS DELAYED BY BIDSAL AND DID NOT RELATE BACK IGNORES LONG STANDING NEVADA LAW AND WAS COMPLETELY IRRATIONAL, ARBITRARY AND/OR CAPRICIOUS

The issue presented to Judge Wall was when the Effective Date of the sale for determining rights to the distributions and profits earned by Green Valley after the date the sale should have closed. Indeed, page 6 of the Second Arbitration Award in part recognizes, "Also at issue is the Effective Date of any purchase of Claimant's interest in GVC." And it further recognizes that that determination would affect "the propriety of and accounting for any distributions made to Claimant after such Effective Date." *Id*.

Of course, the words "Effective Date" never have any meaning if all they meant was the actual date. There is a reason the words "Effective Date" are used. They in effect say that the rights and obligations are treated as though things happened, not when they actually happened, but rather, on the Effective Date.

More than that, to rule that "Effective Date" means actual date results in there being no meaning for the words "Effective Date." "A basic rule of contract interpretation is that every word must be given effect if at all possible." *Musser v. Bank of Am.*, 114 Nev. 945,949, 964 P.2d 51, 54 (1998).

Is not ignoring that principle of law either capricious or arbitrary or both?

This is not a new or novel issue, and it seems obvious; a seller who breaches a contract for the sale of property should not be allowed to retain benefits generated from the property, such as rental income or other income/profits, during the time before a court orders the seller to transfer ownership of the property to the buyer. Allowing the seller to retain the income/profits generated during this time frame would violate public policy because it would encourage sellers to breach their contracts and to prolong litigation as long as possible – at least regarding properties that generate income streams.

For many years, the Nevada Supreme Court has ruled that, in a breach of contract case, "the breaching party must place the nonbreaching party in as good a position as if the contract were performed." *Eaton v. J. H. Inc.*, 94 Nev. 446, 450, 581 P.2d 14, 16 (1978); *Lagrange Constr., Inc. v. Kent Corp*., 88 Nev. 271, 275, 496 P.2d 766, 768 (1972). The damages should include losses caused to the nonbreaching party, or gains the nonbreaching party was prevented from obtaining, caused by the breach. *Eaton*, 94 Nev. at 450, 581 P.2d at 17. "It is clear that when plaintiff, as here, is prevented from performing the balance of the term of his contract, lost profits are generally an appropriate measure of damages so long as the evidence provides a basis

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

for determining, with reasonable certainty, what the profits would have been had the contract not been breached." *Id*. A record of past profits for an existing business provides a valid basis for determining future profits. *Id*.

In *Eaton*, a supplier of pool tables and game machines had a contract to provide tables and machines to the owner of a bowling alley. The owner breached after about two years, and the supplier sued. The trial court awarded damages consisting, in part, of lost profits for the supplier. The Nevada Supreme Court affirmed the award of lost profits (although the court reversed a portion of the award for a time period during which the plaintiff had actually received proceeds from the machines after the breach).

In *Road & Highway Builders v. N. Nev. Rebar*, 128 Nev. 384, 284 P.3d 377 (2012), the plaintiff was a company that entered into a contract to provide rebar and installation services for a construction project. The other party breached, and the plaintiff sued. The jury awarded compensatory damages that included lost profits. The Nevada Supreme Court affirmed this portion of the award, holding that damages should place the plaintiff in the position he would have been in had the contract not been breached. Id. at 392, 284 P.3d at 382. "This includes awards for lost profits or expectancy damages." Id. Relying on the Restatement (Second) of Contracts, the court held that the nonbreaching party had the right to damages based on his expectancy interest, measured by the loss caused by the other party's failure to perform. Id.

There is a California case that further illuminates the issue. In *Brandon & Tibbs v. George Kevorkian Accountancy Corp.*, 277 Cal. Rptr. 40, 226 Cal. App. 3d 442 (Ct. App. 1990), the Brandon accounting firm (the buyer) wanted to open a branch office in Fresno, and Brandon entered into a contract with Kevorkian (the seller), who was an established Fresno accountant. The contract called for a joint venture for a period of time, followed by a buy-out with a certain formula at the end of the joint venture time frame. Shortly after the parties entered into the

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

contract, the seller created major problems involving management of the firm, and he terminated the joint venture. The buyer opened its own new firm in Fresno, losing money for about three years before finally turning a profit. The buyer sued the seller, and the trial court awarded compensatory damages that included lost profits.

Although the *Brandon* court found errors regarding the trial court's calculations of certain offsets relating to the lost profits, the court otherwise affirmed the award of lost profits. The court held that lost profits are recoverable damages for the nonbreaching party, particularly when the generation of profits is the real purpose of the contract. Id. at 48, 226 Cal. App. 3d at 456-57. "The objective of the law is to place the injured party in the same position he would have held were it not for the breach." Id. at 49, 226 Cal. App. 3d at 458. "The only purpose in [the buyer] entering into the [contract] was to ultimately acquire ownership of the [defendant's] accounting practice and generate profits therefrom. If the contract had not been breached, plaintiff [buyer] would have complete and sole ownership of the accountancy corporation." Id. Therefore, the buyer was entitled to damages for the income stream the buyer lost when the seller breached. Id.

In this case, like in *Brandon*, the business of Green Valley is operating a shopping center. The purpose of CLA's purchase of Bidsal's membership interest was to own the profits generated from the shopping center. Judge Wall awarded those profits to Bidsal.

In this case, Judge Wall did more than interpret the contract; his ruling alters the contract by changing the date that the rights should have been transferred to CLA. Instead of finding that those rights relate back to the thirty (30) days as mandated by the contract [Operating Agreement], Judge Wall rewrote the contract to provide for a different Effective Date, he was not allowed to do so.

Judge Wall erroneously fixated on the fact that the sale had not closed. Thus, we find such comments as these under the caption "Effective Date of Sale" [Ex. 117, PX 223, pg 2]: "The

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

transaction has never been completed;" "The OA [Operating Agreement] provides for a procedure for completing a sale of membership interest which procedure has not yet been completed." [*Id.* pg 23.]

Judge Wall then relied on this: "He [Judge Haberfeld] did not find an Effective Date of the transaction to have occurred over a year earlier." (*Id.*) Well of course not. The issue of Effective Date was never before Judge Haberfeld. He never addressed the "Effective Date" at all. All he did was order that the sale be completed in ten (10) days, and that Bidsal's refusal to proceed to sell absent an appraisal was wrongful. That has nothing to do with "Effective Date." Judge Wall's reference to what Judge Haberfeld did was totally capricious.

He then said[5], "Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the Operating Agreement." *Id.* But just fifteen (15) pages earlier the Arbitrator acknowledged that Bidsal's appealing and getting a stay of execution on this Court's Judgment affirming the Award in the Original Arbitration relieved CLA of any obligation to tender the sales price. So, to use CLA's failure to pay the price for the membership interest that Bidsal showed he would not transfer, must be characterized as both "capricious" and "arbitrary."

Judge Kishner's Judgment, affirmed on appeal, by the Nevada Supreme Court, determined that Bidsal had no right to refuse to proceed with the sale unless there were an appraisal. The effect of what Judge Wall said is that a seller can wrongfully delay and since he has not been paid, then he can continue to strip the entity in which he is selling his membership interest of its cash. The issue is not whether Bidsal is still a member. The issue was what are his entitlements where once he becomes obligated to sell his membership interest, with the purchase price determined as

[5] Ignoring the longstanding Nevada law cited above that the nonbreaching party should be placed in as good a position as if the contract were performed.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

of September 2017. Instead of using the date the transfer should have closed as provided in the Operating Agreement, Judge Wall rewrites it to provide that that the entitlements transfer when the transaction actually closed. The position taken by the Arbitrator here is both capricious and arbitrary.

Judge Wall choosing a date as the Effective Date long after the offer, and long after the time period used to determine the price to be paid, results in the absurdity that during that delay the risk of reduction in value is placed totally on the buyer--in this case an innocent buyer-while the seller would continue to share in the profits and distributions. This absurd result is contrary to Nevada law.

All that CLA seeks is to be placed in just as good a position as though Bidsal had at once proceeded rather than disputing CLA's election to buy, and then to have the Operating Agreement followed rather than rewritten.

VII.

THE AWARD IN EFFECT OVERTURNS JUDGE KISNER'S JUDGMENT WHICH HAS BEEN AFFIRMED ON APPEAL AND SUBSTITUTES THE ARBITRATOR'S CONCLUSION INSTEAD OF THAT OF THE NEVADA SUPREME COURT

Bidsal's claim on appeal was that it was error for Judge Haberfeld to direct him to transfer his membership interest within ten (10 days by which time the sale should have closed or in other words the Effective Date would have occurred. The Nevada Supreme Court rejected Bidsal's claim. Yet Judge Wall's Award says the sale will not be treated as though closed until the price is paid, or in other words, he undertook to do what the Nevada Supreme Court was to decide and ultimately did decide contrary to Judge Wall.

Moreover, Judge Wall's determination of Effective Date is in direct contrast with Judge Haberfeld's Award (which was confirmed by Judge Kishner and affirmed by the Nevada Supreme

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

Court) that the sale be consummated within ten (10) days. But Judge Wall had no right to change what Judge Haberfeld had decided.

In reversing Judge Haberfeld and Judge Kishner's Judgment, Judge Wall's conduct cannot be characterized other than irrational, arbitrary and or capricious, any one of which constitutes his exceeding his powers.

VIII.

THE AWARD OF ATTORNEYS' FEES MUST BE VACATED

The Arbitrator found Bidsal to be the prevailing party and awarded him attorneys' fees and costs of $455,644.84. If, however, the Arbitrator's Award is vacated as to the Effective Date, then CLA should be entitled to recover the $500,500 made by Bidsal to himself after September 2, 2017. In that case, CLA should be considered the prevailing party. Accordingly, the award of attorneys' fees should be vacated as well.

IX.

CONCLUSION RE AWARD EXCEEDING JUDGE WALL'S POWERS

Arbitrator Wall did exactly what he said in his Award he could not do: that is, when "interpreting an agreement, a Court may not modify or create a new or different one. A court is not at liberty to revise an agreement while professing to construe it". The Arbitrator recognized the law that he cannot rewrite the contract, but then did exactly that. In so doing, he exceeded his powers by doing that which constitutes manifestly disregarding the law.

In determining that the date the sale should have closed is solely the date it does close, the Arbitrator acted capriciously, arbitrarily resulting in an award that is completely irrational. Any one of those things constitutes Judge Walls exceeding his powers.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

The Arbitrator arrogated the rights and powers of Judge Haberfeld, Judge Kishner and the Nevada Supreme Court in contradicting what Judges Haberfeld and Kishner had ruled. Once again, that constitutes his exceeding his powers in acting capriciously and/or arbitrarily.

For the reasons set forth above, the portion of the Award setting the Effective Date of sale denying CLA's counterclaim and recovery of the funds taken by Bidsal should be vacated. As such, the Arbitrator's award of attorneys' fees and costs to Bidsal should likewise be vacated.

DATED this 17th day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
Louis Garfinkel, Esq.
Nevada Bar No. 3416
8965 South Eastern Ave, Suite 382
Las Vegas, Nevada 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: Lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties, LLC

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

EXHIBIT 117

APPENDIX (PX)000222

HON. DAVID T. WALL (Ret.)

JAMS
7160 Rafael Rivera Way, Suite 400
Las Vegas, NV 89113
Phone: (702) 457-5267
Fax: (702) 437-5267
Arbitrator

JAMS

BIDSAL, SHAWN, Claimant, v. CLA PROPERTIES, LLC, Respondents.	Ref. No. 1260005736 **FINAL AWARD**[1]

This matter was presented for Arbitration and a Hearing conducted on March 17-19, 2021, April 26-27, 2021 and September 29, 2021, at the offices of JAMS in Las Vegas before Arbitrator David T. Wall.[2] Claimant appeared personally and with James E. Shapiro, Esq. and Douglas D. Gerrard, Esq. Respondent appeared through representative Benjamin Golshani, with counsel Rodney T. Lewin, Esq, and Louis E. Garfinkel, Esq.

At the Hearing, both Bidsal and Golshani provided testimony.[3] Claimant also called forensic accountant Chris Wilcox and Respondent called forensic accountant Dan Gerety, Jeff Chain and Kasandra Schindler. Excerpts of testimony from the deposition of Jim Main were read

[1] On October 27, 2021, the undersigned Arbitrator issued an Interim Award. Sections I through IV of the Interim Award are reproduced here materially unchanged. The Interim Award included a briefing schedule for an application for an award of attorneys' fees and costs, which is addressed in section V herein.
[2] Closing arguments were conducted on September 29, 2021, via the Zoom videoconference platform.
[3] The totality of the witnesses' testimony is not restated herein. Included are material elements of testimony germane to the Arbitrator's Award.

into the record after designations and cross-designations by counsel. The following exhibits were admitted during the Arbitration Hearing: Joint Exhibits 1-34, 35-39, 43, 50, 52, 56-58, 67, 84, 85, 87, 91, 95, 97, 108, 111, 112, 114, 118,123, 125,136, 137, 139 153, 164-166, 180, 184, 188 (for a limited purpose)-193, portions of 198, 200-202 and 206.[4]

I. Factual Background

Claimant Shawn Bidsal (hereinafter "Bidsal" or "Claimant") and his first cousin, Benjamin Golshani ("Golshani"), formed a joint venture in 2010 called Green Valley Commerce, LLC ("GVC"). Golshani's interest was held entirely by Respondent CLA Properties, LLC ("Respondent" or "CLA"), for which Golshani is the sole member and manager.

Prior to the formation of the joint venture, Claimant was the successful bidder on a note for which the borrower was in default. The note was secured by a Deed of Trust against two parcels of commercial property with eight buildings and a parking lot thereupon. Shortly after Claimant successfully bid on the note, the joint venture between Claimant and Respondent was formed. According to the Operating Agreement for GVC ("OA"), Claimant contributed $1,215,000 toward the purchase price of the note. Golshani contributed $2,834,250 and directed that his interest be held by CLA. Although Claimant provided approximately 30% of the initial capital contribution and Respondent provided approximately 70%, the parties agreed that each member's interest in the joint venture would be 50%. This discrepancy was the result of Claimant's relinquishment of the discovery of the GVC opportunity, combined with Claimant's expertise in managing commercial properties (Golshani had little such experience). Claimant also was chosen to be the day-to-day manager of the properties, although the OA identified both parties as managers.

[4] A corrected version of Exhibit 200 was submitted by Respondent with leave of the Arbitrator on September 29, 2021.

Within several months of the acquisition of the note, Claimant on behalf of GVC negotiated a Deed in Lieu of Foreclosure Agreement with the defaulting borrower. As a result, GVC forgave principal and interest due on the note but received fee simple title in the collateral (the GVC commercial properties). Within this transaction, the borrower also relinquished approximately $295,000 in collected rents from the properties, plus approximately $74,000 in security deposits also being held by the borrower.

At a point in time thereafter, the parties agreed to divide each of the eight commercial buildings into its own parcel, with an additional identified parcel for the joint parking area for the buildings. Each of these parcels was given its own parcel number. By agreement, the parties engaged the services of a vendor in 2013 to provide a Cost Segregation Report that placed a value (or cost basis) for each of the eight individual parcels with buildings on them. The parties agreed that subdividing the entire property in this manner increased the overall value of the properties, such that any of the parcels could be sold individually.

Although the joint venture originated in June of 2011, the OA, which was the subject of significant negotiations between the parties, was not executed until December of 2011.

During the years that followed, three of the eight buildings were sold by GVC. In 2012, the parcel identified as Building C was sold for approximately $1,025,000, resulting in net proceeds of approximately $899,000. By agreement of the parties, the proceeds were immediately deposited with a §1031 exchange accommodator, and in 2013 the exchange was completed with the purchase of a property in Phoenix, Arizona (the "Greenway" property). All but approximately $95,000 of the proceeds of the sale of Building C were used for the purchase of the Greenway property.

In 2014, Building E was sold for approximately $850,000, and in 2015 Building B was sold for approximately $617,760. The proceeds for all three sales (other than the funds used in the §1031 exchange for purchase of the Greenway property) were distributed to Claimant and Respondent as described in more detail below.

The OA contained a provision (Article V, Section 4) permitting one member to initiate a purchase or sale of that member's interest in GVC by the other. The substance of this "buy-sell" provision allowed for one of the members to offer to buy out the interest of the other member based on an offered fair market value of GVC, which would then be inserted into a mathematical formula set forth in the OA to subsequently arrive at a final purchase price. Under the OA, the member making the offer is referred to as the "Offering Member" and the one receiving the offer is referred to as the "Remaining Member." Once the offer is made by the Offering Member, the Remaining Member has the option to: 1) sell his interest using the fair market valuation in the offer, as applied to the formula in the OA; 2) buy the Offering Member's interest using that same fair market valuation and inserting it into the formula in the OA; or 3) demand an independent appraisal to arrive at a fair market valuation, to be used in the formula in the OA. The final paragraph of Section 4.2 of the OA regarding this buy-sell provision states as follows:

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

OA, Article V, Section 4.2.

The formula to be used for calculating the purchase price, pursuant to Section 4.2, is the following:

> (FMV – COP) x 0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

Id. "FMV" is defined in the OA as "fair market value" as specified in Section 4.2, and "COP" is defined as "cost of purchase" as specified in the escrow closing statement at the time of purchase of each property owned by GVC.

On July 7, 2017, Claimant sent a written offer to Respondent to buy Respondent's 50 percent interest in GVC, using a fair market value (to be inserted into the formula set forth above) of $5,000,000. Using the buy-sell provision referred to above, Respondent on August 3, 2017, elected to buy Claimant's 50 percent interest (rather than sell his own interest) using Claimant's $5,000,000 fair market valuation. On August 5, 2017, Claimant sent notice to Respondent that he was invoking a right under the OA to establish fair market value (for purposes of the formula in the OA) by independent appraisal. On August 28, 2017, CLA responded with a letter suggesting its readiness to close escrow to purchase Bidsal's membership interest.

Thereafter, CLA initiated JAMS Arbitration No. 1260004569 before the Hon. Stephen E. Haberfeld, Ret., to force Bidsal to comply with the buy-sell provision in Section 4 of the OA and sell his membership interest to CLA. Judge Haberfeld determined, in a final award dated April 5, 2019, that Bidsal must sell his membership interest in GVC to CLA under the formula set forth in the OA, using Bidsal's originally offered $5,000,000 as the FMV component. Following the denial of a Motion to Vacate Judge Haberfeld's Award in December of 2019, Bidsal filed an appeal with the Nevada Supreme Court and obtained a stay of the Order to sell his interest in GVC to CLA.

While the appeal was pending, Bidsal filed the instant Arbitration in February of 2020 to resolve any dispute between the parties as to the final purchase price, using the formula set forth in the OA with the FMV component already fixed by Judge Haberfeld at $5,000,000. This Award,

then, determines a final purchase price under that formula, should the Nevada Supreme Court deny Bidsal's request to vacate the prior award.[5]

II. Procedural History

This matter is in Arbitration based upon an Arbitration provision in Article III, Section 14.1 of an Operating Agreement for Green Valley Commerce, LLC, dated on or about June 15, 2011. Neither side currently challenges the arbitrability of the instant dispute.

In this proceeding, Bidsal claims that CLA has essentially forfeited the right to purchase Claimant's interest in GVC based upon a failure to tender payment to Bidsal. The parties tacitly agree that among the issues presented in this proceeding is a calculation of the purchase price of Bidsal's membership interest in GVC, using the formula provided for in the OA with the fair market value component fixed at $5,000,000 based on Judge Haberfeld's Award. Additionally, Respondent alleges that Claimant has, while managing the properties, made distributions to himself in excess of that to which he is entitled. Also at issue is the effective date of any purchase of Claimant's interest in GVC, which begets additional issues to be determined (potential interest to be awarded, Claimant's entitlement to management fees, the propriety of and accounting for any distributions made to Claimant after such effective date, etc.). Each of these issues are discussed below.

III. Legal Standard

Issues presented herein require the interpretation of certain sections of the Operating Agreement for Green Valley Commerce, LLC. When the facts are not in dispute, contract interpretation is a question of law. Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc., 124

[5] The appeal remains outstanding before the Nevada Supreme Court as of the date of this Award. Both parties recognize that the determination of a final purchase price herein is conditioned upon the denial of Claimant's request to vacate the award by Judge Haberfeld, and that no sale can be consummated or finalized while the stay is in effect.

Nev. 1102, 1115 (2008). In interpreting a contract, the intent of the parties shall be effectuated, which may be determined in light of the surrounding circumstances if not clear from the contract itself. Anvui, LLC v. G.L.Dragon, LLC, 123 Nev. 212, 215 (2007). A contract is ambiguous when it is subject to more than one reasonable interpretation. Id. Parol evidence is admissible for ascertaining the true intentions and agreement of the parties when the written instrument is ambiguous. M.C. Multi-Family Development, LLC v. Crestdale Associates, Ltd., 124 Nev. 901, 913-914 (2008). It may also be introduced to show subsequent oral agreements to modify a written contract or to show the existence of a separate oral agreement as to any matter on which a written contract is silent and which is not inconsistent with its terms. Id. When there exists contradictory or inconsistent language in different portions of the contract provisions, a tribunal should endeavor to harmonize the provisions and construe them to reach a reasonable solution. Eversole v. Sunrise Villas VIII Homeowners Association, 112 Nev. 1255, 1260 (1996). As the Nevada Supreme Court stated in Mohr Park Manor, Inc. v. Mohr, 83 Nev. 107 (1967):

> In interpreting an agreement a court may not modify it or create a new or different one. A court is not a liberty to revise an agreement while professing to construe it. Reno Club, Inc. v. Young Investment Co., 64 Nev. 312, 323-324, 182 P.2d 1011, 173 A.L.R. 1145 (1947). On the other hand, a contract should be construed, if logically and legally permissible, so as to effectuate valid contractual relations, rather than in a manner which would render the agreement invalid, or render performance impossible. Reno Club, Inc. v. Young Investment Co., supra, 64 Nev. 325, 182 P.2d 1011. See also, 4 Williston, Contracts, §620 (3d Ed. 1961) wherein it stated: 'The Writing Will Be Interpreted If Possible So That It Shall Be Effective and Reasonable. An interpretation which makes the contract or agreement lawful will be preferred over one which would make it unlawful; an interpretation which renders the contract or agreement valid and its performance possible will be preferred to one which makes it void or its performance impossible or meaningless; an interpretation which makes the contract or agreement fair and reasonable will be preferred to one which leads to harsh or unreasonable results.' A court should ascertain the intention of the parties from the language employed as applied to the subject matter in view of the surrounding circumstances.

Mohr Park Manor, 83 Nev. at 111.

IV. Factual and Legal Analysis

A. Failure to tender funds

Claimant argues that Respondent's failure to tender the purchase price terminated CLA's right to purchase Bidsal's interest in GVC. Initially, Claimant argues that CLA failed to tender the purchase price in the fall of 2017 when offers and counteroffers were made. It is the determination of the Arbitrator that this issue is beyond the scope of the current Arbitration proceeding, and needed to be addressed in the original Arbitration proceeding before Judge Haberfeld. In April of 2019, Judge Haberfeld determined that Claimant must transfer his interest in GVC to Respondent. As such, it is the determination of the Arbitrator that Claimant is not entitled to relief on this issue in the current proceeding.

Next, Claimant argues that CLA's failure to tender any funds to Bidsal after Judge Haberfeld's arbitration award terminated CLA's right to purchase Bidsal's interest in GVC. Immediately following Judge Haberfeld's award, Claimant filed a Motion to Vacate the award in the Clark County District Court. That Motion was denied by Hon. Joanna Kishner in December of 2019 and Claimant immediately sought and received a stay of enforcement of Judge Haberfeld's award to take an appeal to the Nevada Supreme Court. Under these facts, it is the determination of the Arbitrator that any perceived failure of Respondent to tender was appropriate given the state of the proceedings, and is consistent with Claimant's actions in seeking to vacate the award prior to its enforcement. Respondent effectively had an order in place compelling Claimant to sell his interest in GVC to CLA, and valid tender was no longer a prerequisite to Respondent's ability to enforce the buy-sell provision. As such, it is the determination of the Arbitrator that Claimant is not entitled to relief on this issue in the current proceeding.

B. Distribution of proceeds from the sale of properties

Respondent contends that Claimant improperly distributed the proceeds from the sale of certain of the properties belonging to GVC.

Exhibit A to the OA, at section 5.1.1.1, states that "items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in Exhibit B, subject to the Preferred Allocation schedule contained in Exhibit B...."

Exhibit B to OA is a single-page document showing each member's percentage interest in GVC (Bidsal and CLA each at 50%) and each member's capital contributions (Bidsal $1,215,000 for 30% and CLA $2.834.250 for 70%). Exhibit B goes on to state the following:

> PREFFERED ALLOCATION AND DISTRIBUTION SCHEDULE
> Cash distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-Down Allocation." Step-down means that, step-by-step, cash is allocated and distributed in the following descending order of priority, until no more cash remains to be allocated. The Step-Down Allocation is:
>
> > First step, payment of all current expenses and/or liabilities of the Company;
> >
> > Second step, to pay in full any outstanding loans (unless distribution is the result of a refinance) held with financial institutions or any company loans made from Manager(s) or Member(s).
> >
> > Third step, to pay each Member an amount sufficient to bring their capital accounts to zero, pro rata based upon capital contributions.
> >
> > Final step, After the Third Step above, any remaining net profits or excess cash from sale or refinance shall be distributed to the Members fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.
>
> Losses shall be allocated according to Capital Accounts.
>
> Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.

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

OA, Exhibit B.

As set forth above, three of the eight buildings were sold between 2012 and 2017. Based on the language of Exhibit B, Respondent contends that these sales constituted "capital transactions" and required distribution of the sales proceeds to the Members consistent with the Preferred Allocation and Distribution Schedule, thereby necessitating distribution (as described in the Third Step) pro rata based on the Members' capital contributions (70% to CLA and 30% to Bidsal) until the capital contributions were entirely reimbursed.

Bidsal did not distribute proceeds from the three sales pursuant to the Preferred Allocation and Distribution Schedule ("PA" or "waterfall provision") set forth in Exhibit B. Based upon the language from Exhibit A, Section 5.1.1.1 (as quoted above) and the language of Exhibit B, Bidsal testified that he determined that each individual sale did not constitute a "capital transaction" as it did not involve the sale of the totality of the Company's asset. Further, he relied on the definition of Cash Distributions of Profits as set forth in Exhibit B (to be distributed 50-50) referring to a capital transaction being one of a "sale of all or a substantial portion of the Company's assets."

Instead, Bidsal distributed proceeds using a two-step approach. He testified that he used the Cost Segregation Report to determine a cost basis for each of the properties as it was sold. He testified that he allocated and distributed the sales proceeds on a 70-30 split up to the amount of the cost basis, so as to provide each Member a return of its original cash contribution for that parcel. He then split the profit (the extent to which the sales proceeds exceeded the cost basis) to the Members on a 50-50 basis.

For Building C, the cost basis in the Cost Segregation Report was $399,193.81. Building C sold for $1,025,000, with net proceeds of $898,629.23. All but $95,272.65 of those proceeds were used as part of the §1031 exchange to purchase the Greenway property in Arizona. Bidsal testified that for the $95,272.65 in remaining proceeds, he split that 70-30 between the Members since it did not exceed the cost basis amount for Building C.

Building E was sold in November of 2014 for $850,000 and Building B was sold in September of 2015 for $617,760. Bidsal testified that he used the same rationale in splitting these proceeds. For the amount of proceeds for each sale up to the cost basis for each parcel as set forth in the Cost Segregation Report, Bidsal distributed the proceeds on a 70-30 split. For the profit (the extent to which the sales proceeds exceeded the cost basis for each parcel), Bidsal distributed the proceeds on a 50-50 split.

Bidsal testified that he believed that the manner in which he distributed the proceeds from the three sales was consistent with Exhibit B of the OA and the parties' intentions throughout the life of GVC, prior to the institution of litigation in late 2017. Bidsal credibly testified that prior to distributing proceeds from each sale, he consulted with CLA principal Golshani, who agreed to Bidsal's distribution mechanism. For each sale, Bidsal provided Respondent with a detailed breakdown of the distribution of sales proceeds.[6] For each sale, the distribution breakdown was clearly noted in the tax returns for that year and itemized on each Member's Schedule K-1 form. For the sales of Buildings E and B, Bidsal provided two separate checks to each member: one comprising that member's share of the 70-30 split of the cost basis, and one comprising the member's share of the profit (split at 50-50).[7] The evidence clearly shows that Respondent was

[6] Golshani testified that he had no disagreement with the cost basis amounts attributed to each parcel in the Cost Segregation Report.

[7] Only one check was given to each member after the sale of Building C, since the remaining proceeds did not exceed the cost basis.

aware of the process used by Bidsal to calculate these distributions and approved the allocations and distributions based on Bidsal's interpretation of the language in Exhibit B.

Aside from the proceeds from the parcel sales referenced above, Bidsal testified that all other distributions of profits from the building leases was distributed on a 50-50 basis, pursuant to Exhibits A and B to the Operating Agreement. These distributions provided each member with more than $2 million dollars between 2011 and 2019.

Respondent contends that the OA required Bidsal to distribute all of the sales proceeds on a 70-30 basis until all of the capital contributions of the parties were recouped. This position is belied by the OA and the evidence presented in this proceeding.

Both parties agree, and have argued in this proceeding, that the OA is ambiguous and not well drafted. As set forth above, an interpretation of the relevant provisions of the OA requires the Arbitrator to determine the intent of the parties at the time of the execution of the agreement, Anvui, supra, to harmonize the inconsistent or ambiguous provisions to reach a reasonable solution consistent with the parties' intentions. Eversole, supra, Mohr Park Manor, supra.

The evidence strongly establishes that at the time of the formation of GVC and the execution of the OA, the objective of GVC was to split all income earned from the entity on a 50-50 basis, with each member being reimbursed for their capital contribution if the company asset was sold at some point in the future. At the time of the formation GVC, the plan was not to subdivide and sell off parcels of real property. This objective is noted in the OA, which states that the business of the company was to acquire secure debt, convert it to fee simple title and then manage the property. See, OA, Art. 1, Sec 01.[8] The formula for calculating the purchase price of a member's interest, discussed in more detail below, is designed to allow the selling member to

[8] The Operating Agreement is littered with errors in the numbering of sections and provisions. Nonetheless, provisions are identified in this Award using the section numbers in the actual OA.

recoup his capital contribution while receiving 50% of the appreciation of the fair market value of the entity. See, OA, Art. 5, Sec. 4.2. The OA further sets forth that "items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the members in proportion to their Percentage Interests as set forth in ***Exhibit "B"***, subject to the Preferred Allocation schedule contained in ***Exhibit "B"***...." See, OA, Exhibit A, Section 5.1.1.1 (emphasis in original). Exhibit B to the OA states that the Percentage Interests of each member are 50-50, and further states that profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA. See, OA, Exhibit B.

It is clear that the intention of the parties was to allocate gains on a 50-50 basis unless and until the Preferred Allocation language in Exhibit B of the OA was triggered. The evidence establishes that this was fundamental to the formation of the entity.

Both parties agree that the language of Exhibit B to the OA regarding the Preferred Allocation is ambiguous, and both parties ask the Arbitrator to interpret these provisions to effectuate the intent of the parties. Ambiguity is evident from the relevant language of the Preferred Allocation provision. Initially, it states as follows:

> PREFFERED ALLOCATION AND DISTRIBUTION SCHEDULE
> Cash distributions from capital transactions shall be distributed per the following method between the members of the LLC. Upon any refinancing event, and upon the sale of Company asset, cash is distributed according to a "Step-Down Allocation."

OA, Exhibit B.

As set forth above, the OA provides that cash distributions from profits and allocations of income, gain, loss, deduction or credit are on a 50-50 basis, subject to the application of the Preferred Allocation for capital transactions which would result in a 70-30 allocation. However, "capital transactions" is not defined anywhere in the OA. Further, the phrase "and upon the sale of Company asset" presents further ambiguity, suggesting that a sale of the single asset of GVC

might be necessary to trigger the Preferred Allocation. This interpretation would be consistent with the overall business model suggested above, especially in light of the fact that at the time of the first draft of Exhibit B to the OA, GVC owned a single asset (a note) and had not acquired fee simple title to the property (and had not subdivided the property).

The following provision at the end of the one-page Exhibit B to the OA creates further confusion as to the application of the Preferred Allocation:

> Cash Distributions of Profits from operations shall be allocated and distributed fifty percent (50%) to Shawn Bidsal and fifty percent (50%) to CLA Properties, LLC.
>
> > It is the express intent of the parties that "Cash Distributions of Profits" refers to distributions generated from operations resulting in ordinary income in contrast to Cash Distributions arising from capital transactions or non-recurring events such as a sale of all or a substantial portion of the Company's assets or cash out financing.

Id.

Although this provision does not expressly define "capital transactions" for purposes of triggering the Preferred Allocation, it does contrast cash "distributions from operations resulting in ordinary income" (to be distributed 50-50) from "a sale of all or a substantial portion of the Company's assets" (to be distributed 70-30 pursuant to the Preferred Allocation).

Both Bidsal and Golshani testified to their intent regarding these ambiguous provisions. Golshani testified that when he signed the OA, he was not aware that under the OA CLA and Bidsal each had 50% interests in GVC. Transcript, March 17, 2021, p. 83:9-15.[9] This testimony is not credible, in light of all of the evidence surrounding the formation of GVC and Golshani's role in negotiating terms of the OA. Later, Golshani testified that it was his understanding that profit from rent would be distributed 50-50 and any other distributions would be on a 70-30 basis until the capital contributions were returned. Transcript, April 26, 2021, p. 1050:15-21. Bidsal

[9] The parties provided a court reporter for the proceedings, and each party at times has cited from the transcript during the course of these proceedings. Therefore, when necessary, the Arbitrator will also cite to the transcript.

testified that it was his intent (and his agreement with Golshani for CLA) that the members' capital contributions would be returned if there were sufficient funds available from a refinancing of the property, or if the entirety of GVC's assets were sold. Transcript, March 17, 2021, p. 301:5-20. He testified that the Preferred Allocation in Exhibit B to the OA was intended to return the members' capital contributions as part of a winding down or liquidation of the company. Id. at p.305:16-306:3. He further testified that the Preferred Allocation was not triggered by any of the subsequent sales of any of the buildings or parcels. Id. at 306:4-10.

Both parties presented forensic accountants to assist in the interpretation of these provisions as to whether the Preferred Allocation[10]. Respondent presented Daniel Gerety, who testified that a sale of any of the parcels would constitute a "capital transaction" as that term is generally understood, thereby triggering a 70-30 distribution pursuant to the Preferred Allocation provision of Exhibit B to the OA. Transcript, March 19, 2021, p. 859:12-860:15. Claimant presented Chris Wilcox, who testified that none of the three building sales triggered the Preferred Allocation, since they did not constitute "a sale of all or a substantial portion of the Company's assets" as stated in Exhibit B. Transcript, March 18, 2021, p. 352:18-353:18. He also stated that GVC's tax returns, prepared by the office of accountant Jim Main, show that none of the sales of the three buildings were treated as though they triggered the Preferred Allocation provision of Exhibit B to the OA. Id. at p. 353:19-354:17. Wilcox further testified that interpreting the Preferred Allocation in the manner supported by Gerety would have prevented Bidsal from enjoying the appreciation of the gain on the buildings that were sold. Id. at 387:10-23.

Essentially, then, it was the opinion of CLA's expert Gerety that all of the proceeds of each of the parcel sales, including the profit or gain, should have been distributed to the members on a

[10] Neither party disputed the qualifications of the forensic accountants to testify as experts in this matter.

70-30 basis until each member had recouped his entire capital contribution. It was the opinion of Bidsal's expert Wilcox that none of the sales constituted capital transactions triggering the Preferred Allocation, and as such all of the proceeds could properly have been distributed on a 50-50 basis.

As set forth above, Bidsal's methodology followed neither of those opinions. He distributed the portion of the sale proceeds constituting the cost basis for each parcel as a return of capital (on a 70-30 basis), and the gain from each sale on a 50-50 basis. GVC's accountant, Jim Main, testified that this was consistent with his interpretation of Exhibit B to the Operating Agreement. Transcript, April 27, 2021, p. 1321:1-1323:3.[11] Wilcox testified that although the Preferred Allocation was not triggered by the sales of the three buildings, the manner in which Bidsal actually distributed the sales proceeds inured to the benefit of CLA. Transcript, March 18, 2021, p. 356:3-11; 377:9-18.

It is the determination of the Arbitrator that Gerety's interpretation of Exhibit B, insofar as each parcel sale triggering the application of the Preferred Allocation, is not a reasonable interpretation of this ambiguous and poorly drafted provision, in light of the substantial evidence in the record regarding the intent of the parties as it relates to these distributions. It is further the determination of the Arbitrator that Exhibit B to the OA evidences the intent of the parties that the Preferred Allocation procedures would apply only in "a sale of all of a substantial portion of the Company's assets," as that phrase is used in Exhibit B. Although Wilcox's interpretation is the more reasonable one, given the evidence of the overall objectives of the parties in forming this entity, Bidsal's actual methodology was far more favorable to CLA than it needed to be under the terms of the OA. An interpretation of ambiguous contractual provisions that makes the agreement

[11] Main did not testify at the Arbitration Hearing, but designated (and cross-designated) portions of his deposition were read into the record at the Hearing.

fair and reasonable will be preferred to one which leads to harsh or unreasonable results. Mohr Park Manor, 83 Nev. at 111, quoting 4 Williston, Contracts, 620 (3rd Ed. 1961).

Therefore, it is the determination of the Arbitrator that the manner in which Bidsal distributed the proceeds of the sales of Buildings C, E and B was more favorable to CLA than required by the terms of Exhibit B to the OA and does not constitute any improper or excessive distribution to Claimant. Noteworthy in this analysis is strong evidence of an agreement between Bidsal and Golshani to treat the sale proceeds in this manner, thereby establishing either: 1) parol evidence of the true intentions and agreement of the parties when the written instrument is ambiguous, M.C. Multi-Family Development, LLC v. Crestdale Associates, Ltd., supra at 913-914 (2008); or alternatively 2) evidence of a subsequent oral agreement to modify the written contract. Eversole, supra at 1260. Here, Bidsal testified that he had conversations with Golshani regarding the manner in which the proceeds from the first building sale (Building C) would be distributed, such that the cost basis would be distributed on a 70-30 basis and the remaining balance would be split 50-50. Transcript of March 19, 2021, p. 640:7-641:20. Bidsal testified that Golshani agreed to this procedure and did not object to it. Id., p. 641:21-642:4. Bidsal testified that the same conversations with Golshani occurred (and the same agreement was reached) for the sales of Building E and Building B. Id. at p. 651:7-652:23. Further evidence of this agreement between Bidsal and Golshani, and of the transparent nature of Bidsal's actions in distributing the proceeds, is found in the following:

- For each of the three sales, Bidsal provided Golshani with a detailed breakdown of the distribution process under the agreed-upon methodology;

1A.App.42

- For the sales of Buildings E and B, Bidsal provided Golshani with separate checks for the portion of proceeds divided 70-30 and the portion divided 50-50, pursuant to the detailed breakdown;
- Jim Main testified that he prepared the Company's tax returns consistent with this distribution procedure;
- Tax returns sent to (and reviewed by) Golshani evidenced this distribution procedure, for each year that a building sale took place;
- Golshani's Schedule K-1 form evidenced this distribution procedure;
- Golshani's did not object to the manner in which Bidsal made these distributions until long after the sales were consummated;
- Golshani's testimony that he was not aware of the manner in which Bidsal was distributing the proceeds of the building sales is simply not credible.

This interpretation of the Preferred Allocation in Exhibit B is consistent with the evidence regarding the parties' intent to divide the cost basis portion of the sales proceeds 70-30 and the gain portion 50-50. It is also consistent with the evidence of the parties' intent to allocate gain on a 50-50 basis (See OA, Exhibit A, Sec. 5.1.1.1) and the totality of the evidence establishing that the overall objective of the parties in forming this entity was to divide all gain on a 50-50 basis (see, e.g., OA Art. 5, Section 4.2, providing that the buy/sell provision is designed to provide the selling member with 50% of the appreciation of the entity in addition to his capital contribution).

C. Application of formula to determine purchase price

Following the arbitration award from Judge Haberfeld, Claimant instituted the instant arbitration proceeding (in part) for the purpose of determining a purchase price pursuant to the formula set forth in the OA. Judge Haberfeld's award required Bidsal to transfer his interest in

GVC to Respondent "at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed at Five Million Dollars and No Cents ($5,000,000.00)...." Haberfeld was not asked to determine the final purchase price using this formula, or to interpret any potentially ambiguous terms within the formula.

The formula to be used for calculating the purchase price, pursuant to Section 4.2, is the following:

> (FMV – COP) x 0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities

OA, Article V, Section 4.2.

For purposes of the instant arbitration, FMV is fixed at $5,000,000 pursuant to Judge Haberfeld's award. COP is defined in the OA as follows:

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

OA, Article V, Section 4.1.

Like the language of Exhibit B to the OA, the parties agree that the language contained in the formula is ambiguous. Judge Haberfeld removed any potential ambiguity in the FMV component by fixing that value at $5,000,000.

The definition of COP is unclear and ambiguous. Read literally, it would require taking information from an escrow closing statement at the time of purchase of Company property. However, the parties agree that there is no escrow closing statement reflecting a purchase of the GVC properties, which were acquired by GVC pursuant to a Deed in Lieu agreement. This factual scenario was obviously not contemplated by the OA formula. Additionally, the formula does not

contemplate an acquisition of property through a §1031 tax deferred exchange that borrows its basis from a prior building sold by the entity.

Similarly, the formula is unwieldy in using the "capital contribution of the Offering Member(s) at the time of purchasing the property," as it fails to account for capital contributions recouped at any point prior to the application of the formula. Applying a literal interpretation would allow the member selling his interest to receive double the value of any capital contributions returned to him prior to the sale of his interest.

Like the issue of the interpretation of Exhibit B to the OA, the parties each engaged their forensic accountant to testify regarding reasonable interpretations of the formula in Section 4.2 to be utilized to calculate a purchase price for Claimant's interest in GVC.

Claimant presented the testimony of Wilcox in support of his interpretation of the formula and calculation of a purchase price using a reasonable interpretation of the formula. For COP, Wilcox took the cost basis of all of the parcels as set forth in the Cost Segregation Report and subtracted out the cost basis for Buildings B and E. He also decreased the total value of the common area parking lot to account for the ratio of square footage no longer owned by GVC after selling Buildings B and E. His COP amount, for use in the formula, is $3,136,431. Therefore, according the formula, FMV ($5,000,000) minus COP ($3,136,431) X 0.5 = $931,784.50 ($5,000,000 minus $3,136,431 = $1,863,569 X 0.5 = $931,784.50). To that number, the formula literally requires adding the value of Bidsal's full capital contribution of $1,215,000. However, Wilcox reasonably concluded that Bidsal had already received a portion of his capital contribution when he distributed to himself 30 percent of the cost basis of the buildings sold by GVC. Wilcox calculated that the three sales (Buildings E and B and the remainder of the proceeds of Building C after the §1031 exchange) reduced Bidsal's unreimbursed capital contribution down to $957,226.

Therefore, in accordance with the formula, Wilcox added that number to the previous total to reach a total purchase price of $1,889,010.50 ($931,784.50 plus $957,226 = $1,889,010.50). Although the formula then requires the subtraction of any prorated liabilities, Wilcox testified that no such liabilities exist and no subtraction is therefore necessary. His final calculated purchase price for Bidsal's interest, using a reasonable interpretation of the terms of the formula, is $1,889,010.50. See, Exhibit 201, Schedule 5. This price is exclusive of any interest and presumes that Bidsal is currently still a member of GVC (and therefore entitled to any distributions that have been made since 2017).

Respondent presented the testimony of Gerety in support of CLA's interpretation of the formula and calculation of a purchase price. Gerety agreed that certain terms in the formula could not be read literally, just as Wilcox did before him. Gerety calculated COP by taking the cost basis of all buildings still owned by GVC and came to a COP figure of $3,686,293. His COP is higher than Wilcox's for two reasons: 1) Gerety used the full price on the escrow statement for the Greenway property acquired in the §1031 exchange, rather than the original cost basis for Building C; and 2) Gerety did not partition any portion of the common area parking lot, as he believed that GVC still owns the entire lot. Applying his COP figure to the first portion of the formula, Gerety's calculation is: FMV ($5,000,000) minus COP ($3,686,293) X 0.5 = $656,854 ($5,000,000 minus $3,686,293 = $1,313,707 X 0.5 = $656,854). Gerety then offered two alternatives for the next portion of the formula calculation regarding Claimant's capital contribution at the time of purchase. In his Alternative A, he uses $840,643 based on potentially improper distributions taken and kept by Bidsal, in addition to offsets for rents and depreciation. In his Alternative C, he uses $975,814 (a figure comparable to Wilcox's determination of unreimbursed capital contributions payable to Bidsal. Gerety also found $34,499 in prorated liabilities (half of security deposits held

by GVC), which he subtracted pursuant to the formula for both Alternatives A and C. Therefore, under Alternative A, Gerety's final purchase price for Bidsal's interest in GVC is $1,462,998. Under Alternative C, Gerety's final purchase price is $1,598,169. See, Exhibit 202.

It is the determination of the Arbitrator that Wilcox's interpretation and application of the formula in Section 4.2 of the OA is the more reasonable approach. Both parties agree that the formula cannot be reasonably applied pursuant to the literal terms of the OA. A strictly literal approach would allow Bidsal to use only the cost of the Greenway property as COP (the only one for which there is an escrow closing statement) and his full capital contribution of $1,215,000, resulting in a windfall to Bidsal not contemplated by the parties at the execution of the OA. Wilcox's COP figure is the more reasonable approach, allowing for Bidsal as a member of GVC to realize the appreciation of Building C when it was used for the §1031 exchange with the Greenway property. Wilcox's conclusion that no prorated liabilities exist is also the more reasonable approach, given the nature of the security deposits held separately by GVC. Therefore, applying the formula in a fair and reasonable manner, and giving due consideration to the intent of the parties, it is the determination of the Arbitrator that the appropriate purchase price for Bidsal's interest in GVC is the sum of $1,889,010.50.[12]

D. Effective Date of Sale

In addition to the purchase price under the formula in Section 4.2 of the OA, it is necessary to determine an effective date of the sale of Bidsal's interest in GVC. Respondent avers that the effective date of sale is September of 2017, the time when Respondent contends his counteroffer transaction should have been consummated. This contention is without merit.

[12] This purchase price is exclusive of any award of fees and costs awarded by Judge Haberfeld in the prior arbitration proceeding.

The transaction has never been completed. Judge Haberfeld, in his award in April of 2019, directed that the transaction take place forthwith. He did not find an effective date of the transaction to have occurred over a year earlier. The OA provides for a procedure for completing a sale of a membership interest, which procedure has not yet been completed. Claimant has continued to act as a member (and manager) of GVC since September of 2017, and Respondent cannot now divest Claimant of his membership interest because it has not yet paid him for his interest pursuant to the OA. Bidsal has appropriately received distributions since 2017, and since he remains a member of GVC, he cannot be required to divest himself of those distributions. He has also been treated as a member for GVC for tax purposes since 2017 and paid taxes on the distributions that Respondent now seeks to claw back. Additionally, treating the sale as having an effective date of September of 2017 would require Respondent to compensate Bidsal for his services a property manager over the past four years.

It is the determination of the Arbitrator, based upon all of the relevant evidence in this matter, that the effective date of the purchase of Bidsal's interest has not yet come to pass. Pursuant to Judge Haberfeld's final award, the transfer is to take place ten days of the effective issuance thereof. As that award (through Judge Kishner's denial of Bidsal's Motion to Vacate and Order Confirming Award) has been stayed pending the appeal to the Nevada Supreme Court, enforcement Judge Haberfeld's award requiring the sale is effectively postponed. The instant Award is essentially declaratory in nature. Should the stay be lifted, Judge Haberfeld's award directing that the sale take place becomes effective and the instant Final Award has now used a reasonable interpretation of the formula in Section 4.2 to arrive at purchase price.[13]

[13] This analysis presumes, of course, that Judge Kishner's Order Confirming Award is upheld by the appellate court. This presumption is not based on any consideration of the merit of such an appeal, but any other presumption effectively makes this Award moot.

In closing argument, counsel for Claimant has requested interest be awarded from September of 2017 forward on the purchase price, arguing that Bidsal has lost the right to use those funds over the last four years based on CLA's failure to perform. It is the determination of the Arbitrator that Bidsal is not entitled to recover interest on funds he would've received for a transaction which has not yet occurred. Judge Haberfeld did not rule that Respondents inappropriately utilized the arbitration provision in the OA to determine that Bidsal must sell his interest in GVC. Similarly, the undersigned Arbitrator does not find that Bidsal inappropriately utilized the arbitration provision in the OA to institute this proceeding to arrive at a purchase price and an effective date of the sale. Notably, Claimant's forensic accountant, Wilcox, also testified on this issue from an accounting perspective:

> Q: If the sale wasn't effective because no purchase money was ever paid and Mr. Bidsal continued to be a member up until the time he actually gets paid, would he be entitled to this interest amount?
>
> A: [Wilcox] No. He would still own the property, so he would not be entitled to the interest.
>
> Q: Okay. And so he would still, under that theory, be entitled to his distributions from the general operations of the company?
>
> A: Exactly. Yes.

Transcript, March 18, 2021, p. 424:16-25.

Claimant is not entitled to recover interest on the purchase price amount as the transaction cannot be consummated under any circumstances until after the completion of the appellate process (and a concomitant lifting of the stay). He is still a member of GVC and no amount should be deducted from the purchase price for any distributions Claimant received after September of 2017.

V. Award of Attorneys' Fees and Costs

In the Interim Award, the Arbitrator included the following language regarding fees and costs:

> Article III, Section 14.1 of the Operating Agreement states as follows:
>
> The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party.
>
> Operating Agreement, Article III, Section 14.1
>
> A party prevails if it succeeds on any significant issue in litigation which achieves some of the benefit it sought in bringing suit. Valley Electric Association v. Overfield, 121 Nev. 7, 10 (2005). This Interim Award adopted the recommendations of Claimant as to 1) the interpretation of the Preferred Allocation language in Exhibit B to the Operating Agreement, including Claimant's interpretation of the intent of the parties; 2) the method of calculating a purchase price under the formula contained in Section 4.2 of the Operating Agreement; 3) the actual purchase price as calculated by Claimant's forensic accountant, including Claimant's position as to the propriety of certain distributions; 4) the effective date of the sale; and 5) various claims for relief contained within Respondent's Fourth Amended Answer and Counterclaim. Given the foregoing, the Claimant is the prevailing party.

Interim Award, pp. 25-26.

The Interim Award set forth a briefing schedule for Claimant's application for fees and costs, which schedule was later modified by the agreement of the parties. Claimant filed an Application for Award of Attorney Fees and Costs on November 11, 2021 and Respondent filed an Opposition thereto on December 3, 2021. Claimant filed a Reply brief on December 17, 2021, Respondent filed a Supplemental Opposition on December 23, 2021, and Claimant filed a Response to CLA Properties' Rogue Supplemental Opposition on December 29, 2021. A telephonic hearing on the application for fees and costs was conducted by the Arbitrator on January 5, 2022, during which it was determined that redacted billing statements would be produced by

Claimant to Respondent and that further briefing was necessary. CLA filed a Second Supplemental Opposition to Claimant's Application for Attorneys' Fees and Costs on January 26, 2022. Claimant filed a Second Supplemental Reply brief on February 15, 2022, and a telephonic hearing was conducted on February 28, 2022. In addition to the Arbitrator, Claimant appeared personally with James E. Shapiro, Esq. and Douglas D. Gerrard, Esq. Respondent appeared through counsel Rodney T. Lewin, Esq, and Louis E. Garfinkel, Esq.

As set forth above, support for an award of fees and costs to the prevailing party is found in Section 14.1 of the GVC Operating Agreement. The provision is somewhat mandatory, indicating that the "arbitrator ***shall*** award costs and expenses," (emphasis supplied), including the costs of arbitration. Respondent herein does not dispute that Section 14.1 provides for an award of fees and costs to the prevailing party, but takes issue with the amount of fees and costs claimed by Bidsal.

A. Attorneys' Fees

Respondent correctly notes that the OA incorporates Nevada law for the instant proceedings, which traditionally relies upon Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), for the considerations applicable to an award of reasonable fees and costs. The Court in Brunzell noted four primary factors to be considered:

1. The qualities of the advocate: his ability, training, education, experience, professional standing and skill;
2. The character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation;

3. The work actually performed by the lawyer: the skill, time and attention given to the work; and

4. The result: whether the attorney was successful and what benefits were derived.

Brunzell, 85 Nev. at 349, quoting Schwarz v. Schwerin, 336 P.2d 144, 146 (1959). The Brunzell court directed that all four factors be given consideration and that no one element should be given undue weight. 85 Nev. at 349-350.

Even though Section 14.1 of the OA could generously be interpreted to direct an award of all fees and costs incurred, it is the determination of the Arbitrator that Nevada law requires consideration and determination of a reasonable award of fees and costs based on the Brunzell factors outlined above. Additionally, although certain of the attorney billing statements reference a "flat fee," counsel for Claimant has stated, as officers of the Court, that the instant matter was not billed as a flat fee and that all requested fees were actually billed and paid by Claimant (or remain outstanding, to be paid).

Respondent does not challenge the qualities of the advocates representing Bidsal, and the Arbitrator finds no reason to question such qualities. Indeed, counsel for both parties would satisfy this prong of the Brunzell analysis.

Respondent also does not significantly challenge the character of the work to be performed, to the extent that this litigation involved issues with some level of complexity and sophistication. These proceedings were document intensive and involved complex legal and factual issues.

Respondent does challenge the work actually performed by counsel for Claimant, in several material respects. First, Respondent challenges certain of the redactions in the billing statement provided by Claimant, indicating that it deprives Respondent of the ability to determine exactly how much time was spent on each task. However, the redactions were appropriate to protect

information protected by the attorney-client privilege and the attorney work product doctrine. See, Wynn Resorts, Ltd. v. Eighth Judicial District Court, 399 P.3d 334, 341 (2017). Additionally, Respondent contends that certain "block billing" entries in the billing statements prevent analysis of how much time was spent on each task within the block. However, block-billed time entries are amenable to consideration for an award of reasonable fees and must be considered by the Arbitrator. See, Mendez v. County of San Bernadino, 540 F.3d 1109, 1129 (9th Cir. 2008). Respondent also challenges the fact that Claimant had two primary attorneys conducting the proceedings throughout on behalf of Claimant. However, given the nature of the litigation, it is the determination of the Arbitrator that this does not constitute inappropriate duplication of efforts such that an award of reasonable fees should be limited to the work of a single attorney. Respondent engaged two, and at some points three, attorneys during the course of the proceedings, each of whom provided salient contributions to the litigation. After a review of all of the information and argument submitted with this Application, the Arbitrator has taken into consideration the potential duplication of efforts for some of the work performed by Mr. Shapiro's associate attorney in determining a reasonable fee award.

With respect to the results achieved, Respondent contends that deductions in the overall fee award should be applied for any work on motions or objections for which Bidsal was ultimately found not to have prevailed. Respondent identified motions it prevailed on, and suggested that fees for work on those motions should either be deducted from any fee award to Claimant or otherwise awarded to Respondent for prevailing thereupon. However, neither the OA nor Nevada law provide for such a mechanism when determining an award of a reasonable fee to the prevailing party. It is not necessary, in applying the Brunzell factors, to make findings as to the party that prevailed on each and every motion and objection. Instead, the appropriate analysis is to consider

the work performed and the result achieved as a whole and award a reasonable fee to the prevailing party in the light of the totality of the litigation before the Arbitrator. As set forth above, consideration under the fourth Brunzell factor is given to the fact that Claimant prevailed on an overwhelming majority of the issues presented for consideration during the Arbitration, even if Respondent prevailed on some motions during the course of the proceedings.

Claimant has requested an award of fees in the amount of 444,225.00 incurred by two separate law firms. The Amended Affidavit of Attorney Fees submitted by James E. Shapiro, Esq., requests fees in the amount of $313,985.00, over sixty percent of which was billed by Mr. Shapiro's associate attorney, Aimee M. Cannon, Esq. The Supplemental Affidavit of Attorney Fees For Douglas D. Gerrard, Esq., on Claimant's behalf requests fees in the amount of $137,610.00. Although Mr. Gerrard appeared to serve as lead counsel during the Arbitration Hearing, his fees, though billed at a higher rate than Mr. Shapiro and Ms. Cannon, account for just over thirty percent of the total fees requested on behalf of Claimant. The hourly rates for all of the Claimant's attorneys are reasonable and customary.

Given all of the foregoing, and in consideration of the Brunzell factors set forth above, and having considered the arguments of counsel, the briefs submitted by the parties and any issues of potential duplication of efforts among counsel, it is the determination of the Arbitrator that Claimant shall be awarded a reasonable attorney fee as the prevailing party in the amount of $300,000.00.

B. Costs

Claimant has submitted an Amended Verified Memorandum of Costs and Disbursements, verified by counsel, seeking reimbursement of costs in the total amount of $155,644.84. The

attached verification shows that the costs have been necessarily incurred. See, Cadle Co. v. Woods & Erickson, LLP, 131 Nev. 114, 120, 345 P.3d 1049 (2015).

The largest component of Claimant's costs are the fees for expert witnesses involved in testifying and preparing reports in preparation for the Arbitration Hearing. Respondent has cited to NRS 18.005(5), which allows for a maximum of $1,500.00 for recoverable expert witness costs, unless it is determined that a larger fee is necessary. First, it must be noted that costs are recoverable under the OA provision, not solely pursuant to NRS 18.005. Section 14.1 of the OA does not place a limit on recoverable expert fees. Second, Respondent does not dispute that a Claimant's expert Wilcox (through his firm, Eide Bailly) was entitled to a fee in excess of the limit set forth in 18.005 (see, Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorneys' Fees and Costs, p. 10). Finally, after reviewing the billing statements, it is the determination of the Arbitrator that a fee in excess of $1,500.00 is warranted and recoverable.

Based on all of the information provided, the Arbitrator hereby determines that Respondent is entitled to recover costs in the amount of $155,644.84, as follows:

• Runner / Process Service Fees	$100.65
• Copy costs	$1,342.00
• Research / Lexis Nexis	$181.15
• AT&T Teleconference Line Charges	$46.20
• Deposition / Transcript Fees	$17,885.25
• JAMS Fees	$41,208.29
• Expert Witness Fees	$94,881.30
	$155,644.84

VI. Conclusion

Based upon all of the foregoing, the pleadings and papers on file herein, the evidence presented at the Hearing, the applicable law and all arguments of counsel, the Arbitrator hereby:

- FINDS IN FAVOR OF RESPONDENT on the issue of Respondent's alleged failure to tender;
- FINDS IN FAVOR OF CLAIMANT on the interpretation of the Preferred Allocation as contained in Exhibit B of the Operating Agreement, as set forth more fully herein;
- FINDS IN FAVOR OF CLAIMANT on the interpretation of the formula in Section 4.2 of the Operating Agreement, such that the applicable purchase price for Claimant's interest in GVC is $1,889,010.50;
- FINDS IN FAVOR OF CLAIMANT on the effective date of the transaction, such that the effective date is NOT deemed to be September of 2017 but shall occur pursuant to Judge Haberfeld's prior Award after the conclusion of the appellate process;
- FINDS IN FAVOR OF CLAIMANT as to paragraphs B, C, D, F, and H as contained within the Counterclaim set forth in Respondent's Fourth Amended Answer and Counterclaim to Bidsal's First Amended Demand, filed on or about February 19, 2021;
- Awards Attorneys' Fees to Claimant pursuant to Section 14.1 of the GVC Operating Agreement and Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), in the amount of $300,000.00;
- Awards Costs to Claimant pursuant to Section 14.1 of the GVC Operating Agreement in the amount of $155,644.84.

Dated: March 12, 2022

Hon. David T. Wall (Ret.)
Arbitrator

EXHIBIT 122

APPENDIX (PX)000330

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

BC SB

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

BG

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

(a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;

(b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;

(c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;

(e) Unless contained in the Articles of Organization, a writing setting out:

(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

(ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;

(iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and

(iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.

(f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.

(g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

Section 04 Inspection of Records.

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

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

Article III.
MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

BG PP

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

BG+B

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

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

(A) Alter the Preferred Allocations provided for in ***Exhibit "B"***;

(B) Agree to continue the business of the Company after a Dissolution Event;

(C) Approve any loan to any Manager or any guarantee of a Manager's obligations; and

(D) Authorize or approve a fundamental change in the business of the Company.

(E) Approve a sale of substantially all of the assets of the Company.

(F) Approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

.

.

Section 14. Deadlock.

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

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

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

BG SB

(a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding $ 20,000;

(b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;

(c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.

(d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.

(e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;

(f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;

(g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and

(h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

BG JD

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

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

BG

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

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

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

(FMV – COP) x 0.5 plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

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

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

(FMV – COP) x0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

BG JB

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

BG

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

(a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;

(b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) Satisfies any other reasonable requirements imposed by the Management.

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

Article VII.
AMENDMENTS

BG 10

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

Article VIII.
COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES

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

Section 01 Title to Company Property.

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

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

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

BG

Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

B.G.

JB

d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

BG PB

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

l. Tax Provisions.

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

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

BG
PB

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

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

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

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

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

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

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

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

BG BB

ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

BG

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

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

ARTICLE XIII

Preparation of Agreement.

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

(A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and

(B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and

(C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and

(D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and

(E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and

(F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

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

B C
SB

Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____

Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

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

5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.

5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.

5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.

5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.

5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

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

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

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

5.3 **Tax Status and Returns**.

5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.

5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations there under, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax Matters

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

BG FB

EXHIBIT B

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

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

BC

SB

Electronically Filed
6/22/2022 2:49 PM
Steven D. Grierson
CLERK OF THE COURT

APEN
Louis Garfinkel, Esq.
Nevada Bar No. 3416
REISMAN SOROKAC
8965 South Eastern Ave, Suite 382
Las Vegas, Nevada 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: Lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California limited liability company, Movant (Respondent in arbitration) vs. SHAWN BIDSAL, an individual, Respondent (Claimant in arbitration).	Case No. A-22-854413-J Dept. No. 23 **APPENDIX TO MOVANT CLA PROPERTIES, LLC'S MOTION TO VACATE ARBITRATION AWARD (NRS 38.241) AND FOR ENTRY OF JUDGMENT (VOLUME 1 OF 18)**

Movant CLA Properties, LLC ("CLA"), hereby submits its Appendix in Support of its Motion to Vacate Arbitration Award pursuant to NRS 38.241 and for Entry of Judgment.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

NOTE REGARDING INCORRECT INDEX

Appellant CLA's motion to vacate the arbitration award (1A.App. 1), was accompanied by an 18-volume appendix. Each volume contained an index. Unfortunately, the index to the motion appendix contained errors regarding some volume and page numbers.

Under NRAP 30(g)(1), an appeal appendix for the Nevada appellate court must contain correct copies of papers in the district court file. CLA is complying with that rule, providing this court with exact duplicate copies of all 18 appendix volumes that were filed in the district court with the motion to vacate the arbitration award. These district court volumes all contained the incorrect index that was filed with each volume of the motion appendix.

To assist this court on appeal, CLA has now prepared a corrected index showing correct volume and page numbers for the appendix that was filed in the district court with the motion to vacate. The corrected index is attached as an addendum to CLA's opening brief. And the present note is being placed in the appeal appendix immediately before the incorrect index that was contained in each volume of the motion appendix filed in the district court.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

OPERATIVE PLEADINGS

App.	PART	EX. No.	DATE	DESCRIPTION
000013	1	101	02/07/20	JAMS Arbitration Demand Form
000048	1	102	03/02/20	Commencement of Arbitration
000064	1	103	03/04/20	Respondent's Answer and Counter-Claim
000093	1	104	04/30/20	Scheduling Order
000099	1	105	05/19/20	Bidsal's Answer to Counter-Claim
000105	1	106	08/03/20	Notice of Hearing for Feb. 17 thru 19, 2021
000110	1	107	10/20/20	Notice of Hearing for Feb. 17 thru 19, 2021
000114	1	108	11/02/20	Bidsal's 1st Amended Demand for Arbitration
000118	1	109	01/19/21	Respondent's 4th Amended Answer and Counter-Claim to Bidsal's 1st Amended Demand
000129	1	110	03/05/21	Bidsal's Answer to 4th Amended Counter-Claim
000135	1	111	04/29/21	Notice of Hearing for June 25, 2021
000141	1	112	08/09/21	Notice of Hearing for Sept. 29 thru 30, 2021

FINAL AWARD
Jams Arbitration No.: 1260044569

App.	PART	EX. No.	DATE	DESCRIPTION
000147	2	113	04/05/19	Final Award - Stephen E. Haberfeld, Arbitrator

ORDERS
District Court Clark County, Nevada
Case No.: A-19-795188-P

App.	PART	EX. No.	DATE	DESCRIPTION
000169	2	114	12/05/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counter-petition to Vacate the Arbitrator's Award - Joanna S. Kishner, Nevada District Court Judge
000180	2	115	12/16/19	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award

FINAL AWARD
JAMS Arbitration No.: 1260005736

App.	PART	EX. No.	DATE	DESCRIPTION
000195	2	116	10/20/21	Interim Award – Hon. David T. Wall (Ret.), Arbitrator
000223	2	117	03/12/22	Final Award – Hon. David T. Wall (Ret.), Arbitrator

EXHIBITS

App.	PART	EX. No.	DATE	DESCRIPTION *[Parenthetical number* **(_)** *is exhibit identification at arbitration hearing]*	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] **(1)**	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] **(2)**	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] **(3)**	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] **(4)**	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] **(5)**	03/17/21	
000360	3	123	11/29/11 - 12/12/11	Emails Regarding Execution of GVC OPAG [DL00 323, 351, 353, and CLAARB2 000044] **(6)**	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] **(7)**	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] **(8)**	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] **(9)**	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] **(10)**	03/17/21	
000472	3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] **(12)**	03/17/21	
000490	3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] **(13)**	03/17/21	
000493	3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] **(14)**	03/17/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] **(15)**	03/17/21	
000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] **(16)**	03/17/21	
000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] **(17)**	03/17/21	
000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] **(18)**	03/17/21	
000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] **(19)**	03/17/21	
000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] (20)	03/17/21	
000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] **(21)**	03/17/21	
000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] **(22)**	03/17/21	
000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] **(23)**	03/17/21	
000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] **(24)**	03/17/21	
000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] **(25)**	03/17/21	
000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] **(26)**	03/17/21	
000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] **(27)**	03/17/21	
000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] **(28)**	03/17/21	
000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] **(29)**	03/17/21	
000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] **(30)**	03/17/21	
000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] **(31)**	03/17/21	
000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] **(32)**	03/17/21	
000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] **(33)**	03/17/21	
000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] **(34)**	03/17/21	
000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] **(35)**	03/17/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

000900	3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] **(36)**	03/17/21	
000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] **(37)**	03/17/21	
000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] **(38)**	03/17/21	
000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] **(39)**	04/26/21	
000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] **(40)**	04/26/21	
000930	3	157	06/22/20	CLA Responses to Interrogatories **(43)**	03/17/21	
000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] **(50)**	03/19/21	
001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] **(52)**	03/19/21	
001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] **(56)**	03/19/21	
001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] **(57)**	03/19/21	
001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] **(58)**	03/19/21	
001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 **(67)**	04/26/21	
001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) **(84)**	03/19/21	
001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] **(85)**	03/19/21	
001750	3	166	05/29/11	CLA Payment of $404,250.00 [CLAARB2 000820] **(87)**	03/19/21	
001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARRB2 000352 – 000379] **(88)**		03/17/21
001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] **(91)**	03/17/21	
001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] **(95)**	03/19/21	
001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] **(97)**	04/26/21	
001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Blub 2012 accounting [CLAARB2 001554]		
001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				[CLAARB2 002086]		
001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] **(111)**	03/19/21	
001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] **(112)**	04/26/21	
001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] **(114)**	04/26/21	
001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] **(117)**	04/26/21	
001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] **(118)**	03/19/21	
001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] **(123)**	04/26/21	
001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] **(125)**	04/26/21	
001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] **(126)**		
001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] **(136)**	03/19/21	
001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] **(137)**	03/19/21	
001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] **(139)**	03/19/21	
001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] **(153)**	03/19/21	
001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] **(164)**	03/19/21	
001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] **(165)**	03/19/21	
001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] **(166)**	03/19/21	
001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] **(180)**	04/26/21	
001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] **(184)**	03/19/21	
001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] **(188)**	03/19/21	
001950	3	191	01/09/20	Notice of Appeal [N/A] **(189)**	03/19/21	
001953	3	192	01/09/20	Case Appeal Statement [N/A] **(190)**	03/19/21	
001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] **(191)**	03/19/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] **(192)**	03/19/21	
002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] **(193)**	03/19/21	
002134	3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) **(198)**	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) **(200)**	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules **(201)**	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) **(202)**	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown **(206)**	04/27/21	

Motion to Replace Bidsal as Manager

App.	PART	EX. No.	DATE	DESCRIPTION
002219	4	201	05/20/20	Respondent's Motion to Resolve Member Dispute (Replace Manager)
002332	4	202	06/10/20	Claimant's Opposition Respondent's Motion to Resolve Member Dispute
002927	4	203	06/17/20	Claimant's Request For Oral Arguments re. Respondent's Motion to Resolve Member Dispute
002930	4	204	06/24/20	Respondent's Reply MPA's ISO Motion to Resolve Member Dispute
002951	4	205	07/07/20	Claimant's Supplement to Opposition to Respondent's Motion to Resolve Member Dispute
002965	4	206	07/13/20	Respondent's Supplement to Motion to Resolve Member Dispute
002985	4	207	07/20/20	Order On MTC and Amended Scheduling Order

"First Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
002993	5	208	07/16/20	Respondent's Motion To Compel Answers to First set of ROGS
003051	5	209	07/16/20	Exhibits to Respondent's Motion to Compel Answers to First set of ROGS

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

003091	5	210	07/24/20	Claimant's Opp. to MTC ANS to 1st Set of ROGS and Countermotion to Stay Proceedings
003215	5	211	07/27/20	Respondent's Reply Re MTC
003223	5	212	07/28/20	Respondent's Reply ISO MTC and Opp. to Countermotion to Stay Proceedings
003248	5	213	08/03/20	Order on Respondents Motion To Compel and Amended Scheduling Order

Motion No. 3

App.	PART	EX. No.	DATE	DESCRIPTION
003253	5	214	06/25/20	Claimant's Emergency Motion To Quash Subpoenas and for Protective Order
003283	5	215	06/29/20	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003295	5	216	06/30/20	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003298	5	217	07/20/20	Order on Pending Motions

"Second Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003306	6	218	10/07/20	Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003362	6	219	10/19/20	Lewin-Shapiro Email Chain
003365	6	220	10/19/20	Claimant's Opposition to Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003375	6	221	10/22/20	Respondent's Reply to Opposition to MTC Further Responses to First Set of ROGS to Claimant and for POD
003396	6	222	11/09/20	Order on Respondent's MTC Further Responses To First Set of ROGS to Claimant and for POD

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

003403	7	223	11/05/20	Respondent's MTC Proceedings
003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

"Motion for Leave to Amend"

App.	PART	EX. No.	DATE	DESCRIPTION
003415	8	225	01/19/21	Letter to Wall requesting Leave to Amend
003422	8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
003433	8	227	01/29/21	Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
003478	8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
003482	8	229	02/04/21	Order on Respondent's Pending Motions

"Main Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003489	9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
003539	9	231	01/29/21	Claimant's Opposition to Main deposition
003775	9	232	02/01/21	Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
003778	9	233	02/03/21	Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
003784	9	234	02/04/21	Order on Respondent's Pending Motions

"Motion for Orders"

App.	PART	EX. No.	DATE	DESCRIPTION
003791	10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
003834	10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With Keys to All of Green Valley Properties; And (3) Prohibiting Distributions to The Members Until The Sale of The Membership Interest In Issue In This Arbitration is Consummated and the Membership Interest is Conveyed
003941	10	237	02/22/21	Ruling

"Motion in Limine - Taxes"

App.	PART	EX. No.	DATE	DESCRIPTION
003948	11	238	03/05/21	CLA MIL re. Taxes
003955	11	239	03/11/21	Claimant's Opposition to CLA's MIL Regarding Bidsal's Evidence Re Taxes
003962	11	240	03/17/21	Ruling – Arbitration Day 1 03/17/2021, p. 11

"Motion in Limine - Tender"

App.	PART	EX. No.	DATE	DESCRIPTION
003964	12	241	03/05/21	CLA's Motion in Limine Re Failure to Tender
004062	12	242	03/11/21	Claimant's Opposition to MIL and Failure to Tender
004087	12	243	03/12/21	CLA's Reply to Opposition to MIL Re Failure to Tender
004163	12	244	03/17/21	Ruling – Arbitration Day 1 - 03/17/2021, pp. 15 - 17

"Motion to Withdraw Exhibit"

App.	PART	EX. No.	DATE	DESCRIPTION
004167	13	245	03/26/21	Motion to Withdrawal Exhibit 188
004170	13	246	03/31/21	Claimant's Opposition to CLA's Motion To Withdraw Exhibit 188
004172	13	247	03/31/21	CLA's Reply Re Motion To Withdraw Exhibit 188
004175	13	248	04/05/21	Order on CLA's Motion To Withdraw Exhibit 188

"LeGrand Motion"

App.	PART	EX. No.	DATE	DESCRIPTION

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	14	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	14	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	14	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	14	253	09/10/21	Order Regarding Testimony of David LeGrand

Motion re. Attorney's Fees

App.	PART	EX. No.	DATE	DESCRIPTION
004324	15	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	15	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	15	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	15	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	15	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	15	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	15	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	15	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

TRANSCRIPTS

App.	PART	EX. No.	DATE	DESCRIPTION
004772	16	262	05/08/18	Transcript of Proceedings - Honorable Stephen E. Haberfeld Volume I Las Vegas, Nevada May 8, 2018
004994	16	263	05/09/18	Transcript of Proceedings - Honorable Stephen E.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	16	264	03/17/21	Arbitration Hearing Transcript
005660	16	265	03/18/21	Arbitration Hearing Transcript
006048	16	266	03/19/21	Arbitration Hearing Transcript
006505	16	267	04/26/21	Arbitration Hearing Transcript
006824	16	268	04/27/21	Arbitration Hearing Transcript
007052	16	269	06/25/21	Arbitration Hearing Transcript
007104	16	270	08/05/21	Arbitration Hearing Transcript
007225	16	271	09/29/21	Arbitration Hearing Transcript
007477	16	272	01/05/22	Arbitration Hearing Transcript
007508	16	273	02/28/22	Arbitration Hearing Transcript

OTHER

App.	PART	EX. No.	DATE	DESCRIPTION
007553	17	274	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – *(Case No. A-19-795188-P, District Court, Clark County, NV)*
007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief *(Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV)*
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, *Order of Affirmance*, unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
8965 S. Eastern Avenue, Suite 382
Las Vegas, NV 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties LLC

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

EXHIBIT 101

Demand for Arbitration Form

Instructions for Submittal of Arbitration to JAMS

INSTRUCTIONS

Please submit this form to your local JAMS Resolution Center. Once the below items are received, a JAMS professional will contact all parties to commence and coordinate the arbitration process, including the appointment of an arbitrator and scheduling a hearing date.

1-800-352-JAMS
www.jamsadr.com

If you wish to proceed with an arbitration by executing and serving a Demand for Arbitration on the appropriate party, please submit the following items to JAMS with the requested number of copies:

A. **Demand for Arbitration** *(2 copies)*

B. **Proof of service of the Demand on the appropriate party** *(2 copies)*

C. **Entire contract containing the arbitration clause** *(2 copies)*
- *To the extent there are any court orders or stipulations relevant to this arbitration demand, e.g. an order compelling arbitration, please also include two copies.*

D. **Administrative Fees**
- *For two-party matters, the Filing Fee is $1,750. For matters involving three or more parties, the filing fee is $3,000. The entire Filing Fee must be paid in full to expedite the commencement of the proceedings. Thereafter, a Case Management Fee of 12% will be assessed against all Professional Fees, including time spent for hearings, pre- and post-hearing reading and research and award preparation. JAMS also charges a $1,750 filing fee for counterclaims. For matters involving consumers, the consumer is only required to pay $250. See JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses. For matters based on a clause or agreement that is required as a condition of employment, the employee is only required to pay $400. See JAMS Policy on Employment Arbitrations, Minimum Standards of Fairness. JAMS may apply its Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.*

- *A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the filing fee is non-refundable.*

Once completed, please submit to your local JAMS Resolution Center.
Resolution Center locations can be found on the JAMS website at: http://www.jamsadr.com/locations/.

APPENDIX (PX)000013

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

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

Add more respondents on **page 6**.

RESPONDENT NAME	CLA Properties, LLC
ADDRESS	2801 South Main Street
CITY	Los Angeles
STATE	CA
ZIP	90007
PHONE	213-718-2416
FAX	
EMAIL	bengo17@yahoo.com

RESPONDENT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	Louis E. Garfinkel, Esq.
FIRM/ COMPANY	Levine & Garinkel
ADDRESS	1671 W. Horizon Rdge Pkwy., Suite 230
CITY	Henderson
STATE	NV
ZIP	89012
PHONE	702-673-1612
FAX	702-735-2198
EMAIL	LGarfinkel@lgealaw.com

FROM CLAIMANT

Add more claimants on **page 7**.

CLAIMANT NAME	Shawn Bidsal
ADDRESS	14309 Sherman Way Boulevard, Suite 201
CITY	Van Nuys
STATE	CA
ZIP	91405
PHONE	818-901-8800
FAX	
EMAIL	wcico@yahoo.com

CLAIMANT'S REPRESENTATIVE OR ATTORNEY (IF KNOWN)

REPRESENTATIVE/ATTORNEY	James E. Shapiro, Esq.
FIRM/ COMPANY	Smith & Shapiro, PLLC
ADDRESS	3333 E. Serene Ave., Suite 130
CITY	Henderson
STATE	NV
ZIP	89074
PHONE	702-318-50333
FAX	702-318-5034
EMAIL	jshapiro@smithshapiro.com

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

MEDIATION IN ADVANCE OF THE ARBITRATION

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

NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT

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

Claimant and Respondent are the sole members of Green Valley Commerce, LLC, a Nevada limited liability company, each with a 50% membership interest.

Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company.

AMOUNT IN CONTROVERSY (US DOLLARS) This is the dispute

APPENDIX (PX)000015

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

ARBITRATION AGREEMENT

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

ARBITRATION PROVISION LOCATION

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

"Dispute Resolution. ... [A]ny controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S. C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party...."

RESPONSE

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

REQUEST FOR HEARING

REQUESTED LOCATION Las Vegas, Nevada

ELECTION FOR EXPEDITED PROCEDURES (IF COMPREHENSIVE RULES APPLY)

*See: **Comprehensive Rule 16.1***

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

SUBMISSION INFORMATION

SIGNATURE S Bidsal **DATE** 02/07/2020

NAME (PRINT/TYPED) Shawn Bidsal

Demand for Arbitration Form (continued)

Instructions for Submittal of Arbitration to JAMS

Completion of this section is required for all consumer or employment claims.

CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by *California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e)*, as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

☐ YES, this **is** a CONSUMER ARBITRATION.

☑ NO, this **is not** a CONSUMER ARBITRATION.

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

NOTE: JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter. In addition, JAMS may treat a matter as a consumer matter and apply the Employment Minimum Standards where an individual claims to have been misclassified as an independent contractor or otherwise improperly placed into a category other than employee or applicant for employment.

EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

☐ **Less than $100,000** ☐ **$100,000 to $250,000** ☐ **More than $250,000** ☐ **Decline to State**

WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Shawn Bidsal v. CLA Properties

I, Danielle Amerio, am not a party to the pending dispute, do hereby declare that on February 7, 2020, I served the Demand for Arbitration, along with a copy of all attachments thereto, by emailing a copy to the email addresses identified below and by depositing a true and correct copy thereof in a sealed envelope with postage fully prepaid, in the United States mail, in Henderson, Nevada, addressed as follows:

Rodney T. Lewin, Esq.
8665 Wilshire Blvd., Suite 210
Beverly Hills, CA 90211
rod@rtlewin.com

Louis E. Garfinkel, Esq.
Levine & Garinkel
1671 W. Horizon Rdge Pkwy., Suite 230
Henderson, NV 89012
lgarfinkel@lgealaw.com

I declare under penalty of perjury the forgoing to be true and correct. Executed in Henderson, Nevada, on February 7, 2020.

Danielle Amerio

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

BG FB

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

BG

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

(a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;

(b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;

(c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;

(e) Unless contained in the Articles of Organization, a writing setting out:

(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

(ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;

(iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and

(iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.

(f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.

(g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

Section 04 Inspection of Records.

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

BG PB

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

Article III.
MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

BG PB

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

BG PB

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

BG FB

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

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

(A) Alter the Preferred Allocations provided for in ***Exhibit "B"***;

(B) Agree to continue the business of the Company after a Dissolution Event;

(C) Approve any loan to any Manager or any guarantee of a Manager's obligations; and

(D) Authorize or approve a fundamental change in the business of the Company.

(E) Approve a sale of substantially all of the assets of the Company.

(F) Approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

Section 14. Deadlock.

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

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

1A.App.112

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

BG SB

(a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding $ 20,000;

(b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;

(c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.

(d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.

(e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;

(f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;

(g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and

(h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

BG JD

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

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

BG

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

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

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

(FMV – COP) x 0.5 plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.

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

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

(FMV – COP) x0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

BG TB

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

BG

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

(a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;

(b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(c) Satisfies any other reasonable requirements imposed by the Management.

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

Article VII.
AMENDMENTS

BG 10

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

Article VIII.
COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES

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

Section 01 Title to Company Property.

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

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

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

BG

Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

B.G.

JP

d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

BG

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

l. Tax Provisions.

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

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

BC
PB

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

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

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

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

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

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

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

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

BC fB

ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

BG JB

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

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

ARTICLE XIII

Preparation of Agreement.

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

(A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and

(B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and

(C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and

(D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and

(E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and

(F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

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

BG
SD

Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____

Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

BG PB

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

BG

1A.App.128

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

5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

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

5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.

5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.

5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.

5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.

5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

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

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

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

5.3 **Tax Status and Returns**.

5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.

5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations there under, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax Matters

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

BG FB

EXHIBIT B

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

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

BC

FB

EXHIBIT 102

COMMENCEMENT OF ARBITRATION

NOTICE TO ALL PARTIES

March 2, 2020

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
JAMS Ref. No. : 1260005736

Dear Parties:

This confirms the commencement of this arbitration as of the date of this letter. This arbitration shall be conducted in accordance with JAMS Comprehensive Rules 2014 Expedited Procedures. Pursuant to the rules, no party may have *ex parte* communication with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

All arbitrations at JAMS are conducted in accordance with the attached Arbitration Administrative Policies regarding payment of fees, document retention, and limitations of liability. Due to the nature of its business and size, JAMS may have administered other matters involving the parties, lawyers, or law firms in this case. Enclosed is a summary of such cases administered within the last 5 years.

The parties are encouraged to mutually agree to an Arbitrator. If the parties are unable to mutually agree to an Arbitrator, then using the following list of Arbitrator candidates, each party may strike 2 name(s) and rank the remaining candidates in order of preference. The deadline for return of your strike list is close of business on **March 9, 2020** [Note: Strike lists should not be exchanged amongst the parties.]:

Floyd A. Hale, Esq.
Hon. Carl (Bill) W. Hoffman, Jr. (Ret.)
Eleissa C. Lavelle, Esq.
David Lee, Esq.
Hon. Peggy A. Leen (Ret.)
Hon. Philip Pro (Ret.)
Hon. David T. Wall (Ret.)

Résumés and rules are available on our website, www.jamsadr.com, or by contacting me.

If a party fails to respond to the list of Arbitrator candidates by the deadline, that party shall be deemed agreeable to all the proposed candidates. JAMS will then confirm the appointment of the Arbitrator and begin scheduling. If the parties are unable to agree on a date and time, the Arbitrator shall determine those issues.

The Arbitrator shall bill in accordance with the attached Fee Schedule. Each party will be assessed a pro-rata

share of JAMS fees and expenses, unless JAMS is notified otherwise by the Arbitrator or parties. JAMS will also administer the case consistent with JAMS Cancellation/Continuance policy. Pursuant to this policy, any party who cancels or continues a hearing after the deadline to do so will be responsible for 100% of the professional fees for the reserved and unused time unless we can fill the time with another matter.

Out of State Attorneys in California Arbitrations, please note:

The California legislature, effective January 1, 2007, has changed the process by which out-of-state attorneys may participate in non-judicial arbitrations occurring in California. See www.calbar.ca.gov for requirements.

JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in arbitration.

Contact me at 702-835-7804 or dholloman@jamsadr.com if you have questions. We look forward to working with you.

Sincerely,

Debbie K. Holloman
Case Manager
dholloman@jamsadr.com

Enclosures

JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancellation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties that have not paid remain liable for such fees. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.

JAMS Commencement Disclosure (MKT016I)

Bidsal, Shawn vs. CLA Properties, LLC

JAMS administers approximately 15,000 cases per year. This report lists the numbers of cases JAMS has administered in the last five years involving any party, lawyer, or law firm in the present case. "Administered" means any case in which JAMS received a payment, regardless of which party (or parties) remitted payment. The numbers below do not include the present case. All branches of law firms are included. JAMS has approximately 400 neutrals on its panel, and a little over one quarter of JAMS neutrals have an ownership share in the company. Each owner has one share.

Owners are not privy to information regarding the number of cases or revenue related to cases assigned to other panelists. No shareholder's distribution has ever exceeded 0.1% of JAMS total revenue in a given year. Shareholders are not informed about how their profit distributions are impacted by any particular client, lawyer or law firm and shareholders do not receive credit for the creation or retention of client relationships. JAMS typically serves this report on the parties at the commencement of a JAMS matter. This report is not provided to JAMS' neutrals and will not be provided to the neutral eventually selected for this matter. JAMS neutrals are not informed about matters handled by other neutrals and are not privy to the numbers of matters involving any particular company, lawyer or law firm other than matters in which they have previously served as a neutral.

Once appointed in this case, the neutral will issue his or her own required disclosures.

Reference #: 1260005736 03/02/2015 - 03/02/2020

Claimant(s)

Shawn Bidsal

No Address Listed

Cases heard with Shawn Bidsal

Arbitration

- Arbitration(s) - Closed cases 1

APPENDIX (PX)000051

JAMS Commencement Disclosure (MKT016I)

Bidsal, Shawn vs. CLA Properties, LLC

Reference #: 1260005736 03/02/2015 - 03/02/2020

Counsel for Claimant

James E. Shapiro
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074

Cases heard with James E. Shapiro

Arbitration

- Arbitration(s) - Closed cases 2

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 8

Cases heard with Smith & Shapiro

Arbitration

- Arbitration(s) - Closed cases 2

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 9

APPENDIX (PX)000052

JAMS Commencement Disclosure (MKT016I)

Bidsal, Shawn vs. CLA Properties, LLC

Reference #: 1260005736 03/02/2015 - 03/02/2020

Counsel for Defendant

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

Cases heard with Rodney T. Lewin

Arbitration

- Arbitration(s) - Closed cases 2

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 3

Cases heard with L/O Rodney T. Lewin

Arbitration

- Arbitration(s) - Closed cases 2

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 3

Respondent(s)

CLA Properties, LLC
No Address Listed

Cases heard with CLA Properties, LLC

Arbitration

- Arbitration(s) - Closed cases 1

APPENDIX (PX)000053

JAMS Commencement Disclosure (MKT016I)

Bidsal, Shawn vs. CLA Properties, LLC

Reference #: 1260005736 03/02/2015 - 03/02/2020

Counsel for Respondent

Louis E. Garfinkel
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012

Cases heard with Louis E. Garfinkel

Arbitration

- Arbitration(s) - Closed cases 2

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 1
- Mediation(s) - Open cases 1

Cases heard with Levine Garfinkel & Eckersley

Arbitration

- Arbitration(s) - Closed cases 2
- Arbitration(s) - Open cases 1

Mediations\Neutral Analysis\Other

- Mediation(s) - Closed cases 3
- Mediation(s) - Open cases 1

General Fee Schedule

Floyd A. Hale, Esq.

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

Hon. Bill Hoffman, Jr. (Ret.)

PROFESSIONAL FEES

$500 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $500 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

Eleissa C. Lavelle, Esq.

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 to 4 days	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

David Lee, Esq.

PROFESSIONAL FEES

$550 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $550 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

Hon. Peggy A. Leen (Ret.)

PROFESSIONAL FEES

$500 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $500 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	45 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

Hon. Philip Pro (Ret.)

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	45 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

General Fee Schedule

Hon. David T. Wall (Ret.)

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Debbie Holloman, not a party to the within action, hereby declare that on March 02, 2020, I served the attached COMMENCEMENT OFARBITRATION, JAMS Arbitration Administrative Policies; JAMS Commencement Disclosure Report and Fee Schedules on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Las Vegas, NEVADA, addressed as follows:

James E. Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012
Phone: 702-217-1709
lgarfinkel@lgealaw.com
Parties Represented:
CLA Properties, LLC

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on March 02, 2020.

Debbie Holloman
dholloman@jamsadr.com

APPENDIX (PX)000062

EXHIBIT 103

Rodney T. Lewin, CAL.SBN. 71664
Law Offices of Rodney T. Lewin, APC
A Professional Corporation
8665 Wilshire Boulevard, Suite 210
Beverly Hills, California 90211
(310) 659-6771

Louis E. Garfinkel, NBN No. 3416
Levine, Garfinkel & Eckersley
Levine Garfinkel & Eckersley
8880 W. Sunset Road, Suite 390
Las Vegas, Nevada 89148
(702) 673-1612
Attorneys for Respondent

SHAWN BIDSAL, an individual,

Claimant,

v.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

JAMS Ref. No. 1260005736

RESPONDENT'S ANSWER AND COUNTER-CLAIM

Respondent CLA Properties, LLC ("CLA") answers the Claim made by Claimant Shawn Bidsal ("Bidsal") and counter-claims as follows:

1. All of the matters raised in the Claim and in this Answer and Counterclaim arise out of, refer to, and are governed the Operating Agreement for Green Valley Commerce, LLC ("Green Valley ") and in particular by Section 4 of Article V ("Section 4") made an exhibit to the Claim dealing with one Member of Green Valley buying out the other (the parties here being the sole such members). It is in all respects a continuation of the claim in Arbitration No. 1260004569 which likewise was concerned solely with that same section regarding which the award was made on April 5, 2019 ("Award") by Arbitrator Stephen E. Haberfeld, a copy of which is affixed

hereto which has been confirmed as a judgment (the "Judgment"), which Mr. Bidsal has appealed. Having this matter heard by anyone other than Judge Haberfeld would be a waste of judicial resources because he alone of all possible arbitrators is thoroughly familiar with that section.

2. As stated starting on page 3 of the Award, "On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a 'best estimate' valuation of $5 million. On August 3, 2017 -- via timely Section 4 Notice, in response to Mr. Bidsal's July 7 offer -- CLA elected to buy rather than sell a 50% Green Valley membership interest -- i.e., Mr. Bidsal's -- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017 -- response to CLA's election -- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the 'FMV' portion of Section 4 formula for determining price must be determined by an appraisal." The sale of Mr. Bidsal's interest should have closed within 30 days of CLA's election to buy and would have but for Mr. Bidsal's refusal to consummate the purchase in breach of the Operating Agreement.

3. As stated in paragraph C on page 11 of the Award, "There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest... if CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula." That parallels the comment in footnote 3 on page 4 of the Award that, "The formula in Section 4 for determining price is stated twice."

4. Therefore, CLA denies the assertion in the Claim here that there is any legitimate disagreement relating to the proper accounting to determine the price, before offsets, for the purchase of membership interest by one member from another because it is set forth in Section 4.

F:\7157\Arbitration\Bidsal 02.07.2020\respondent answer and counterclaim.030420.2.doc

As stated in footnote 3 on page 4 of the Award, the formula is "'**(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities.**" Section 4 defines FMV as Fair Market Value and as above stated that was determined to be the amount set by Mr. Bidsal in his July 7, 2017 offer. "COP" is defined as "Cost of Purchase" as specified in the escrow closing statement. There could be no legitimate dispute that that amount is other than Four Million Forty Nine Thousand Two Hundred Ninety Dollars ($4,049,290.00). While the Claim asserts disagreement regarding the capital accounts, it is set forth right within the Operating Agreement affixed to the Claim and there can be no legitimate dispute that Mr. Bidsal's capital contribution, at the time of the purchase was $1,250,000.00. That leaves only the element of "prorated liabilities." The Claim includes no contention that any such liabilities exist and in this respect is correct.

5. Lastly, the Claim asserts disagreement regarding "proper accounting of services each member provided to the company" as though there was supposed to be compensation for services provided. The illegitimacy of this assertion that any such compensation should be provided is exemplified by the fact that this is the first time any such mention has been made in the entire nine year history of operations of Green Valley Commerce, LLC, and CLA denies that Mr. Bidsal is entitled to any compensation for services.

6. CLA is entitled to an accounting of, and payment of, the distributions taken by Mr. Bidsal after the date that the sale of Mr. Bidsal's interest in Green Valley to CLA should have occurred (sometimes called "delay damages") which Mr. Bidsal delayed in breach of the Operating Agreement. After CLA elected to purchase Mr. Bidsal's interest, Mr. Bidsal diluted the value of the membership interest to be purchase by CLA by distributing to himself $500,500.00, all since September 2, 2017. It is clear from Section 4 that the closing date was to be thirty days after the "Remaining Member," here CLA, chose whether to buy or sell. Had Mr. Bidsal honored his contractual obligations under the Operating Agreement he would have not been entitled to any

F:\7157\Arbitration Bidsal 02.07.2020\respondent answer and counterclaim.030420.2.doc

distributions after the closing and should not benefit by delaying the closing of the transaction. CLA has been damaged by the amount of such distributions, plus interest. CLA further claims that no further distributions should be made to Mr. Bidsal during the pendency of his appeal of the arbitration award. What the closing date should have been should be established, and any damages or additional sums due to CLA by reason of Mr. Bidsal's delaying the closing should be established and awarded to CLA.

7. Green Valley owns two commercial properties (the "Properties"). CLA claims that after CLA elected to buy Mr. Bidal's interest in Green Valley, Mr. Bidsal, who had been managing the Properties, in breach of his fiduciary duties, mismanaged the Properties, including not properly maintaining or repairing the Properties, resulting in loss of rents, waste, and loss of value of the assets. Even though the Arbitration Award compels Mr. Bidsal to sell his membership interest in Green Valley he has refused to turn over management of the Properties. Further, notwithstanding the fact that the Operating Agreement provides that the owner of CLA, Ben Golshani, is a manager of Green Valley, Mr. Bidsal has deprived him of full access of the books and records of Green Valley to which CLA would be entitled even were Ben Golshani not a manager, e.g. online access to Green Valley's bank accounts, keys to the Properties owned by Green Valley for inspection by CLA or Ben Golshani, list of vendors and their contact information, and to communications relating to the Properties, and the management thereof including the repair, maintenance and leasing thereof. As a result thereof, and particularly given the Award and Judgment, and CLA's and Mr. Bidsal's relative current and future interest in Green Valley, Mr. Bidsal should be removed as manager of Green Valley, or at least from managing the Properties, and Ben Golshani should be allowed to take over management of Green Valley and the Properties, or alternatively an independent third party management company selected by Ben Golshani should be hired to manage the Properties.

8. In addition, the Award includes an award of attorney fees and costs in the amount of

F:\7157\Arbitration Bidsal 02.07.2020\respondent answer and counterclaim.030420.2.doc

1A.App.154

$298,500.00. The rate of interest under Nevada law, NRS Section 99.040 is 7.5% per annum. The interest would run from April 5, 2019. If Mr. Bidsal's appeal of the Judgment is denied, CLA's should be allowed to offset for the purchase price for Mr. Bidsal's interest in Green Valley in the amount of its damages, including the delay damages, and the fee award, plus interest to whatever CLA owes for purchasing Mr. Bidsal's Green Valley membership.

9. Under the Operating Agreement and Nevada law CLA is entitled to recover its attorneys fees and costs in connection with and arising from this proceeding as determined by the Arbitrator, including the cost of this arbitration and any fees and costs incurred in connection with the entering of the award as a judgment, the enforcement thereof and any appeal, all as determined by any Court confirming the award, or entering the judgment.

WHEREFORE, Respondent prays that this matter be referred to Judge Haberfeld for determination, for an award (i) denying any payment for supposed services rendered to Green Valley by either manager or owner, (ii) for an accounting and damages to CLA in an amount as proven, (iii) for an order that no further distributions be made to Mr. Bidsal pending the resolution of his appeal, (iv) for the removal of Mr. Bidsal as a manager of Green Valley, or alternatively as the manager of the Properties, or that a third party management company be employed to managed the Properties on behalf of Green Valley; (v) that if Mr. Bidsal's appeal is denied, the determination of the price to be paid for Mr. Bidsal's interest in Green Valley and that CLA be allowed to offset its damages and fee awards in the payment thereof, (vi) for attorney fees and cost, (viii) that either the Arbitrator retain jurisdiction to award further attorney fees and costs incurred to confirm the award and obtain judgment, to register judgment, to enforce judgment and to defend against any appeal except as estimate thereof was previously included in

F:\7157\Arbitration Bidsal 02.07.2020\respondent answer and counterclaim.030420.2.doc

1A.App.155

initial award or to award such attorneys fees and costs in the amounts later determined by a court of competent jurisdiction, and (ix) and for such other and further relief as may be appropriate .

Dated: March 4, 2020.

LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation

By _____
RODNEY T. LEWIN,
Attorneys for Respondent

F:\7157\Arbitration Bidsal 02.07.2020\respondent answer and counterclaim.030420.2.doc

1A.App.156

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On March 4, 2020, I served the foregoing document described as **RESPONDENT'S ANSWER AND COUNTER-CLAIM** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

James E. Shapiro, Esq.
Smith & Shapiro, PLLC
3333 E. Serene Ave., Site 130
Henderson, NV 89704
jshapiro@smithshapiro.com
(Via email only)

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

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

_X__ **VIA E-MAIL TO:** James E. Shapiro, Esq. (Jshapiro@smithshapiro.com)

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

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

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

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

Executed on March 4, 2020 at Beverly Hills, California.

Barbara Silver

Barbara Silver

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

/////

I
JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here[1] --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal').

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,[2]

---

[1] JAMS Comprehensive Arbitration Rule 11(b) provides as follows:
"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

[2] The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

1A.App.159

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

II
FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of $5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"[3] "in accordance with Article V, Section 4 of the Company's Operating Agreement."

III
"CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. $5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

---

[3] The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

1A.App.161

7. Despite conflicting testimony and impeachment on cross-examination on both sides,[4] the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,[5] in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

---

[4] Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth --- often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

[5] While not dispositive, per se, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

1A.App.162

10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/offeror member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

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

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,[6] the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

---

[6] Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

1A.App.164

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

> "Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?
> "A Yes.
> "Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?
> "A Yes.
> "Q And it was your understanding that they had both --- that was what they both had agreed to, right?
> "A Yes.
> *** ***
> "Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?
> "A That was what I intend when I put language like 'specific intent,' yes."
>
> 5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for $5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering $5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

1A.App.166

language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without $5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then $5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "**the** Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "**the**" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's $5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of $5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that $5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance. [7]

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only"[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at $5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

---

[7] Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. [8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's $5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's $5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.[8] CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

[8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

1A.App.170

raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

IV
ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

1A.App.171

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law[9] --- and has determined that CLA should be awarded $298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The $298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is $266,239.82.[10]

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is $52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is $6,295.00.

D. The aggregate of the sum of those amounts --- i.e., $324,773.49 -- should and will be reduced by $26,517.26, computed as follows: (1) $13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of $11,800.00), (2) $12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

---

[9] Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969)("Brunzell").

[10] The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to $266,239.92 from $249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) $1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion ---- the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of $12,000.00 from CLA's approximately $41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration --- especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."[11] --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

[11] Stokus v. Marsh, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a $5 million "FMV", did not have merit --- were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because --- while Mr. Lewin, was CLA's lead counsel --- he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision --- and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.[12] Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the $475/hr, with 42 years experience, and $395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of $375/hr for 30 years experience, were reasonable,[13] as were their billed hours of service, in the circumstances.[14] That is so notwithstanding the

---

[12] But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

[13] The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

[14] That is so, particularly after a pre-application downward adjustment of approximately $28,000 in the amount of CLA's billed attorneys' fees.

1A.App.174

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately $23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., $11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of $1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Bunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.[15]

/////

In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

[15] The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

1A.App.175

V
RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

2. Mr. Bidsal shall take nothing by his Counterclaim.

3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of $298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.

4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

/////

/////

/////

1A.App.176

6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.

Dated: April 5, 2019

STEPHEN E. HABERFELD
Arbitrator

1A.App.177

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: CLA Properties, LLC vs. Bidsal, Shawn
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

Louis E. Garfinkel Esq.
Levine Garfinkel Eckersley & Angioni
1671 W. Horizon Ridge Parkway
Suite 230
Henderson, NV 89102
Phone: 702-735-0451
lgarfinkel@lgkattorneys.com
Parties Represented:
CLA Properties, LLC

James E. Shapiro Esq.
Sheldon A. Herbert Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
sherbert@smithshapiro.com
Parties Represented:
Shawn Bidsal

Daniel Goodkin Esq.
Goodkin & Lynch
1875 Century Park East
Suite 1860
Los Angeles, CA 90067
Phone: 310-853-5730
dgoodkin@goodkinlynch.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.

Anne Lieu
alieu@jamsadr.com

EXHIBIT 104

HON. DAVID T. WALL (Ret.)
JAMS
3800 Howard Hughes Pkwy., 11th Floor
Las Vegas, NV 89169
Phone: (702) 457-5267
Fax: (702) 437-5267
Arbitrator

JAMS

BIDSAL, SHAWN, Claimant, v. CLA PROPERTIES, LLC, Respondents.	Ref. No. 1260005736 **REPORT OF PRELIMINARY ARBITRATION CONFERENCE AND SCHEDULING ORDER**

A Pre-Arbitration Conference was conducted telephonically in two sessions on April 16, 2020 and April 30, 2020. Participating were Arbitrator David T. Wall; James E. Shapiro Esq., and Douglas D. Gerrard, Esq., appearing for Claimant; Louis E. Garfinkel, Esq., and Rodney T. Lewin, Esq. appearing for Respondent.

This matter is in Arbitration based upon an Arbitration provision in Article III, Section 14.1 of an Operating Agreement for Green Valley Commerce, LLC, dated on or about June 15, 2011.

During the conference, the following have been agreed upon by counsel and are hereby ordered by the Arbitrator:

1. The Arbitration in this matter will be conducted in accordance with JAMS' Comprehensive Arbitration Rules. Although the Expedited Procedures pursuant to JAMS Comprehensive Rules 16.1 and 16.2 were selected in the Demand for Arbitration, the parties have agreed

to forego the use of the expedited procedures in favor of the Scheduling Order set forth below;

2. Although the Arbitration provision in the Operating Agreement provides that "no pre-arbitration discovery shall be permitted," the parties have agreed to permit discovery in this proceeding as follows:
    a. Written discovery consisting of a maximum of twenty-five (25) Interrogatories per side, twenty-five (25) Requests for Production of Documents per side and twenty-five (25) Requests for Admissions per side;
    b. Responses to written discovery shall be due within thirty (30) days after service, which may commence on the date of this Order;
    c. Depositions of pertinent witnesses, including expert witnesses, but no depositions shall be noticed to occur before June 1, 2020;
3. Claimant shall file a Response to Counterclaim pursuant to the Scheduling Order set forth below. Such Response shall not act as a waiver to file a Motion to Dismiss certain portions of the Counterclaim during the pendency of these proceedings;
4. Respondent has indicated an intent to file a Motion to remove Claimant as Property Manager, and a briefing schedule for such Motion is included in the Scheduling Order set forth below;
5. The parties shall have the right to file dispositive motions during the pendency of these proceedings. The parties have agreed to meet and confer to reach a mutually convenient stipulated briefing schedule for each such motion, and to seek assistance of the Arbitrator in setting a briefing schedule only if the parties cannot agree thereupon;
6. The parties agreed to set aside three days for the Arbitration Hearing.

The parties have agreed to, and the Arbitrator has hereby adopted, the following Scheduling Order:

SCHEDULING ORDER

May15, 2020	Deadline for Respondent's Responsive Pleading; Initial Document Disclosure
May 20, 2020	Deadline for Respondent's Motion to Remove Claimant as Property Manager
June 3, 2020	Deadline for Opposition to Respondent's Motion to Remove Claimant as Property Manager
June 10, 2020	Deadline for Reply in Support of Respondent's Motion to Remove Claimant as Property Manager
August 3, 2020	Last Day to Amend Pleadings Without Leave of Arbitrator
August 20, 2020	Initial Expert Witness Disclosure Deadline
September 24, 2020	Rebuttal Expert Witness Disclosure Deadline
October 30, 2020	Close of Discovery
December 2, 2020	Deadline to Submit Joint Exhibit List with Separate List of Objections to any Joint Exhibits; Deadline to Submit and Serve Arbitration Brief
December 9-11, 2020	Arbitration Hearing at JAMS office, Las Vegas

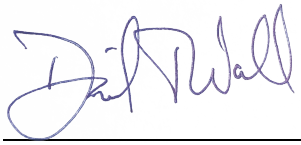
Additionally, the Arbitrator notes the following:

- Any Motions, including dispositive Motions, and Oppositions thereto shall be electronically served on opposing counsel and submitted to the Arbitrator in care of the JAMS office;

1A.App.182

- Motions will be decided by the Arbitrator on the briefs only, unless a hearing is specifically requested in the briefs and/or deemed necessary by the Arbitrator. Hearings on pre-arbitration Motions may be conducted by the Arbitrator telephonically or by videoconference.

Dated: April 30, 2020



Hon. David T. Wall (Ret.)
Arbitrator

PROOF OF SERVICE BY E-Mail

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Michelle Samaniego, not a party to the within action, hereby declare that on May 01, 2020, I served the attached REPORT OF PRELIMINARY CONFERENCE AND SCHEDULING ORDER on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

James E. Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012
Phone: 702-217-1709
lgarfinkel@lgealaw.com
Parties Represented:
CLA Properties, LLC

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

Douglas D. Gerrard Esq.
Gerrard Cox & Larsen
2450 St. Rose Pkwy.
Suite 200
Henderson, NV 89074
Phone: 702-796-4000
dgerrard@gerrard-cox.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on May 01, 2020.

MSamaniego

Michelle Samaniego
JAMS
MSamaniego@jamsadr.com

EXHIBIT 105

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
O: (702) 318-5033

Douglas D. Gerrard, Esq.
GERRARD COX LARSEN
2450 St. Rose Pkwy., Suite 200
Henderson, Nevada 89074
O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

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

CLAIMANT SHAWN BIDSAL'S ANSWER TO RESPONDENT CLA PROPERTIES, LLC'S COUNTERCLAIM

COMES NOW Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and for its answer to Respondent CLA Properties, LLC's ("***CLAP***")'s counterclaim (the "***Counterclaim***"), hereby admits, denies, defends and affirmatively states as follows:

1. Answering paragraph 1 of the Counterclaim, Bidsal denies that all matters raised in the Counterclaim arise out of or are governed by the Operating Agreement, and further denies that this arbitration is, "in all respects a continuation of the claim in Arbitration No. 1260004569", and further denies that "[h]aving this matter heard by anyone other than Judge Haberfeld would be a waste of judicial resources…." With respect to the remaining allegations contained therein, Bidsal is without information sufficient to form a reasonable belief as to the truth or falsity of the allegations contained in said paragraph, and, therefore, denies the same.

\ \ \

2. Answering paragraphs 2, 3, 4, 5, 7, 8, and 9 of the Counterclaim, Bidsal affirmatively states that with respect to all references and quotes to the documents referenced therein, the document speaks for themselves, but denies the factual assertions in the Counterclaim attributed to such documents.. Bidsal further denies CLAP's characterization of Bidsal's position and arguments. To the extent that the allegations in said paragraphs constitute legal theories and/or legal arguments, no response is required. To the extent that there are other allegations contained in said paragraphs, Bidsal denies the same.

3. Answering paragraph 6 of the Counterclaim, Bidsal denies the same in its entirety.

AFFIRMATIVE DEFENSES

1. CLAP's Counterclaim fails to state a claim against Bidsal upon which relief can be granted.

2. CLAP's claims are barred by the applicable statutes of limitations.

3. CLAP's claims are barred under the doctrine of economic loss.

4. Bidsal avers that CLAP had actual knowledge of the information it claims was misrepresented to it.

5. Bidsal avers that CLAP had constructive knowledge of the information it claims was misrepresented to it.

6. CLAP's claims are barred under the doctrine of laches.

7. CLAP's claims are barred under the doctrine of waiver.

8. Bidsal avers that CLAP's injuries and damages, if any, were contributed to and caused by CLAP's own acts and negligence, which negligence was greater than Bidsal's negligence, if any.

9. CLAP has failed to mitigate its damages and/or Bidsal is entitled a reduction in damages under the doctrine of avoidable consequences.

10. CLAP's claims are reduced, in whole or in part, by virtue of the actions of third persons over whom Bidsal exercised no control and whose actions were a proximate cause of the CLAP's alleged damages.

11. CLAP is guilty of unclean hands.

12. CLAP's claims are barred by virtue of a written contract.

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

13. CLAP's claims against Bidsal are barred by a lack or failure of consideration on the part of the CLAP.

14. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, there existed a valid excuse for such nonperformance.

15. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, it was due to duress resulting from CLAP's actions.

16. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, it was due to fraud perpetrated on Bidsal by CLAP.

17. If Bidsal failed to perform any of his contractual obligations, which is expressly denied, it was the actions of CLAPs which prevented performance by Bidsal.

18. CLAP's breaches excused Bidsal's performance.

19. An accord and satisfaction has been made between CLAP and Bidsal.

20. CLAP's claims for relief are barred by the doctrines of estoppel, estoppel by fraud, and equitable estoppel.

21. CLAP's claims for relief are barred on the grounds Bidsal has a valid justification for the alleged nonperformance.

22. CLAP's claims for relief are barred by the doctrines of mutual mistake, impossibility and/or impracticability.

23. Bidsal lacked the requisite specific intent necessary for CLAPs to sustain their claims against Bidsal.

24. The conduct of Bidsal alleged to be wrongful was induced by CLAP's own conduct.

25. CLAP ratified, approved or acquiesced in the actions of Bidsal.

26. Bidsal acted in good faith in all of his dealings with CLAP.

27. CLAPs interfered with Bidsal's performance of his obligations.

28. CLAP's claims are barred by the statute of frauds.

29. Bidsal denies each and every allegation of CLAP's Counterclaim not specifically admitted or otherwise pleaded to herein.

\ \ \

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

30. Bidsal is entitled to be indemnified for all fees, costs and expenses incurred by Bidsal as a result of some or all of CLAP's counterclaims, pursuant to the terms of the applicable operating agreement.

31. It has been necessary to employ the services of an attorney to defend this action and a reasonable sum should be allowed Bidsal as and for attorney's fees, together with their costs expended in this action.

32. Bidsal incorporates by reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. If further investigation or discovery reveals the applicability of any such defenses, Bidsal reserves the right to seek leave to amend this answer to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defenses.

33. Bidsal's duties to CLAP, if any, are limited by NRS 86.298 to acting in good faith in his dealings with the Company and its other members or managers, and Bidsal at all times acted in good faith in his dealings with the Company and with its other managers and members.

34. CLAP has failed to name indispensable parties which have equal liability for any and all counterclaims asserted herein.

35. CLAP's counterclaims are barred by the equitable doctrine of laches.

36. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Bidsal's answer and, therefore, Bidsal reserves the right to amend his answer to allege additional affirmative defenses.

WHEREFORE, Bidsal prays for relief as follows:

37. That CLAP take nothing by way of its Counterclaim herein,

38. That Bidsal be awarded its attorneys' fees and costs incurred in defending against the Counterclaim; and

\ \ \

\ \ \

\ \ \

\ \ \

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

39. That Bidsal be awarded such other and further relief as the Arbitrator deems appropriate in the premises.

DATED this 19th day of May, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Claimant, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 19th day of May, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S ANSWER TO RESPONDENT CLA PROPERTIES, LLC'S COUNTERCLAIM**, by emailing a copy of the same, with Exhibits (if any), to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal
Michelle Samaniego	msamaniego@jamsadr.com	JAMS Case Coordinator
Hon. David T. Wall (Ret.)	dwall@jamsadr.com	Arbitrator

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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

EXHIBIT 106

APPENDIX (PX)000104

NOTICE OF HEARING

NOTICE TO ALL PARTIES

August 3, 2020

Re: **Bidsal, Shawn vs. CLA Properties, LLC**
Reference #: 1260005736

Dear Parties:

This letter will confirm the arbitration hearing in the above-referenced matter has been rescheduled as follows:

Date(s):	February 17, 18 and 19, 2021 at 9:00 AM for 8 hours.
Place:	JAMS 3800 Howard Hughes Parkway 11th floor Las Vegas, NV 89169
Neutral:	Hon. David T. Wall (Ret.)

Enclosed please find our administrative information. Because the hearing date is scheduled more than 120 days in the future, as a courtesy we will not send you an invoice for the hearing fees until 120 days prior to the first hearing date.

As the world's leading ADR provider we take pride in helping you to resolve your dispute. If you have any questions, please contact me directly at 702-835-7803.

Sincerely,

Mara E. Satterthwaite, Esq.
Business Manager
msatterthwaite@jamsadr.com

General Fee Schedule

Hon. David T. Wall (Ret.)

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

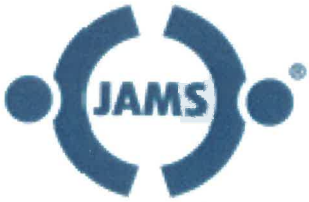
Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.



JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancelation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties who have not paid remain liable for such fees. The Parties further agree to payment of an Abeyance Fee to be charged 12 months from the date of last billing, and every six months thereafter. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.

APPENDIX (PX)000107

PROOF OF SERVICE BY E-Mail

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Christine Whitfield, not a party to the within action, hereby declare that on August 03, 2020, I served the attached 2.17-19.2021 NOTICE OF HEARING (120 DAYS) - FEE SCHEDULE - ADMIN POLICIES on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

James E. Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012
Phone: 702-217-1709
lgarfinkel@lgealaw.com
Parties Represented:
CLA Properties, LLC

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

Douglas D. Gerrard Esq.
Gerrard Cox & Larsen
2450 St. Rose Pkwy.
Suite 200
Henderson, NV 89074
Phone: 702-796-4000
dgerrard@gerrard-cox.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on August 03, 2020.

Christine Whitfield
JAMS
CWhitfield@jamsadr.com

EXHIBIT 107

APPENDIX (PX)000109

NOTICE OF HEARING

NOTICE TO ALL PARTIES October 20, 2020

Re: **Bidsal, Shawn vs. CLA Properties, LLC**
Reference #: 1260005736

Dear Parties:

Thank you for choosing JAMS as your dispute resolution provider. This letter will confirm the arbitration hearing in the above-referenced matter has been scheduled as follows:

Date(s):	February 17, 18 and 19, 2021 at 9:00 AM for 8 hours.
Place:	JAMS 3800 Howard Hughes Parkway 11th floor Las Vegas, NV 89169
Neutral:	Hon. David T. Wall (Ret.)

If monies are outstanding, enclosed is an invoice for your share of the fees. All fees must be paid by 01/27/2021 to proceed with the above hearing. Please mail your payment to JAMS using the address at the bottom of your invoice.

If additional fees are incurred an invoice will be sent after the hearing. All fees must be paid prior to service of an award which the Arbitrator has rendered.

Any cancelation or continuance must be approved by the arbitrator. If reserved time is canceled or continued by any party after 01/27/2021 JAMS will make every attempt to reschedule the neutral's time with another matter. However, if JAMS cannot reschedule, the party canceling or continuing the hearing is responsible for all fees associated with the reserved time.

Pre-hearing materials may be submitted as directed in the Arbitrator's Scheduling Order. If you have any questions, please contact me directly at 702-835-7803. We look forward to working with you.

Sincerely,

Mara E. Satterthwaite, Esq.
Business Manager
msatterthwaite@jamsadr.com

APPENDIX (PX)000110

General Fee Schedule

Hon. David T. Wall (Ret.)

PROFESSIONAL FEES

$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

$1,750 – Two Party Matter
$3,000 – Matters involving three or more parties
$1,750 – Counterclaims

• Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
• A refund of $875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

PROOF OF SERVICE BY E-Mail

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Mara Satterthwaite, Esq., not a party to the within action, hereby declare that on October 20, 2020, I served the attached NOTICE OF HEARING on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

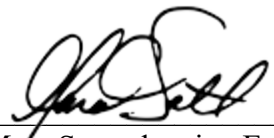
James E. Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012
Phone: 702-217-1709
lgarfinkel@lgealaw.com
Parties Represented:
CLA Properties, LLC

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

Douglas D. Gerrard Esq.
Gerrard Cox & Larsen
2450 St. Rose Pkwy.
Suite 200
Henderson, NV 89074
Phone: 702-796-4000
dgerrard@gerrard-cox.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on October 20, 2020.



Mara Satterthwaite, Esq.
JAMS
msatterthwaite@jamsadr.com

EXHIBIT 108

APPENDIX (PX)000113

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
O: (702) 318-5033

Douglas D. Gerrard, Esq.
GERRARD COX & LARSEN
2450 St. Rose Pkwy., Suite 200
Henderson, Nevada 89074
O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL, Claimant, vs. CLA PROPERTIES, LLC, a California limited liability company, Respondent.	**Reference #:1260005736** Arbitrator: Hon. David T. Wall (Ret.)

CLAIMANT SHAWN BIDSAL'S FIRST AMENDED DEMAND FOR ARBITRATION

COMES NOW Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX & LARSEN, and submits his First Amended Demand for Arbitration, as follows:

1. Bidsal and Respondent CLA PROPERTIES, LLC, a California limited liability company ("***CLAP***") are the sole members of Green Valley Commerce, LLC, a Nevada limited liability company ("***Green Valley***"), with each owning 50% of the outstanding membership interest.

2. In or about 2011, Bidsal and CLAP executed an operating agreement, setting forth certain terms upon which Green Valley would be owned and operated (the "***Operating Agreement***").

3. A dispute between Bidsal and CLAP has arisen relating to Article V of the Operating Agreement and the parties actions in connection therewith.

4. Bidsal is entitled to a declaration by the Arbitrator:

a. that the alleged buyout was never exercised due to the fact that CLAP never tendered the purchase price.

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

b. that due to the fact that CLAP never tendered the purchase price, that CLAP failed to comply with the provisions of Operating Agreement and has waived its right to purchase Bidsal's membership interest.

c. identifying the effective date, if any, of the alleged membership interest buy-out at the center of the present dispute.

d. regarding the proper calculation of the purchase price relating to the alleged membership interest buy-out, including but not limited to: (i) the proper calculation of the "COP" or cost of purchase as defined in Article XI of the operating agreement, (ii) the proper calculation of the capital contribution of the members, (iii) the proper accounting of services rendered by each member to Green Valley during the relevant time period, and (iv) the proper application of interest to the purchase price.

e. regarding the amount Bidsal is owed for providing management services to Green Valley and Green Valley's property from the effective date of the alleged purchase through the present date.

5. Bidsal is entitled to an award in his favor for the amount identified in paragraph 4(e) above.

6. As part of the pending arbitration proceedings, CLAP is asserting counterclaims against Bidsal, including claims against Bidsal by reason of the fact that he is a member and/or manager of Green Valley.

7. Pursuant to Article XI of the Operating Agreement, Bidsal is entitled to be indemnified against some and/or all of CLAP's counterclaims.

8. Pursuant to Article XI of the Operating Agreement, Green Valley is required to advance and immediately pay some or all of the expenses which Bidsal incurs as a result of defending against CLAP's counterclaims.

WHEREFORE, Bidsal prays for relief as follows,

9. For declaratory relief as described in paragraph 4 above.

10. For an award as described in paragraph 5 above.

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

11. For indemnification pursuant to Article XI of the Operating Agreement.

12. For immediate advancement of fees and costs pursuant to Article XI of the Operating Agreement.

13. For an award of attorney's fees and costs; and

14. For such further relief as the Court may deem warranted.

Dated this 2nd day of November, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Claimant, Shawn Bidsal

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

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of November, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S FIRST AMENDED DEMAND FOR ARBITRATION**, by emailing a copy of the same, with Exhibits (if any), to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal
Michelle Samaniego	msamaniego@jamsadr.com	JAMS Case Coordinator
Hon. David T. Wall (Ret.)	dwall@jamsadr.com	Arbitrator

/s/ James E. Shapiro
Smith & Shapiro, PLLC

EXHIBIT 109

Rodney T. Lewin, CAL.SBN. 71664
Law Offices of Rodney T. Lewin, APC
A Professional Corporation
8665 Wilshire Boulevard, Suite 210
Beverly Hills, California 90211
(310) 659-6771
Email: rod@rtlewin.com

Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
LEVINE & GARFINKEL
1671 W. Horizon Ridge Pkwy, Suite 230
Henderson, NV 89012
Tel: (702) 673-1612/Fax: (702) 735-2198
Email: lgarfinkel@lgealaw.com

SHAWN BIDSAL, an individual,

Claimant,

v.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent and Counterclaimant

JAMS Ref. No. 1260005736

RESPONDENT'S FOURTH AMENDED ANSWER AND COUNTER-CLAIM TO BIDSAL'S FIRST AMENDED DEMAND

Respondent CLA Properties, LLC ("CLA") answers the First Amended Claim ("Amended Claim") made by Claimant Shawn Bidsal ("Bidsal") and counter-claims as follows:

1. Except as set forth herein CLA denies both generally and specifically the claims asserted in the Amended Claim filed by Mr. Bidsal. All of the matters raised in the Amended Claim and in this Answer and Counterclaim arise out of, refer to, and are governed by the Operating Agreement for Green Valley Commerce, LLC ("Green Valley ") and in particular by Section 4 of Article V ("Section 4") made an exhibit to the Claim dealing with one Member of Green Valley buying out the other (the parties here being the sole such members). Arbitration No. 1260004569 concerned solely that same section regarding which the award was made on

April 5, 2019 (“Award”) by Arbitrator Stephen E. Haberfeld, a copy of which is affixed hereto as Exhibit 1 which has been confirmed as a judgment (the "Judgment"), which Mr. Bidsal has appealed.

2. As stated starting on page 3 of the Award, "On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a 'best estimate' valuation of $5 million. On August 3, 2017 -- via timely Section 4 Notice, in response to Mr. Bidsal's July 7 offer -- CLA elected to buy rather than sell a 50% Green Valley membership interest -- i.e., Mr. Bidsal's -- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017 -- response to CLA's election -- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the “FMV” portion of Section 4 formula for determining price must be determined by an appraisal.” The sale of Mr. Bidsal’s interest should have closed within 30 days of CLA’s election to buy (September 2, 2017) and would have but for Mr. Bidsal’s refusal to consummate the purchase in breach of the Operating Agreement.

3. As stated in paragraph C on page 11 of the Award, "There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest... if CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula." That parallels the comment in footnote 3 on page 4 of the Award that, "The formula in Section 4 for determining price is stated twice."

4. Therefore, CLA denies the assertion in the Claim here that there is any legitimate disagreement relating to the proper accounting to determine the price, before offsets, for the purchase of membership interest by one member from another because it is set forth in Section 4.

As stated in footnote 3 on page 4 of the Award, the formula is "**(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."** Section 4 defines FMV as Fair Market Value and as above stated that was determined to be the amount set by Mr. Bidsal in his July 7, 2017 offer. "COP" is defined in Section 4 as follows: 'COP' means 'Cost of Purchase' as it [sic] specified in the escrow closing statement at the time of purchase of each property owned by the Company." There could be no legitimate dispute that that Green Valley made two purchases of property, one in 2011, the property known as 3 Sunset Way in Henderson, Nevada (the "Henderson Property"), and one in 2013, the property known as 3342 East Greenway Road, Phoenix, Arizona 85032 (the "Greenway Property"). The Henderson Property was acquired after Green Valley first purchased a note in default which was secured by the Henderson Property and then some three months later released the note in exchange for transfer of title to the Henderson Property in lieu of foreclosure. The cost of purchase of the Henderson Property is thus set forth in the closing statements for the purchase of the note totaling Four Million Forty Nine Thousand Nine Hundred Fifty Nine ($4,049,9590) and the cost of purchase of the Greenway Property was Eighty Hundred Forty-Six Thousand Five Hundred Sixty Dollars and Eighteen Cents ($846,560.18). While the Amended Claim asserts that there are disagreements regarding the capital contributions of the members there was no additional capital contribution at the time of purchasing Greenway so the only such contribution is that at the time of purchasing the Henderson Property and it is set forth right within the Operating Agreement affixed to the Claim that, at the time of that purchase Mr. Bidsal's capital contribution was $1,215,000.00 and CLA's was $2,834,250.00. No further capital contributions were ever made by any of the Members of Green Valley.

5. Subsequently the Henderson Property was subdivided into 9 parcels and 3 parcels were sold. Bidsal allocated the total cost of the Henderson Property to the nine parcels mistakenly

setting the cost of the Henderson Property Three Million Nine Hundred Sixty Seven Thousand One Hundred Eighty-Two Dollars and Eighteen Cents ($3,967,182.18). For the purposes of this arbitration CLA will not dispute such mistaken allocations as to the cost of the remaining parcels as it has been presented to it. Cash sales proceeds from the sale of the three parcels were distributed to the members of Green Valley by Mr. Bidsal, with some portions of such distributions allocated by Mr. Bidsal as return of capital to the Members on a 70-30% basis, and some allocated by Mr. Bidsal to profit which was improperly distributed on a 50-50% basis

6. Bidsal has taken the position in this arbitration that the COP for the Henderson Property should be revised and instead should be reduced by the cost that he allocated to the three parcels that have been sold, and that Capital contributions should be revised to be reduced by distributions that Exhibit B to the Operating Agreement required to be made 70% to CLA and 30% to Bidsal ("70-30 Distributions"). CLA agrees that using the cost of the remaining Henderson Property parcels that Bidsal assigned to them upon purchase for the COP of the Henderson Property along with determining the capital contributions by reducing the original contribution by distributions to the extent they should have been 70-30 Distributions. 7. In the formula the element of "prorated liabilities" is solely for the Buyer's benefit. The security deposits on hand as of September 2, 2017 in the approximate amount of $68,000.00 would constitute a liability.

8. Lastly, the Claim asserts disagreement regarding "proper accounting of services each member provided to the company" as though there was supposed to be compensation for services provided. The illegitimacy of this assertion that any such compensation should be provided is exemplified by the fact that this is the first time any such mention has been made in the entire nine year history of operations of Green Valley Commerce, LLC, and CLA denies that Mr. Bidsal is entitled to any compensation for services, whether before or after CLA's election to purchase

his Membership interest, and particularly since Mr. Bidsal has steadfastly refuses to turnover property management to CLA or a third party management company. Any services provided by Mr. Bidsal after the date that the sale should have been consummated are thus purely voluntary and without any entitlement to compensation.

9. Mr. Bidsal has from time to time made distributions of Green Valley funds to the members, and in the course of doing so has over distributed funds to himself, in regards to distributions in excess of the ordinary income including distributions arising from capital transactions (i.e. sales of parts of Green Valley's properties) , both before the date that CLA elected to purchase Mr. Bidsal's membership interest (August 3, 2017) [the "Pre Membership Sale Distributions"] as well as thereafter [the "Post Sale Distributions"]. These Post Sale Distributions are sometimes called "Delay Damages," which have the effect of diluting the value of the membership interest to be purchased by CLA, which was fixed when CLA exercised its option to purchase the Bidsal membership interest on August 3, 2017 based on the fair market value set by Mr. Bidsal on July 5th. Had Mr. Bidsal honored his contractual obligations under the Operating Agreement he would have not been entitled to any distributions after CLA's exercise of its option and the closing of the sale which should have occurred within 30 days after August 3, 2017 and should not benefit by delaying the closing of the transaction and diluting the value of the purchase by distributing the assets it held when he initiated the "buy-sell.". CLA is entitled to an accounting and to recover from Mr. Bidsal, (i) the Pre Membership Sale Distributions to the extent that such distributions exceed what he was entitled to under the Operating Agreement (the "Excess Distributions") and (ii) the Post Sale Distributions, both with interest, and further, at its option, CLA should be allowed to offset, or recoupment of, such amounts as awarded in this Arbitration from the purchase price to be paid for Bidsal's membership interest in Green Valley. The amounts of the foregoing distributions should be

established and awarded to CLA with interest. CLA further claims that no further distributions should be made to Mr. Bidsal during the pendency of his appeal of the arbitration award or during any appeal of any award from this arbitration.

10. Green Valley owns two commercial properties (the "Properties"). Mr. Bidsal, who had been managing the Properties by consent, is no longer authorized to do so since that consent has been withdrawn by CLA. After CLA elected to buy Mr. Bidal's interest in Green Valley, and even though the Arbitration Award compels Mr. Bidsal to sell his membership interest in Green Valley, Mr. Bidsal has refused to turn over the day to day management of the Properties, which CLA contends he must do. Further, notwithstanding the fact that the Operating Agreement provides that the owner of CLA, Ben Golshani, is a manager of Green Valley, Mr. Bidsal has deprived him of full access of the books and records of Green Valley to which CLA would be entitled even were Ben Golshani not a manager, e.g. online access to Green Valley's bank accounts, keys to the Properties owned by Green Valley for inspection by CLA or Ben Golshani, or their agents, list of vendors and their contact information, and to communications relating to the Properties, and the management thereof including the repair, maintenance and leasing of the Properties. As a result thereof, and particularly given the Award and Judgment, and CLA's and Mr. Bidsal's relative current and future interest in Green Valley, Mr. Bidsal should be removed as the day to day manager of Green Valley, and CLA's principal, Ben Golshani should be allowed to take over the day to day management of Green Valley and the Properties.

11. In addition, the Award includes an award of attorney fees and costs in the amount of $298,500.00 ("Past Fee Award*").* The rate of interest under Nevada law is set forth in NRS (the "Legal Rate"). The interest would run from April 5, 2019. If Mr. Bidsal's appeal of the Judgment is denied insofar as the obligation to sell to CLA, CLA should be allowed to offset whatever CLA owes for purchasing Mr. Bidsal's Green Valley membership interest in the amount

of (i) the distributions to Mr. Bidsal after the date that the sale should have been consummated, plus interest thereon at the Legal Rate (ii) the Past Fee Award, plus interest thereon at the Legal Rate, (iii) the amount of fee award (if any) resulting for the appeals arising from the original arbitration award, plus interest thereon at the Legal Rate, and (iv) any attorneys fees and/or costs awarded to CLA in this arbitration plus interest thereon at the Legal Rate.

12. Under the Operating Agreement and Nevada law CLA is entitled to recover its attorneys fees and costs in connection with and arising from this proceeding as determined by the Arbitrator, including the cost of this arbitration and any fees and costs incurred in connection with the entering of the award as a judgment, the enforcement thereof and any appeal, all as determined by any Court confirming the award, or entering the judgment.

AFFIRMATIVE DEFENSES

1. Bidsal's claims for compensation are barred by the doctrine of laches.

2. Bidsal's claims for compensation are barred by the doctrine of estoppel.

3. Bidsal lacks standing to sue for compensation since the property management was performed by West Coast Investments, Inc ("WCI").

4. Neither Bidsal nor WCI are licensed and therefor may not collect property management fees.

5. Bidsal has failed to mitigate his alleged damages.

6. Bidsal's claim of lack of tender is barred by the Arbitration Award and Judgment

WHEREFORE, CLA prays:

A. For an order denying any payment for supposed services rendered to Green Valley by either manager or owner;

B. For an accounting and award to CLA with interest of the Excess Distributions and the Post Sale Distributions made to Mr. Bidsal described above and as otherwise proven at trial;

C. For an order that no further distributions be made to Mr. Bidsal pending the resolution of his appeal as well as the resolution of any appeal filed by him of any award made in this arbitration;

D. For an order resolving the dispute regarding day to day management of Green Valley and its properties by removing Mr. Bidsal as the day to day manager of Green Valley and its Properties, and that the day to day management of Green Valley and its Properties, and Green Valley's books, records and bank accounts, are turned over to CLA; alternatively, until all appeals are resolved, including Mr. Bidsal's appeal of Arbitration # 1 and any appeal arising from this Arbitration, an order that an independent third party property management company selected by Ben Golshani be engaged to manage the Properties and Mr. Bidsal ordered to cooperate with said property management company, that all books, records and bank accounts be turned over to said company and that all bank passwords be provided by Mr. Bidsal to CLA.

E. For an order establishing the amount of all elements of the formula determining the purchase price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley as set forth in the Operating Agreement other than the FMV and ordering Bidsal (1) to accept for his membership interest in Green Valley the amount determined in accordance therewith, and(2) unless the judgment confirming prior arbitration is reversed on appeal with respect to the obligation to transfer his membership interest to CLA, to transfer his interest forthwith upon payment to him in accordance with the formula

> **"(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities"**

and that in that formula as it applies to CLA's purchase of the Bidsal membership interest:

(i) Mr. Bidsal is the "selling Member";

(ii) "COP" is defined and means the "Cost of Purchase" as specified in the escrow closing statement on June 3, 2011 for the Henderson Property and the Greenway Property on March 2,

2013 and that the COP be determined in accordance with the foregoing allegations;

(iii) the phrase "at the time of purchasing the property" means when (i) Green Valley acquired the note which was later used to purchase the Henderson Property and (ii) when it purchased the Greenway Property;

(iv) the "capital contribution" of Mr. Bidsal at the time of purchasing the Henderson Property and the Greenway Property was the amount determined in accordance with the foregoing allegations deducted by capital distributions or as otherwise proven;

(v) the term "prorated liabilities" means the amount of accounts payable by Green Valley existing as of the time of the award, as proven

F. For an order establishing that the effective date of the sale and transfer of Mr. Bidsal's membership interest is September 2, 2017;

G. For an order determining the amount to be paid by CLA for Mr. Bidsal's membership interest in Green Valley as above stated or described based upon the predicate that Mr. Bidsal's appeal insofar as requiring that he sell his membership interest to CLA, or as otherwise relevant to the determinations herein, is denied and subject to offset or recoupment of any amount awarded CLA in this arbitration or in the prior arbitration.

H. For an order that CLA be allowed to offset against the amount to be paid Mr. Bidsal for his membership interest in Green Valley:

(i) the Excess Distributions as proven, plus interest thereon at the Legal Rate;

(ii) the Post Sale Distributions plus interest thereon at the Legal Rate;

(iii) the attorneys' fees and costs award(s) from or related to the prior arbitration between Mr. Bidsal and CLA plus interest thereon at the Legal Rate;

(iv) any attorneys' fees and costs awarded CLA in this arbitration plus interest thereon at the Legal Rate;

I. That either (i)the Arbitrator retain jurisdiction to award further attorney fees and costs incurred to confirm the award and obtain judgment, to register judgment, to enforce judgment and to

defend against any appeal except as estimate thereof was previously included in the initial award or (ii) to award such attorneys fees and costs in the amounts later determined by a court of competent jurisdiction, or (iii) such other order that would make the party prevailing in this arbitration whole by the losing party's payment of such attorneys fees and costs incurred after conclusion of this arbitration; and

J. For such other and further relief as may be just and appropriate.

Dated: January 19, 2020.

LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation
By: */s/ Rodney T. Lewin*
RODNEY T. LEWIN,
Attorneys for CLA

EXHIBIT 110

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
O: (702) 318-5033

Douglas D. Gerrard, Esq.
GERRARD COX LARSEN
2450 St. Rose Pkwy., Suite 200
Henderson, Nevada 89074
O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

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

CLAIMANT SHAWN BIDSAL'S ANSWER TO RESPONDENT CLA PROPERTIES, LLC'S FOURTH AMENDED COUNTERCLAIM

COMES NOW Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and for its answer to Respondent CLA Properties, LLC's ("***CLAP***")'s fourth amended counterclaim (the "***Counterclaim***"), hereby admits, denies, defends and affirmatively states as follows:

1. Answering paragraph 1 of the Counterclaim, Bidsal denies that all matters raised in the Counterclaim arise out of or are governed by the Operating Agreement. Bidsal further denies that this arbitration concerns the same issues that were decided in Arbitration No. 1260004569. With respect to the remaining allegations contained therein, Bidsal is without information sufficient to form a reasonable belief as to the truth or falsity of the allegations contained in said paragraph, and, therefore, denies the same.

\ \ \

\ \ \

1A.App.216

2. Answering paragraphs 2, 3, 4, 5, 8, 9, 10, 11, and 12 of the Counterclaim, Bidsal affirmatively states that with respect to all references and quotes to the documents referenced therein, the documents speak for themselves, but denies the factual assertions in the Counterclaim attributed to such documents. Bidsal further denies CLAP's characterization of Bidsal's position and arguments. To the extent that the allegations in said paragraphs constitute legal theories and/or legal arguments, no response is required. To the extent that there are other allegations contained in said paragraphs, Bidsal denies the same.

3. Answering paragraph 6 of the Counterclaim, Bidsal denies the same in its entirety.

4. Answering paragraph 7 of the Counterclaim, paragraph 7 appears to be missing in the Counterclaim. To the extent that any allegations remain from the apparently deleted paragraph 7, Bidsal denies them in their entirety.

AFFIRMATIVE DEFENSES

1. CLAP's Counterclaim fails to state a claim against Bidsal upon which relief can be granted.

2. CLAP's claims are barred by the applicable statutes of limitations.

3. CLAP's claims are barred under the doctrine of economic loss.

4. Bidsal avers that CLAP had actual knowledge of the information it claims was misrepresented to it.

5. Bidsal avers that CLAP had constructive knowledge of the information it claims was misrepresented to it.

6. CLAP's claims are barred under the doctrine of laches.

7. CLAP's claims are barred under the doctrine of waiver.

8. Bidsal avers that CLAP's injuries and damages, if any, were contributed to and caused by CLAP's own acts and negligence, which negligence was greater than Bidsal's negligence, if any.

9. CLAP has failed to mitigate its damages and/or Bidsal is entitled a reduction in damages under the doctrine of avoidable consequences.

\ \ \

\ \ \

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

10. CLAP's claims are reduced, in whole or in part, by virtue of the actions of third persons over whom Bidsal exercised no control and whose actions were a proximate cause of the CLAP's alleged damages.

11. CLAP is guilty of unclean hands.

12. CLAP's claims are barred by virtue of a written contract.

13. CLAP's claims against Bidsal are barred by a lack or failure of consideration on the part of the CLAP.

14. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, there existed a valid excuse for such nonperformance.

15. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, it was due to duress resulting from CLAP's actions.

16. If Bidsal failed to perform any obligation owed to the CLAP, which it has expressly denied, it was due to fraud perpetrated on Bidsal by CLAP.

17. If Bidsal failed to perform any of his contractual obligations, which is expressly denied, it was the actions of CLAPs which prevented performance by Bidsal.

18. CLAP's breaches excused Bidsal's performance.

19. An accord and satisfaction has been made between CLAP and Bidsal.

20. CLAP's claims for relief are barred by the doctrines of estoppel, estoppel by fraud, and equitable estoppel.

21. CLAP's claims for relief are barred on the grounds Bidsal has a valid justification for the alleged nonperformance.

22. CLAP's claims for relief are barred by the doctrines of mutual mistake, impossibility and/or impracticability.

23. Bidsal lacked the requisite specific intent necessary for CLAPs to sustain their claims against Bidsal.

24. The conduct of Bidsal, alleged to be wrongful, was induced by CLAP's own conduct.

25. CLAP ratified, approved, or acquiesced in the actions of Bidsal.

26. Bidsal acted in good faith in all of his dealings with CLAP.

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

27. CLAPs interfered with Bidsal's performance of his obligations.

28. CLAP's claims are barred by the statute of frauds.

29. Bidsal denies each and every allegation of CLAP's Counterclaim not specifically admitted or otherwise pleaded to herein.

30. Bidsal is entitled to be indemnified for all fees, costs and expenses incurred by Bidsal as a result of some or all of CLAP's counterclaims, pursuant to the terms of the applicable operating agreement.

31. It has been necessary to employ the services of an attorney to defend this action and a reasonable sum should be allowed Bidsal as and for attorney's fees, together with their costs expended in this action.

32. Bidsal incorporates by reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. If further investigation or discovery reveals the applicability of any such defenses, Bidsal reserves the right to seek leave to amend this answer to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defenses.

33. Bidsal's duties to CLAP, if any, are limited by NRS 86.298 to acting in good faith in his dealings with the Company and its other members or managers, and Bidsal at all times acted in good faith in his dealings with the Company and with its other managers and members.

34. CLAP has failed to name indispensable parties which have equal liability for any and all counterclaims asserted herein.

35. CLAP's counterclaims are barred by the equitable doctrine of laches.

36. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Bidsal's answer and, therefore, Bidsal reserves the right to amend his answer to allege additional affirmative defenses.

WHEREFORE, Bidsal prays for relief as follows:

37. That CLAP takes nothing by way of its Counterclaim herein,

38. That Bidsal be awarded its attorneys' fees and costs incurred in defending against the Counterclaim; and

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

1A.App.219

39. That Bidsal be awarded such other and further relief as the Arbitrator deems appropriate in the premises.

DATED this 5th day of March, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Claimant, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 5th day of March, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S ANSWER TO RESPONDENT CLA PROPERTIES, LLC'S FOURTH AMENDED COUNTERCLAIM**, by e-service through the JAMS e-filing service, to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal
Mara Satterthwaite	msatterthwaite@jamsadr.com	JAMS Case Manager
Hon. David T. Wall (Ret.)	dwall@jamsadr.com	Arbitrator

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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

EXHIBIT 111

NOTICE OF ADDITIONAL HEARING

NOTICE TO ALL PARTIES April 29, 2021

Re: **Bidsal, Shawn vs. CLA Properties, LLC**
Reference #: 1260005736

Dear Parties:

This letter is to confirm that an additional arbitration hearing in the above-referenced matter has been scheduled as follows:

Date(s):	June 25, 2021 at 1:00 PM for 2 hours.
Place:	Virtual ADR - Zoom
Panelist:	Hon. David T. Wall (Ret.)

If monies are outstanding, enclosed is a deposit request for your share of the fees. All fees must be paid by 06/11/2021 to proceed with the above hearing. Deposit requests can also be viewed on JAMS Access. Payment can be made online or mailed to JAMS. Payment instructions can be found at the bottom of the deposit request.

If additional fees are incurred, a deposit request will be sent after the hearing. All fees must be paid prior to service of an award which the Arbitrator has rendered.

Any cancellation or continuance must be approved by the arbitrator. If reserved time is canceled or continued by any party after 06/11/2021 JAMS will make every attempt to reschedule the neutral's time with another matter. However, if JAMS cannot reschedule, the party canceling or continuing the hearing is responsible for all fees associated with the reserved time.

If you have any questions, feel free to contact me directly at 702-835-7803. We look forward to working with you.

Sincerely,

Mara E. Satterthwaite, Esq.
Business Manager
msatterthwaite@jamsadr.com

APPENDIX (PX)000135

General Fee Schedule

Hon. David T. Wall (Ret.)

PROFESSIONAL FEES
$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.
- All travel expenses are billed at actual cost.

ARBITRATION FEES
Filing Fee

$1,500 – Two Party Matter
$2,000 – Matters involving three or more parties
$1,500 – Counterclaims

• Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
• A refund of $600 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS
(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed at the onset of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancelation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties who have not paid remain liable for such fees. The Parties further agree to payment of an Abeyance Fee to be charged 12 months from the date of last billing, and every six months thereafter. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.

APPENDIX (PX)000137

DEPOSIT REQUEST

Invoice Date
4/29/2021

Invoice Number
5680540

Bill To:
Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #:	**1260005736 - Rep# 1**
Billing Specialist:	**Mason, Glenn T**
Email:	**gmason@jamsadr.com**
Telephone:	**949-224-4654**
Employer ID:	**68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
Representing: **Shawn Bidsal**

Neutral(s): **Hon. David Wall (Ret.)**
Hearing Type: **ARBITRATION** MES

Date / Time	Description	Your Share
4/29/21	**Hon. David T Wall (Ret.)** Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	$ 1,100.00

Total Billed:	$ 1,100.00
Total Payment:	$ 0
Balance:	$ 1,100.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

Click here to pay

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

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

DEPOSIT REQUEST

Invoice Date
4/29/2021

Invoice Number
5680542

Bill To:
Mr. Rodney Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
US

Reference #:	**1260005736 - Rep# 3**
Billing Specialist:	**Mason, Glenn T**
Email:	**gmason@jamsadr.com**
Telephone:	**949-224-4654**
Employer ID:	**68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
Representing: **CLA Properties, LLC**

Neutral(s): **Hon. David Wall (Ret.)**
Hearing Type: **ARBITRATION** MES

Date / Time	Description	Your Share
4/29/21	**Hon. David T Wall (Ret.)** Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	$ 1,100.00

Total Billed:	$ 1,100.00
Total Payment:	$ 0
Balance:	$ 1,100.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

Click here to pay

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

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

EXHIBIT 112

NOTICE OF ADDITIONAL HEARING

NOTICE TO ALL PARTIES August 9, 2021

Re: **Bidsal, Shawn vs. CLA Properties, LLC**
Reference #: 1260005736

Dear Parties:

This letter is to confirm that an additional arbitration hearing in the above-referenced matter has been scheduled as follows:

Date(s):	September 29 and 30, 2021 at 9:00 AM for 8 hours.
Place:	Virtual ADR - Zoom
Panelist:	Hon. David T. Wall (Ret.)

If monies are outstanding, enclosed is a deposit request for your share of the fees. All fees must be paid by 09/08/2021 to proceed with the above hearing. Deposit requests can also be viewed on JAMS Access. Payment can be made online or mailed to JAMS. Payment instructions can be found at the bottom of the deposit request.

If additional fees are incurred, a deposit request will be sent after the hearing. All fees must be paid prior to service of an award which the Arbitrator has rendered.

Any cancellation or continuance must be approved by the arbitrator. If reserved time is canceled or continued by any party after 09/08/2021 JAMS will make every attempt to reschedule the neutral's time with another matter. However, if JAMS cannot reschedule, the party canceling or continuing the hearing is responsible for all fees associated with the reserved time.

If you have any questions, feel free to contact me directly at 702-835-7803. We look forward to working with you.

Sincerely,

/s/ Mara E. Satterthwaite, Esq.

Mara E. Satterthwaite, Esq.
Business Manager
msatterthwaite@jamsadr.com

General Fee Schedule

Hon. David T. Wall (Ret.)

PROFESSIONAL FEES
$525 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at $525 per hour. This may include travel time.
- All travel expenses are billed at actual cost.

ARBITRATION FEES
Filing Fee

$1,500 – Two Party Matter
$2,000 – Matters involving three or more parties
$1,500 – Counterclaims

• Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
• A refund of $600 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 12% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

FEES FOR OTHER MATTERS
(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable fee of $600 per party
Plus 12% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

	Cancellation/Continuance Period	*Fee*
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Hearings of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is $400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is $250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of $500, and $500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed at the onset of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

JAMS ARBITRATION ADMINISTRATIVE POLICIES

I. Fees for the Arbitration

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancelation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties who have not paid remain liable for such fees. The Parties further agree to payment of an Abeyance Fee to be charged 12 months from the date of last billing, and every six months thereafter. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices.

II. Records

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

IV. Party

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.

APPENDIX (PX)000143

DEPOSIT REQUEST

Invoice Date
8/9/2021

Invoice Number
5820100

Bill To:
Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #:	**1260005736 - Rep# 1**
Billing Specialist:	**Mason, Glenn T**
Email:	**gmason@jamsadr.com**
Telephone:	**949-224-4654**
Employer ID:	**68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
Representing: **Shawn Bidsal**

Neutral(s): **Hon. David Wall (Ret.)**
Hearing Type: **ARBITRATION** MES

Date / Time	Description	Your Share
8/9/21	**Hon. David T Wall (Ret.)** Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	$ 7,500.00

Total Billed:	$ 7,500.00
Total Payment:	$ 0
Balance:	$ 7,500.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

Click here to pay

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

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

DEPOSIT REQUEST

Invoice Date
8/9/2021

Invoice Number
5820102

Bill To:
Mr. Rodney Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
US

Reference #:	**1260005736 - Rep# 3**
Billing Specialist:	**Mason, Glenn T**
Email:	**gmason@jamsadr.com**
Telephone:	**949-224-4654**
Employer ID:	**68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
Representing: **CLA Properties, LLC**

Neutral(s): **Hon. David Wall (Ret.)**
Hearing Type: **ARBITRATION** MES

Date / Time	Description	Your Share
8/9/21	**Hon. David T Wall (Ret.)** Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	$ 7,500.00

Total Billed:	$ 7,500.00
Total Payment:	$ 0
Balance:	$ 7,500.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.**

Click here to pay

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

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

Electronically Filed
6/22/2022 2:49 PM
Steven D. Grierson
CLERK OF THE COURT

APEN
Louis Garfinkel, Esq.
Nevada Bar No. 3416
REISMAN SOROKAC
8965 South Eastern Ave, Suite 382
Las Vegas, Nevada 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: Lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California limited liability company, Movant (Respondent in arbitration) vs. SHAWN BIDSAL, an individual, Respondent (Claimant in arbitration).	Case No. A-22-854413-J Dept. No. 23 **APPENDIX TO MOVANT CLA PROPERTIES, LLC'S MOTION TO VACATE ARBITRATION AWARD (NRS 38.241) AND FOR ENTRY OF JUDGMENT (VOLUME 3 OF 18)**

Movant CLA Properties, LLC ("CLA"), hereby submits its Appendix in Support of its Motion to Vacate Arbitration Award pursuant to NRS 38.241 and for Entry of Judgment.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

Case Number: A-22-854413-J

NOTE REGARDING INCORRECT INDEX

Appellant CLA's motion to vacate the arbitration award (1A.App. 1), was accompanied by an 18-volume appendix. Each volume contained an index. Unfortunately, the index to the motion appendix contained errors regarding some volume and page numbers.

Under NRAP 30(g)(1), an appeal appendix for the Nevada appellate court must contain correct copies of papers in the district court file. CLA is complying with that rule, providing this court with exact duplicate copies of all 18 appendix volumes that were filed in the district court with the motion to vacate the arbitration award. These district court volumes all contained the incorrect index that was filed with each volume of the motion appendix.

To assist this court on appeal, CLA has now prepared a corrected index showing correct volume and page numbers for the appendix that was filed in the district court with the motion to vacate. The corrected index is attached as an addendum to CLA's opening brief. And the present note is being placed in the appeal appendix immediately before the incorrect index that was contained in each volume of the motion appendix filed in the district court.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

OPERATIVE PLEADINGS

App.	PART	EX. No.	DATE	DESCRIPTION
000013	1	101	02/07/20	JAMS Arbitration Demand Form
000048	1	102	03/02/20	Commencement of Arbitration
000064	1	103	03/04/20	Respondent's Answer and Counter-Claim
000093	1	104	04/30/20	Scheduling Order
000099	1	105	05/19/20	Bidsal's Answer to Counter-Claim
000105	1	106	08/03/20	Notice of Hearing for Feb. 17 thru 19, 2021
000110	1	107	10/20/20	Notice of Hearing for Feb. 17 thru 19, 2021
000114	1	108	11/02/20	Bidsal's 1st Amended Demand for Arbitration
000118	1	109	01/19/21	Respondent's 4th Amended Answer and Counter-Claim to Bidsal's 1st Amended Demand
000129	1	110	03/05/21	Bidsal's Answer to 4th Amended Counter-Claim
000135	1	111	04/29/21	Notice of Hearing for June 25, 2021
000141	1	112	08/09/21	Notice of Hearing for Sept. 29 thru 30, 2021

FINAL AWARD
Jams Arbitration No.: 1260044569

App.	PART	EX. No.	DATE	DESCRIPTION
000147	2	113	04/05/19	Final Award - Stephen E. Haberfeld, Arbitrator

ORDERS
District Court Clark County, Nevada
Case No.: A-19-795188-P

App.	PART	EX. No.	DATE	DESCRIPTION
000169	2	114	12/05/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counter-petition to Vacate the Arbitrator's Award - Joanna S. Kishner, Nevada District Court Judge
000180	2	115	12/16/19	Notice of Entry of Order Granting Petition for Confirmation of Arbitration Award

FINAL AWARD
JAMS Arbitration No.: 1260005736

App.	PART	EX. No.	DATE	DESCRIPTION
000195	2	116	10/20/21	Interim Award – Hon. David T. Wall (Ret.), Arbitrator
000223	2	117	03/12/22	Final Award – Hon. David T. Wall (Ret.), Arbitrator

EXHIBITS

App.	PART	EX. No.	DATE	DESCRIPTION *[Parenthetical number (_) is exhibit identification at arbitration hearing]*	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] **(1)**	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] **(2)**	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] **(3)**	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] **(4)**	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] **(5)**	03/17/21	
000360	3	123	11/29/11 - 12/12/11	Emails Regarding Execution of GVC OPAG [DL00 323, 351, 353, and CLAARB2 000044] **(6)**	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] **(7)**	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] **(8)**	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] **(9)**	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] **(10)**	03/17/21	
000472	3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] **(12)**	03/17/21	
000490	3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] **(13)**	03/17/21	
000493	3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] **(14)**	03/17/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] **(15)**	03/17/21	
000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] **(16)**	03/17/21	
000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] **(17)**	03/17/21	
000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] **(18)**	03/17/21	
000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] **(19)**	03/17/21	
000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] (20)	03/17/21	
000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] **(21)**	03/17/21	
000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] **(22)**	03/17/21	
000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] **(23)**	03/17/21	
000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] **(24)**	03/17/21	
000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] **(25)**	03/17/21	
000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] **(26)**	03/17/21	
000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] **(27)**	03/17/21	
000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] **(28)**	03/17/21	
000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] **(29)**	03/17/21	
000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] **(30)**	03/17/21	
000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] **(31)**	03/17/21	
000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] **(32)**	03/17/21	
000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] **(33)**	03/17/21	
000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] **(34)**	03/17/21	
000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] **(35)**	03/17/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

000900	3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] **(36)**	03/17/21	
000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] **(37)**	03/17/21	
000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] **(38)**	03/17/21	
000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] **(39)**	04/26/21	
000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] **(40)**	04/26/21	
000930	3	157	06/22/20	CLA Responses to Interrogatories **(43)**	03/17/21	
000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] **(50)**	03/19/21	
001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] **(52)**	03/19/21	
001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] **(56)**	03/19/21	
001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] **(57)**	03/19/21	
001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] **(58)**	03/19/21	
001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 **(67)**	04/26/21	
001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) **(84)**	03/19/21	
001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] **(85)**	03/19/21	
001750	3	166	05/29/11	CLA Payment of $404,250.00 [CLAARB2 000820] **(87)**	03/19/21	
001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARRB2 000352 – 000379] **(88)**		03/17/21
001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] **(91)**	03/17/21	
001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] **(95)**	03/19/21	
001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] **(97)**	04/26/21	
001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Blub 2012 accounting [CLAARB2 001554]		
001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				[CLAARB2 002086]		
001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] **(111)**	03/19/21	
001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] **(112)**	04/26/21	
001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] **(114)**	04/26/21	
001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] **(117)**	04/26/21	
001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] **(118)**	03/19/21	
001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] **(123)**	04/26/21	
001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] **(125)**	04/26/21	
001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] **(126)**		
001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] **(136)**	03/19/21	
001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] **(137)**	03/19/21	
001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] **(139)**	03/19/21	
001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] **(153)**	03/19/21	
001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] **(164)**	03/19/21	
001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] **(165)**	03/19/21	
001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] **(166)**	03/19/21	
001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] **(180)**	04/26/21	
001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] **(184)**	03/19/21	
001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] **(188)**	03/19/21	
001950	3	191	01/09/20	Notice of Appeal [N/A] **(189)**	03/19/21	
001953	3	192	01/09/20	Case Appeal Statement [N/A] **(190)**	03/19/21	
001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] **(191)**	03/19/21	

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] **(192)**	03/19/21	
002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] **(193)**	03/19/21	
002134	3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) **(198)**	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) **(200)**	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules **(201)**	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) **(202)**	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown **(206)**	04/27/21	

Motion to Replace Bidsal as Manager

App.	PART	EX. No.	DATE	DESCRIPTION
002219	4	201	05/20/20	Respondent's Motion to Resolve Member Dispute (Replace Manager)
002332	4	202	06/10/20	Claimant's Opposition Respondent's Motion to Resolve Member Dispute
002927	4	203	06/17/20	Claimant's Request For Oral Arguments re. Respondent's Motion to Resolve Member Dispute
002930	4	204	06/24/20	Respondent's Reply MPA's ISO Motion to Resolve Member Dispute
002951	4	205	07/07/20	Claimant's Supplement to Opposition to Respondent's Motion to Resolve Member Dispute
002965	4	206	07/13/20	Respondent's Supplement to Motion to Resolve Member Dispute
002985	4	207	07/20/20	Order On MTC and Amended Scheduling Order

"First Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
002993	5	208	07/16/20	Respondent's Motion To Compel Answers to First set of ROGS
003051	5	209	07/16/20	Exhibits to Respondent's Motion to Compel Answers to First set of ROGS

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

003091	5	210	07/24/20	Claimant's Opp. to MTC ANS to 1st Set of ROGS and Countermotion to Stay Proceedings
003215	5	211	07/27/20	Respondent's Reply Re MTC
003223	5	212	07/28/20	Respondent's Reply ISO MTC and Opp. to Countermotion to Stay Proceedings
003248	5	213	08/03/20	Order on Respondents Motion To Compel and Amended Scheduling Order

Motion No. 3

App.	PART	EX. No.	DATE	DESCRIPTION
003253	5	214	06/25/20	Claimant's Emergency Motion To Quash Subpoenas and for Protective Order
003283	5	215	06/29/20	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003295	5	216	06/30/20	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
003298	5	217	07/20/20	Order on Pending Motions

"Second Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003306	6	218	10/07/20	Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003362	6	219	10/19/20	Lewin-Shapiro Email Chain
003365	6	220	10/19/20	Claimant's Opposition to Respondent's MTC Further Responses to First Set of ROGS to Claimant and for POD
003375	6	221	10/22/20	Respondent's Reply to Opposition to MTC Further Responses to First Set of ROGS to Claimant and for POD
003396	6	222	11/09/20	Order on Respondent's MTC Further Responses To First Set of ROGS to Claimant and for POD

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

003403	7	223	11/05/20	Respondent's MTC Proceedings
003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

"Motion for Leave to Amend"

App.	PART	EX. No.	DATE	DESCRIPTION
003415	8	225	01/19/21	Letter to Wall requesting Leave to Amend
003422	8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
003433	8	227	01/29/21	Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
003478	8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
003482	8	229	02/04/21	Order on Respondent's Pending Motions

"Main Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
003489	9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
003539	9	231	01/29/21	Claimant's Opposition to Main deposition
003775	9	232	02/01/21	Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
003778	9	233	02/03/21	Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
003784	9	234	02/04/21	Order on Respondent's Pending Motions

"Motion for Orders"

App.	PART	EX. No.	DATE	DESCRIPTION
003791	10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
003834	10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With Keys to All of Green Valley Properties; And (3) Prohibiting Distributions to The Members Until The Sale of The Membership Interest In Issue In This Arbitration is Consummated and the Membership Interest is Conveyed
003941	10	237	02/22/21	Ruling

"Motion in Limine - Taxes"

App.	PART	EX. No.	DATE	DESCRIPTION
003948	11	238	03/05/21	CLA MIL re. Taxes
003955	11	239	03/11/21	Claimant's Opposition to CLA's MIL Regarding Bidsal's Evidence Re Taxes
003962	11	240	03/17/21	Ruling – Arbitration Day 1 03/17/2021, p. 11

"Motion in Limine - Tender"

App.	PART	EX. No.	DATE	DESCRIPTION
003964	12	241	03/05/21	CLA's Motion in Limine Re Failure to Tender
004062	12	242	03/11/21	Claimant's Opposition to MIL and Failure to Tender
004087	12	243	03/12/21	CLA's Reply to Opposition to MIL Re Failure to Tender
004163	12	244	03/17/21	Ruling – Arbitration Day 1 - 03/17/2021, pp. 15 - 17

"Motion to Withdraw Exhibit"

App.	PART	EX. No.	DATE	DESCRIPTION
004167	13	245	03/26/21	Motion to Withdrawal Exhibit 188
004170	13	246	03/31/21	Claimant's Opposition to CLA's Motion To Withdraw Exhibit 188
004172	13	247	03/31/21	CLA's Reply Re Motion To Withdraw Exhibit 188
004175	13	248	04/05/21	Order on CLA's Motion To Withdraw Exhibit 188

"LeGrand Motion"

App.	PART	EX. No.	DATE	DESCRIPTION

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	14	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	14	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	14	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	14	253	09/10/21	Order Regarding Testimony of David LeGrand

Motion re. Attorney's Fees

App.	PART	EX. No.	DATE	DESCRIPTION
004324	15	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	15	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	15	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	15	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	15	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	15	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	15	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	15	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

TRANSCRIPTS

App.	PART	EX. No.	DATE	DESCRIPTION
004772	16	262	05/08/18	Transcript of Proceedings - Honorable Stephen E. Haberfeld Volume I Las Vegas, Nevada May 8, 2018
004994	16	263	05/09/18	Transcript of Proceedings - Honorable Stephen E.

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756

				Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	16	264	03/17/21	Arbitration Hearing Transcript
005660	16	265	03/18/21	Arbitration Hearing Transcript
006048	16	266	03/19/21	Arbitration Hearing Transcript
006505	16	267	04/26/21	Arbitration Hearing Transcript
006824	16	268	04/27/21	Arbitration Hearing Transcript
007052	16	269	06/25/21	Arbitration Hearing Transcript
007104	16	270	08/05/21	Arbitration Hearing Transcript
007225	16	271	09/29/21	Arbitration Hearing Transcript
007477	16	272	01/05/22	Arbitration Hearing Transcript
007508	16	273	02/28/22	Arbitration Hearing Transcript

OTHER

App.	PART	EX. No.	DATE	DESCRIPTION
007553	17	274	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – *(Case No. A-19-795188-P, District Court, Clark County, NV)*
007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief *(Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV)*
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, *Order of Affirmance*, unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
8965 S. Eastern Avenue, Suite 382
Las Vegas, NV 89123
Tel: (702) 727-6258/Fax: (702) 446-6756
Email: lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties LLC

REISMAN·SOROKAC
8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258 Fax: (702) 446-6756