

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

\* \* \* \* \*

CLA PROPERTIES LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

CLA PROPERTIES LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

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**APPELLANT'S APPENDIX**

**VOLUME 6**

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	<u>Exhibit 235</u> : CLA Properties, LLC's Motion for Orders (1) 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 Sales of the Membership Interest in Issue in this Arbitration is Consumated and the Membership Interest is Conveyed dated February 5, 2021		18	4059-4101

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(Cont. 16)	<u>Exhibit 236</u> : Claimant's Opposition to Respondent / Counterclaimant's Motion for Orders (1) Compelling Claimant To Restore / Add CLA to All Green Valley Bank Accounts; (2) Provide CLA with Keys to All 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 dated February 19, 2021		18	4102-4208
	<u>Exhibit 237</u> : Order on Respondent's Motion for Various Orders dated February 22, 2021		18	4209-4215
	<u>Exhibit 238</u> : CLA Motion in Limine re Bidsal's Evidence re Taxes dated March 5, 2021		18	4216-4222
	<u>Exhibit 239</u> : Claimant's Opposition to CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes dated March 11, 2021		18	4223-4229
	<u>Exhibit 240</u> : Ruling – Arbitration Day 1 p. 11 dated March 17, 2021		18	4230-4231
	<u>Exhibit 241</u> : CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 5, 2021		19	4232-4329
	<u>Exhibit 242</u> : Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 11, 2021		19	4330-4354
	<u>Exhibit 243</u> : CLA Properties, LLC's Reply to Shawn Bidsal's Opposition Re Failure to Tender dated March 12, 2021		19	4355-4430

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(Cont. 16)	<u>Exhibit 244</u> : Ruling – Arbitration Day 1 pp 15-17 dated March 17, 2021		19	4431-4434
	<u>Exhibit 245</u> : CLA’s Motion to Withdraw Exhibit 188 dated March 26, 2021		19	4435-4437
	<u>Exhibit 246</u> : Claimant’s Opposition to CLA’s Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4438-4439
	<u>Exhibit 247</u> : CLA’s Reply to Bidsal’s Opposition to the Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4440-4442
	<u>Exhibit 248</u> : Order on Respondent’s Motion to Withdraw Exhibit 188 dated April 5, 2021		19	4443-4445
17.	Appendix to Movant CLA Properties, LLC’s Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 16 of 18)	6/22/22	19	4446
	Note Regarding Incorrect Index		19	4447
	Index [Incorrect]		19	4448-4458
	<u>Exhibit 249</u> : CLA Properties, LLC’s Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated May 21, 2021		19	4459-4474
	<u>Exhibit 250</u> : Claimant Shawn Bidsal’s Brief Regarding the Testimony of David LeGrand dated June 11, 2021		20	4475-4569
	<u>Exhibit 251</u> : CLA’s Properties, LLC Supplemental Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated July 9, 2021		20	4570-4577



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(Cont. 17)	<u>Exhibit 252</u> : Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand dated July 23, 2021		20	4578-4595
	<u>Exhibit 253</u> : Order Regarding Testimony of David LeGrand dated September 10, 2021		20	4596-4604
	<u>Exhibit 254</u> : Claimant Shawn Bidsal's Application for Award of Attorney's Fees and Costs dated November 12, 2021		20	4605-4687
	<u>Exhibit 255</u> : Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorney's Fees and Costs dated December 3, 2021		21	4688-4757
	<u>Exhibit 256</u> : Claimant's Reply in Support of Claimant Shawn Bidsal's Application for Attorney's Fees and Costs dated December 17, 2021		21	4758-4806
	<u>Exhibit 257</u> : Respondent / Counterclaimant CLA Properties, LCC's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs dated December 23, 2021		21	4807-4838
	<u>Exhibit 258</u> : Response to CLA Properties' Rogue Supplemental Opposition dated December 29, 2021		21	4839-4946
	<u>Exhibit 259</u> : Claimant Shawn Bidsal's Supplemental Application for Award of Attorney's Fees and Costs dated January 12, 2022		21 22	4847-4930 4931-4964

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(Cont. 17)	<u>Exhibit 260</u> : Respondent's Second Supplemental Opposition to Application for Attorney's Fees and Costs dated January 26, 2022		22	4965-4998
	<u>Exhibit 261</u> : Claimant's Second Supplemental Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorney Fees and Costs dated February 15, 2022		22	4999-5052
18.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)	6/22/22	22	5053
	Note Regarding Incorrect Index		22	5054
	Index [Incorrect]		22	5055-5065
	<u>Exhibit 262</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 1 dated May 8, 2018		23	5066-5287
	<u>Exhibit 263</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 2 dated May 9, 2018		23 24	5288-5313 5314-5549
	<u>Exhibit 264</u> : Arbitration Hearing Transcript Day 1 dated March 17, 2021		25 26	5550-5797 5798-5953
	<u>Exhibit 265</u> : Arbitration Hearing Transcript Day 2 dated March 18, 2021		26 27 28	5954-6046 6047-6260 6261-6341
	<u>Exhibit 266</u> : Arbitration Hearing Transcript Day 3 dated March 19, 2021		28 29 30	6342-6505 6506-6705 6706-6798
	<u>Exhibit 267</u> : Arbitration Hearing Transcript Day 4 dated April 26, 2021		30 31	6799-6954 6955-7117

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19.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)	6/22/22	31	7118
	Note Regarding Incorrect Index		31	7119
	Index [Incorrect]		31	7120-7130
	<u>Exhibit 268</u> : Arbitration Hearing Transcript Day 5 dated April 27, 2021		31 32	7131-7202 7203-7358
	<u>Exhibit 269</u> : Reporter's Transcript dated June 25, 2021		32	7359-7410
	<u>Exhibit 270</u> : Remote Transcript of Proceedings dated August 5, 2021		33	7411-7531
	<u>Exhibit 271</u> : Transcript of Proceedings Arbitration dated September 29, 2021		33 34	7532-7657 7658-7783
	<u>Exhibit 272</u> : Transcript of Hearing Proceedings dated January 5, 2022		34	7784-7814
	<u>Exhibit 273</u> : Transcript of Telephonic Hearing Proceedings dated February 28, 2022		34	7815-7859
	<u>Exhibit 274</u> : Appellant Shawn Bidsal's Opening Brief ( <i>Supreme Court of Nevada, Appear from Case No. A-19-795188-P, District Court, Clark County, NV</i> ) dated November 24, 2020		35	7860-7934
	<u>Exhibit 275</u> : Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award ( <i>Case No. A-19-795188-P, District Court, Clark County, NV</i> ) dated July 15, 2019		35	7935-7975

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(Cont. 19)	<u>Exhibit 276</u> : Order of Affirmance (In Re: Petition of CLA Properties, LLC C/W 80831 Nos. 80427; 80831, <i>Order of Affirmance</i> , unpublished Deposition) dated March 17, 2022		35	7976-7981
	<u>Exhibit 277</u> : 2011-2019 Green Valley Commerce Distribution		35	7982-7984
20.	Bidsal's Opposition to CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment and Bidsal's Countermotion to Confirm Arbitration Award	9/1/22	35	7985-8016
	<u>Exhibit 1</u> : Declaration of Shawn Bidsal in Support of Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC Motion to Resolve Member Dispute Re Which Manage Should be Day to Day Manager dated June 10, 2020		35	8017-8027
	<u>Exhibit 2</u> : Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal dated January 31, 2020		35	8028-8041
	<u>Exhibit 3</u> : Articles of Organization for Green Valley Commerce, LLC dated May 26, 2011		35	8042-8043
	<u>Exhibit 4</u> : Final Settlement Statement for Green Valley Commerce, LLC dated September 3, 2011		35	8044-8045
	<u>Exhibit 5</u> : Grant, Bargain and Sale Deed dated September 22, 2011		35	8046-8050
	<u>Exhibit 6</u> : Estimated Settlement Statement dated September 22, 2011		35	8051-8052

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(Cont. 20)	<u>Exhibit 7</u> : Declaration of Covenants, Conditions and Restrictions and Reservation of Comments for Green Valley Commerce Center dated March 16, 2012		35 36	8053-8097 8098-8133
	<u>Exhibit 8</u> : Seller's Closing Statement – Final dated September 10, 2012		36	8134-8136
	<u>Exhibit 9</u> : Operating Agreement for Green Valley Commerce, LLC		36	8137-8165
	<u>Exhibit 10</u> : Schedule with Check of Distributions sent from Shawn Bidsal to Benjamin Golshani		36	8166-8169
	<u>Exhibit 11</u> : Seller's Closing Statement – Final dated November 14, 2014		36	8170-8171
	<u>Exhibit 12</u> : Schedule of Distributions		36	8172-8175
	<u>Exhibit 13</u> : Seller's Settlement Statement dated August 31, 2015		36	8176-8177
	<u>Exhibit 14</u> : CLA Properties, LLC's Election to Purchase Membership Interest dated August 3, 2017		36	8178-8179
	<u>Exhibit 15</u> : Correspondence from Rodney T. Lewin to James E. Shapiro Re Proof of Funds to Purchase Membership Interest		36	8180-8184
	<u>Exhibit 16</u> : Demand for Arbitration Form dated September 26, 2017		36	8185-8190
	<u>Exhibit 17</u> : JAMS Arbitration Final Award dated April 4, 2019		36	8191-8212

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(Cont. 20)	<u>Exhibit 18</u> : Demand for Arbitration Form dated February 7, 2020		36	8213-8247
	<u>Exhibit 19</u> : Respondent's Answer and Counter-Claim dated March 4, 2020		36	8248-8276
	<u>Exhibit 20</u> : JAMS Final Award dated March 12, 2022		36	8277-8308
	<u>Exhibit 21</u> : Order of Affirmance dated March 17, 2022		36	8309-8314
	<u>Exhibit 22</u> : Remittitur from Supreme Court of the State of Nevada dated June 10, 2022		36	8315-8319
	<u>Exhibit 23</u> : Correspondence from James E. Shapiro to Benjamin Golshani Re Offer to Purchase Membership Interest dated July 7, 2017		36	8320-8321
	<u>Exhibit 24</u> : Cashier's Check		36	8322-8323
21.	CLA's Reply in Support of Motion to Vacate (Partially) Arbitration Award	10/7/22	37	8324-8356
22.	CLA's Opposition to Shawn Bidsal's Countermotion to Confirm Arbitration Award	10/7/22	37	8357-8359
	<u>Exhibit 1</u> : Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated June 17, 2022		37	8360-8445
	<u>Exhibit 2</u> : CLA's Reply in Support of Motion to Vacate [Partially] Arbitration Award dated October 7, 2022		37	8446-8479
23.	Bidsal's Reply in Support of Bidsal's Countermotion to Confirm Arbitration Award	10/31/22	37	8480-8505

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(Cont. 23)	<u>Exhibit 25</u> : Arbitration Hearing Partial Transcript Day 3 dated March 19, 2021		37	8506-8511
24.	Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award	3/20/23	37	8512-8521
25.	Notice of Entry of Order {Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award dated March 20, 2023}	3/21/23	37	8522-8533
26.	Transcript of Hearing Re: Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated February 7, 2023	4/11/23	38	8534-8660
27.	CLA Properties, LLC's Notice of Appeal	4/17/23	38	8661-8672
28.	CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful and Request for Order Shortening Time	5/4/23	38	8673-8680
	<u>Exhibit A</u> : Declaration of Todd Kennedy, Esq. dated April 27, 2023		38	8681-8684
29.	Bidsal's Opposition to CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Right as to the Fees and Right to Return if Appeal is Successful on Order Shortening Time	5/8/23	38	8685-8692

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(Cont. 29)	<u>Exhibit 1:</u> Transcript of Proceedings Re Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated April 11, 2023		38 39	8693-8782 8783-8802
	<u>Exhibit 2:</u> JAMS Final Award dated March 12, 2022		39	8803-8834
30.	Recorder's Transcript of Pending Motions dated May 9, 2023	5/12/23	39	8835-8878
31.	Recorder's Transcript of Pending Motion dated May 11, 2023	5/15/23	39	8879-8888
32.	Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/24/23	39	8889-8893
33.	Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8894-8898
34.	Notice of Entry of Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8899-8905
35.	Notice of Entry of Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/25/23	39	8906-8915
36.	CLA Properties, LLC's Supplemental Notice of Appeal	6/20/23	39	8916-8917
37.	CLA Properties, LLC's Errata to Supplemental Notice of Appeal	6/23/23	39	8918-8931



# **EXHIBIT 158**

**Vanessa Cohen**

---

**From:** shawn bidsal <wcico@yahoo.com>  
**Sent:** Wednesday, April 25, 2018 12:49 PM  
**To:** Sheldon Herbert; James E. Shapiro; Daniel Goodkin; Vanessa Cohen  
**Subject:** Fw: flyers  
**Attachments:** GV Commercial Ct rBrochure Bldg D V2.pdf; Building F brochure 8-12.pdf

Shawn Bidsal  
 West Coast Investments Inc  
 14039 Sherman Way, Suite 201  
 Van Nuys CA 91405  
 818-901-8800 p  
 818-901-8877 f

----- Forwarded Message -----

**From:** Jeff Chain <jeff@mpdvn.com>  
**To:** "wcico@yahoo.com" <wcico@yahoo.com>  
**Sent:** Monday, August 13, 2012, 8:52:09 AM PDT  
**Subject:** flyers

Jeff Chain, CCIM

MILLENNIUM

A Real Estate Company

3900 S. Hualapai, Suite 200

Las Vegas, Nevada, 89147

702-688-6400 Office

702-379-8855 Cell

702-688-6402 fax



This message and any attached documents may contain information from the firm of Millennium, a real estate company that is confidential and/or privileged. If you are not the intended recipient, you may not read, copy, distribute or use this information. If you have received this transmission in error, please notify the sender immediately by reply e-mail and then delete this message

# Fully Leased Building in The Commerce Center

Henderson, Nevada



## Office / Industrial Flex Property

### Location:

3 Sunset Way, Building D  
Las Vegas, Nevada 89014

### Site Overview:

Millennium Commercial Properties is pleased to present a compelling investment opportunity in the heart of Henderson, Nevada. This attractive Flex Office/Industrial building is located 15 minutes East of McCarran International Airport, is 100% occupied and delivered commendable NOI performance in 2011 and 1H 2012.

### Property Data:

<u>Building # D</u>	
Square Footage	7,805
Current GSI	\$109,368
Current Occupancy	100%
Current Expenses	\$14,049
Current NOI	\$95,319
Current Cap:	9.5%

### Purchase Price:

**\$999,000**      **\$128 per ft.**



**Jeff Chain, CCIM**

Millennium Commercial Properties

3900 South Hualapai Way, Suite 200, Las Vegas, NV 89147

702.688.6402 Office      702.379.8855 Cell

[Jeff@mpdnv.com](mailto:Jeff@mpdnv.com)

**APPENDIX (PX)000941**

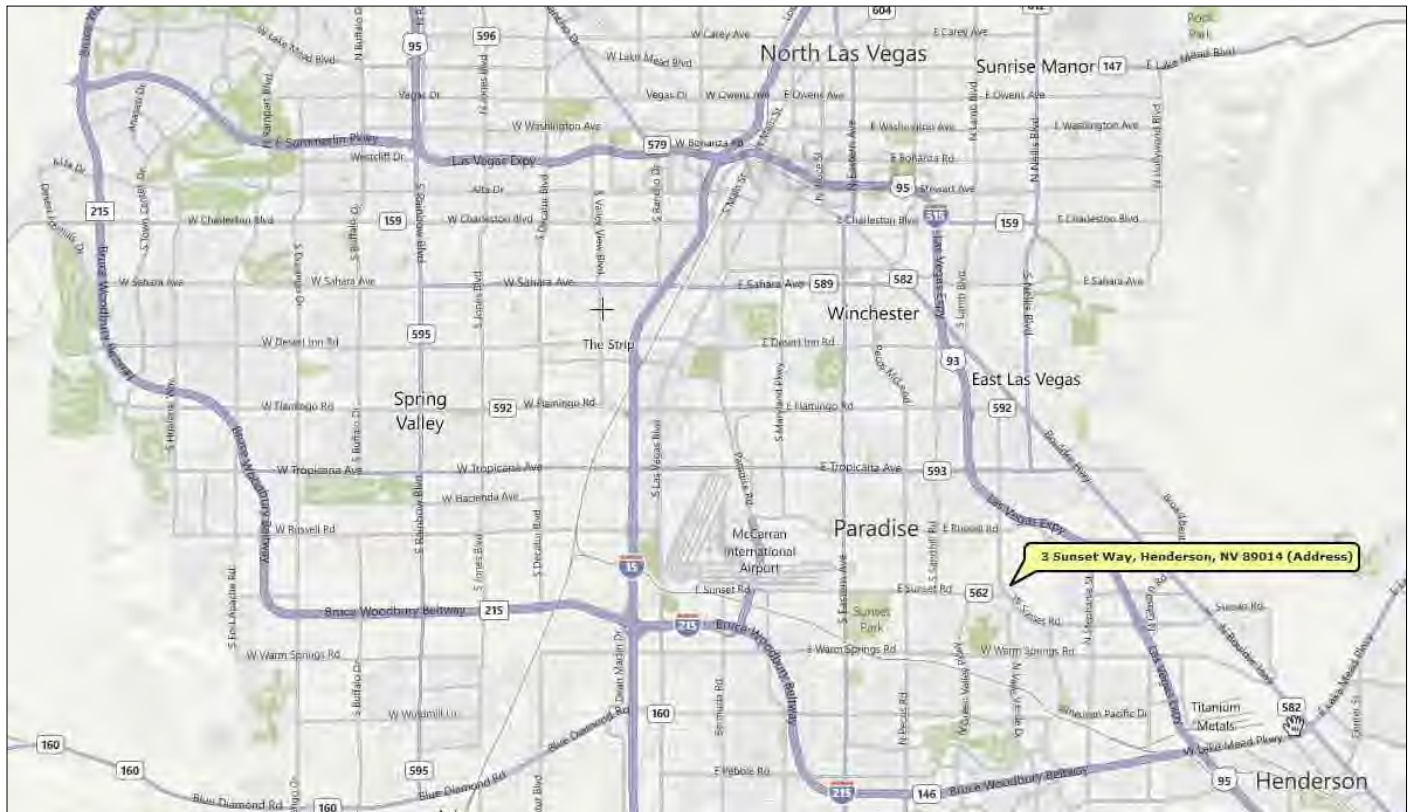
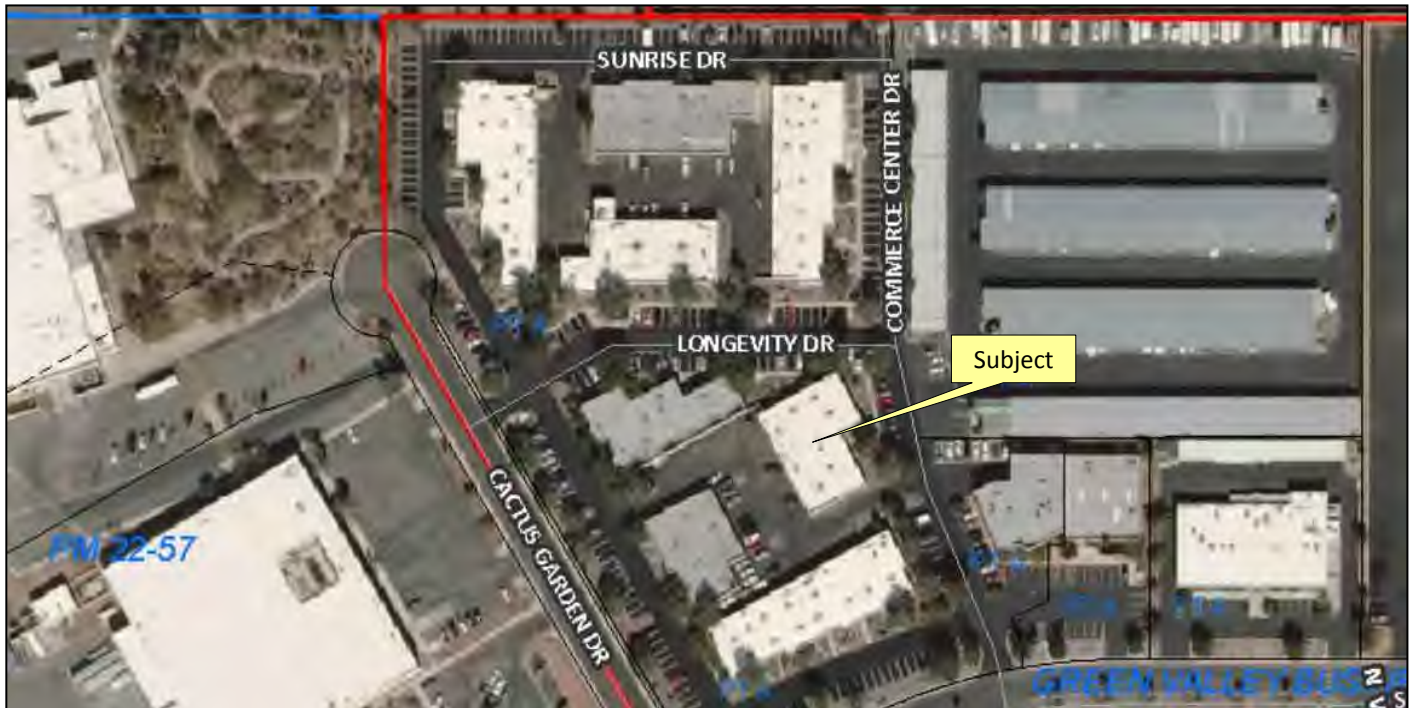
**BIDSAL000622**



For Sale:

6A.App.1107

# Fully Leased Building in The Commerce Center Henderson, Nevada



**Jeff Chain, CCIM**

Millennium Commercial Properties

3900 South Hualapai Way, Suite 200, Las Vegas, NV 89147

702.688.6402 Office 702.379.8855 Cell

[Jeff@mpdnv.com](mailto:Jeff@mpdnv.com)

**APPENDIX (PX)000942**

**BIDSAL000623**

6A.App.1107



**Southwick Landscape Architects**  
12 Commerce Center Drive, Suite D-44  
Henderson, NV 89014

southwickla.com

Suite 44D	4,454 SF	2/1/05 - 1/31/13
Annual Base Rent and CAM		\$ 67,761



Quality Investigations, Inc.  
10 Commerce Drive  
Suite D-46  
Henderson, NV 89014 USA

qisecurity.com

Suite 46D	3,351 SF	6/5/06 - 6/30/16
Annual Base Rent		\$ 41,607





# Green Valley Commerce Center Building F



Millennium Commercial  
Properties  
APPENDIX (PK)006944

Offering Memorandum

BIDSAL000625

6A.App.1109

# Executive Summary

Millennium Commercial Properties are pleased to present a compelling investment opportunity in the heart of Henderson, Nevada. This attractive Flex Office/Industrial building is located 15 minutes East of McCarran International Airport, is 100% occupied by two tenants and delivered commendable NOI performance in 2010 and 2011, and delivers a first class building combined with a highly desirable location.





# Property Overview Combined

Address:	3 Sunset Way
Class:	A
Year Built:	1984
Parcel#:	161-32-810-002 (portion of)
Floors:	1
Net Rentable Sq Ft:	10,702
Occupancy:	100 %
Net Operating Income:	\$167,578
Cap Rate:	9.5%
<b>Purchase Price:</b>	<b>\$1,765,000</b>

# Rent Roll & Expense Statement

Tenant	Sq/Ft	lease start	Lease end	Rent	Rent	CAM	CAM	Other	Total
				Rate	Rate				
Transition Services	2,614	4/15/2000	4/30/15	1.19	3,111	.28	732		\$3,843
Shinnyo-En USA	8,088	2/1/2007	1/31/2014	1.17	9,463	.28	2,265		\$11,728
									\$11,778
Square Footage	Total		10,702				Gross Scheduled Income		\$186,842
							Total Expenses		\$19,264
							Net Operating Income		\$167,578

# Neighborhood Overview

The Green Valley Commerce Center is located in the heart of Green Valley Business district. Developed by American Nevada Corporation who was the developer of 8,000 acres of what is now known as Green Valley. The property is 8 single story flex office buildings. Property is bordered on the west by Ethel M Chocolate Factory, retail center and botanical gardens.

American Nevada is the master developer of Green Valley and Green Valley Ranch, and through its affiliates, is the managing member of North Valley Enterprises LLC, developer of the Aliante master-planned community in North Las Vegas and the managing partner in Silver Canyon Partnership, developer of the Seven Hills master-planned community. It is also the managing partner for Mission Peaks, an approximately 4,000-acre development near Tucson, AZ. The company is also developer of the Aliante Corporate Center office park and Aliante MarketPlace, a 20-acre grocery-anchored retail shopping center.

# Tenants Profiles



[www.shinnyoenusa.net](http://www.shinnyoenusa.net)



[www.tsilasvegas.com](http://www.tsilasvegas.com)

Transition Services began in 1998 to assist people in Las Vegas with disabilities in finding meaningful employment in a supportive atmosphere. At that time, and still true today, the choices in employment for people with disabilities is limited. The visionary founders recognized the need for a progressive kind of work model, one that offered more choices, and more individualized attention to help people find a better way to connect with their communities and find meaning for themselves.

# Neighborhood Map





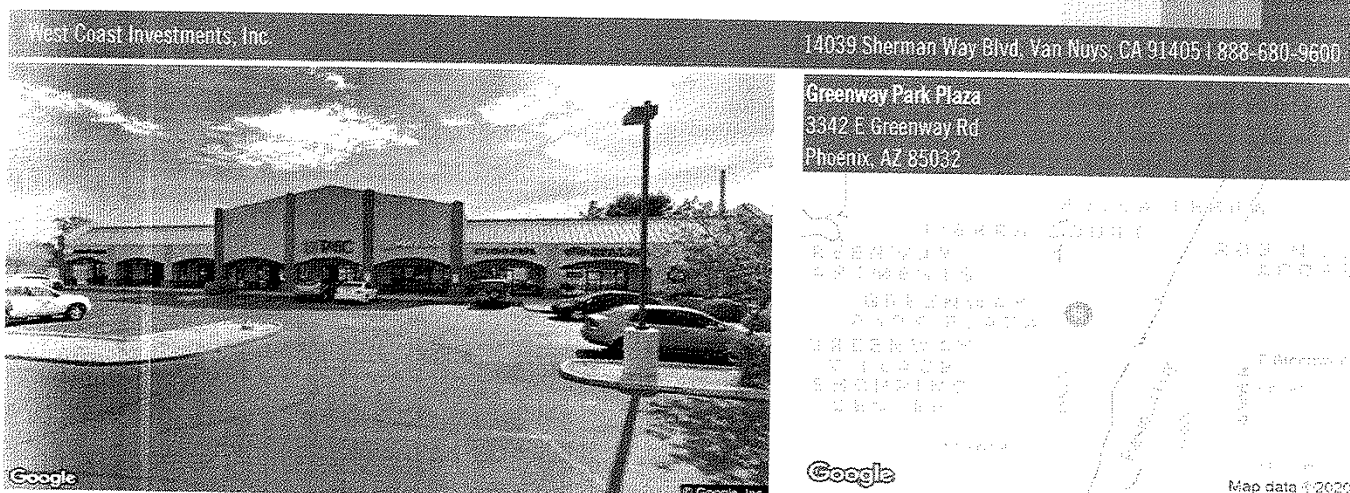
# Site Location Map



# Disclaimer

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. Buyer must verify the information and bears all risk for any inaccuracies.

# Broker Inventory



West Coast Investments, Inc.

14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

## Greenway Park Plaza

3342 E Greenway Rd

Phoenix, AZ 85032



### PROPERTY DATA - Retail

Building Size	11,765 SF	# Floors	1	Construction Type	
Specific Use	Neighborhood Center	Elevators	No	Sprinklered	
Building Status	Existing	Condo	No	Parking	/
Occupancy Type	Multi-Tenant	Lot Size	1.17 Ac / 50,965 SF	Owner	Green Valley Commerce LLC
Year Built / Renovated	2002 /	Zoning	C-C	Market Area	AZ - Central Phoenix
# of Units		APN	21435232	# of Buildings	1

### Shawn Bidsal

West Coast Investments, Inc.

wcico@yahoo.com

888-680-9600

### AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Vacant	Avail SF	Min SF	Rate	Date Avail
Retail: 102	No	Yes	2,419	2,419	TBD	Now
Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HH exceeds \$58,990 and median housing values average of \$291,500. Currently, 167,883 households reside within 5 miles and is on						
Retail: 105	No	Yes	2,419	2,419	TBD	Now
Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HH exceeds \$58,990 and median housing values average of \$291,500. Currently, 167,883 households reside within 5 miles and is on						
Retail: 107	No	Yes	1,167	1,167	TBD	Now
Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA. Anchored by Food City, Family Dollar and Goodwill. 5-Mile Average HH exceeds \$58,990 and median housing values average of \$291,500. Currently, 167,883 households reside within 5 miles and is on						

1. This listing is for information only and does not constitute an offer. The actual terms, conditions, and restrictions of the lease will be set forth in the lease agreement. The information herein is subject to change without notice. The information herein is not to be used in any way to solicit a lease. The information herein is not to be used in any way to solicit a lease. The information herein is not to be used in any way to solicit a lease.

dated: 5/21/2020

Page: 5

AIR



# Broker Inventory

West Coast Investments, Inc.

14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

**INDUSTRIAL**

Property Location

Available SF

Rate/SF

DH/GL

Const Status

Clear Height

Vacant

Price/SF

Sprinkler

Listing Status

Amps

Office SF

Bldg SF

Yard

Possession

Parking

Listing Notes

Green Valley Commerce Center Bldg B  
5 Cactus Garden Dr, Unit 20-B  
Henderson, NV 89014



6,240 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

West Coast Investments, Inc. - [Shawn Bidsal](mailto:Shawn.Bidsal@wcinvestments.com) 888-680-9600

FTCF:

Zoning/Rail: /

APN: 16132810049

Listing #: 24577223

Mos on Mkt: 0

Notes:

Green Valley Commerce Center Bldg A  
3 Cactus Garden Drive, Unit 10-A  
Henderson, NV 89014



2,308 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

West Coast Investments, Inc. - [Shawn Bidsal](mailto:Shawn.Bidsal@wcinvestments.com) 888-680-9600

FTCF:

Zoning/Rail: /

APN: 16132810048

Listing #: 24577195

Mos on Mkt: 0

Notes:

Green Valley Commerce Center Bldg A  
3 Cactus Garden Drive, Unit 12-A  
Henderson, NV 89014



1,198 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

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FTCF:

Zoning/Rail: /

APN: 16132810048

Listing #: 24577200

Mos on Mkt: 0

Notes:

Green Valley Commerce Center Bldg A  
3 Cactus Garden Drive, Unit 13-A  
Henderson, NV 89014



1,543 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

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FTCF:

Zoning/Rail: /

APN: 16132810048

Listing #: 24577202

Mos on Mkt: 0

Notes:

Green Valley Commerce Center Bldg A  
3 Cactus Garden Drive, Unit 17-A  
Henderson, NV 89014



2,331 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

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FTCF:

Zoning/Rail: /

APN: 16132810048

Listing #: 24577205

Mos on Mkt: 0

Notes:

Green Valley Commerce Center Bldg G  
35 Cactus Garden Drive, Unit 72-G  
Henderson, NV 89014



5,202 SF

\$0.90 Annual/SF NNN /

Existing

Available

Now

Yes

NFS

Now

Now

Now

Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome.

West Coast Investments, Inc. - [Shawn Bidsal](mailto:Shawn.Bidsal@wcinvestments.com) 888-680-9600

FTCF:

Zoning/Rail: /

APN: 16132810053

Listing #: 24577224

Mos on Mkt: 0

Notes:

# Broker Inventory

West Coast Investments, Inc.

14039 Sherman Way Blvd, Van Nuys, CA 91405 | 888-680-9600

**INDUSTRIAL**

Property Location

Available SF

Rate/SF

DH/GL

Const Status

Clear Height

Vacant

Price/SF

Sprinkler

Listing Status

Amps

Office SF

Bldg SF

Yard

Possession

Parking

Listing Notes

Green Valley Commerce Center Bldg H  
20 Commerce Center Drive, Unit 84-H  
Henderson, NV 89014

1,810 SF

\$0.65 Annual/SF NNN /

Existing

Conveniently located near a variety of major retail amenities

Yes

NFS

Available

including the Galleria Mall, an extensive selection of

12,100 SF

Now

restaurants, banks, hotels, medical and child care facilities.

In close proximity to both I-95 and the I-215 and is just minutes

away from McCarran International Airport

Short term leases are welcome

West Coast Investments, Inc. - [Shawn Bidsal 888-680-9600](tel:888-680-9600)

Notes:

FTCF:

Zoning/Rail: /

APN: 16132810054

Listing #: 24577228

Mos on Mkt: 0

Green Valley Commerce Center Bldg H  
20 Commerce Center Drive, Unit 86-H  
Henderson, NV 89014

1,537 SF

\$0.65 Annual/SF NNN /

Existing

Conveniently located near a variety of major retail amenities

Yes

NFS

Available

including the Galleria Mall, an extensive selection of

12,100 SF

Now

restaurants, banks, hotels, medical and child care facilities.

In close proximity to both I-95 and the I-215 and is just minutes

away from McCarran International Airport

Short term leases are welcome

West Coast Investments, Inc. - [Shawn Bidsal 888-680-9600](tel:888-680-9600)

Notes:

FTCF:

Zoning/Rail: /

APN: 16132810054

Listing #: 24577232

Mos on Mkt: 0

Green Valley Commerce Center Bldg H  
20 Commerce Center Drive, Unit 88-H  
Henderson, NV 89014

1,711 SF

\$0.65 Annual/SF NNN /

Existing

Conveniently located near a variety of major retail amenities

Yes

NFS

Available

including the Galleria Mall, an extensive selection of

12,100 SF

Now

restaurants, banks, hotels, medical and child care facilities.

In close proximity to both I-95 and the I-215 and is just minutes

away from McCarran International Airport

Short term leases are welcome

West Coast Investments, Inc. - [Shawn Bidsal 888-680-9600](tel:888-680-9600)

Notes:

FTCF:

Zoning/Rail: /

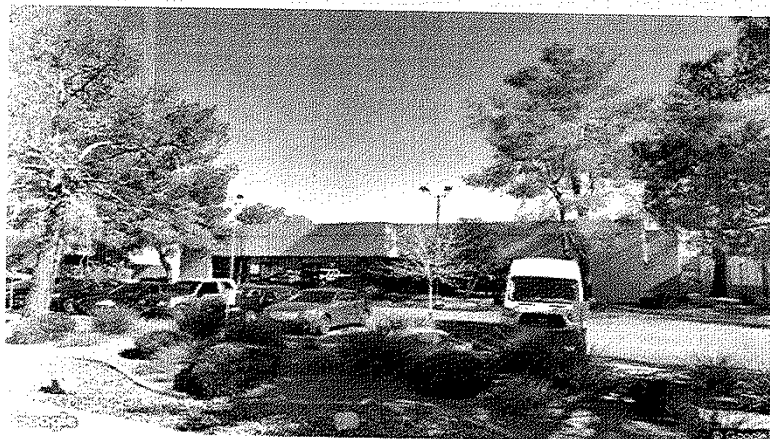
APN: 16132810054

Listing #: 24577236

Mos on Mkt: 0

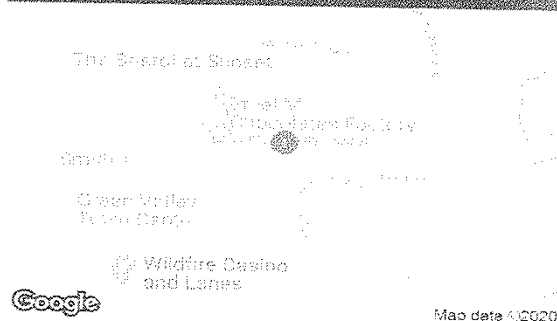
AIR

## Quick List



**Green Valley Commerce Center Bldg B**  
5 Cactus Garden Dr  
Henderson, NV 89014

4



### PROPERTY DATA - Industrial

Building Size	6,300 SF	Clear Height	Construction Type
Specific Use	Manufacturing	GL Doors	Sprinklered
Lot Size	0.14 Ac / 6,098 SF	DH Doors	Parking
Zoning		Office SF	APN
Occupancy Type	Multi-Tenant	Yard	Market Area
Year Built / Renovated	1983 /	Building Status	Existing
			Condo
			0 /
			16132810049
			Henderson
			No

**Shawn Bidsal**  
West Coast Investments, Inc.  
wcico@yahoo.com  
888-680-9600

**Edward Silberman**  
wcico6@yahoo.com  
888-680-9600

### AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Avail SF	Rate	Date Avail	Clear Ht	Office SF	GL/DH	Power	Yard
Ind: 20-B	No	6,240	\$0.90 NNN	Now			/	A: V: Q: W:	

*Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space.*

AIR  
WE 319 2104

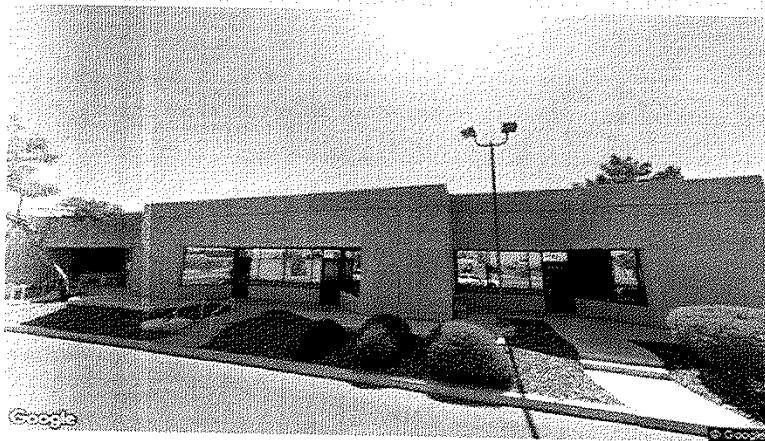
**Venessa Lee**  
vlee@aircre.com  
714-538-8432

AIR  
WE 319 2104

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5/14/2020

# Quick List



**Green Valley Commerce Center Bldg G**  
35 Cactus Garden Drive  
Henderson, NV 89014

5

Chili Lights Apartments

Chapel Hill  
Chapel Hill  
Chapel Hill

Barley's Casino  
& Brewing Co.

Roseman University  
of Health Sciences

Google

Map data ©2020

## PROPERTY DATA - Industrial

Building Size	9,538 SF	Clear Height	Construction Type
Specific Use	Manufacturing	GL Doors	Sprinklered
Lot Size	0.22 Ac / 9,583 SF	DH Doors	Parking
Zoning		Office SF	APN
Occupancy Type	Multi-Tenant	Yard	Market Area
Year Built / Renovated	1986 /	Building Status	Existing
			Condo
			0 /
			16132810053
			Henderson
			No

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West Coast Investments, Inc.  
wcico@yahoo.com  
888-680-9600

**Edward Silberman**  
wcico6@yahoo.com  
888-680-9600

## AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Avail SF	Rate	Date Avail	Clear Ht	Office SF	GL/DH	Power	Yard
Ind: 72-G	No	5,202	\$0.90 NNN	Now			/	A: V: O: W:	

*Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space*

AIR  
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**Venessa Lee**  
vlee@aircre.com  
714-538-8432

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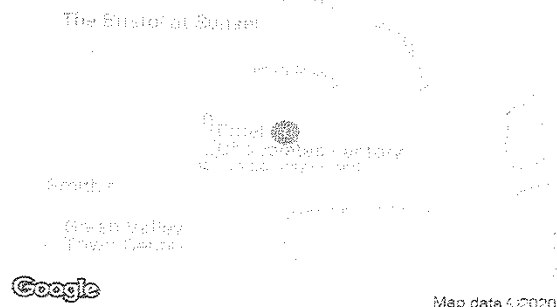
5/14/2020

## Quick List



**Green Valley Commerce Center Bldg H**  
20 Commerce Center Drive  
Henderson, NV 89014

6



Map data 4/2020

### PROPERTY DATA - Industrial

Building Size	12,100 SF	Clear Height	Construction Type
Specific Use	Manufacturing	GL Doors	Sprinklered
Lot Size	0.26 Ac / 11,326 SF	DH Doors	Parking
Zoning		Office SF	APN
Occupancy Type	Multi-Tenant	Yard	Market Area
Year Built / Renovated	1986 /	Building Status	Existing
			Condo
			0 /
			16132810054
			Henderson
			No

**Shawn Bidsal**  
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wcico@yahoo.com  
888-680-9600

**Edward Silberman**  
wcico6@yahoo.com  
888-680-9600

### AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Avail SF	Rate	Date Avail	Clear Ht	Office SF	GL/DH	Power	Yard
Ind: 84-H	No	1,810	\$0.65 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space.									
Ind: 86-H	No	1,537	\$0.65 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space.									
Ind: 88-H	No	1,711	\$0.65 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space.									

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**Venessa Lee**  
vlee@aircre.com  
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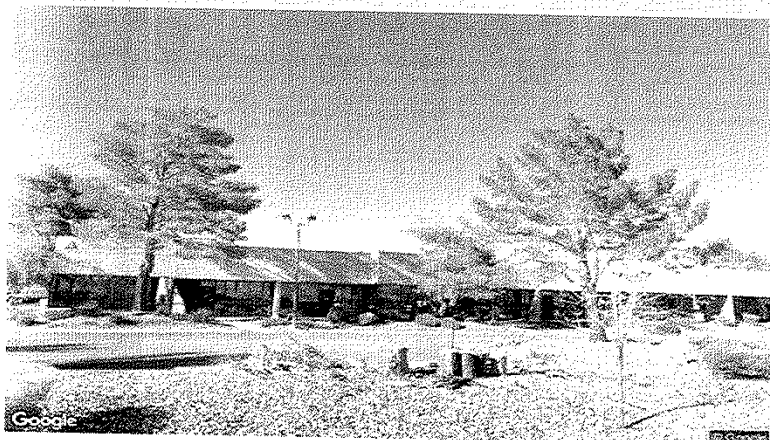
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we are more

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# Quick List

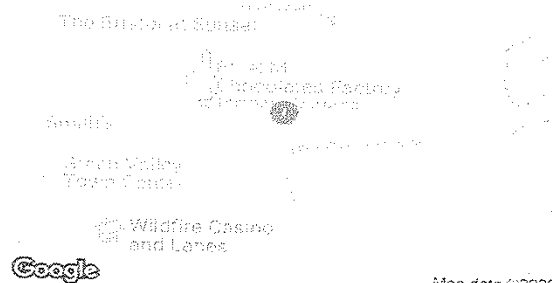
AIR CRE  
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## Green Valley Commerce Center Bldg A

3 Cactus Garden Drive  
Henderson, NV 89014

7



Map data ©2020

### PROPERTY DATA - Industrial

Building Size	12,000 SF	Clear Height	Construction Type
Specific Use	Manufacturing	GL Doors	Sprinklered
Lot Size	0.26 Ac / 11,326 SF	DH Doors	Parking
Zoning		Office SF	APN
Occupancy Type	Multi-Tenant	Yard	Market Area
Year Built / Renovated	1986 /	Building Status	Existing Condo
			0 / 16132810048 Henderson No

Shawn Bidsal  
West Coast Investments, Inc.  
wcico@yahoo.com  
888-680-9600

Edward Silberman  
wcico6@yahoo.com  
888-680-9600

### AVAILABLE SPACE - For Lease

Type: Suite	Sublease	Avail SF	Rate	Date Avail	Clear Ht	Office SF	GL/DH	Power	Yard
Ind: 10-A	No	2,308	\$0.90 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space									
Ind: 12-A	No	1,198	\$0.90 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space									
Ind: 13-A	No	1,543	\$0.90 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space									
Ind: 17-A	No	2,331	\$0.90 NNN	Now			/	A: V: O: W:	
Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.. In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport. Short term leases are welcome. Offering flex office and light warehouse space									

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Venessa Lee  
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5/14/2020



**WEST COAST  
INVESTMENTS  
INC**

investments  
property management



# GREEN VALLEY COMMERCE CENTER

**3 SUNSET WAY & 28 COMMERCE CENTER DR  
HENDERSON, NEVADA 89014**

## STRATEGICALLY LOCATED IN GREEN VALLEY

1,198 SF - 6,240 SF AVAILABLE



- Conveniently located near a variety of major retail amenities including the Galleria Mall, an extensive selection of restaurants, banks, hotels, medical and child care facilities.
- In close proximity to both I-95 and the I-215 and is just minutes away from McCarran International Airport
- Short term leases are welcome
- Offering flex office and light warehouse space

**WEST COAST INVESTMENTS, INC**  
**PHONE 888.680.9600**

**Shawn Bidsal**  
**1-818-430-5477**  
**wcico@yahoo.com**

**Eddie Silberman**  
**1-818-901-8800**  
**wcico6@yahoo.com**

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# GREEN VALLEY COMMERCE CENTER

**3 SUNSET WAY & 28 COMMERCE CENTER DR  
HENDERSON, NEVADA 89014**

## AVAILABILITIES

SUITE	RSF	LEASE TYPE	BASE RENT*
SUITE 10-A	2,308 RSF	TRIPLE NET	\$0.90/RSF
SUITE 12-A	1,198 RSF	TRIPLE NET	\$0.90/RSF
SUITE 13-A	1,543 RSF	TRIPLE NET	\$0.90/RSF
SUITE 17-A	2,331 RSF	TRIPLE NET	\$0.90/RSF
SUITE 20-B	6,240 RSF	TRIPLE NET	\$0.90/RSF
SUITE 72-G	5,202 RSF	TRIPLE NET	\$0.90/RSF
SUITE 84-H	1,810 RSF	TRIPLE NET	\$0.65/RSF
SUITE 86-H	1,537 RSF	TRIPLE NET	\$0.65/RSF
SUITE 88-H	1,711 RSF	TRIPLE NET	\$0.65/RSF

\*In addition to Base Rent, Tenant of also responsible for CAM charges.



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# GREEN VALLEY COMMERCE CENTER

**3 SUNSET WAY & 28 COMMERCE CENTER DR  
HENDERSON, NEVADA 89014**

## DEMOGRAPHICS

Population	1-mi.	3-mi.	5-mi.
2011 Male Population	7,666	70,386	172,062
2011 Female Population	7,651	70,022	170,502
% 2011 Male Population	50.05%	50.13%	50.23%
% 2011 Female Population	49.95%	49.87%	49.77%
2011 Total Adult Population	11,654	102,293	256,781
2011 Total Daytime Population	15,184	134,747	343,350
2011 Total Daytime Work Population	6,963	62,331	168,603
2011 Median Age Total Population	30	33	33
2011 Median Age Adult Population	38	42	42
2011 Age 0-5	1,224	12,512	30,326
2011 Age 6-13	1,489	16,683	36,795
2011 Age 14-17	951	8,918	18,662
2011 Age 18-20	731	5,254	12,441
2011 Age 21-24	1,425	8,470	21,269
2011 Age 25-29	1,612	10,806	28,333
2011 Age 30-34	1,251	10,252	26,381
2011 Age 35-39	1,093	10,268	25,030
2011 Age 40-44	1,088	10,139	23,863
2011 Age 45-49	1,056	10,294	23,417
2011 Age 50-54	927	9,208	21,621
2011 Age 55-59	725	7,268	18,481
2011 Age 60-64	578	6,042	17,482
2011 Age 65-69	402	4,662	12,618
2011 Age 70-74	271	3,425	9,176
2011 Age 75-79	238	2,717	7,554
2011 Age 80-84	161	1,947	5,237
2011 Age 85+	96	1,540	3,881
% 2011 Age 0-5	7.99%	8.91%	8.85%
% 2011 Age 6-13	9.72%	11.88%	10.74%
% 2011 Age 14-17	6.21%	6.35%	5.45%
% 2011 Age 18-20	4.77%	3.74%	3.63%
% 2011 Age 21-24	9.30%	6.03%	6.21%
% 2011 Age 25-29	10.52%	7.70%	8.27%
% 2011 Age 30-34	8.17%	7.30%	7.70%
% 2011 Age 35-39	7.14%	7.31%	7.31%
% 2011 Age 40-44	7.10%	7.22%	6.97%
% 2011 Age 45-49	6.89%	7.33%	6.84%
% 2011 Age 50-54	6.05%	6.56%	6.31%
% 2011 Age 55-59	4.73%	5.18%	5.39%
% 2011 Age 60-64	3.77%	4.30%	5.10%
% 2011 Age 65-69	2.62%	3.32%	3.68%
% 2011 Age 70-74	1.77%	2.44%	2.68%
% 2011 Age 75-79	1.55%	1.94%	2.21%
% 2011 Age 80-84	1.05%	1.39%	1.53%
% 2011 Age 85+	0.63%	1.10%	1.13%
2011 White Population	10,326	95,075	223,846
2011 Black Population	1,396	10,124	27,319
2011 Asian/Hawaiian/Pacific Islander	1,189	10,909	29,116
2011 American Indian/Alaska Native	108	952	2,429
2011 Other Population (Incl 2+ Races)	2,299	23,347	59,854
2011 Hispanic Population	3,315	37,064	93,323
2011 Non-Hispanic Population	12,002	103,344	249,241
% 2011 White Population	67.41%	67.71%	65.34%
% 2011 Black Population	9.11%	7.21%	7.97%
% 2011 Asian/Hawaiian/Pacific Islander	7.76%	7.77%	8.50%
% 2011 American Indian/Alaska Native	0.71%	0.68%	0.71%
% 2011 Other Population (Incl 2+ Races)	15.01%	16.63%	17.47%
% 2011 Hispanic Population	21.64%	26.40%	27.24%
% 2011 Non-Hispanic Population	78.36%	73.60%	72.76%
2000 Non-Hispanic White	10,616	85,786	194,529
2000 Non-Hispanic Black	651	4,966	15,026
2000 Non-Hispanic Amer Indian/Alaska Native	81	742	1,628
2000 Non-Hispanic Asian	691	6,082	14,325
2000 Non-Hispanic Hawaiian/Pacific Islander	37	397	1,246
2000 Non-Hispanic Some Other Race	n/a	176	357
2000 Non-Hispanic Two or More Races	446	3,677	8,284
% 2000 Non-Hispanic White	84.78%	84.25%	82.64%
% 2000 Non-Hispanic Black	5.20%	4.88%	6.38%
% 2000 Non-Hispanic Amer Indian/Alaska Native	0.65%	0.73%	0.69%
% 2000 Non-Hispanic Asian	5.52%	5.97%	6.09%

**WEST COAST INVESTMENTS, INC**  
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**Shawn Bidsal**  
**1-818-430-5477**  
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**wcico6@yahoo.com**

**WEST COAST  
INVESTMENTS  
INC**

investments  
property management



# GREEN VALLEY COMMERCE CENTER

**3 SUNSET WAY & 28 COMMERCE CENTER DR  
HENDERSON, NEVADA 89014**

## DEMOGRAPHICS

<b>Population</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
% 2000 Non-Hispanic Hawaiian/Pacific Islander	0.30%	0.39%	0.53%
% 2000 Non-Hispanic Some Other Race	0.00%	0.17%	0.15%
% 2000 Non-Hispanic Two or More Races	3.56%	3.61%	3.52%
<b>Population Change</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
Total Employees	n/a	n/a	n/a
Total Establishments	n/a	n/a	n/a
2011 Total Population	15,317	140,407	342,564
2011 Total Households	6,709	54,291	135,150
Population Change 1990-2011	7,273	75,141	188,314
Household Change 1990-2011	3,600	29,936	72,746
% Population Change 1990-2011	90.42%	115.13%	122.08%
% Household Change 1990-2011	115.79%	122.92%	116.57%
Population Change 2000-2011	974	20,183	60,377
Household Change 2000-2011	599	8,303	22,746
% Population Change 2000-2011	6.79%	16.79%	21.40%
% Households Change 2000-2011	9.80%	18.05%	20.24%
<b>Housing</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
2000 Total Housing Units	6,636	49,287	121,545
2000 Occupied Housing Units	6,135	46,067	112,514
2000 Owner Occupied Housing Units	2,226	30,020	68,106
2000 Renter Occupied Housing Units	3,909	16,047	44,408
2000 Vacant Housing Units	501	3,219	9,031
% 2000 Occupied Housing Units	92.45%	93.47%	92.57%
% 2000 Owner Occupied Housing Units	33.54%	60.91%	56.03%
% 2000 Renter Occupied Housing Units	58.91%	32.56%	36.54%
% 2000 Vacant Housing Units	7.55%	6.53%	7.43%
<b>Income</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
2011 Median Household Income	\$58,160	\$57,752	\$54,372
2011 Per Capita Income	\$32,272	\$29,071	\$27,464
2011 Average Household Income	\$73,679	\$75,184	\$69,612
2011 Household Income < \$10,000	158	1,997	6,784
2011 Household Income \$10,000-\$14,999	106	1,394	4,643
2011 Household Income \$15,000-\$19,999	288	1,851	6,466
2011 Household Income \$20,000-\$24,999	242	2,186	7,495
2011 Household Income \$25,000-\$29,999	228	2,414	6,997
2011 Household Income \$30,000-\$34,999	508	3,178	7,976
2011 Household Income \$35,000-\$39,999	344	3,015	7,298
2011 Household Income \$40,000-\$44,999	308	2,589	6,916
2011 Household Income \$45,000-\$49,999	281	3,123	6,967
2011 Household Income \$50,000-\$59,999	1,093	6,964	13,794
2011 Household Income \$60,000-\$74,999	785	6,655	14,856
2011 Household Income \$75,000-\$99,999	731	6,568	16,598
2011 Household Income \$100,000-\$124,999	245	3,882	10,996
2011 Household Income \$125,000-\$149,999	437	2,997	6,245
2011 Household Income \$150,000-\$199,999	370	2,790	5,991
2011 Household Income \$200,000-\$249,999	150	658	1,383
2011 Household Income \$250,000-\$499,999	359	1,728	3,147
2011 Household Income \$500,000+	77	303	597
2011 Household Income \$200,000+	585	2,689	5,127
% 2011 Household Income < \$10,000	2.35%	3.68%	5.02%
% 2011 Household Income \$10,000-\$14,999	1.58%	2.57%	3.44%
% 2011 Household Income \$15,000-\$19,999	4.29%	3.41%	4.78%
% 2011 Household Income \$20,000-\$24,999	3.61%	4.03%	5.55%
% 2011 Household Income \$25,000-\$29,999	3.40%	4.45%	5.18%
% 2011 Household Income \$30,000-\$34,999	7.57%	5.85%	5.90%
% 2011 Household Income \$35,000-\$39,999	5.13%	5.55%	5.40%
% 2011 Household Income \$40,000-\$44,999	4.59%	4.77%	5.12%
% 2011 Household Income \$45,000-\$49,999	4.19%	5.75%	5.16%
% 2011 Household Income \$50,000-\$59,999	16.29%	12.83%	10.21%
% 2011 Household Income \$60,000-\$74,999	11.70%	12.26%	10.99%
% 2011 Household Income \$75,000-\$99,999	10.89%	12.10%	12.28%
% 2011 Household Income \$100,000-\$124,999	3.65%	7.15%	8.14%
% 2011 Household Income \$125,000-\$149,999	6.51%	5.52%	4.62%
% 2011 Household Income \$150,000-\$199,999	5.51%	5.14%	4.43%
% 2011 Household Income \$200,000-\$249,999	2.24%	1.21%	1.02%
% 2011 Household Income \$250,000-\$499,999	5.35%	3.18%	2.33%
% 2011 Household Income \$500,000+	1.15%	0.56%	0.44%
% 2011 Household Income \$200,000+	8.72%	4.95%	3.79%

**WEST COAST INVESTMENTS, INC**  
**PHONE 888.680.9600**

**Shawn Bidsal**  
**1-818-430-5477**  
**wcico@yahoo.com**

**Eddie Silberman**  
**1-818-901-8800**  
**wcico6@yahoo.com**

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Green Valley  
Commerce Center

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Save

Confirm go-to-sale

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

Listing

Lease Type\*

Commission

Procurement Fee

Direct

%

%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy



Will not be published.

Available Spaces

[MANAGE CONTIGUOUS SPACE](#)

[Add Another Space](#)

Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status		
3 Sunset W... Bldg-H	1st ...	1,810 SF	3,347 SF	--	Active		

Property\*

Pending

Is Pending

3 Sunset Way & Cactus Garden - Bldg-H

mm/dd/yyyy



[REMOVE](#)

Floor\*

Suite

SF Available\*

DivisibleRent\*

SF/Mo

CAM\*

1st



86H

1,537 SF

1,537 SF

\$ 0.90

\$ 0.20

Service Type\*

Use

Availability\*  
Contract SF...

Triple Net



Office

Available 07/01/2



Term in Years\*

NegotiableFinished Ceiling Height

Existing Build-OutREQUEST UPDATE

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Green Valley  
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Cancel Update

Listing   Spaces & Properties   Taxes & Opex   Photos   Details   Tenants   Highlights   Contacts   REMOVE

Listing Completeness 85%

Select

Space Notes

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

Space Highlights

e.g. City Views

ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos & Brochures

Manage Attachments



ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES  
or drag them in.

3 Sunset W... Bldg-H	1st ...	1,711 SF	1,711 SF	--	Active		
3 Sunset W... Bldg A	1st ...	2,308 SF	2,308 SF	--	Active		

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Green Valley  
Commerce Center

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[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

3 Sunset W... Bldg D	1st ...	4,454 SF	4,454 SF	--	Active		
3 Sunset W... Bldg B	1st	6,240 SF	6,240 SF	--	Active		

10 Spaces 37,413 SF

Taxes & Operating Expenses

Year	Taxes	SF/Yr	Other Expenses	SF/Yr
2020	\$		\$	
Total				
\$				

Park Photos & Videos

[Manage Attachments](#)



Brochures & Other Documents

[Manage Documents](#)

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# Green Valley Commerce Center

12 days since last update



[Confirm go-to-date](#)

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

Business Park Name	Features
Green Valley Commerce Center	Select

## Park Description

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

## Major Tenants

[Show all tenants](#)

Floor	Tenant Name	Industry Type
ADD TENANT		

## Highlights

Describe the most appealing features of the property.

e.g. Heavy daytime foot traffic



ADD HIGHLIGHT

## Links

[help](#)

Link URL	Link Description
----------	------------------

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## Green Valley Commerce Center

12 days since last update

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Listing Completeness

85%

Shawn Bidsal

Owner, West Coast Investments, Inc.

(818) 901-8800 (p) | (818) 430-5477 (m) | [wcico@yahoo.com](mailto:wcico@yahoo.com)Listing Admins: , [EDIT ADMINS](#)[REMOVE](#)[EDIT PROFILE](#)

### Additional Contacts

[Help](#)

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Commerce Center

12 days since last update

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Confirm up-to-date

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness

85%

Listing

Lease Type\*

Commission

Procurement Fee

Direct

%

%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy



Will not be published.

Available Spaces

[MANAGE CONTIGUOUS SPACE](#)

[Add Another Space](#)

Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status		
3 Sunset W... Bldg-H	1st ...	1,810 SF	3,347 SF	--	Active		
3 Sunset W... Bldg-H	1st ...	1,537 SF	3,347 SF	--	Active		
3 Sunset W... Bldg-H	1st ...	1,711 SF	1,711 SF	--	Active		
3 Sunset W... Bldg A	1st ...	2,308 SF	2,308 SF	--	Active		
3 Sunset W... Bldg A	1st ...	1,141 SF	1,141 SF	--	Active		



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Commerce Center

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Listing Completeness

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

Triple Net

▼ Industrial

Available 05/01/2014

Term in Years\*

NegotiableOffice SF

Existing Build-OutREQUEST UPDATE

Select

▼ Partial Build-Out ▼

Space Condition

Docks

Drive Ins

Select

▼ # External # Internal 1

Amenities

Select



Space Notes

Suite G72 is a 2nd generation flex space with 10 offices, a reception area, a conference room, a restroom, and an open warehouse area with one grade level roll up door.

170 / 7000 characters used  
Space Highlights

e.g. City Views



ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos & Brochures

Manage Attachments

High

5/26/2020

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Green Valley  
Commerce Center

12 days since last update

Save

Desktop view - In-page

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness

85%

Bldg-E	1st	0,701 SF	0,701 SF	--	Active		
3 Sunset W... Bldg D	1st ...	4,454 SF	4,454 SF	--	Active		
3 Sunset W... Bldg B	1st	6,240 SF	6,240 SF	--	Active		

10 Spaces

37,413 SF

Taxes & Operating Expenses

Year	Taxes	SF/Yr ▼	Other Expenses	SF/Yr ▼
2020	\$		\$	
Total				
\$				

Park Photos & Videos

Manage Attachments



Brochures & Other Documents

Manage Documents

5/26/2020

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Green Valley  
Commerce Center

12 days since last update

50%

[Confirm up-to-date](#)

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

Business Park Name

Features

Green Valley Commerce Center

Select

Park Description

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

Major Tenants

[Show on Map](#)

Floor	Tenant Name	Industry Type
<a href="#">ADD TENANT</a>		

Highlights

Describe the most appealing features of the property.

e.g. Heavy daytime foot traffic

[ADD HIGHLIGHT](#)

Links

[Add](#)

Link URL	Link Description
----------	------------------

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Green Valley  
Commerce Center

12 days since last update

Save

Confirm update

[Listing](#) [Spaces & Properties](#) [Taxes & Opex](#) [Photos](#) [Details](#) [Tenants](#) [Highlights](#) [Contacts](#) [REMOVE](#)

Listing Completeness 85%

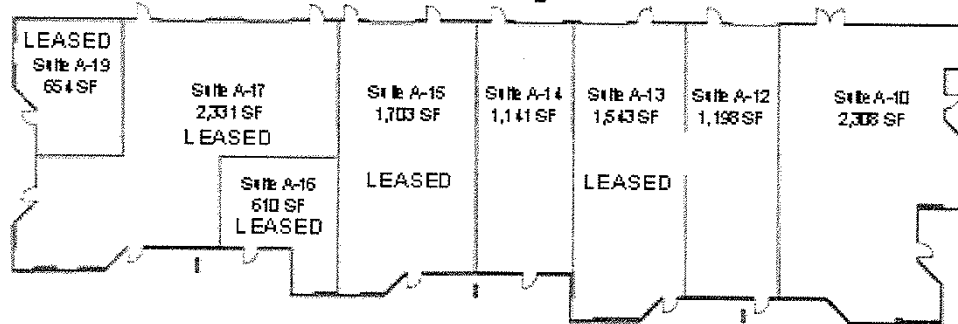
Shawn Bidsal  
Owner, West Coast Investments, Inc.  
(818) 901-8800 (p) | (818) 430-5477 (m) | wcico@yahoo.com  
Listing Admins: , [EDIT ADMINS](#)



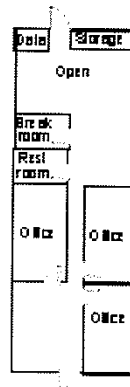
REMOVE

[EDIT PROFILE](#)

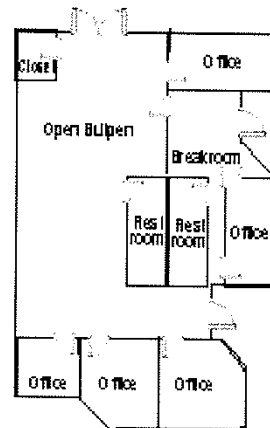
Additional Contacts

**Building A****Unit A-14**

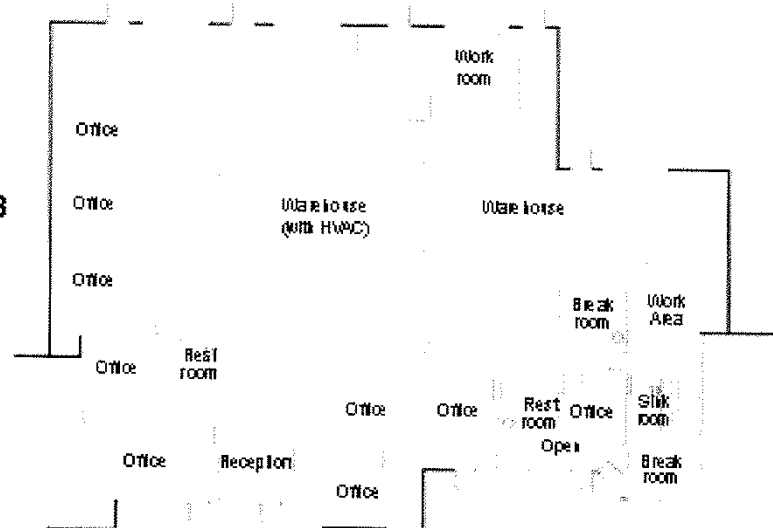
1,141 SF

**Unit A-10**

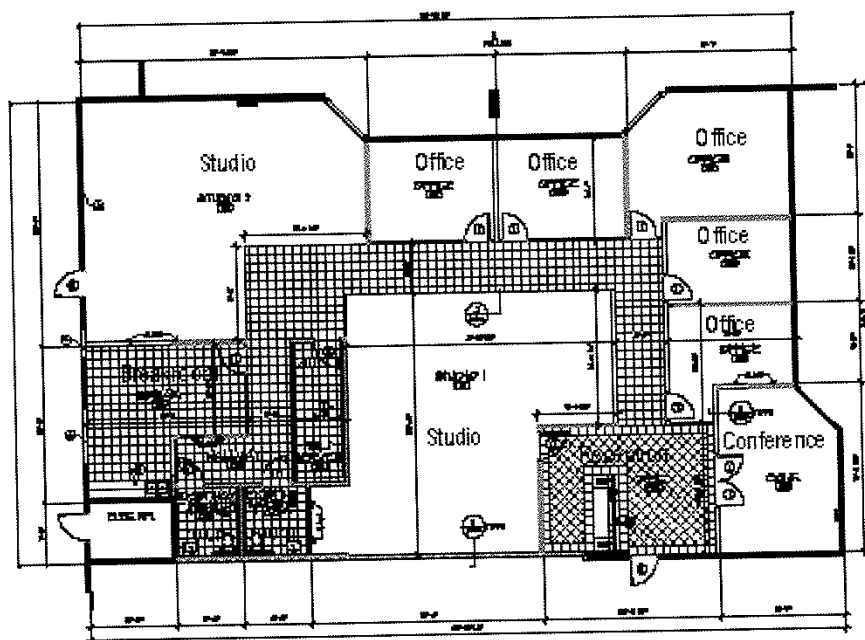
2,308 SF

**Building B  
Unit B-20**

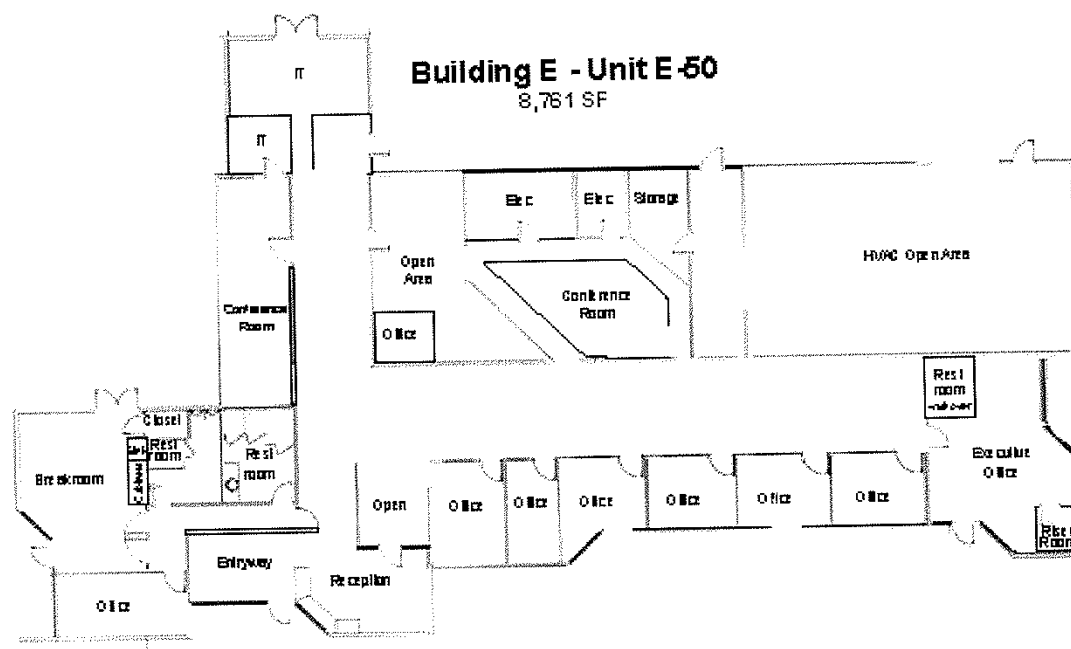
6,240 SF



Plans not to scale

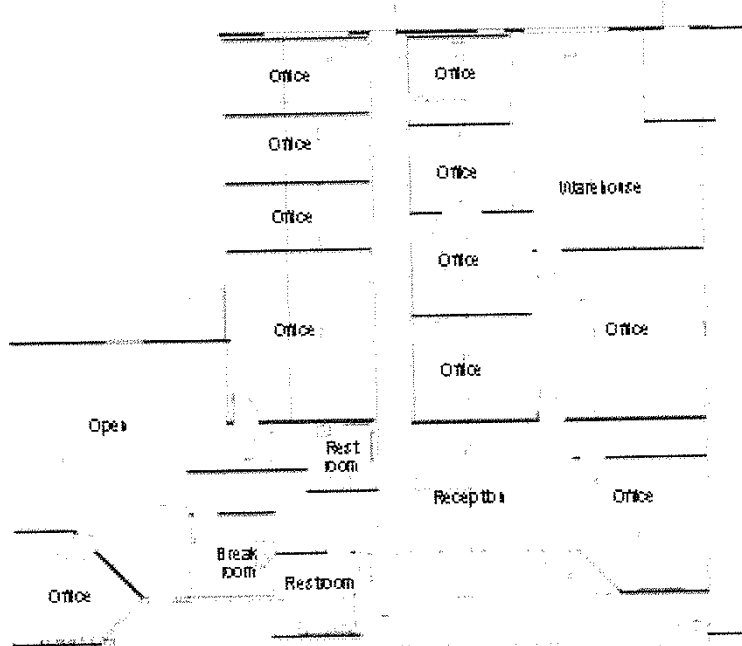


8,761 SF

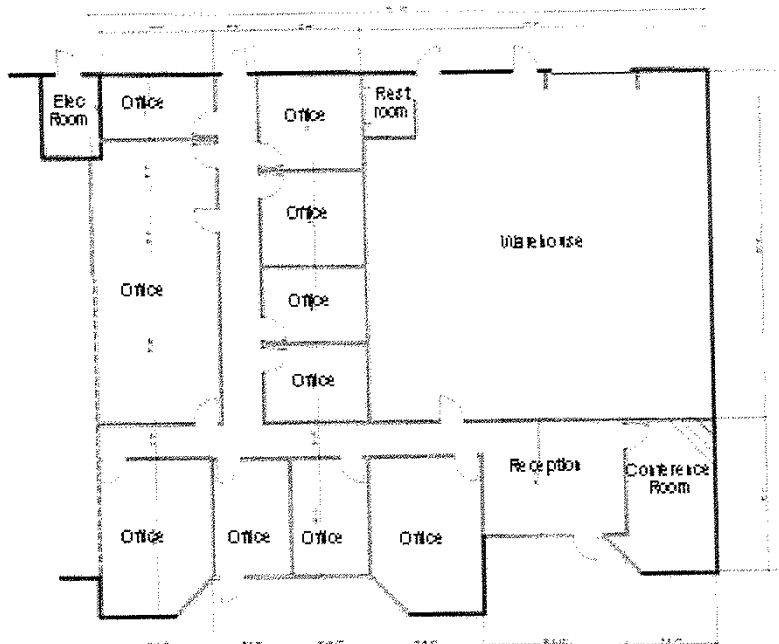


Plants not to scale

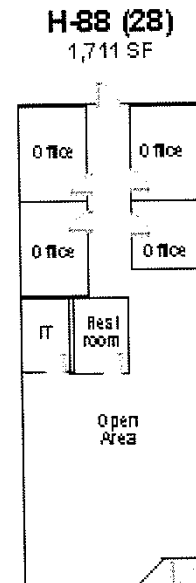
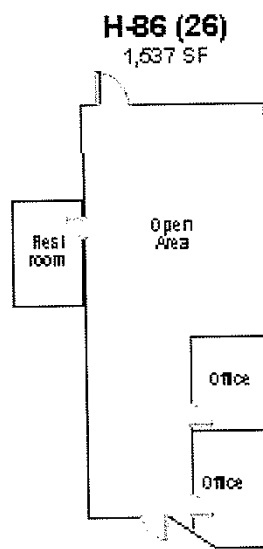
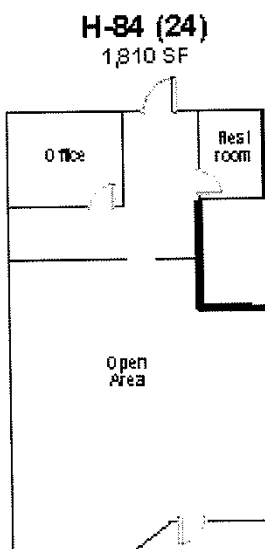
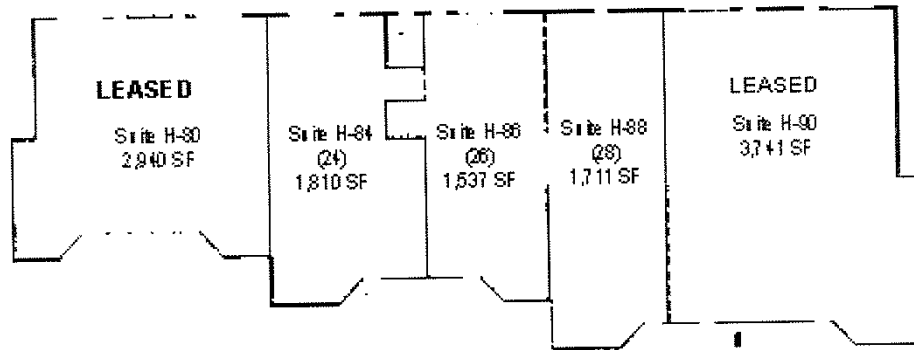
**Building G**  
**Unit G-70**  
4,249 SF



**Building G**  
**Unit G-72**  
5,202 SF

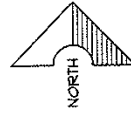
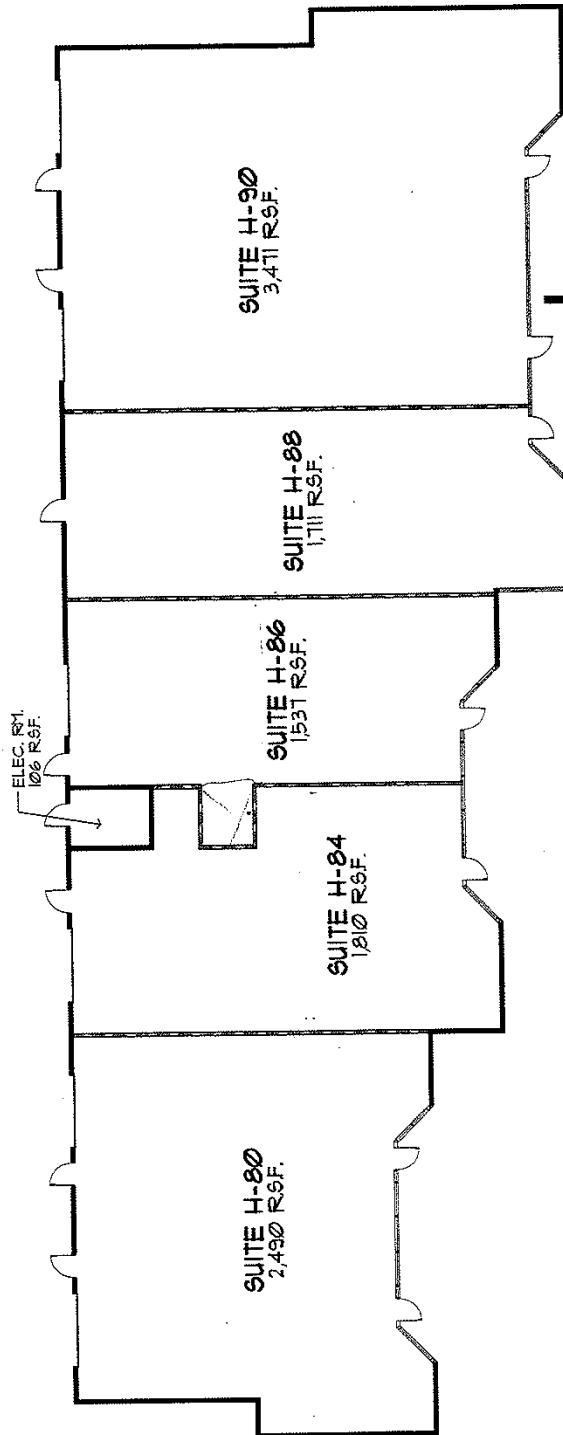


Plans not to scale

**Building H**

Plans not to scale





DECEMBER 03

**PARKER • SCAGGIARI**  
A Studio of Interior Design

**GREEN VALLEY COMMERCE CENTER  
BUILDING H GROSS 11,125 SQ. FT.**

# Green Valley Commerce Center

3 Sunset Way, Henderson, NV 89014

INDUSTRIAL FOR LEASE

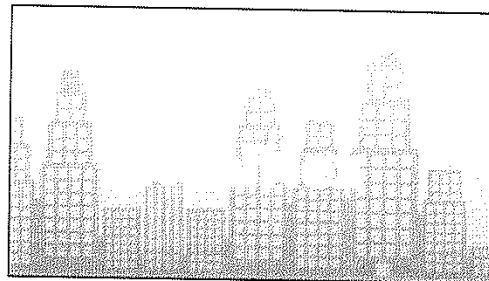
**LISTING ID: 90360**

Status: Active

Prepared For: shawn bidsal

Created On: May 26, 2020

SF/Month	\$0.90 - \$1.25	Land SF	174,240
SF/Year	\$10.80 - \$15.00	Land Acres	4
CAM	.20	Building SF	74,000
Co-op Commission	6.00	# of Buildings	5
Zoning	Light Industrial/Office	# of Units	-
Parcel Number	-	# of Stories	1
T, R, S	-, -, -		
Built Yet	Yes		



## Property Description

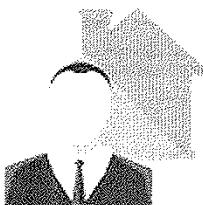
Ideal office flex and light warehouse space conveniently located in the central part of Henderson and only 15 minutes east of McCarran Airport. Also, near many amenities including Ethel M. Chocolate Factory, shopping, restaurants, hotels and residential neighborhoods. A variety of spaces available ranging between 1,200 - 8,700 SF. Lease terms negotiable including rates starting at \$.90 NNN, short term leases as well as tenant improvement allowances.

## Area Description

Ideal office flex and light warehouse space conveniently located in the central part of Henderson and only 15 minutes east of McCarran Airport. Also, near many amenities including Ethel M. Chocolate Factory, shopping, restaurants, hotels and residential neighborhoods. A variety of spaces available ranging between 1,200 - 8,700 SF. Lease terms negotiable including rates starting at \$.90 NNN, short term leases as well as tenant improvement allowances.

## Property Features

Rates starting at \$.90/SF NNN plus incentives.  
Desired uses include office/flex, showroom, retail & light industrial.  
Excellent central location with convenient access to freeways.  
Located across the street from Ethel M. Chocolate Factory.  
Lease terms negotiable including TI Allowance.



**angelo varsobia**  
West Coast Investments, Inc.  
(818) 384-0743  
wcico8@yahoo.com

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# Greenway Village

3342 East Greenway Road, Phoenix, AZ 85032

SHOPPING CENTER / RETAIL FOR LEASE

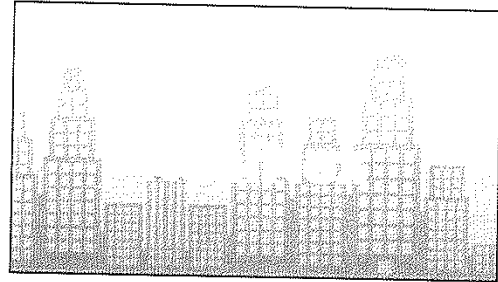
**LISTING ID: 50665**

Status: Active

Prepared For: shawn bidsal

Created On: May 26, 2020

SF/Month	\$1.00 - \$1.25	Land SF	-
SF/Year	\$12.00 - \$15.00	Land Acres	-
CAM	0.30	Building SF	3,950
Zoning	-	# of Buildings	1
Parcel Number	-	# of Units	8
T, R, S	- , - , -	# of Stories	1
Built Yet	-		



## Property Description

Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA Anchored by Food City, Family Dollar and Goodwil, Subwayl " 5-Mile Average HHI exceeds \$58,990 and median housing values average of \$291,500 " Currently, 107,883 households reside within 5 miles and is expected to increase 4.6%

## Area Description

" Anchored by Food City, Family Dollar and Goodwil, Subwayl " 5-Mile Average HHI exceeds \$58,990 and median housing values average of \$291,500 " Currently, 107,883 households reside within 5 miles and is expected to increase 4.6% Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA



angelo varsobia  
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wcico8@yahoo.com

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Menu



Sign Out

Add a Listing

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# Green Valley Commerce Center

3 Sunset Way, Henderson, NV 89014

12 days since last update

Remove

Confirm up to 15.2

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 85%

## Listing

Lease Type\*

Commission

Procurement Fee

Direct

4%

4%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy



Will not be published.

## Available Spaces

MANAGE CONTIGUOUS SPACE

Add Another Space

### Properties

Remove

Address

Floor & Suite

SF Avail

Bldg Contig

Rent

Status

Property\*

Pending

Is Pending

3 Sunset Way & Cactus Garden - Bldg-H

mm/dd/yyyy



REMOVE

Floor\*

Suite

SF Available\*

DivisibleRent\* SF/Mo

CAM\*

1st



84H

1,810 SF

1,810 SF

\$ 0.90

\$ 0.20

Service Type\* ⓘ

Use ⓘ

Availability\* SF...

Triple Net



Office

Available 07/01/20

Term in Years\*

NegotiableFinished Ceiling Height

Existing Build-OutREQUEST UPDATE

5/26/2020

CoStar - Marketing Center

Select

▼

Partial Build-Out

▼

Built Out As

Space Condition

Layout

Select

▼

Select

▼

Select

▼

Private Offices

Workstations

Conference Rooms

#

#

#

Fits # People\*

Don't Display

5

15

Amenities

Select

▼

Space Notes

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used  
Space Highlights





e.g. City Views

ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos & Brochures

Manage Attachments

ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES  
or drag them in.

3 Sunset W...	1st ...	1,537 SF	3,347 SF	--	Active		
Bldg-H							
3 Sunset W...	1st ...	1,711 SF	1,711 SF	--	Active		

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Bldg-H

3 Sunset W...	1st ...	2,308 SF	2,308 SF	--	Active		
Bldg A							
3 Sunset W...	1st ...	1,141 SF	1,141 SF	--	Active		
Bldg A							
3 Sunset W...	1st ...	4,249 SF	4,249 SF	--	Active		
Bldg-G							
3 Sunset W...	1st ...	5,202 SF	5,202 SF	--	Active		
Bldg-G							
5 Longevity...	1st	8,761 SF	8,761 SF	--	Active		
Bldg-E							
3 Sunset W...	1st ...	4,454 SF	4,454 SF	--	Active		
Bldg D							
3 Sunset W...	1st	6,240 SF	6,240 SF	--	Active		
Bldg B							

10 Spaces

37,413 SF

## Taxes &amp; Operating Expenses

Year\*

Taxes

SF/Yr ▼ Other Expenses

SF/Yr ▼

2020

\$

\$

Total

\$ 0.20

## Park Photos &amp; Videos

Manage Attachments



3/5

5/26/2020

CoStar - Marketing Center

## Brochures &amp; Other Documents

Manage Documents



0 BROCHURES & OTHER DOCUMENTS  
or drag them in.

## Park Details

Business Park Name

Features

Green Valley Commerce Center

Select



## Park Description

Green Valley Commerce Center is located within the Green Valley Business Park. The buildings are multipurpose so the space can be configured in many different ways.

The buildings are very attractive, grounds well maintained showing pride of ownership

315 / 7000 characters used

## Major Tenants

Show on Location

Floor

Tenant Name

Industry Type

ADD TENANT

## Highlights

Describe the most appealing features of the property.

e.g. Heavy daytime foot traffic



ADD HIGHLIGHT

Help

## Links

5/26/2020

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Link URL

[www.loopnet.com](http://www.loopnet.com)

Link Description

e.g. LoopNet



ADD A LINK

## Lease Contacts

Select the contacts that will appear on the listing.  
Drag contacts to change their order.

[Add a Contact From Your Firm](#)[ADD A CONTACT FROM ANOTHER FIRM](#)

### Primary Contact ⓘ

Shawn Bidsal

Owner, West Coast Investments, Inc.

(818) 901-8800 (p) | (818) 430-5477 (m) | [wcico@yahoo.com](mailto:wcico@yahoo.com)Listing Admins: , [EDIT ADMINS](#)[EDIT PROFILE](#)[REMOVE](#)

### Additional Contacts



5/14/2020

CoStar - Marketing Center

Menu



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# Greenway Park Plaza

3202 E Greenway Rd, Phoenix, AZ 85032

Updated Today

Save

Confirm to go to details

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 70%

## Listing

Lease Type\*

Commission

Procurement Fee

Direct

4%

%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy



Will not be published.

## Available Spaces

MANAGE CONTIGUOUS SPACE

Add Another Space

### Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status		
3342 E Gre... Greenway Park P...	1st ...	2,419 SF	2,419 SF	--	Active		
3342 E Gre... Greenway Park P...	1st ...	2,419 SF	2,419 SF	--	Active		
3342 E Gre... Greenway Park P...	1st ...	1,167 SF	1,167 SF	--	Active		

3 Spaces

6,005 SF

help

5/14/2020

CoStar - Marketing Center

## Taxes &amp; Operating Expenses

Year\*

Taxes

SF/Yr ▼ Other Expenses

SF/Yr ▼

2020

\$

\$

Total

\$ 0.30

## Center Photos &amp; Videos

Manage Attachments

No photos or videos

Sign

Add photo

## Brochures &amp; Other Documents

Manage Documents



0 BROCHURES & OTHER DOCUMENTS  
or drag them in.

## Center Details

Center Name

Greenway Park Plaza

Center Type

Community Center

# of Stores

49

Shape

L Shaped

Features



Freeway Visibility x

Pylon Sign x

Signalized Intersection x



No Sign

Frontage Street Name

Frontage

<https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA>

5/14/2020

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		Curb Cuts ⓘ	Street Type
32nd St	914 FT	2	Secondary ▼ ⓘ
Greenway Rd	1,208 FT	3	Primary ▼ ⓘ

ADD STREET

Center Description

visible from main street, the center enoys traffic draw from the large center anchored by Ross, family dollar, McDonald,

120 / 7000 characters used

Major Tenants

Show on LoopNet

Floor	Tenant Name	Industry Type
Floor ▼	subway	Retailers/W... ▼ ⓘ

ADD TENANT

Highlights

Describe the most appealing features of the property.

part of a large shopping center, with Ross, family dollar, McDonald restaurant ⓘ

ADD HIGHLIGHT

Links

Link URL	Link Description
www.loopnet.com	e.g. LoopNet ⓘ

3/4

Lease Contacts

https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA

5/14/2020

CoStar - Marketing Center

Select the contacts that will appear on the listing.  
Drag contacts to change their order.

[Add a Contact From Your Firm](#)[ADD A CONTACT FROM ANOTHER FIRM](#)**Primary Contact** ⓘ

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(818) 901-8800 (p) | (818) 430-5477 (m) | [wcico@yahoo.com](mailto:wcico@yahoo.com)Listing Admins: Paul Hunt, Angelo Varsobia [EDIT ADMINS](#)[EDIT PROFILE](#)[REMOVE](#)**Additional Contacts**

**WEST COAST  
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# GREENWAY VILLAGE

**3342 E. GREENWAY ROAD  
PHOENIX, ARIZONA 85032**

## EXCEPTIONAL LEASING OPPORTUNITY

**1,167 - 2,419 SF AVAILABLE**



- Strategically located along East Greenway Road and is immediately adjacent to Arizona State Road 51, providing access and visibility from one of the busiest intersections in the Phoenix MSA
- Anchored by Food City, Family Dollar and Goodwill
- 5-Mile Average HHI exceeds \$58,990 and median housing values average of \$291,500
- Currently, 107,883 households reside within 5 miles and is expected to increase 4.6%

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**Eddie Silberman**  
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# GREENWAY VILLAGE

**3342 E. GREENWAY ROAD  
PHOENIX, ARIZONA 85032**



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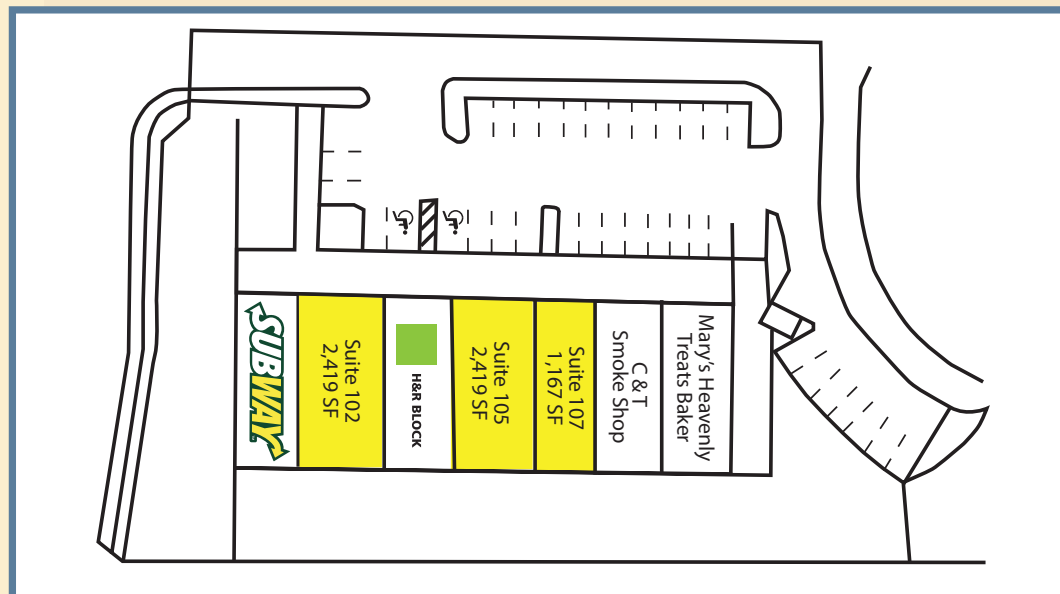


# GREENWAY VILLAGE

**3342 E. GREENWAY ROAD  
PHOENIX, ARIZONA 85032**



## CURRENT AVAILABILITIES



**WEST COAST INVESTMENTS, INC**  
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# GREENWAY VILLAGE

**3342 E. GREENWAY ROAD  
PHOENIX, ARIZONA 85032**

## DEMOGRAPHICS

Population	1-mi.	3-mi.	5-mi.
2011 Male Population	10,691	66,559	128,425
2011 Female Population	9,728	67,883	131,306
% 2011 Male Population	52.36%	49.51%	49.45%
% 2011 Female Population	47.64%	50.49%	50.55%
2011 Total Adult Population	14,524	99,850	193,270
2011 Total Daytime Population	13,907	89,450	189,078
2011 Total Daytime Work Population	5,762	34,420	79,750
2011 Median Age Total Population	28	33	34
2011 Median Age Adult Population	37	42	42
2011 Age 0-5	2,316	11,804	22,754
2011 Age 6-13	2,440	15,131	29,359
2011 Age 14-17	1,139	7,657	14,347
2011 Age 18-20	1,006	5,346	9,575
2011 Age 21-24	1,512	7,422	13,434
2011 Age 25-29	2,020	10,521	19,674
2011 Age 30-34	1,724	10,739	20,514
2011 Age 35-39	1,496	10,388	20,139
2011 Age 40-44	1,269	10,099	19,899
2011 Age 45-49	1,183	10,333	20,425
2011 Age 50-54	1,075	9,321	18,902
2011 Age 55-59	813	7,097	14,612
2011 Age 60-64	659	5,387	11,006
2011 Age 65-69	489	3,635	7,605
2011 Age 70-74	346	2,816	5,546
2011 Age 75-79	348	2,628	4,910
2011 Age 80-84	285	2,138	3,681
2011 Age 85+	300	1,980	3,349
% 2011 Age 0-5	11.34%	8.78%	8.76%
% 2011 Age 6-13	11.95%	11.25%	11.30%
% 2011 Age 14-17	5.58%	5.70%	5.52%
% 2011 Age 18-20	4.93%	3.98%	3.69%
% 2011 Age 21-24	7.40%	5.52%	5.17%
% 2011 Age 25-29	9.89%	7.83%	7.57%
% 2011 Age 30-34	8.44%	7.99%	7.90%
% 2011 Age 35-39	7.33%	7.73%	7.75%
% 2011 Age 40-44	6.21%	7.51%	7.66%
% 2011 Age 45-49	5.79%	7.69%	7.86%
% 2011 Age 50-54	5.26%	6.93%	7.28%
% 2011 Age 55-59	3.98%	5.28%	5.63%
% 2011 Age 60-64	3.23%	4.01%	4.24%
% 2011 Age 65-69	2.39%	2.70%	2.93%
% 2011 Age 70-74	1.69%	2.09%	2.14%
% 2011 Age 75-79	1.70%	1.95%	1.89%
% 2011 Age 80-84	1.40%	1.59%	1.42%
% 2011 Age 85+	1.47%	1.47%	1.29%
2011 White Population	14,911	110,149	217,587
2011 Black Population	672	3,528	6,641
2011 Asian/Hawaiian/Pacific Islander	399	4,894	9,135
2011 American Indian/Alaska Native	278	1,504	2,816
2011 Other Population (Incl 2+ Races)	4,159	14,366	23,551
2011 Hispanic Population	8,611	26,690	43,565
2011 Non-Hispanic Population	11,809	107,753	216,165
% 2011 White Population	73.03%	81.93%	83.77%
% 2011 Black Population	3.29%	2.62%	2.56%
% 2011 Asian/Hawaiian/Pacific Islander	1.95%	3.64%	3.52%
% 2011 American Indian/Alaska Native	1.36%	1.12%	1.08%
% 2011 Other Population (Incl 2+ Races)	20.37%	10.69%	9.07%
% 2011 Hispanic Population	42.17%	19.85%	16.77%
% 2011 Non-Hispanic Population	57.83%	80.15%	83.23%
2000 Non-Hispanic White	13,523	109,639	212,072
2000 Non-Hispanic Black	511	2,078	3,611
2000 Non-Hispanic Amer Indian/Alaska Native	120	1,156	2,113
2000 Non-Hispanic Asian	269	2,770	5,419
2000 Non-Hispanic Hawaiian/Pacific Islander	63	232	341
2000 Non-Hispanic Some Other Race	10	81	140
2000 Non-Hispanic Two or More Races	276	2,090	3,909
% 2000 Non-Hispanic White	91.54%	92.88%	93.18%
% 2000 Non-Hispanic Black	3.46%	1.76%	1.59%
% 2000 Non-Hispanic Amer Indian/Alaska Native	0.81%	0.98%	0.93%
% 2000 Non-Hispanic Asian	1.82%	2.35%	2.38%

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**WEST COAST  
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property management



# GREENWAY VILLAGE

**3342 E. GREENWAY ROAD  
PHOENIX, ARIZONA 85032**

## DEMOGRAPHICS

<b>Population</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
% 2000 Non-Hispanic Hawaiian/Pacific Islander	0.43%	0.20%	0.15%
% 2000 Non-Hispanic Some Other Race	0.07%	0.07%	0.06%
% 2000 Non-Hispanic Two or More Races	1.87%	1.77%	1.72%
<b>Population Change</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
Total Employees	n/a	n/a	n/a
Total Establishments	n/a	n/a	n/a
2011 Total Population	20,419	134,443	259,730
2011 Total Households	7,320	55,010	107,645
Population Change 1990-2011	3,522	31,422	67,441
Household Change 1990-2011	759	15,413	33,177
% Population Change 1990-2011	20.84%	30.50%	35.07%
% Household Change 1990-2011	11.57%	38.92%	44.55%
Population Change 2000-2011	-974	-2,422	1,920
Household Change 2000-2011	-207	1,845	6,119
% Population Change 2000-2011	-4.55%	-1.77%	0.74%
% Households Change 2000-2011	-2.75%	3.47%	6.03%
<b>Housing</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
2000 Total Housing Units	7,958	55,717	107,201
2000 Occupied Housing Units	7,540	53,151	101,495
2000 Owner Occupied Housing Units	4,262	37,094	71,926
2000 Renter Occupied Housing Units	3,279	16,057	29,570
2000 Vacant Housing Units	418	2,566	5,706
% 2000 Occupied Housing Units	94.75%	95.39%	94.68%
% 2000 Owner Occupied Housing Units	53.55%	66.58%	67.09%
% 2000 Renter Occupied Housing Units	41.20%	28.82%	27.58%
% 2000 Vacant Housing Units	5.25%	4.61%	5.32%
<b>Income</b>	<b>1-mi.</b>	<b>3-mi.</b>	<b>5-mi.</b>
2011 Median Household Income	\$38,099	\$50,125	\$59,358
2011 Per Capita Income	\$19,255	\$29,536	\$33,924
2011 Average Household Income	\$53,711	\$72,186	\$81,854
2011 Household Income < \$10,000	545	2,815	5,076
2011 Household Income \$10,000-\$14,999	538	2,600	4,314
2011 Household Income \$15,000-\$19,999	347	2,349	4,288
2011 Household Income \$20,000-\$24,999	553	3,046	5,187
2011 Household Income \$25,000-\$29,999	691	3,314	4,982
2011 Household Income \$30,000-\$34,999	603	3,639	5,765
2011 Household Income \$35,000-\$39,999	617	3,051	4,749
2011 Household Income \$40,000-\$44,999	554	3,246	5,421
2011 Household Income \$45,000-\$49,999	395	3,378	5,375
2011 Household Income \$50,000-\$59,999	567	5,310	9,260
2011 Household Income \$60,000-\$74,999	575	5,818	11,608
2011 Household Income \$75,000-\$99,999	389	5,839	14,339
2011 Household Income \$100,000-\$124,999	442	4,278	9,440
2011 Household Income \$125,000-\$149,999	268	2,277	5,870
2011 Household Income \$150,000-\$199,999	173	1,859	5,333
2011 Household Income \$200,000-\$249,999	8	670	2,064
2011 Household Income \$250,000-\$499,999	54	1,470	4,198
2011 Household Income \$500,000+	n/a	51	378
2011 Household Income \$200,000+	62	2,191	6,639
% 2011 Household Income < \$10,000	7.45%	5.12%	4.72%
% 2011 Household Income \$10,000-\$14,999	7.35%	4.73%	4.01%
% 2011 Household Income \$15,000-\$19,999	4.74%	4.27%	3.98%
% 2011 Household Income \$20,000-\$24,999	7.56%	5.54%	4.82%
% 2011 Household Income \$25,000-\$29,999	9.44%	6.02%	4.63%
% 2011 Household Income \$30,000-\$34,999	8.24%	6.62%	5.36%
% 2011 Household Income \$35,000-\$39,999	8.43%	5.55%	4.41%
% 2011 Household Income \$40,000-\$44,999	7.57%	5.90%	5.04%
% 2011 Household Income \$45,000-\$49,999	5.40%	6.14%	4.99%
% 2011 Household Income \$50,000-\$59,999	7.75%	9.65%	8.60%
% 2011 Household Income \$60,000-\$74,999	7.86%	10.58%	10.78%
% 2011 Household Income \$75,000-\$99,999	5.31%	10.61%	13.32%
% 2011 Household Income \$100,000-\$124,999	6.04%	7.78%	8.77%
% 2011 Household Income \$125,000-\$149,999	3.66%	4.14%	5.45%
% 2011 Household Income \$150,000-\$199,999	2.36%	3.38%	4.95%
% 2011 Household Income \$200,000-\$249,999	0.11%	1.22%	1.92%
% 2011 Household Income \$250,000-\$499,999	0.74%	2.67%	3.90%
% 2011 Household Income \$500,000+	0.00%	0.09%	0.35%
% 2011 Household Income \$200,000+	0.85%	3.98%	6.17%

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5/14/2020

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# Greenway Park Plaza

3202 E Greenway Rd, Phoenix, AZ 85032

Updated Today

Save

Confirm up-to-date

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 70%

## Listing

Lease Type\*

Commission

Procurement Fee

Direct

4%

%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy



Will not be published.

## Available Spaces

MANAGE CONTIGUOUS SPACE

Add Another Space

## Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status
3342 E Gre... Greenway Park P...	1st ...	2,419 SF	2,419 SF	--	Active



Property\*

Pending

Is Pending HIDE COPY

3342 E Greenway Rd - Greenway Park Plaz...

mm/dd/yyyy



REMOVE

Floor\*

Suite

SF Available\*

DivisibleRent

SF/Yr ▼

1st



105

2,419 SF

2,419 SF

\$

\*\*\*PENDING\*\*\*

Service Type\* ⓘ

Use ⓘ

Availability\*

5/14/2020

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	Retail	Available 05/01/2020
Term in Years*	NegotiableSpace Position ⓘ	Existing Build-OutREQUEST UPDATE
	Select	▼ Select ▼
Built Out As	Space Condition	Docks
	Select	▼ # External # Internal
Amenities		
Select		▼

Space Notes

e.g. Newly renovated, open plan, office space with air conditioning and kitchen facilities.

0 / 7000 characters used

Space Highlights

e.g. City Views



ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos &amp; Brochures

Manage Attachments



ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES  
or drag them in.

3342 E Gre...  
Greenway Park P...

1st ...

1,167 SF

1,167 SF

--

Active



3 Spaces

6,005 SF



Taxes &amp; Operating Expenses

<https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA>

2/5

APPENDIX (PX)000996

BIDSAL001335

6A.App.1161

5/14/2020

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Year\*

Taxes

SF/Yr

Other Expenses

SF/Yr

2020

\$

\$

Total

\$ 0.30

## Center Photos &amp; Videos

Manage Attachments



Building Photo

Sign

Sign

## Brochures &amp; Other Documents

Manage Documents



BROCHURES & OTHER DOCUMENTS  
or drag them in.

## Center Details

Center Name

Greenway Park Plaza

Center Type

Community Center

# of Stores

49

Shape

L Shaped

Features



Freeway Visibility x

Pylon Sign x

Signalized Intersection x



Frontage Street Name

Frontage

Curb Cuts



Street Type

Sign

5/14/2020

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32nd St	914 FT	2	Secondary	▼	⊖
Greenway Rd	1,208 FT	3	Primary	▼	⊖
ADD STREET					

## Center Description

visible from main street, the center enjoys traffic draw from the large center anchored by Ross, family dollar, McDonald,

120 / 7000 characters used

## Major Tenants

Show on LoopNet

Floor	Tenant Name	Industry Type
Floor ▼	subway	Retailers/W... ▼
ADD TENANT		

## Highlights

Describe the most appealing features of the property.

part of a large shopping center, with Ross, family dollar, McDonald restaurant	⊖
ADD HIGHLIGHT	

## Links

Link URL	Link Description
www.loopnet.com	e.g. LoopNet
ADD A LINK	

## Lease Contacts

Select the contacts that will appear on the listing.  
Drag contacts to change their order.

<https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA>

ADD A CONTACT FROM ANOTHER FIRM

4/5

5/14/2020

CoStar - Marketing Center

**Primary Contact** ⓘ

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Owner, West Coast Investments, Inc.

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Listing Admins: Paul Hunt, Angelo Varsobia EDIT ADMINS

[EDIT PROFILE](#)[REMOVE](#)**Additional Contacts**

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# Greenway Park Plaza

3202 E Greenway Rd, Phoenix, AZ 85032

Updated Today

Save

Confirm up-to-date

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 70%

## Listing

Lease Type\* Commission Procurement Fee

Direct 4%

Listing Expiration Will not be published. Will not be published.

mm/dd/yyyy Will not be published.

## Available Spaces

MANAGE CONTIGUOUS SPACE

Add Another Space

## Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status
Property*			Pending		Is PendingHIDE COPY REMOVE
3342 E Greenway Rd - Greenway Park Plaz...			mm/dd/yyyy		
Floor*	Suite	SF Available*		DivisibleRent	SF/Yr ▼
1st ▼	102	2,419 SF	2,419 SF	\$	
Service Type* ⓘ		Use ⓘ		Availability*	
		Retail		Available 05/01/2	
Term in Years*	Negotiable	Space Position ⓘ		Existing Build-OutREQUEST UPDATE	

5/14/2020

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Select  
Built Out AsSelect  
Space Condition

Select



Docks

# External

# Internal

Amenities

Select



Space Notes

e.g. Newly renovated, open plan, office space with air conditioning and kitchen facilities.

0 / 7000 characters used

Space Highlights

e.g. City Views



ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos &amp; Brochures

Manage Attachments

ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES  
or drag them in.

3342 E Gre...	1st ...	2,419 SF	2,419 SF	--	Active		
Greenway Park P...							
3342 E Gre...	1st ...	1,167 SF	1,167 SF	--	Active		
Greenway Park P...							

2/5

3 Spaces

6,005 SF



5/14/2020

CoStar - Marketing Center

## Taxes & Operating Expenses

Year\*

Taxes

SF/Yr ▼ Other Expenses

SF/Yr ▼

2020

\$

\$

Total

\$ 0.30

## Center Photos & Videos

Manage Attachments



Add Photo

Sign

Sign

## Brochures & Other Documents

Manage Documents



0 BROCHURES & OTHER DOCUMENTS  
or drag them in.

## Center Details

Center Name

Greenway Park Plaza

Center Type

Community Center

# of Stores

49

Shape

L Shaped

Features



Freeway Visibility x

Pylon Sign x



Signalized Intersection x

Help

Frontage Street Name

Frontage

<https://listingmanager.costar.com/listing/6oxBDXzBVMbmMVWA>

3/5

APPENDIX (PX)001002

BIDSAL001341

6A.App.1167

5/14/2020

CoStar - Marketing Center

		Curb Cuts ⓘ	Street Type
32nd St	914 FT	2	Secondary ▼ ⓘ
Greenway Rd	1,208 FT	3	Primary ▼ ⓘ

ADD STREET

## Center Description

visible from main street, the center enjoys traffic draw from the large center anchored by Ross, family dollar, McDonald,

120 / 7000 characters used

## Major Tenants

Show on LoopNet

Floor	Tenant Name	Industry Type
Floor ▼	subway	Retailers/W... ▼ ⓘ

ADD TENANT

## Highlights

Describe the most appealing features of the property.

part of a large shopping center, with Ross, family dollar, McDonald restaurant ⓘ

ADD HIGHLIGHT

## Links

Link URL	Link Description
www.loopnet.com	e.g. LoopNet ⓘ

## Lease Contacts

<https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA>

4/5

5/14/2020

CoStar - Marketing Center

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Drag contacts to change their order.

[Add a Contact From Your Firm](#)[ADD A CONTACT FROM ANOTHER FIRM](#)**Primary Contact** ⓘ

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5/14/2020

CoStar - Marketing Center

Menu



Sign Out

Add a Listing

< BACK TO MY LISTINGS

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# Greenway Park Plaza

3202 E Greenway Rd, Phoenix, AZ 85032

Updated Today

Save

Confirm Up-to-date

Listing Spaces & Properties Taxes & Opex Photos Details Tenants Highlights Contacts REMOVE

Listing Completeness 70%

## Listing

Lease Type\*

Commission

Procurement Fee

Direct

4%

0%

Listing Expiration

Will not be published.

Will not be published.

mm/dd/yyyy

Will not be published.

## Available Spaces

MANAGE CONTIGUOUS SPACE

Add Another Space

## Properties

Address	Floor & Suite	SF Avail	Bldg Contig	Rent	Status
3342 E Gre... Greenway Park P...	1st ...	2,419 SF	2,419 SF	--	Active
3342 E Gre... Greenway Park P...	1st ...	2,419 SF	2,419 SF	--	Active

Property\*

Pending

Is Pending HIDE COPY

3342 E Greenway Rd - Greenway Park Plaz...

mm/dd/yyyy

REM

Floor\*

Suite

SF Available\*

DivisibleRent

SF/Yr ▼

5/14/2020

CoStar - Marketing Center

1st	107	1,167 SF	1,167 SF	\$
Service Type* ⓘ		Use ⓘ		Availability*
		Retail		Available 05/01/2020
Term in Years*	Negotiable	Space Position ⓘ		Existing Build-Out REQUEST UPDATE
		Select	▼ Select ▼	
Built Out As		Space Condition		Docks
		Select	▼ # External	# Internal
Amenities				
Select				▼
Space Notes				

e.g. Newly renovated, open plan, office space with air conditioning and kitchen facilities.

0 / 7000 characters used

Space Highlights

e.g. City Views

ADD HIGHLIGHTS

Space Photos, Floor Plans, Videos & Brochures

Manage Attachments



ADD PHOTOS, FLOOR PLANS, VIDEOS, & BROCHURES  
or drag them in.

3 Spaces

6,005 SF

edit

Taxes & Operating Expenses

<https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA>

2/5

APPENDIX (PX)001006

BIDSAL001345

6A.App.1171

5/14/2020

CoStar - Marketing Center

Year\*

Taxes

SF/Yr

Other Expenses

SF/Yr

2020

\$

\$

Total

\$ 0.30

## Center Photos &amp; Videos

Manage Attachments



Building Photo

Sign

Sign

## Brochures &amp; Other Documents

Manage Documents



0 BROCHURES & OTHER DOCUMENTS  
or drag them in.

## Center Details

Center Name

Greenway Park Plaza

Center Type

Community Center

# of Stores

49

Shape

L Shaped

Features



Freeway Visibility x

Pylon Sign x



Signalized Intersection x

Frontage Street Name

Frontage

Curb Cuts



Street Type

Map

5/14/2020

CoStar - Marketing Center

32nd St	914 FT	2	Secondary	▼	⊖
Greenway Rd	1,208 FT	3	Primary	▼	⊖

ADD STREET

Center Description

visible from main street, the center enoys traffic draw from the large center anchored by Ross, family dollar, McDonald,

120 / 7000 characters used

Major Tenants

Show on LoopNet

Floor	Tenant Name	Industry Type
Floor ▼	subway	Retailers/W... ▼ ⊖

ADD TENANT

Highlights

Describe the most appealing features of the property.

part of a large shopping center, with Ross, family dollar, McDonald restaurant ⊖

ADD HIGHLIGHT

Links

Link URL	Link Description
www.loopnet.com	e.g. LoopNet ⊖

ADD A LINK

Lease Contacts

Select the contacts that will appear on the listing.  
Drag contacts to change their order.

Add a Contact From. ⊖

ADD A CONTACT FROM ANOTHER FIRM

https://listingmanager.costar.com/listing/6oxBDXzBVMBmMVWA

5/14/2020

CoStar - Marketing Center

**Primary Contact** ⓘ

Shawn Bidsal

Owner, West Coast Investments, Inc.

(818) 901-8800 (p) | (818) 430-5477 (m) | wcico@yahoo.com

Listing Admins: Paul Hunt, Angelo Varsobia EDIT ADMINS

[EDIT PROFILE](#)[REMOVE](#)**Additional Contacts**



# **EXHIBIT 159**



# Treasurer

**Laura B. Fitzpatrick**  
Clark County Treasurer

## Property Account Inquiry - Results Screen

[New Search](#)
[Recorder](#)
[Treasurer](#)
[Assessor](#)
[Clark County Home](#)
[View Cart](#)

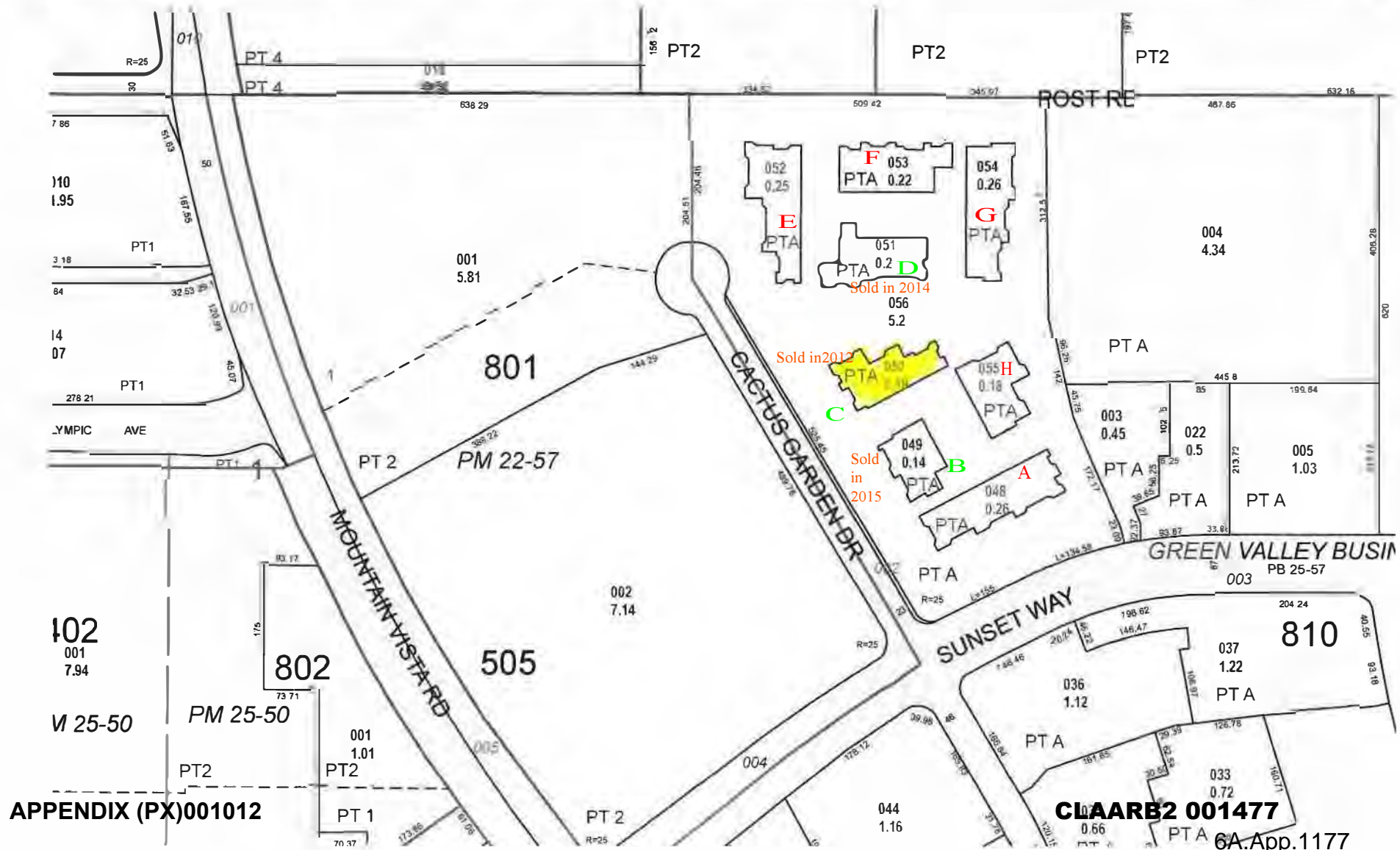
**Search Results Message:** There are: 8 records returned from your search input  
Click on a Parcel number to see specific property data.

**NOTE:** The Ownership FROM and TO dates reflect when the ownership change was processed in the Treasurer's Office, not the legal dates of the ownership transfer.

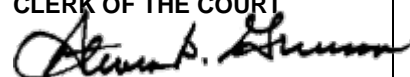
Parcel ID	NAME	MAILING ADDRESS	ROLE	FROM	TO	LOCATION ADDRESS
<a href="#">161-32-810-001</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S #200, LAS VEGAS, NV 89123-3358	Owner	10/8/2011	Current	3 SUNSET WAY, HENDERSON ✓
<a href="#">161-32-810-002</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S #200, LAS VEGAS, NV 89123-3358	Owner	10/8/2011	Current	3 SUNSET WAY, HENDERSON ✓
<a href="#">161-32-810-048</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON A
<a href="#">161-32-810-052</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON E
<a href="#">161-32-810-053</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON F
<a href="#">161-32-810-054</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON G
<a href="#">161-32-810-055</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON H
<a href="#">161-32-810-056</a>	GREEN VALLEY COMMERCE L L C	9155 LAS VEGAS BLVD S, LAS VEGAS, NV 89123-3356	Owner	12/13/2014	Current	0 UNASSIGNED SITUS, HENDERSON CA

[Return to Home](#)

<b>NOTES</b> This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL 	<b>MAP LEGEND</b> 	<b>ASSESSOR'S PARCELS - CLARK COUNTY, NV.</b> <b>Briana Johnson - Assessor</b>		
		PARCEL BOUNDARY SUB BOUNDARY PM/LD BOUNDARY ROAD EASEMENT MATCH / LEADER LINE HISTORIC LOT LINE HISTORIC SUB BOUNDARY HISTORIC PM/LD BOUNDARY SECTION LINE	CONDOMINIUM UNIT AIR SPACE PCL RIGHT OF WAY PCL SUB-SURFACE PCL	001 ROAD PARCEL NUMBER 001 PARCEL NUMBER 1.00 ACREAGE 202 PARCEL SUB/SEQ NUMBER PB 24-45 PLAT RECORDING NUMBER 5 BLOCK NUMBER 5 LOT NUMBER GL5 GOV LOT NUMBER



Electronically Filed  
6/22/2022 3:05 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **APEN**

2 Louis Garfinkel, Esq.  
3 Nevada Bar No. 3416  
4 REISMAN SOROKAC  
5 8965 South Eastern Ave, Suite 382  
6 Las Vegas, Nevada 89123  
7 Tel: (702) 727-6258/Fax: (702) 446-6756  
8 Email: [Lgarfinkel@rsnvlaw.com](mailto:Lgarfinkel@rsnvlaw.com)  
9 *Attorneys for Movant CLA Properties, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 CLA PROPERTIES, LLC, a California  
10 limited liability company,

Case No. A-22-854413-J  
Dept. No. 23

11 Movant (Respondent in  
12 arbitration)

13 vs.

14 SHAWN BIDSAL, an individual,

15 Respondent (Claimant in  
16 arbitration).

**APPENDIX TO MOVANT CLA  
PROPERTIES, LLC'S MOTION TO VACATE  
ARBITRATION AWARD (NRS 38.241) AND  
FOR ENTRY OF JUDGMENT  
(VOLUME 8 Of 18)**

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

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26

**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.

**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 <i>[Parenthetical number ( ) is exhibit identification at arbitration hearing]</i>	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
000255	3	118	05/19/11	Agreement for Sale and Purchase of Loan [BIDSAL004004-4070] <b>(1)</b>	03/17/21	
000323	3	119	05/31/11	Assignment and Assumption of Agreements [BIDSAL003993-3995] <b>(2)</b>	03/17/21	
000327	3	120	06/03/11	Final Settlement Statement – Note Purchase [CLAARB2 000013] <b>(3)</b>	03/17/21	
000329	3	121	05/26/11	GVC Articles of Organization [DL00 361] <b>(4)</b>	03/17/21	
000331	3	122	12/2011	GVC Operating Agreement [BIDSAL000001-28] <b>(5)</b>	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] <b>(6)</b>	03/17/21	
000365	3	124	03/16/11	Declaration of CC&Rs for GVC [BIDSAL001349-1428] <b>(7)</b>	03/17/21	
000446	3	125	09/22/11	Deed in Lieu Agreement [BIDSAL001429-1446] <b>(8)</b>	03/17/21	
000465	3	126	09/22/11	Estimated Settlement Statement – Deed in Lieu Agreement [BIDSAL001451] <b>(9)</b>	03/17/21	
000467	3	127	09/22/11	Grant, Bargain, Sale Deed [BIDSAL001447-1450] <b>(10)</b>	03/17/21	
000472	3	128	12/31/11	2011 Federal Tax Return [CLA Bidsal 0002333-2349] <b>(12)</b>	03/17/21	
000490	3	129	09/10/12	Escrow Closing Statement on Sale of Building C [CLA Bidsal 0003169-3170] <b>(13)</b>	03/17/21	
000493	3	130	04/22/13	Distribution Breakdown from Sale of Building C [BIDSAL001452-1454] <b>(14)</b>	03/17/21	
000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] <b>(15)</b>	03/17/21	

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1	000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] <b>(16)</b>	03/17/21	
2							
3	000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] <b>(17)</b>	03/17/21	
4							
5	000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] <b>(18)</b>	03/17/21	
6	000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] <b>(19)</b>	03/17/21	
7	000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] <b>(20)</b>	03/17/21	
8	000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] <b>(21)</b>	03/17/21	
9							
10	000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] <b>(22)</b>	03/17/21	
11	000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] <b>(23)</b>	03/17/21	
12	000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] <b>(24)</b>	03/17/21	
13	000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] <b>(25)</b>	03/17/21	
14	000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] <b>(26)</b>	03/17/21	
15							
16	000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] <b>(27)</b>	03/17/21	
17	000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] <b>(28)</b>	03/17/21	
18	000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] <b>(29)</b>	03/17/21	
19							
20	000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] <b>(30)</b>	03/17/21	
21	000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] <b>(31)</b>	03/17/21	
22	000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] <b>(32)</b>	03/17/21	
23	000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] <b>(33)</b>	03/17/21	
24	000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] <b>(34)</b>	03/17/21	
25							
26	000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] <b>(35)</b>	03/17/21	
27	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] <b>(36)</b>	03/17/21	
28							



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1	000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] <b>(37)</b>	03/17/21	
2	000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] <b>(38)</b>	03/17/21	
3	000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] <b>(39)</b>	04/26/21	
4	000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] <b>(40)</b>	04/26/21	
5	000930	3	157	06/22/20	CLA Responses to Interrogatories <b>(43)</b>	03/17/21	
6	000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] <b>(50)</b>	03/19/21	
7	001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] <b>(52)</b>	03/19/21	
8	001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] <b>(56)</b>	03/19/21	
9	001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] <b>(57)</b>	03/19/21	
10	001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] <b>(58)</b>	03/19/21	
11	001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 <b>(67)</b>	04/26/21	
12	001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) <b>(84)</b>	03/19/21	
13	001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] <b>(85)</b>	03/19/21	
14	001750	3	166	05/29/11	CLA Payment of \$404,250.00 [CLAARB2 000820] <b>(87)</b>	03/19/21	
15	001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARB2 000352 – 000379] <b>(88)</b>		03/17/21
16	001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] <b>(91)</b>	03/17/21	
17	001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] <b>(95)</b>	03/19/21	
18	001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] <b>(97)</b>	04/26/21	
19	001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Club 2012 accounting [CLAARB2 001554]		
20	001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16 [CLAARB2 002086]		
21	001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] <b>(111)</b>	03/19/21	

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1	001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] <b>(112)</b>	04/26/21	
2	001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] <b>(114)</b>	04/26/21	
3							
4	001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] <b>(117)</b>	04/26/21	
5	001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] <b>(118)</b>	03/19/21	
6	001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] <b>(123)</b>	04/26/21	
7							
8	001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] <b>(125)</b>	04/26/21	
9	001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] <b>(126)</b>		
10	001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] <b>(136)</b>	03/19/21	
11	001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] <b>(137)</b>	03/19/21	
12	001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] <b>(139)</b>	03/19/21	
13	001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] <b>(153)</b>	03/19/21	
14	001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] <b>(164)</b>	03/19/21	
15							
16	001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] <b>(165)</b>	03/19/21	
17							
18	001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] <b>(166)</b>	03/19/21	
19	001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] <b>(180)</b>	04/26/21	
20							
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] <b>(184)</b>	03/19/21	
22							
23	001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] <b>(188)</b>	03/19/21	
24	001950	3	191	01/09/20	Notice of Appeal [N/A] <b>(189)</b>	03/19/21	
25	001953	3	192	01/09/20	Case Appeal Statement [N/A] <b>(190)</b>	03/19/21	
26	001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] <b>(191)</b>	03/19/21	
27	002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] <b>(192)</b>	03/19/21	
28							

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002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] <b>(193)</b>	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) <b>(198)</b>	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) <b>(200)</b>	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules <b>(201)</b>	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) <b>(202)</b>	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown <b>(206)</b>	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
003091	5	210	07/24/20	Claimant's Opp. to MTC ANS to 1 <sup>st</sup> Set of ROGS and Countermotion to Stay Proceedings

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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
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) Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA With

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				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
004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of

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				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.	PAR T	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.	PAR T	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. Haberfeld Volume II Las Vegas, Nevada May 9, 2018
005256	16	264	03/17/21	Arbitration Hearing Transcript

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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
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007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief ( <i>Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV</i> )
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, <i>Order of Affirmance</i> , unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22<sup>nd</sup> day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel

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# **EXHIBIT 160**

In the Matter Of:  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

A-17-759982-B

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DAVID GALEN LE GRAND

March 20, 2018

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DAVID GALEN LE GRAND  
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March 20, 2018

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DISTRICT COURT

CLARK COUNTY, NEVADA

SHAWN BIDSAL, an individual,

Plaintiff,

vs.

CASE NO. A-17-759982-B  
DEPT. NO. XIII

BENJAMIN GOLSHANI, an individual;  
DOES 1-10, and ROE ENTITIES 1-10,

Defendants.

-----  
BENJAMIN GOLSHANI AND CLA  
PROPERTIES, LLC,

Counterclaimants,

vs.

SHAWN BIDSAL, an individual, and  
DOES 10-20, and DOE ENTITIES  
11-20,

Counter-Defendants.

-----  
THE DEPOSITION OF

DAVID GALEN LE GRAND

Tuesday, March 20, 2018

8:59 a.m.

2300 West Sahara Avenue

Las Vegas, Nevada

June W. Seid, CCR No. 485

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SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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APPEARANCES OF COUNSEL

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Benjamin Golshani and CLA Properties, LLC:

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Also Present:

SHAWN BIDSAL

BENJAMIN GOLSHANI

\* \* \* \* \*

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 Deposition of DAVID GALEN LE GRAND

2 March 20, 2018

3 (Prior to the commencement of the deposition, all  
4 of the parties present agreed to waive the statements  
5 by the court reporter pursuant to Rule 30(b)(4) of the  
6 Nevada Rules of Civil Procedure.)

7

8 Thereupon--

9 DAVID GALEN LE GRAND,  
10 was called as a witness, and having been first duly  
11 sworn, was examined and testified as follows:

12 EXAMINATION

13 BY MR. GARFINKLE:

14 Q. Please state your name and spell it for the  
15 record.

16 A. David Galen Le Grand. David Galen,  
17 G-a-l-e-n, and as a result of the government program  
18 I'm now using, L-e space G-r-a-n-d is my proper legal  
19 name.

20 Q. What is your address?

21 A. 3900 South Hualapai Way, Suite 128, Las  
22 Vegas, Nevada 89147.

23 Q. You're a licensed attorney?

24 A. Yes. I'm a licensed attorney in Ohio and  
25 Nevada.

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 Q. When did you graduate from law school in  
2 Ohio?

3 A. June of '79.

4 Q. When did receive your license?

5 A. In November of 1979.

6 Q. And you're also licensed in Nevada?

7 A. Yes.

8 Q. And when did you become licensed in Nevada?

9 A. I took the bar in 2000. I think I was sworn  
10 in in October of 2000.

11 Q. What is your bar number?

12 A. 7419 in Nevada.

13 Q. Have you ever had your deposition taken  
14 before?

15 A. Oh, yes.

16 Q. So I don't have to go through all the ground  
17 rules?

18 A. No, sir.

19 Q. Do you have any memory problems?

20 A. Well, you know, I'm 64 years old and lived a  
21 big life. I don't have any particular memory issues.

22 Q. Other than the normal aging process?

23 A. Just normal getting older.

24 Q. In other words, you don't have any illnesses  
25 that affect your memory that you're aware of?

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
9

1 A. No, sir.

2 Q. You don't take any medications that affect  
3 your memory?

4 A. No, sir.

5 Q. When you graduated from law school in '79,  
6 you became licensed in the state of Ohio; what did you  
7 do in terms of your profession?

8 A. I worked for three years, approximately three  
9 years with the Ohio Division of Securities. I started  
10 as a intern associate, and once I got my license I  
11 became an enforcement attorney and eventually was  
12 promoted to counsel to the division and eventually left  
13 the division in, I think it was March of '82, and  
14 joined a gentleman named Enz, that's E-n-z, in the  
15 private practice of law.

16 Q. How long were you with Mr. Enz?

17 A. We grew, but 1996, I left what was then Enz  
18 Jones & Le Grand, and I joined Dinsmore & Shohl.

19 Q. And were you with Dinsmore & Shohl until  
20 approximately 2000-2001?

21 A. No. I worked for Dinsmore for about two  
22 years, and then I opened up a solo practice.

23 Q. In Ohio?

24 A. In Ohio, and I ran that practice until I  
25 relocated to Nevada in July of 2001. I took the bar in

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 2000, as we said, and ended up getting a position here.

2 Q. When in private practice in Ohio, what were  
3 your principle areas of practice?

4 A. I did real estate security syndication deals.  
5 We had two primary clients in real estate.

6 Q. All right. Real estate, did you do tax law  
7 at all?

8 A. Tax planning. Not tax disputes so much.

9 Q. What about corporate?

10 A. A lot of corporate work, small business.

11 Q. Would it be fair to say that your principal  
12 area of practice since you've also been here would be  
13 corporate, real estate, tax; is that a fair statement?

14 A. Yes.

15 Q. Is that what you principally do now?

16 A. Yep.

17 Q. When you moved to Las Vegas in 2001, who did  
18 you work for?

19 A. It was the firm then known as Hale Lane Peek  
20 Dennison & Howard.

21 Q. And how long were you with Hale Lane Peek  
22 Dennison & Howard?

23 A. A couple of years. I'm not exactly sure.

24 Q. I'm just asking for your best recollection.

25 A. I think it was maybe '05. I joined Marquis

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 Aurbach and I was there about two years. And then  
2 joined the Fennemore Craig firm, and I think that was  
3 '07.

4 Q. So you were originally with Hale Lane Peek  
5 Dennison & Howard when you first got here, you then  
6 worked went to Marquis Aurbach, and then you went to  
7 Fennemore Craig. When did you leave Fennemore Craig?

8 A. In '09.

9 Q. After you be left Fennemore Craig, what did  
10 you then do?

11 A. I was on my own, and I was part-time in-house  
12 counsel to a corporation in Ohio, United Telemanagement  
13 Corporation.

14 Q. The transaction that's at issue occurred in  
15 or around the middle of 2011. So you left Fennemore  
16 Craig in 2009, and then in 2011 when the transaction  
17 occurred you were on your own?

18 A. Yes.

19 Q. Have you been on your own since 2011?

20 A. No. I spent about a year in an LLP with  
21 Steve Gibson. We were Gibson Le Grand. And I left  
22 Gibson Le Grand to be of counsel to Black & LoBello.  
23 And I left Black & LoBello, it will be two years August  
24 that I completely ended my affiliation. There was an  
25 extended wind-down. Anyway...

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 Q. Would it be fair to say that your areas of  
2 practice since you left Ohio has been corporate, real  
3 estate and tax?

4 A. Corporate, real estate, tax, and as I say,  
5 real estate syndication.

6 Q. Do you know Shawn Bidsal?

7 A. I do.

8 Q. How do you know Mr. Bidsal?

9 A. I was introduced to Mr. Bidsal by a mutual  
10 acquaintance, Jeff Chain.

11 Q. When was that?

12 A. I'm not sure. I want to say mid 2010 maybe.  
13 Might have been a little later. I'm not -- I think it  
14 was '10. Might have been '11.

15 Q. Okay. I mean, the transaction at issue  
16 occurred in about May of 2011, June of 2011. In  
17 relation to that time frame, how long before do you  
18 think you met Mr. Bidsal, approximation?

19 A. A few months maybe.

20 Q. But had you worked with Mr. Bidsal before  
21 Green Valley, or was that the first transaction you  
22 were involved with him?

23 A. Green Valley, the acquisition of Green Valley  
24 I believe was the first transaction.

25 Q. All right. And that would have been around

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DAVID GALEN LE GRAND  
SHAWN BIDSAL vs BENJAMIN GOLSHANI

March 20, 2018  
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1 June of 2011, correct?

2 A. Yeah.

3 Q. So --

4 A. Like I said, may have been '11.

5 Q. So this transaction was the first time you  
6 had worked with Mr. Bidsal?

7 A. I believe so, yes. There was -- yeah, they  
8 were acquiring the property through I believe it was an  
9 auction. Anyway...

10 Q. When you say "they," who are you referring  
11 to?

12 A. Well, Mr. Bidsal and Mr. Golshani.

13 Q. Prior to this transaction had you ever met  
14 Mr. Golshani?

15 A. No.

16 Q. So would it be fair to say this was probably  
17 the first transaction you had worked with Mr. Bidsal  
18 on?

19 A. Yes.

20 (Exhibit 1 marked  
21 for identification.)

22 BY MR. GARFINKLE:

23 Q. Why don't you take a look at what has been  
24 marked as Exhibit 1. Do you recognize that?

25 A. Yes.

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1 Q. How do you recognize that?

2 A. I believe you provided me with a copy of this  
3 and I acknowledged receipt.

4 Q. And can you tell me what you did in order to  
5 comply with the subpoena duces tecum?

6 A. Sure. I spent hours, I'm not sure, five or  
7 six hours on a Sunday afternoon going through e-mails  
8 and documents, and doing my best to try to find  
9 everything requested.

10 Q. And when you say "e-mails and documents," do  
11 you have a personal computer that you went through?

12 A. Yes.

13 Q. Okay. Is this the same computer that you've  
14 had for all the years?

15 A. Yes. But it's been wiped since.

16 Q. It's been what?

17 A. It's been wiped since.

18 Q. What do you mean?

19 A. That computer is gone and I have a  
20 replacement that has a mirror image.

21 Q. So the computer you had in 2011 when this  
22 transaction --

23 A. Oh, that's been multiple computers ago.  
24 Multiple computers ago.

25 Q. So I guess I'm just confused.

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1 A. Sorry.

2 Q. When you looked for documents you went on  
3 your personal computer, correct?

4 A. Yes. Yes.

5 Q. And how did you find documents responsive to  
6 the subpoena duces tecum; do you have them in files?  
7 How is it set up?

8 A. Well, I searched e-mails by send and receive,  
9 by name, Bidsal, Golshani, and then I went into my  
10 documents that were organized into folders labeled with  
11 the various companies and/or projects, because  
12 sometimes we had projects that were for one company,  
13 but were a distinct project, like doing CC & Rs, it's a  
14 different project.

15 Q. But in 2011, this is the first time you had  
16 worked for Mr. Bidsal and Mr. Golshani?

17 A. Yeah.

18 Q. Did you have a file called Green Valley?

19 A. Yeah, I had multiple files by that name.

20 Q. So since the formation of Green Valley and  
21 the acquisition of the properties, you've done  
22 subsequent work for Green valley?

23 A. Oh, yes.

24 Q. So that would have been from 2011 through  
25 when?

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1 A. I'm not sure.

2 Q. But this --

3 A. Maybe '14 or '15. 2015 maybe.

4 Q. So in preparation for production of  
5 documents, your search dealt with the preparation,  
6 drafting, and interpretation of the operating agreement  
7 for Green Valley Commerce, LLC?

8 A. Yes.

9 Q. So you went through your e-mails?

10 A. Yes.

11 Q. And you went through your folder for Green  
12 Valley, correct?

13 A. Yes.

14 Q. And you went to see if there were responsive  
15 documents for those requests, right?

16 A. Yes, sir.

17 Q. And then the second request is for Mission  
18 Square?

19 A. Same process.

20 Q. Same process. Mission Square was in 2013,  
21 correct?

22 A. I'm not sure when it was, but we did  
23 subsequently with Mr. Shapiro's help, found e-mails  
24 from 2013, but I'm not sure about the project.

25 Q. When you say with his help, what do you mean?

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1       A.    Well, it became apparent that I overlooked  
2 two or three e-mails from 2013.

3       Q.    All right, I understand now. So you went  
4 through your e-mails to find responsive e-mails and  
5 documents, correct?

6       A.    Yes.

7       Q.    And what did you do with them?

8       A.    I sent them to you.

9       Q.    How did you send them to me?

10      A.    I e-mailed them. I printed off copies, and  
11 because there were troubles with the e-mail not  
12 capturing the underlying document when you forward an  
13 e-mail, sometimes it doesn't convey.

14      Q.    Let me try and walk you through what  
15 happened. Do you recall first putting them on like a  
16 little disc or something from like an HP --

17      A.    Yeah, I put them on a flash drive.

18      Q.    Let me finish. It was from an HP printer or  
19 something; is that what you have?

20      A.    No, I have a Canon printer.

21      Q.    So it was put on a little flash drive, right?

22      A.    A chip.

23      Q.    And it was delivered to my office?

24      A.    Yes.

25      Q.    And I then contacted you and said I've looked

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1 at your documents, but you failed to attach the  
2 attachments to them, correct?

3 A. Right.

4 Q. Okay. Then what did you then do?

5 A. I went back and started printing the  
6 attachment, and also e-mailed you some of the  
7 attachments.

8 Q. Okay. Now, after you printed out the  
9 attachments, you and I then met at your office; am I  
10 right?

11 A. Yes.

12 Q. Do you recall that?

13 A. Yes, I do.

14 Q. And when we met at your office, we tried to  
15 compare what you had put on the flash drive with what  
16 you now had, correct?

17 A. Yes.

18 Q. So we sort of matched up your e-mails that  
19 you had produced but didn't have the attachments, and  
20 we tried to match them up to make sure we now had the  
21 attachments, correct?

22 A. Yes.

23 Q. When we met, it appeared, though, that you  
24 didn't print out all of the e-mails with attachments,  
25 correct?

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1 A. Yes.

2 Q. And I think you then went and you printed  
3 them out again and you dropped them off at my office?

4 A. Yes.

5 Q. And if I'm misstating the process, please let  
6 me know, because I'm just trying to make the record  
7 complete for Mr. Shapiro so he knows what happened  
8 here.

9 A. Yeah.

10 Q. And then I think that even when you did that,  
11 there may have been a couple that you didn't produce  
12 the attachments and you sent them to me, correct?

13 A. Yes.

14 MR. GARFINKLE: As you can tell, this was  
15 sort of a busy process.

16 BY MR. GARFINKLE:

17 Q. Now, I also -- after I received all the  
18 documents from you, I then went ahead and I produced  
19 them in the litigation with Bates stamps. Do you  
20 recall that?

21 A. Yes.

22 Q. Did I send you a file with all of the  
23 documents and the e-mails?

24 A. I think you sent me a link to the file.

25 Q. Right.

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1 A. But, yes. Effectively, yes.

2 Q. Did you then open it up? Did you look at it?

3 A. Yes.

4 Q. I did bring a set, and I want you to go ahead  
5 and look at this. I just want you to scan through just  
6 to confirm this is what I sent you. Just confirm these  
7 are the documents I sent.

8 I just --

9 MR. SHAPIRO: Are those Bates stamped?

10 MR. GARFINKLE: Yes. I sent him a link with  
11 the Bates stamped documents, that's all.

12 MR. SHAPIRO: Okay. And what he's looking  
13 at, do they have Bates stamps on those documents?

14 MR. GARFINKLE: They do. And they didn't  
15 have them when he produced them, but my office did it  
16 and you should have a full set of this.

17 There you go.

18 BY MR. GARFINKLE:

19 Q. I don't need you to review every one, but  
20 just to get a sense that this is what we sent.

21 MR. SHAPIRO: Well, I am going to ask him  
22 that. I want him to be able to verify that this is  
23 what he produced.

24 MR. GARFINKLE: Sure. Absolutely.

25 MR. SHAPIRO: Perhaps we should take a break.

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1 I know I hate it when someone is breathing down my  
2 neck.

3 MR. GARFINKLE: Sure. Whatever he needs to  
4 do.

5 MR. SHAPIRO: Perhaps we can go off the  
6 record and take a minute.

7 MR. GARFINKLE: Sure. Let's go off the  
8 record.

9 (Whereupon, a recess was taken.)

10 (Exhibit 2 marked  
11 for identification.)

12 BY MR. GARFINKLE:

13 Q. Have you had a chance to review that?

14 A. Yeah. This appears to be complete.

15 Q. I'll just identify this is Benjamin  
16 Golshani's and CLA Properties, LLC's second  
17 supplemental NRCP 16.1 disclosures, and these are  
18 documents produced by David Le Grand, Bates stamp DL  
19 00001 through DL 00615.

20 And Mr. Le Grand, these were documents that  
21 were produced from your file responsive to the subpoena  
22 duces tecum?

23 A. Yes.

24 Q. Now, after I had sent these to you, I then  
25 sent you a link of documents that were produced by

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1 Mr. Shapiro's office, correct?

2 A. Yes.

3 Q. And that link with documents reflected  
4 e-mails in connection with the Mission Square operating  
5 agreement; am I right?

6 A. Yes, from November of '13, yes.

7 Q. But those were not e-mails that you had  
8 produced originally; is that correct?

9 A. No, I had overlooked them, yes.

10 Q. Were you then able to go on your computer and  
11 locate those?

12 A. Yes.

13 Q. All right. Let's go ahead and take a look at  
14 Exhibit Number 2, that's Bates number DL 2 through 21.

15 Take a look at Exhibit Number 2. Do you  
16 recognize this?

17 A. Yes.

18 Q. On the first page, it references subscription  
19 documents and draft operating agreements. It says I  
20 did not have Ben's last name, nor the address for the  
21 office of GVC. So, again, this is sort of the first  
22 time you started working with Mr. Bidsal or  
23 Mr. Golshani, correct?

24 A. Yes.

25 Q. And it says, "I added an entire set of tax

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1 provisions and identification provisions to protect  
2 you."

3 Was it your understanding that you were  
4 representing Mr. Bidsal in connection with this  
5 transaction?

6 A. In our first conversation, it was that I was  
7 going to represent the company, and Shawn, to my  
8 understanding, at the beginning was the majority owner.  
9 And things changed over time.

10 Q. What do you recall Mr. Bidsal telling you  
11 about this transaction or project, however you want to  
12 describe it?

13 A. This was to be an acquisition of, I believe  
14 it was four office buildings, but a set of office  
15 buildings that had gone into default and been  
16 foreclosed and the loans were being sold, I believe.

17 It was American Nevada Corp. and they had  
18 done a cash-out refi at the height of the boom, got the  
19 properties valued, pulled a bunch of cash out, and then  
20 when times got tough, defaulted, and GVC was being  
21 formed for the purpose of acquiring these properties.

22 Q. Did Mr. Bidsal tell you that he would be  
23 acquiring the properties with Mr. Golshani?

24 A. Eventually. I'm not sure I knew Ben's name  
25 for a little while. But there was definitely going to

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1 be an equity partner.

2 Q. So did he tell you about the transaction  
3 before the acquisition of the property?

4 A. Yeah, we talked.

5 Q. Did Mr. Bidsal tell you who Mr. Golshani was?

6 A. Well, eventually.

7 Q. Did he tell you he was his cousin?

8 A. I'm not sure I ever knew that. Might have  
9 told me, but I'm not sure. I don't recall that.

10 Q. You say you had to do a lot of work to make  
11 this OPAG work; what did you mean by that?

12 A. Mr. Bidsal had sent me a format that he  
13 wanted to utilize. I was not thrilled with the format,  
14 and had to start making some fairly extensive  
15 revisions.

16 Q. Just so you know, in looking at this  
17 document, if you take a look at DL 11, which is -- it  
18 reflects page 14 of 24, I noticed that after these were  
19 produced that it appears that -- I believe you attached  
20 a draft operating agreement, but I don't think you  
21 produced all of the pages that were part of it.

22 A. Could be.

23 Q. Could be?

24 A. I don't know how I could have produced a  
25 partial document, but --

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1 Q. Who knows.

2 A. Who knows.

3 Q. Do you have an understanding of how much  
4 money was actually put up by Mr. Golshani for the Green  
5 Valley acquisition; did you know at the time?

6 A. No. I didn't know the exact numbers until a  
7 little bit later in the process. That's why all these  
8 subscription documents are all blank, because I didn't  
9 know at the moment. I'm not sure they knew. This was  
10 kind of a moving target a little bit.

11 MR. GARFINKLE: All right, let's just go  
12 ahead and mark this as Exhibit Number 3, and it's Bates  
13 number 22.

14 (Exhibit 3 marked  
15 for identification.)

16 BY MR. GARFINKLE:

17 Q. I'm just going to have you go through this  
18 real quick. It says, "Still need that office address  
19 and Ben's last name." Is --

20 MR. SHAPIRO: Now, you identified one Bates  
21 number for the exhibit. Is it one page long?

22 MR. GARFINKLE: No, it's page 22 through 30.  
23 Sorry about that, Jim.

24 MR. SHAPIRO: Thank you.

25 A. Yes.

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1 BY MR. GARFINKLE:

2 Q. Still asking for the same information?

3 A. Yes.

4 Q. This is an email to Bidsal, so at this point  
5 you still assumed you were representing Mr. Bidsal; is  
6 that correct?

7 MR. SHAPIRO: Object. Misstates prior  
8 testimony.

9 A. I believe I was engaged to represent Green  
10 Valley Commerce.

11 BY MR. GARFINKLE:

12 Q. Yeah, I'm sorry.

13 A. And I just didn't know who the members were  
14 going to be to a finite degree at that point. It was  
15 shifting.

16 MR. GARFINKLE: All right. Here's Exhibit  
17 Number 4, and it's ending in Bates number 31.

18 MR. SHAPIRO: Okay. I need you to give me  
19 copies or give me Bates numbers.

20 MR. GARFINKLE: I said Bates number 31.

21 MR. SHAPIRO: You said ending in. What's the  
22 beginning?

23 MR. GARFINKLE: It's just 31.

24 (Exhibit 4 marked  
25 for identification.)

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1 BY MR. GARFINKLE:

2 Q. Do you recognize this document?

3 A. Yes.

4 Q. It says, "Am I to draft a similar document  
5 for Country Club?" What's Country Club?

6 A. Another project.

7 Q. Is it your understanding this was a project  
8 that Mr. Golshani was going to be involved too?

9 A. I don't recall.

10 Q. Let's take a look at Exhibit Number 5, which  
11 starts Bates number 32 and ends in 33.

12 (Exhibit 5 marked  
13 for identification.)

14 BY MR. GARFINKLE:

15 Q. Mr. Le Grand, what was your understanding of  
16 the Country Club project?

17 MR. SHAPIRO: I'm going to object to the  
18 question.

19 BY MR. GARFINKLE:

20 Q. You can answer.

21 What did Mr. Bidsal tell you about Country  
22 Club?

23 A. I'm sorry, I don't remember.

24 Q. Did you have an understanding that the  
25 operating agreements for Green Valley and Country Club

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1 were going to be identical?

2 A. I'm not sure I knew that at the time, no.

3 MR. SHAPIRO: Exhibit 5 is DL 32 through 33;  
4 is that correct?

5 MR. GARFINKLE: Yes.

6 BY MR. GARFINKLE:

7 Q. When you first started drafting the operating  
8 agreement for Green Valley, was it your understanding  
9 that Mr. Bidsal was going to be sort of the majority  
10 owner?

11 A. I believe so, yes.

12 BY MR. GARFINKLE:

13 Q. As a result, that's why you're drafting this  
14 with him as having greater rights than his equity  
15 partner, correct?

16 A. Yeah.

17 MR. SHAPIRO: Object. Lacks foundation.

18 BY MR. GARFINKLE:

19 Q. That was based on your communication with  
20 Mr. Bidsal?

21 A. Yeah. Through that point I had only had  
22 conversation with Mr. Bidsal.

23 MR. GARFINKLE: Exhibit Number 6 is simply  
24 Bates number ending in 86.

25 (Exhibit 6 marked

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1 for identification.)

2 BY MR. GARFINKLE:

3 Q. Down at the bottom of Exhibit Number 6, there  
4 appears to be another e-mail. "Shawn, as we discussed,  
5 the following is what I'm able to communicate to Chris  
6 Childs."

7 Was Mr. Childs involved in the Green Valley  
8 transaction?

9 A. Mr. Childs I believe was general counsel to  
10 American Nevada Corp.

11 Q. So you were negotiating with him?

12 A. A deed in lieu of foreclosure.

13 Q. And that's how the property was going to be  
14 acquired?

15 A. Yes.

16 Q. All right. Up at the top here, you're  
17 communicating with Mr. Bidsal. It says, "I'm working  
18 on the OPAG," and that's the operating agreement?

19 A. Yes. OPAG is my shorthand for operating  
20 agreement.

21 MR. GARFINKLE: This will be marked as  
22 Exhibit Number 7, and this begins at Bates stamped 137  
23 through 166.

24 (Exhibit 7 marked  
25 for identification.)

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1 BY MR. GARFINKLE:

2 Q. Take a look at the e-mail that is at the  
3 bottom of the first page of Exhibit Number 7.

4 A. Yeah.

5 Q. So the first sentence says, "Shawn and Ben:  
6 I am attaching the revised operating agreement. I  
7 added ROFR," that's right of first refusal language?

8 A. Yeah.

9 Q. By this time had you communicated with  
10 Mr. Golshani?

11 A. I believe yes, although I don't have a  
12 specific recollection, but I believe we had a phone  
13 conference in which Ben was introduced.

14 Q. Do you recall how he was introduced to you?

15 A. Mr. Bidsal introduced, I think it was by  
16 phone.

17 Q. By that time had you learned what  
18 Mr. Golshani was contributing to the project?

19 A. I don't think so.

20 Q. All right, let's go down to the next  
21 paragraph. It says, "However, I am unclear as to the  
22 discussion at the end of the meeting about buy-sell."  
23 So do you recall a specific meeting with Mr. Golshani  
24 and Mr. Bidsal?

25 A. I'm sorry, I don't. It might have been an

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1 in-person meeting, rather than a phone call.

2           You know, this is seven years ago. I really  
3 don't remember.

4           Q. What do you recall about the discussion about  
5 the buy-sell?

6           A. There was a couple of different threads of  
7 conversation, but one was a -- basically a buy-sell  
8 type of provision, death, you know, disability, that  
9 sort of thing. We wanted to trigger a buy-sell.

10           And then we also talked about, you know,  
11 valuation, whether we would have a binding arbitration  
12 of disputes, and I was left clearly a little unclear as  
13 to the specifics of what the clients wanted, so I was  
14 asking these questions, do you want the death or  
15 disability to trigger a forced buy-sell.

16           Q. Was it your understanding that both  
17 Mr. Bidsal and Mr. Golshani wanted the forced buy-sell?

18           In other words, this was something they both  
19 wanted, correct?

20           A. Yes.

21           Q. As you sit here today, do you have a specific  
22 recollection of that conversation?

23           A. No.

24           Q. But these are the issues that you remember  
25 talking about?

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1           A.     Yeah. I mean, you understand, I've done  
2     literally hundreds of these types of deals since this  
3     time, and I -- there's no way I remember specific  
4     conversations from seven years ago on a deal unless  
5     something remarkable happened. Sometimes, you know, it  
6     will cue my memory, but I literally do hundreds of  
7     these deals.

8           Q.     But this was a provision that they both  
9     wanted, correct?

10          A.     Yeah.

11                     (Exhibit 8 marked  
12                     for identification.)

13     BY MR. GARFINKLE:

14           Q.     Let's go ahead and look at Exhibit Number 8.  
15     This will be Bates number 167 through 195. Tell me if  
16     you recognize this document.

17           A.     Yes, I recognize the document.

18           Q.     It says, "Ben, attached please find the  
19     redline revised OPAG per our last meeting." Is this in  
20     reference to the July 22nd meeting that you referenced  
21     in Exhibit Number 7?

22           A.     I don't know. Probably, but I can't tell  
23     you.

24           Q.     Take a look at Bates number 177.

25           A.     Yes.

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1 Q. That's page 10 and 28 of the revised  
2 operating agreement for Green Valley. That appears to  
3 be a procedure for right of first refusal, right?

4 A. Yes.

5 Q. Is that what you were talking about in your  
6 e-mail from Exhibit number 7?

7 A. Yes.

8 Q. In looking at the August 10th e-mail, do you  
9 see anything in there with respect to a buy-sell?

10 MR. SHAPIRO: Are you referring to the e-mail  
11 or DL 177?

12 MR. GARFINKLE: I'm asking him with respect  
13 to Exhibit Number 8, which is the redlined version to  
14 the August 10th e-mail, if he sees anything in there  
15 with respect to the buy-sell that was referenced in  
16 Exhibit Number 7.

17 MR. SHAPIRO: Okay.

18 A. No.

19 BY MR. GARFINKLE:

20 Q. So at this point in time you hadn't prepared  
21 anything with respect to buy-sell, correct?

22 A. Correct.

23 (Exhibit 9 marked  
24 for identification.)

25 BY MR. GARFINKLE:

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1 Q. Let's go ahead and take a look at Exhibit  
2 Number 9, which consists of two pages, Bates numbers  
3 196 and 197.

4 A. Yes.

5 Q. Exhibit Number 9 is an e-mail with an  
6 attached invoice for your services for July 2011; am I  
7 correct?

8 A. Yes.

9 Q. And take a look at the second page. It has a  
10 whole series of entries on here, and all of these  
11 entries, they all pertain to Green Valley Commerce; am  
12 I right?

13 A. Green Valley and Country Club.

14 Q. Okay. Do you recall what kind of work you  
15 were doing for the Country Club matter?

16 A. Same sort of work I was doing for Green  
17 Valley.

18 Q. And by this time, did you also understand  
19 that Mr. Golshani was going to be an equity partner in  
20 the Country Club project too?

21 A. I'm not sure.

22 Q. If you take a look at the entry 7/21/11, I  
23 believe it says conference, Shawn Bidsal and Bill  
24 Golshani?

25 A. Yes.

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1 Q. Regarding OPAG, tax matters and deed in lieu;  
2 correct?

3 A. Yes.

4 Q. Does this refresh your memory as to that July  
5 22nd e-mail that appears to have been a conference with  
6 them rather than a call?

7 A. Honestly, no.

8 Q. But typically if you -- when you note on your  
9 time sheets or you keep track of your time with your  
10 clients, if it was a conference you would put an  
11 in-face meeting with them or face-to-face meeting, you  
12 would mention a conference rather than a  
13 teleconference?

14 A. Yes. I have no doubt it was a meeting, but  
15 you asked if it stirred my recollection, and the answer  
16 was no.

17 Q. And it looks like on 7/22, it looks like  
18 revise OPAG with arbitration and other edits per  
19 instructions, correct?

20 A. Yes.

21 Q. That would be per instructions you received  
22 at the July 22nd meeting?

23 A. Yes.

24 MR. GARFINKEL: Let's take a look now at what  
25 we're going to mark as Exhibit Number 10, which is

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1 Bates number 198.

2 (Exhibit 10 marked  
3 for identification.)

4 BY MR. GARFINKLE:

5 Q. Do you recognize Exhibit Number 10?

6 A. Yes.

7 Q. How do you recognize it?

8 A. It's an e-mail I sent to Ben Golshani.

9 Q. First sentence says, "Ben, I am confused by  
10 your phone call." Do you recall what the nature of the  
11 phone call was?

12 A. No.

13 Q. Then it says, "I included extensive right of  
14 first refusal language in this operating draft." It  
15 goes on to say, "My notes are that this approach is  
16 what we discussed. Please call me if this is wrong."

17 Do you have a recollection of Mr. Golshani  
18 contacting you after that?

19 A. Yes.

20 Q. What do you recall him and you talking about?

21 A. He wanted to have a slightly different  
22 approach in wanting not just an ROFR, but wanting the  
23 buy-sell types of provisions. And he was concerned  
24 about the potential cost of the procedure, is what I  
25 recall.

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1 Q. And the buy-sell provision, that's something  
2 that you had previously talked to Mr. Bidsal and  
3 Mr. Golshani about, correct?

4 A. Yes.

5 Q. So the draft that he had sent you had right  
6 of first refusal rather than buy-sell, and that's what  
7 he was bringing to your attention?

8 A. I think that was part of it, yes, or most of  
9 it.

10 MR. GARFINKLE: All right, let's go ahead and  
11 mark the next one as Exhibit 11. Exhibit 11 is going  
12 to be Bates number 199 through 256.

13 (Exhibit 11 marked  
14 for identification.)

15 BY MR. GARFINKLE:

16 Q. Please take a look at Exhibit Number 11.

17 A. Okay.

18 Q. The prior exhibit, Exhibit 10, it's the  
19 e-mail that you wrote to Ben that you're confused by  
20 your call, and it says I included extensive right of  
21 first refusal language, et cetera, et cetera, please  
22 call me if I'm wrong, and then you testified about the  
23 conversation you had with Mr. Golshani, correct?

24 Now, Exhibit Number 11 references a call with  
25 Mr. Golshani that morning; am I right?

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1 A. Yes.

2 Q. Is that the call that you're talking about?

3 A. Yes.

4 Q. Do you recall anything more about that  
5 conversation?

6 A. No.

7 Q. Other than what you testified before?

8 A. No.

9 Q. And then it goes on to say, "I modified the  
10 books and records provision, modified the ROFR to be  
11 for sales to third parties and added a Dutch Auction  
12 provision. The Dutch Auction only works if there are  
13 two members. If you bring in more members it will be  
14 most complex."

15 Are you the one who came up with the term  
16 "Dutch Auction"?

17 A. I'm not sure, and I have Googled it  
18 subsequently and it is slightly different than what we  
19 were discussing.

20 Q. When you say Dutch Auction, do you recall  
21 speaking with Mr. Golshani about that in conversation?

22 A. Yes.

23 Q. And what do you recall talking to him about  
24 when you say Dutch Auction?

25 A. Mr. Golshani was interested in having a

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1 provision that would allow either of the members to  
2 offer to buy or sell their interests in the property in  
3 a fashion that the offeror would set a price at which  
4 the offeror would be willing to either buy or sell.  
5 That was the concept.

6 Q. And you refer to it as a Dutch Auction?

7 A. Yeah, I did refer to it that way. I had  
8 heard the term used in that context previously, but I'm  
9 not sure it's the proper use of the term.

10 Q. During your conversation with Mr. Golshani,  
11 did you actually use the term Dutch Auction?

12 A. I believe we did, yes.

13 Q. Let's go ahead and take a look at Exhibit  
14 Number 11, and I've reviewed it, and obviously there  
15 are some attachments, and I want you to take a look at  
16 the document ending in Bates number 211, and there's a  
17 section 7 and a section 7.1, and I want you to please  
18 take a look at those sections.

19 A. Okay.

20 Q. Do you recognize sections 7, 7.1?

21 A. I do.

22 Q. Is that something that you drafted?

23 A. Yes.

24 Q. Is this what you drafted in order to refer to  
25 the Dutch Auction?

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1 A. I believe this was the first effort, yes.

2 Q. Let me ask you something, so you obviously  
3 spoke with Mr. Golshani about the Dutch Auction,  
4 correct?

5 A. Yes.

6 Q. In your mind at least, is there sort of a  
7 policy or a purpose for Dutch Auction?

8 What's the logic behind it, if you will?

9 A. Well, I think the principle or the concept is  
10 to have fairness and to try to minimize negotiation  
11 and, you know, an extended process. Because if you're  
12 willing to buy or sell at a given price, then it's  
13 pretty simple, in concept. So I think that's the  
14 principle.

15 Q. Obviously this references a communication  
16 with Mr. Golshani, but did you also speak to Mr. Bidsal  
17 about the Dutch Auction?

18 A. Yes.

19 Q. Do you recall when you spoke to him about it?

20 A. In this period of, I think it would be August  
21 through November, as we were going through these  
22 drafts, I certainly spoke with Mr. Bidsal about this.

23 Q. Do you have an idea of how many times?

24 A. No. Sorry.

25 Q. In your mind, did you ever have any question

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1 whether or not Mr. Golshani didn't understand the  
2 concept of the Dutch Auction?

3 A. I'm not sure that it was a lack of  
4 understanding of the concept, as much as fighting  
5 through, you know, what I'll refer to as legalese, you  
6 know.

7 Q. What about Mr. Bidsal, did you have any  
8 doubts as to his ability to understand the concept of  
9 the Dutch Auction?

10 A. No. Keep in mind, I was talking to Shawn  
11 probably sometimes two, three times a day. We had  
12 Chris Childs, we had this intense negotiation going on.  
13 There was a lot of communication going on. It wasn't  
14 just this issue. I had, you know, a lot on the plate  
15 during this time frame as we were trying to get this  
16 deal done.

17 Q. So you communicated with him pretty  
18 regularly, correct?

19 A. I can't say it was regular, but it was often,  
20 during this time.

21 Q. And would it be fair to say, though, that you  
22 had ample opportunity and time to communicate with him  
23 about the buy-sell provision in the operating  
24 agreement?

25 A. Yes.

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1 Q. Okay. Same with Mr. Golshani, too, correct?

2 A. Yes.

3 Q. And also the Dutch Auction concept?

4 A. Yes.

5 Q. Let me ask you something, as you sit here  
6 today, in response to Exhibit 11, did you receive any  
7 communication from Mr. Golshani about the content of  
8 the auction?

9 A. Yes.

10 Q. And what do you recall hearing from him?

11 A. That I didn't quite -- I think -- I'm not  
12 sure when this occurred, whether it was August, but at  
13 one point Ben sent me a sample of some language that he  
14 thought more reflected what he was looking for.

15 Q. The language that he sent you, was it your  
16 understanding that Mr. Golshani was communicating with  
17 Mr. Bidsal as to the language?

18 A. Yes.

19 Q. What was the basis for that?

20 A. In conversations, we had some phone  
21 conferences that were, you know, joint, and sometimes  
22 one or the other would tell me that they had talked to  
23 the other.

24 Q. So based on that, it was your understanding  
25 that Mr. Golshani had sent you what was a joint effort?

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1 MR. SHAPIRO: Objection. Leading.

2 BY MR. GARFINKLE:

3 Q. Describe it for me in your own words.

4 A. Well, the goal was to arrive at language that  
5 everyone was comfortable with. So, yes, there was  
6 joint effort.

7 Q. Finished? I didn't know if you were going to  
8 say something else.

9 A. All right.

10 Q. In response to Exhibit Number 11, did you  
11 ever recall Mr. Bidsal contacting you and saying this  
12 doesn't reflect what I think should be in the Dutch  
13 Auction provision?

14 A. I don't recall such a conversation.

15 Q. Did Mr. Bidsal e-mail you a lot?

16 A. I'm not sure what you mean by "a lot," but we  
17 had a fair volume of correspondence. There was a lot  
18 going on.

19 Q. Both in written form and then also orally,  
20 correct?

21 A. Yes.

22 MR. GARFINKLE: Let's go ahead and mark this  
23 as Exhibit Number 12, Bates number 257 and 258.

24 (Exhibit 12 marked  
25 for identification.)

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1 BY MR. GARFINKLE:

2 Q. Tell me if you recognize Exhibit Number 12.

3 A. I do.

4 Q. By the way, had you ever used the Dutch  
5 Auction provision before using this in the Green Valley  
6 operating agreement?

7 A. No, I hadn't.

8 Q. Do you recognize Exhibit Number 12?

9 A. Yes.

10 Q. What is this?

11 A. It's an invoice.

12 Q. This is for services for August 2011?

13 A. Yes.

14 Q. And it looks -- it appears to reflect all of  
15 your billings for the Green Valley Commerce and Country  
16 Club matters, correct?

17 A. Yes.

18 Q. But would it be fair to say, though, it looks  
19 like most of this stuff you're dealing with really has  
20 to do with Green Valley; am I right?

21 MR. SHAPIRO: Object. Leading.

22 A. During this time frame Green Valley was the  
23 focus.

24 BY MR. GARFINKLE:

25 Q. I see an entry on August 10th, telephone

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1 conference with Ben Golshani Re: Buy-sell. And it  
2 says, "Revise and resend operating agreement with  
3 extended buy-sell provisions." Do you see that?

4 A. Yes.

5 MR. GARFINKLE: Why don't we go ahead and  
6 take a quick break. We have been going for an hour.

7 (Whereupon, a recess was taken.)

8 MR. GARFINKLE: All right, let's go ahead and  
9 let's mark this as Number 13. Jim, that's going to be  
10 Bates number 259 through 287.

11 (Exhibit 13 marked  
12 for identification.)

13 BY MR. GARFINKLE:

14 Q. Tell me if you recognize Exhibit Number 13.

15 A. I do.

16 Q. Okay. And this is almost a month after  
17 Exhibit Number 11, which is where you included the  
18 Dutch Auction provision. And it says, "Shawn and Ben:  
19 I made some minor edits on Schedule B and answered some  
20 of Ben's questions."

21 As you sit here today, do you recall what  
22 Ben's questions were?

23 A. No.

24 Q. And then it goes on to say, "I do not know  
25 how to address the concept of the Dutch Auction after

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1 much thought." It says, "We discussed that you may  
2 want be to be able to name a price and either get  
3 bought or buy at the offer price. I can write that  
4 provision, but I'm not sure it makes sense, because Ben  
5 has put in more than double the capital of Shawn. So if  
6 Ben names a price to be bought out, that price has to  
7 reflect getting his capital back. But if Shawn can  
8 say, 'You can buy my units at that price,' Ben might be  
9 severely overpaying. Maybe we can take a few minutes  
10 to discuss how you want to resolve." Did I read that  
11 correctly?

12 A. Yeah.

13 Q. Do you recall specific discussions with  
14 Mr. Bidsal and Mr. Golshani regarding the issues that  
15 you raise in Exhibit Number 13?

16 A. I don't recall the specifics of conversations  
17 on this subject.

18 Q. Let me ask you something, with respect to the  
19 Dutch Auction, if one of the -- if the offering member  
20 offers a price, the offeree can either sell at that  
21 price or buy at that price; is that right?

22 A. That's the concept.

23 Q. And if the offeree wants to buy at that  
24 price, the offeror is obligated to sell at that price?

25 A. Yes.

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1 Q. The disparity in capital contribution, is  
2 that something that you raised with Mr. Golshani and  
3 Mr. Bidsal, or did one of them raise it?

4 A. I don't recall, but clearly I raised it.  
5 Whether somebody else raised it, I don't remember.

6 Q. And you had a concern about it, correct?

7 A. Yeah.

8 Q. Because of the unfairness, if you will?

9 A. Well, it needed to be addressed.

10 Q. And then at the bottom it talks about another  
11 approach would be to have an appraiser value your  
12 respective interests in capital and establish a price  
13 for each of you. Then Ben could say, Shawn, buy my  
14 units for X dollars, or I can buy your units for Y  
15 dollars, all based on an independent appraisal.

16 You've sent back a lot of -- I've shown you a  
17 number of exhibits and you have a lot of drafts here.

18 Let me ask you something, based on your deals  
19 with Mr. Golshani and Mr. Bidsal, would it be fair to  
20 say that at least in your opinion, they appeared to  
21 have been reading the drafts very carefully?

22 MR. SHAPIRO: I'm going to object to the form  
23 of the question.

24 MR. GARFINKLE: I can withdraw that.

25 BY MR. GARFINKLE:

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1 Q. In other words, when you sent a draft to  
2 Mr. Bidsal, would you then talk to him about the draft?

3 A. Well, sometimes. Again, we had a bunch of  
4 things going on at one time. So -- and Shawn had a lot  
5 of other things he was engaged with as well during this  
6 time that I had no part of, as far as I know. So I  
7 don't want to characterize, but it was a little harder  
8 to get Shawn's attention, because the sheer volume of  
9 what Shawn was dealing with and what we were dealing  
10 with. So you can see in some of these -- some of the  
11 communication, that I'm kind of waiting on Shawn.

12 Ben had less day-to-day involvement, and I  
13 think Ben was a little more focused on what he wanted  
14 to see. That's kind of my -- you know, you're asking  
15 for my subjective perspective of what I was  
16 experiencing. That's my best -- it's not that Shawn  
17 was inattentive, it's just Shawn had a lot going on.

18 Q. Was Mr. Bidsal able to effectively  
19 communicate to you if he disliked something?

20 A. Yes.

21 Q. So with respect to the operating agreements,  
22 the drafts, if there was something he didn't want in  
23 there, would he tell you?

24 A. Yes.

25 Q. Same with Mr. Golshani, correct?

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1 A. Yeah.

2 Q. In Exhibit 13, you mention, "We discussed  
3 that you want to be able to name a price and either get  
4 bought or buy at the offer price." And again, that is  
5 something that both Mr. Bidsal and Golshani agreed to,  
6 correct?

7 A. I think conceptually I was -- conceptually,  
8 yes, they understood that was the direction we were  
9 going.

10 Q. And that's the direction they wanted to go  
11 in?

12 A. Yeah, Ben more than Shawn, but yes.

13 Q. Did Mr. Bidsal express to you that he did not  
14 want to go in that direction?

15 A. I don't recall such a direction from  
16 Mr. Bidsal.

17 Q. Now, in your e-mail dated September 16, 2011,  
18 you propose a couple of ways to address this disparity  
19 in capital contribution, correct?

20 A. Yes.

21 Q. Do you recall having a communication with  
22 Mr. Golshani where you discussed concepts or language  
23 of how to address this in the Dutch Auction provision?

24 A. Not specifically, no.

25 Q. Do you have any recollection of speaking with

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1 Mr. Bidsal about that?

2 A. Not in specific at this time.

3 MR. GARFINKLE: Let's take a look at Exhibit  
4 14, which I'll have the court reporter mark. That's  
5 going to be document Bates numbered 288.

6 (Exhibit 14 marked  
7 for identification.)

8 THE WITNESS: Yes.

9 BY MR. GARFINKLE:

10 Q. Tell me if you recognize Exhibit Number 14.

11 A. I do. It's an e-mail I sent to Shawn and  
12 Ben.

13 Q. Correct. And it says, "I got Ben's voicemail  
14 Saturday regarding buy-sell, and I talked with Shawn  
15 about the issue that because your capital contributions  
16 are so different, you should consider a formula or  
17 other approach to value your interests." Then it says,  
18 "A simple Dutch Auction where either of you can make an  
19 offer to the other, and the other can elect to buy or  
20 sell at the offered price does not appear to be  
21 sensible to me." Do you see that?

22 A. Yeah.

23 Q. Do you recall Ben's voicemail?

24 A. No.

25 Q. And then it says you talked to Shawn about

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1 the issue?

2 A. Yeah.

3 Q. Do you recall what you spoke to him about?

4 A. Well, clearly my e-mail says I spoke to him  
5 about this buy-sell, you know, provision, but I have no  
6 specific recollection of the conversation.

7 Q. It talks about a formula. Do you have a  
8 recollection of discussing a formula with him, a  
9 specific type of formula?

10 A. No.

11 Q. Do you recall speaking with --

12 A. I take that back. I'm not sure it was this  
13 call, but we did have a conversation about, you know,  
14 for example, you know, one person gets an appraiser,  
15 second person gets an appraiser, the two appraisers if  
16 they are within five percent or ten percent or some  
17 number, you average the two appraisals. And if they  
18 can't agree, then the two appraisers select a third  
19 appraiser. That conversation did occur at some point.  
20 I can't remember when.

21 We did talk about a much more, to me a more  
22 cumbersome procedure to arrive at value. But again,  
23 I'm not sure it was September. But I do recall having  
24 that conversation.

25 Q. Okay. And that's to the best of your

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1 recollection, that's all recall about discussing some  
2 type of formula?

3 A. Yeah.

4 MR. GARFINKLE: Let's take a look at what's  
5 now going to be marked as Exhibit Number 15, which is  
6 Bates number 289 through 319.

7 (Exhibit 15 marked  
8 for identification.)

9 BY MR. GARFINKLE:

10 Q. Exhibit Number 15 is an e-mail dated  
11 September 20th, and it's the day after Exhibit 14,  
12 which is your September 19th, 2011, e-mail.

13 A. Yep.

14 Q. It says, "Ben and Shawn: Attached please  
15 find the revised OPAG with the new article 5, section  
16 5, which sets forth the Dutch Auction."

17 Take a look at document Bates number, I think  
18 301. Do you recognize this?

19 A. Yep.

20 Q. This is what you drafted?

21 A. Yes.

22 Q. Is this what you're referring to as the Dutch  
23 Auction?

24 A. Yes.

25 Q. Can you describe for me what -- the way this

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1 works?

2       A.     Well, section 5 says that -- that's the Sales  
3 Between Members. In the event a member desires to sell  
4 or purchase, then the offering member gives notice,  
5 setting a purchase price, and that could be expressed  
6 as a percentage of capital, is an offer to purchase the  
7 other member's interest, as opposed to property. Then  
8 upon receipt, each of the other members will have the  
9 first right and option to agree to purchase for the  
10 price set in the notice, or each of the other members  
11 shall have the right to sell.

12       Q.     Was this something that you drafted based on  
13 your communications with Mr. Golshani and Bidsal?

14       A.     Yes.

15       Q.     And ultimately, was this provision acceptable  
16 to them?

17       A.     Since we didn't finish until I believe  
18 November, I think we had a little ways to go.

19       Q.     Do you specifically recall if Mr. Bidsal had  
20 any objections to the new Dutch Auction provision you  
21 included in this draft?

22       A.     I don't recall.

23       Q.     What about Mr. Golshani?

24       A.     I don't recall. Sorry.

25       MR. GARFINKLE: All right, let's add number

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1 16. That's Bates number 320 and 321.

2 (Exhibit 16 marked  
3 for identification.)

4 THE WITNESS: Yes.

5 BY MR. GARFINKLE:

6 Q. Again, this is the invoice for Green Valley  
7 Country Club for September, correct?

8 A. Yes.

9 Q. And it reflects your communications with  
10 Mr. Bidsal and Mr. Golshani regarding Green Valley,  
11 including the operating agreement, correct?

12 A. Yep.

13 Q. Let's go ahead and take a look at what we are  
14 going to mark as Exhibit Number 17, which is Bates  
15 number 322.

16 (Exhibit 17 marked  
17 for identification.)

18 THE WITNESS: Yes.

19 BY MR. GARFINKLE:

20 Q. Tell me if you recognize this.

21 A. I do. It's an e-mail I sent to Shawn Bidsal.

22 Q. It says, "Shawn, I received fax from Ben and  
23 am rewriting it to be more detailed and complete. I  
24 will send it out to both of you shortly." Do you  
25 remember the fax you received from Mr. Golshani?

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1           A.    I remember it embodied the Dutch Auction  
2 concept.  Other than that, I've searched for the fax, I  
3 couldn't find it and I don't have a recollection of it  
4 in detail.

5           Q.    The fax that Mr. Golshani sent you, was it  
6 your understanding that was something that both and  
7 Mr. Bidsal had worked on together?

8           A.    No, I have no such recollection.

9                   MR. GARFINKLE:  Take a look at what I'm going  
10 to have marked as Exhibit Number 18.  This is document  
11 Bates numbers 359 through 360.

12                               (Exhibit 18 marked  
13                               for identification.)

14 BY MR. GARFINKLE:

15           Q.    Do you recognize Exhibit Number 18?

16           A.    Yes.

17           Q.    What is it?

18           A.    This is a draft I prepared.  It was derived,  
19 at least in part, from the fax that Ben had sent me,  
20 and I subsequently circulated this to Shawn and Ben.

21           Q.    Now, this says November.  Do you recall when  
22 this was sent?

23           A.    Only because I've searched through all my  
24 e-mails in the last few weeks.  This was sometime in  
25 November of '11.

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1 MR. GARFINKEL: All right. Let me go ahead  
2 and -- Mr. Golshani was able to find this. This is  
3 going to be Exhibit Number 19. This is new.

4 MR. SHAPIRO: You haven't produced this yet?

5 MR. GARFINKLE: Nope. Haven't produced it  
6 because it just came in. Kind of like you guys dumping  
7 stuff on us at 5:30 last night.

8 MR. SHAPIRO: None of which is being used  
9 today.

10 MR. GARFINKLE: That's the way it works  
11 sometimes. I was unable to produce it yesterday, so  
12 there you go.

13 (Exhibit 19 marked  
14 for identification.)

15 BY MR. GARFINKLE:

16 Q. Do you recognize this e-mail?

17 A. Yes.

18 Q. Tell me what it is.

19 A. Well, this is my forwarding to you an e-mail  
20 that I had originally sent to Ben and Shawn on November  
21 10 of 2011.

22 Q. And this appears to be your draft number 2  
23 which we marked as Exhibit 18?

24 A. Yes.

25 Q. So Mr. Golshani sent you something, a fax,



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1 you then took it, you reworked it, correct?

2 A. Yes.

3 Q. And then you sent it out to Mr. Bidsal and  
4 Mr. Golshani?

5 A. Yes.

6 Q. And it says, "I will insert into the OPAG if  
7 these terms are acceptable to you." Then it says,  
8 "Question, do you me want to keep the provisions for a  
9 buyout upon the death of a member?" Do you recall  
10 hearing that from Mr. Bidsal and Mr. Golshani with  
11 respect to the draft?

12 A. I'm sorry, I don't.

13 Q. Do you have a recollection of going over this  
14 draft number 2 with Mr. Bidsal with respect to how it  
15 operated?

16 A. No.

17 Q. What about Mr. Golshani?

18 A. No.

19 MR. GARFINKLE: Why don't we go ahead and  
20 review what's going to be marked as Exhibit 20. And  
21 this is Bates number 362 through 389.

22 (Exhibit 20 marked  
23 for identification.)

24 BY MR. GARFINKLE:

25 Q. Mr. Le Grand, I'll represent that this is a

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1 document that you produced in this litigation, and it  
2 appears to just sort of be a draft document. And I  
3 want you to take a look at document Bates number ending  
4 in 371.

5 A. Yes.

6 Q. Do you see that?

7 A. Yeah.

8 Q. And this document appears to incorporate the  
9 document that you drafted with respect to the Dutch  
10 Auction provision, which is part of November 10th,  
11 2011?

12 A. Yes.

13 Q. Okay. Now, take a look at -- am I correct  
14 about that?

15 A. Yes.

16 Q. So basically what you did was you took draft  
17 number 2, and then you incorporated it into this draft  
18 that's now Exhibit Number 20, correct?

19 A. Yes.

20 Q. All right. And looking at this, it looks  
21 like -- I mean, it looks like there might be a few  
22 little revisions.

23 Take a look at Exhibit 20, Bates number 372,  
24 and compare that with Exhibit Number 19 draft number 2,  
25 the second page. Do you see where it talks about the

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1 specific intent of this provision?

2 A. Yeah.

3 Q. Okay. Now, it looks like if you take a look,  
4 if you compare them, it looks like on the draft you  
5 prepared on Exhibit Number 20, it looks like it says,  
6 "The specific intent of this provision is that once the  
7 offering member presented his or her -- or its offer to  
8 the remaining members," it looks like you put a comma  
9 in there, right?

10 A. Yes.

11 Q. Then it says, "The remaining member shall  
12 either sell or buy at the same offered price," and then  
13 it has parenthetically, "or FMV if appraisal is  
14 invoked," close paren, and then "according to the  
15 procedures set forth in section 4." Do you see that?

16 A. Yes.

17 Q. Do you have a recollection of revising this  
18 draft number 2 further?

19 A. No.

20 Q. You don't have any idea?

21 A. As I sit here today, Lou, I have no  
22 recollection.

23 Q. All right. But it would be fair to say,  
24 though, that Exhibit Number 20 is a document that you  
25 prepared?

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1 A. Yes.

2 Q. And if you look through it, you will see that  
3 it looks like it's been sort of redlined to some  
4 degree, correct?

5 A. Yes.

6 Q. All right. And this would be redlines that  
7 you made?

8 A. Yes.

9 Q. Now, I just wanted to have you compare this  
10 with Exhibit Number -- take a look at Exhibit Number 7.  
11 Sorry to jump around here. I believe I showed this to  
12 you before. I'm mistaken. Bear with me one second. I  
13 apologize, Dave.

14 Take a look at Exhibit Number 11. Exhibit  
15 Number 11 is Bates number 199 starts, and it's through  
16 256. But I think this was the first Dutch Auction  
17 provision, and take a look at DL 11.

18 MR. SHAPIRO: DL 11?

19 MR. GARFINKLE: 211. I apologize. It's the  
20 section 7.1.

21 BY MR. GARFINKLE:

22 Q. Do you see the bottom of section 7.1, the  
23 last few sentences?

24 A. Yeah.

25 Q. Where it says, quote, "The specific intent of

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1 this provision is that the offering member shall be  
2 obligated to either sell his or its member's interests  
3 to the remaining member, or purchase the membership  
4 interests of the remaining member based upon fair  
5 market value of the company's assets." Do you see  
6 that?

7 A. Yeah.

8 Q. It looks like some of the language that you  
9 originally drafted in section 211 -- I'm sorry, in  
10 section 7.1, made its way into the final version of the  
11 Dutch Auction that's part of Exhibit 20; am I correct?

12 A. Some of the language from Exhibit 11 is  
13 present in Exhibit 20.

14 Q. And the whole issue about the specific  
15 intent, it's language that you drafted?

16 A. Yes.

17 Q. At least in your mind, what was the specific  
18 intent of the Dutch Auction, of the provision that's in  
19 this agreement?

20 A. That a member could make an offer to buy or  
21 sell at a price, and the other member would have the  
22 right to buy or sell at that price.

23 Q. And the offerer was obligated to sell it at  
24 that price if it was accepted?

25 A. Yes.

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1 MR. GARFINKLE: I'm going to mark this as 21.

2 (Exhibit 21 marked  
3 for identification.)

4 MR. GARFINKLE: Jim, I apologize, it's Bates  
5 number 352 through 353.

6 BY MR. GARFINKLE:

7 Q. Do you recognize this?

8 A. Yes.

9 Q. It's an invoice that you proposed?

10 A. Yes.

11 Q. And it references communications that you had  
12 regarding the operating agreement and the buy-sell  
13 provision, and modifications, things like that?

14 A. Yes, it does.

15 Q. And do you recall as you sit here today, the  
16 specifics about these entries?

17 A. Other than we have already discussed, no.

18 Q. Okay. I see that there's an entry of  
19 2/12/11?

20 A. 12/2.

21 Q. 12/2/11, regarding the GVC operating  
22 agreement, questions and modifications. Do you have  
23 any recollection as you sit here today about what those  
24 were for?

25 A. No.

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1 MR. GARFINKLE: Let's take a look at what  
2 I'll have marked as Exhibit Number 22. It's Bates  
3 number 351.

4 (Exhibit 22 marked  
5 for identification.)

6 BY MR. GARFINKLE:

7 Q. It says, "Shawn, did you ever finish the  
8 revisions? Ben really wants to get this finished." Do  
9 you have any recollection what this refers to, the  
10 revisions?

11 A. Just that Shawn had a couple of comments,  
12 edits that he said he was going to do.

13 Q. Do you recall what they specifically were?

14 A. No.

15 Q. It says, "Ben really wants to get this  
16 finished." Do you have any recollection of why he  
17 wanted to get this finished?

18 A. The deal had been closed for a couple of  
19 months at this point and we were still trying to finish  
20 the operating agreement. Year end was coming, and Ben  
21 just wanted to have things tidied up and done.

22 Q. Did he mention anything to you that he had  
23 invested about 2.8 million dollars in this project and  
24 he was concerned that he didn't have an operating  
25 agreement?

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1 MR. SHAPIRO: Object to the form of the  
2 question.

3 BY MR. GARFINKLE:

4 Q. Do you remember him saying anything to that  
5 effect?

6 A. I remember several conversations with Ben to  
7 such effect. You know, it was time to get this done.

8 MR. GARFINKEL: All right. Let's go ahead  
9 and mark the next in order, and it's Bates number 446  
10 through 473. This is Exhibit Number 23.

11 (Exhibit 23 marked  
12 for identification.)

13 BY MR. GARFINKLE:

14 Q. Tell me if you recognize this.

15 A. I do.

16 Q. What is it?

17 A. It is operating agreement for Green Valley  
18 Commerce, LLC.

19 Q. And it appears to be executed, correct?

20 A. Yes, it does.

21 Q. And you produced this. Do you recall the  
22 circumstances under which you received this?

23 A. No. Probably by scan and e-mail, but it's  
24 possible Shawn gave it to me or somebody mailed it to  
25 me. It's possible.

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1 Q. Is it your understanding that there were  
2 revisions made between the last draft that you sent and  
3 the final draft?

4 A. Honestly, today, I don't recall.

5 Q. Take a look at Bates number 455 through 456.  
6 Does that appear to be the Dutch Auction provision that  
7 you had prepared that was incorporated into the  
8 agreement?

9 A. Well, it's certainly similar, without going  
10 line-by-line. I can't tell you, but it's certainly  
11 similar.

12 Q. Do you have any recollection of sitting down  
13 with Mr. Bidsal and going through this provision with  
14 him?

15 A. No.

16 Q. What about Mr. Golshani?

17 A. No, I don't recall.

18 Q. And as you sit here today, do you have any  
19 recollection of Mr. Bidsal objecting to this provision?

20 A. No.

21 Q. What about Mr. Golshani?

22 A. No.

23 MR. GARFINKLE: Take a look at what I'm going  
24 to have marked now as Exhibit Number 24. This is Bates  
25 number -- you know what, I have a new one for you, Jim.

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1 This was actually not part of his production.

2 MR. SHAPIRO: So this has not been produced  
3 prior to today?

4 MR. GARFINKLE: Well, it was produced prior  
5 to today, but do you see how it says CLA 29 on it?

6 MR. SHAPIRO: Uh-huh.

7 MR. GARFINKEL: So it was produced prior to  
8 today, but it's just it was not part of his production.

9 (Exhibit 24 marked  
10 for identification.)

11 BY MR. GARFINKLE:

12 Q. Did you ever see Exhibit Number 24?

13 A. Yes.

14 Q. How did you see it?

15 A. I helped prepare this.

16 Q. And this is the final version?

17 A. I think so. I think this is executed. Got  
18 initials on it.

19 Q. So you obviously -- you worked on both the  
20 Green Valley and the Country Club operating agreement,  
21 correct?

22 A. Yes.

23 Q. Okay. And was it your understanding that the  
24 agreements were going to mirror each other? In other  
25 words, they were going to be identical?

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1 A. Well, they wouldn't be identical, but they  
2 were to -- they were to be substantially the same, yes.

3 Q. When you say not identical, meaning it  
4 references Country Club and the amount of the capital  
5 contributions would be different, et cetera; am I  
6 right?

7 A. Yeah, different property, different capital.

8 Q. But other than that, they were going to be  
9 very similar?

10 A. Yes.

11 Q. And again, this particular agreement has the  
12 Dutch Auction provision on Bates numbers 38 and 39.

13 A. Yes.

14 MR. GARFINKLE: Okay. Let me have next  
15 marked as Exhibit number 25.

16 (Exhibit 25 marked  
17 for identification.)

18 BY MR. GARFINKLE:

19 Q. Do you recognize this?

20 A. Yes.

21 Q. It wasn't produced as part of your  
22 production, but you recall seeing this document?

23 A. Yes, I do.

24 Q. Do you recall how you would have received it?

25 A. Mr. Golshani sent it to me.

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1 MR. GARFINKLE: Let's take a look at what I'm  
2 going to have marked as Exhibit Number 26. It's DL 356  
3 and 357.

4 (Exhibit 26 marked  
5 for identification.)

6 THE WITNESS: Yes.

7 BY MR. GARFINKLE:

8 Q. And Exhibit Number 26 is an e-mail that's  
9 dated July 28, 2017, to Ben Golshani, correct?

10 A. Yes.

11 MR. SHAPIRO: I'm sorry, you're talking about  
12 an e-mail?

13 MR. GARFINKLE: What?

14 MR. SHAPIRO: Did you say it references an  
15 e-mail?

16 MR. GARFINKLE: It says via e-mail.

17 MR. SHAPIRO: So this is a letter to David Le  
18 Grand from Ben Golshani, right?

19 MR. GARFINKLE: Yes. You're correct, it's  
20 356 and 357, but it was sent via e-mail.

21 BY MR. GARFINKLE:

22 Q. Do you recognize this?

23 A. Yes.

24 Q. Can you tell me about the circumstances of  
25 how this came about that you sent this letter via

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1 e-mail to Mr. Golshani?

2 A. Ben called me and just asked me to do a  
3 review. There were two issues. One was some adjusting  
4 of capital account that -- I reviewed the tax returns,  
5 tried to figure out what was going on. I didn't  
6 perceive there to be a problem with the way the tax  
7 returns had been prepared relative to impact on capital  
8 accounts. And he asked about the sale process, and I  
9 responded by telling him how I viewed the sale process.

10 Q. Was this done in response to Exhibit Number  
11 25?

12 A. I'm not sure in response to. It was in  
13 response to Ben's request that I review the operating  
14 agreement, and sent him a summary of my understanding.  
15 That's what I did.

16 Q. Okay. Because this seems to focus  
17 specifically on the appraisal process, correct?

18 A. It speaks for itself.

19 Q. Okay. All right, anything else you can  
20 recall about your conversation?

21 A. It was a fairly short conversation. Probably  
22 ten minutes or less. And then Ben sent me the tax  
23 returns. I looked that over to see if there was an  
24 issue there. And then he had asked for a summary, so I  
25 gave him a summary.

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1 MR. GARFINKLE: I'm going to mark this as  
2 Exhibit Number 27. It's Bates number 358.

3 (Exhibit 27 marked  
4 for identification.)

5 BY MR. GARFINKLE:

6 Q. Do you recall seeing this?

7 A. Yes.

8 Q. How did you receive this?

9 A. Ben sent it to me.

10 Q. Did Mr. Golshani talk to you about this  
11 before it was sent?

12 A. Yes.

13 Q. What do you recall?

14 A. He just asked that I look over the letter and  
15 make sure he had, you know, the language to respond  
16 appropriately to the offer from Shawn that was back in  
17 I think this July 7th.

18 Q. Do you recall talking to him about this? Who  
19 drafted this? Ben?

20 A. I think it was collaborative.

21 Q. When you say "collaborative," between who,  
22 you and him?

23 A. Me and Ben.

24 Q. When you say it was collaborative, it was  
25 your understanding or your belief that under the terms

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1 of the buy-sell provision, Mr. Golshani or CLA could  
2 basically say I'm buying it at that price, correct?

3 A. Yes.

4 Q. And this was consistent with your  
5 understanding of the Dutch Auction provision; am I  
6 right?

7 A. Yes.

8 MR. GARFINKLE: Take a look at what I'm going  
9 to have marked as number 28.

10 (Exhibit 28 marked  
11 for identification.)

12 BY MR. GARFINKLE:

13 Q. Tell me if you recognize this.

14 A. Yes, I recognize this.

15 Q. How do you recognize this?

16 A. I'm not sure. In all the correspondence over  
17 the last nine months, I definitely saw this. But I  
18 don't remember exactly when I first saw it, sorry to  
19 say.

20 MR. GARFINKEL: Let's take a look at Exhibit  
21 Number 29, which is Bates numbers 354 through 355.

22 (Exhibit 29 marked  
23 for identification.)

24 BY MR. GARFINKLE:

25 Q. Do you recognize this?

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1 A. Yes.

2 Q. How do you recognize this?

3 A. This is a letter that I drafted to  
4 Mr. Shapiro in July of '17.

5 Q. Let me ask you something --

6 A. But I don't believe this was ever sent.

7 Q. Let me ask you something. It says, "Dear  
8 Jim, Please be advised that I reviewed your  
9 correspondence to Ben Golshani from CLA Properties with  
10 respect to the nomination of appraisers by Mr. Bidsal."  
11 Do you see that?

12 A. Yes.

13 Q. Take a look at Exhibit Number 28. Is that  
14 the letter you're referring to?

15 A. Yes.

16 Q. So even though this says July 28th, 2017, was  
17 it your recollection this would have been drafted in  
18 response to Exhibit Number 28, and thus the July 28th,  
19 2017, date is --

20 A. Yes.

21 Q. -- wrong?

22 A. Probably.

23 Q. Okay. Is it possible that you just had a  
24 letter and it just remained on there; is that possible  
25 without changing the date?

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1 A. Yes.

2 Q. Tell me, how did this letter come about?  
3 What prompted you to prepare this letter?

4 A. Well, I prepared the letter at Ben's request,  
5 because we were hopeful that my communication with  
6 Mr. Shapiro might put us on a different track.  
7 However, after consideration, I believe I did not send  
8 this letter.

9 Q. Do you have a recollection of why you didn't  
10 send it?

11 A. Well, I had originally represented Green  
12 Valley, which had Ben as the majority capital source  
13 and Shawn as his partner. And as I evaluated this  
14 situation, it began to appear that this was going to be  
15 adversarial. So I'm not sure I have an actual conflict  
16 in this context, but -- and I haven't represented Green  
17 Valley for years, haven't done any work with Mr. Bidsal  
18 for couple of years now that -- I think it's a couple  
19 of years. And I just felt that I should not try to  
20 take sides, one partner against another.

21 Again, I'm not an ethicist, but as this  
22 became more adversarial -- we seemed to be going down a  
23 more adversarial track. I just decided the better part  
24 of discretion is to not further engage.

25 Q. Let me ask you something, in this letter, you

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1 basically provide Mr. Shapiro with your understanding  
2 and interpretation of the Dutch Auction provision in  
3 the operating agreement, correct?

4 A. Yeah.

5 Q. Regardless of whether or not you sent the  
6 letter, I mean, do you believe that what you wrote in  
7 here is true?

8 A. Yes.

9 Q. I mean, it's consistent with what your  
10 understanding was of the operating agreement and the  
11 Dutch Auction provision, correct?

12 A. I believe it to be correct.

13 Q. All right. And would it be fair to say that  
14 under the terms of section 4, Mr. Bidsal did not have  
15 the right to request an appraisal, correct?

16 A. That's my interpretation. Obviously, minds  
17 are differing on this subject.

18 Q. Well, let me ask you, you were involved in  
19 the drafting of the agreement, correct?

20 A. Yes.

21 Q. And you participated in all of the  
22 communications with Mr. Bidsal and Mr. Golshani,  
23 correct?

24 A. No.

25 Q. Well, I mean --

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1           A.     There was lots of communication I was never  
2 involved in.

3           Q.     But you were on the phone with them together,  
4 correct?

5           A.     Well, sometimes, yes.

6           Q.     And it's your understanding, and this was  
7 conveyed to them, what the purpose was of the Dutch  
8 Auction, correct?

9           A.     Clearly. We -- the record speaks for itself.

10          Q.     Okay. And in your estimation this was the  
11 correct interpretation of that provision; am I right?

12                 MR. SHAPIRO: I'm going to object to the  
13 question. It calls for a legal conclusion. He's not  
14 been identified as an expert.

15 BY MR. GARFINKLE:

16          Q.     But you were the scrivener of this document,  
17 correct?

18          A.     Yes.

19                 MR. SHAPIRO: Same objection.

20          A.     Which document?

21 BY MR. GARFINKLE:

22          Q.     Exhibit Number 29.

23          A.     Yes.

24          Q.     Any reason to doubt the conclusion reached in  
25 this document?

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1 MR. SHAPIRO: Same objection.

2 A. I haven't seen the pleadings in this case. I  
3 understand this is the core of the dispute in this case  
4 right now, so obviously minds differ, and  
5 interpretations vary.

6 BY MR. GARFINKLE:

7 Q. But this is your interpretation of it,  
8 correct?

9 MR. SHAPIRO: Same objection.

10 THE WITNESS: Am I supposed to answer?

11 BY MR. GARFINKLE:

12 Q. Yes, you can answer.

13 A. This letter accurately sets forth my  
14 perspective of the GVC operating agreement.

15 MR. GARFINKLE: Why don't we take a few  
16 minutes break.

17 (Whereupon, a recess was taken.)

18 MR. GARFINKLE: All right. Let's mark this  
19 as Exhibit Number 30, it's Bidsal 123.

20 (Exhibit 30 marked  
21 for identification.)

22 BY MR. GARFINKLE:

23 Q. Take a look at what's been marked as Exhibit  
24 number 30.

25 A. Yeah.

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1 Q. Do you recognize this?

2 A. Yes.

3 Q. Do you have any recollection of this e-mail?

4 A. I do.

5 Q. Okay. Second paragraph, it says -- well,  
6 basically it says Shawn and Ben are reviewing the --  
7 let me ask you this, let me back up.

8 Do you specifically recall being contacted in  
9 2013 to work on the Mission Square operating agreement?

10 A. In general, yes. I couldn't tell you the day  
11 Ben called me or the content of the call, but yeah. So  
12 I wrote this e-mail.

13 Q. Okay. Taking a look at it, it says, "Shawn  
14 and Ben, in reviewing the operating agreement for  
15 Mission Square following Ben's call, I focused on the  
16 Member Interest Section."

17 When you reference Ben's call, do you have a  
18 specific recollection of what Ben's call was about?

19 A. Yeah, it was about this operating agreement.

20 Q. It says, "First, there's no process for  
21 determining FMV upon a triggering event. I can propose  
22 language, but I suggest we have a phone conference to  
23 discuss. The section reference is blank. Second,  
24 there's no right of first refusal, just a section  
25 heading that states 'Right of first refusal.'" Do you

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1 recall what this was?

2 A. I think it speaks for itself, but clearly I  
3 was looking at documents that had blanks in them.

4 Q. When you say "the triggering event," what are  
5 you referring to?

6 A. Well, I would have to turn to that operating  
7 agreement, but typically a triggering event would be to  
8 a death, a disability, sometimes bankruptcy, sometimes,  
9 you know, I mean there can be any number of triggering  
10 events, but those are the common list.

11 Q. Do you have a recollection of this pertaining  
12 to section 4 in the Dutch Auction provision?

13 A. I'm sorry, I don't have a specific -- that  
14 specific of a recollection.

15 Q. All right. Then it mentions that this should  
16 be fixed in the GVC operating agreement as well, right?

17 A. Right.

18 Q. Take a look at Exhibit Number 23, which is  
19 the executed agreement for Green Valley Commerce.

20 A. Okay.

21 Q. Take a look at article number 5, member  
22 interests. In looking at that, does that refresh your  
23 memory what this refers to?

24 A. I'm sorry, no.

25 MR. GARFINKLE: All right. Let's go ahead

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1 and mark this as Exhibit Number 31.

2 (Exhibit 31 marked  
3 for identification.)

4 BY MR. GARFINKLE:

5 Q. Do you recognize this e-mail?

6 A. Yes.

7 Q. Okay. It says -- looks like on May 19th, it  
8 says, "Take a look at the revised article 5, please. I  
9 can make the same changes to conform GVC if you agree."  
10 I don't see any kind of attachment to this.  
11 Do you recall what changes you were making?

12 A. No.

13 MR. GARFINKLE: Let's take a look at what I'm  
14 going to mark as Exhibit Number 32.

15 (Exhibit 32 marked  
16 for identification.)

17 BY MR. GARFINKLE:

18 Q. Do you recognize this?

19 A. Yes.

20 Q. And it talks about, "Thanks Ben. I was  
21 working on another OPAG for another client with the  
22 same issues, so I cut in the language to assist your  
23 discussions." As you sit here today, do you recall  
24 what you were specifically talking about?

25 A. No.

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1 (Exhibit 33 marked  
2 for identification.)

3 BY MR. GARFINKLE:

4 Q. Take a look at Exhibit Number 33. Exhibit 33  
5 is an e-mail dated June 5th, 2013. And it says,  
6 "Gents: Attached please find invoice. Also, please  
7 note that I have had no response from you with respect  
8 to the draft and the completion of buy-sell language in  
9 Mission Square and GVC." Did I read that correctly?

10 A. Yes.

11 Q. It appears there was an invoice that was  
12 attached, but it's not attached to this document that  
13 was produced.

14 Does this refresh your memory with respect to  
15 what you were working on with respect to the Mission  
16 Square and the buy-sell language?

17 A. Not in particular. Clearly we were still  
18 working with the buy-sell language, but that's all I  
19 can say.

20 MR. GARFINKEL: All right. Let's go ahead  
21 and take a look at Exhibit Number -- what I'm going to  
22 mark as 34.

23 (Exhibit 34 marked  
24 for identification.)

25 MR. SHAPIRO: No Bates stamp?

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1 MR. GARFINKLE: I'm trying to think where  
2 this came from.

3 You know where it came from? You attached  
4 this to your brief in the arbitration and you never  
5 Bates stamped it.

6 MR. SHAPIRO: Okay.

7 MR. GARFINKLE: Now, you may have produced it  
8 subsequently, but I pulled this before your production,  
9 and this is a document you produced.

10 Do you remember it now?

11 MR. SHAPIRO: I'm trying to make sure, but  
12 yes, I think so.

13 MR. GARFINKLE: I mean, it had to do with  
14 your ambiguity section and that it should be construed  
15 against CLA.

16 MR. SHAPIRO: Okay.

17 BY MR. GARFINKLE:

18 Q. All right, take a look at what's been marked  
19 as Exhibit 34.

20 MR. SHAPIRO: So, Louis, just so you know,  
21 this appears to be Bates Bidsal 127 through 182 --  
22 excuse me, 184.

23 MR. GARFINKLE: Yeah, it wouldn't surprise  
24 me. It's just that, Jim, I think that I prepared for  
25 the deposition last week before your production.

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1 MR. SHAPIRO: Oh, this was produced --  
2 anyway, okay, that's fine. I hear what you're saying.  
3 That's fine.

4 MR. GARFINKLE: Yeah. You produced it.

5 MR. SHAPIRO: I have a Bates stamp copy of  
6 what I think it is. I don't know if you want to use  
7 that or not.

8 MR. GARFINKLE: You know what, I have it  
9 marked already as 34, so I don't have a problem.

10 MR. SHAPIRO: Okay.

11 BY MR. GARFINKLE:

12 Q. It says, "Ben and Shawn: Attached please  
13 find a new OPAG from Mission Square. Apparently, there  
14 was a little confusion about which GVC OPAG I was to  
15 use as a base document. This revised version is based  
16 on the GVC OPAG that has Ben's language on buy-sell."

17 It says, "I am attaching the document as  
18 well, just for clarity." And it says, "Of course,  
19 there is no additional fees," et cetera.

20 It says, "This revised version is based on  
21 the GVC OPAG that has Ben's language on the buy-sell."  
22 Do you recall what you were referring to?

23 A. Well, yes, it's the Dutch Auction language  
24 that for which Ben was the proponent.

25 Q. I mean, are you referring to the fax that he

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1 sent you?

2 A. Well, I'm just generically referring to the  
3 language that we have discussed extensively this  
4 morning.

5 Q. Generically referring to it as his language,  
6 correct?

7 A. Yes.

8 Q. And take a look at what you've attached as  
9 exhibits. The first document, when I say exhibits, I  
10 apologize, attachments to Exhibit 34.

11 A. Okay.

12 Q. If you look at it, and correct me if I'm  
13 wrong, it looks like you went ahead and you redlined  
14 the Mission Square operating agreement.

15 A. Yeah. This is clearly a redline.

16 Q. And if you take a look at page 10 of the  
17 operating agreement, that is -- page 10 and 11, that is  
18 actually section 4, which is the Dutch Auction,  
19 correct?

20 A. Yes.

21 Q. And would it be fair to say that what you did  
22 is you took the language --

23 MR. SHAPIRO: Objection. Leading.

24 BY MR. GARFINKLE:

25 Q. Tell me, where did you get this language from

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1 that you've inserted in here?

2 A. I got it from the GVC draft operating  
3 agreement that predated this.

4 Q. And this is the language that you put in  
5 there, correct?

6 A. Yes, it is.

7 Q. Did you ever see the final version of the  
8 Mission Square operating agreement?

9 A. I think so.

10 MR. GARFINKLE: Let's just go ahead and show  
11 it to you so you can identify it.

12 (Exhibit 35 marked  
13 for identification.)

14 BY MR. GARFINKLE:

15 Q. This is Exhibit 35. Tell me if you recognize  
16 that. You didn't produce it as part of your  
17 production.

18 A. Well, it appears to be a signed version of  
19 the operating agreement for Mission Square. This one  
20 actually has member capital contributions to it.

21 Q. Do you have a recollection of you preparing  
22 this final operating agreement?

23 A. Not really. I mean, I'm sure I did, but I  
24 can't say I really remember it.

25 Q. Take a look at page 29 and -- I'm sorry.

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1 Bates number 68 and 69.

2 A. Yeah. Same language we have been discussing  
3 all morning.

4 Q. Let me show you, there is another change on  
5 page -- do you see after it says section 2 purchase or  
6 sell procedure, it says, "After the determination of  
7 FMV"?

8 A. Yeah.

9 Q. That language doesn't appear in the first  
10 operating agreement. Were you involved in that  
11 drafting?

12 A. I have no recollection, sorry.

13 Q. Do you have any recollection of any other  
14 changes being made, that you made to this operating  
15 agreement from the original draft of section 4 for the  
16 Green Valley operating agreement?

17 I referenced an e-mail before about a change,  
18 but I don't see any.

19 A. Yeah, I -- I don't have any recollection, and  
20 I'm not a hundred percent sure that this -- let me put  
21 it this way, these gentlemen could have changed this  
22 without my having any knowledge.

23 Q. Why do you say that?

24 A. Because I send them the drafts and they go --  
25 they worked, you know, back and forth. So something

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1 may have gotten changed and I wouldn't even know it.

2 Q. And you haven't compared the two very  
3 closely?

4 A. No.

5 MR. GARFINKLE: Let's go ahead and mark this  
6 as Exhibit Number 36.

7 (Exhibit 36 marked  
8 for identification.)

9 MR. SHAPIRO: This is 36, right?

10 MR. GARFINKLE: Hold on. Yes, 36.

11 BY MR. GARFINKLE:

12 Q. Do you recognize this?

13 A. Yes.

14 Q. Do you recall how you received it?

15 A. Ben Golshani sent it to me.

16 Q. This is the offer to purchase for Mission  
17 Square, as opposed to Green Valley, correct?

18 A. Yes.

19 MR. GARFINKLE: All right, here's number 37.

20 (Exhibit 37 marked  
21 for identification.)

22 BY MR. GARFINKLE:

23 Q. Do you recognize that?

24 A. Yes.

25 Q. How did you receive it?

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1           A.     Ben sent this to me.

2                   MR. GARFINKLE:   Let's go ahead and let's look  
3 at number 38.

4                               (Exhibit 38 marked  
5                               for identification.)

6 BY MR. GARFINKLE:

7           Q.     Do you recognize that?

8           A.     Yes.

9           Q.     Would it be fair to say that these letters  
10 are very similar to the ones that were sent for Green  
11 Valley, correct?

12          A.     Yes.

13          Q.     In other words, there was an offer to  
14 purchase by Mr. Bidsal. Then there was CLA's response  
15 to purchase at the offer price, correct?

16          A.     Yes.

17          Q.     And then an invocation of an appraisal; am I  
18 right?

19          A.     Yeah.

20          Q.     Based upon your involvement in the  
21 preparation of the Green Valley operating agreement and  
22 discussions with the parties, is it your belief that  
23 Mr. Bidsal did not have the -- he did not have the  
24 right to invoke the appraisal process when CLA agreed  
25 to purchase the property at the offer price, correct?

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1 MR. SHAPIRO: Object. Calls for a legal  
2 conclusion. He has not been identified as an expert  
3 witness.

4 BY MR. GARFINKLE:

5 Q. You can answer the question.

6 MR. SHAPIRO: Same objections.

7 A. It was and is my interpretation that once one  
8 of the members of GVC made an offer, the other member  
9 had a right to either buy or sell at that price.

10 BY MR. GARFINKLE:

11 Q. Under the terms of the Green Valley operating  
12 agreement, who has the right to invoke the appraisal  
13 process?

14 MR. SHAPIRO: Same objection.

15 MR. GARFINKLE: I'm going to withdraw that  
16 question. That's fine.

17 MR. GARFINKLE: Ben, let's take a few  
18 minutes. I may be done here.

19 (Whereupon, a recess was taken.)

20 MR. GARFINKLE: I'm done.

21 EXAMINATION

22 BY MR. SHAPIRO:

23 Q. So Mr. Le Grand, I'm Jim Shapiro. I tried to  
24 write notes as he's gone through. We are going to  
25 cover a lot of the same ground, but I'm going to start

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1 off and kind of go with my train of thought and I'll  
2 try not to double up too much.

3 In your practice as an attorney, do you do  
4 any litigation or are you strictly transactional?

5 A. I am strictly transactional.

6 Q. In your prior depositions -- you had some  
7 depositions taken before. Is that in your position as  
8 a transactional attorney?

9 A. I've been an expert in some cases, I've been  
10 sued twice in my life, and I've been deposed in those  
11 cases.

12 Q. All right. I'm going to hand you -- well,  
13 I'm going to go back and I've got all of the documents  
14 that were Bates stamped DL 1 through 615. You had a  
15 chance to look at these earlier?

16 A. Yeah.

17 Q. To the best of your recollection and  
18 knowledge as you sit here today, is that all of the  
19 documents that you have in your possession and control  
20 responsive to the subpoena?

21 A. There have been a few documents, as I have  
22 observed already, that I failed to locate.

23 Q. Here's my question. Are you aware of  
24 anything that you gave to Mr. Louis Garfinkel that was  
25 not contained in the Bates stamped documents?

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1 A. I don't think so.

2 Q. Okay.

3 A. Yeah, I don't think so.

4 Q. To your knowledge, everything that you gave  
5 to him shows up in 615 pages of documents that he  
6 produced?

7 A. Yes.

8 Q. All right. In preparing for your deposition  
9 today, did you do anything to prepare?

10 A. Took a shower.

11 Q. That's okay. Thank you, by the way. That's  
12 always appreciated.

13 A. Put on some fresh clothes.

14 Q. Anything else?

15 A. Not really.

16 Q. Did you have any conversation with  
17 Mr. Garfinkel about your deposition?

18 A. Yes, several.

19 Q. Tell me about those conversations.

20 A. Primarily the initial conversations focused  
21 on timing. Lou would call, let me know, you know, we  
22 have got the arb. Apparently, there's both an  
23 arbitration and a court case, and you call and let me  
24 know that, you know, things aren't looking like it's  
25 going to resolve, and we are going to need to take your

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1 deposition. I'm like, fine, you know.

2 When -- we went through one meeting, as  
3 Mr. Garfinkel referenced, we met at my office. We went  
4 over a whole bunch of stacks of paper as I was trying  
5 to be accommodating, you know, and print out the  
6 attachments to e-mails that apparently had not gone  
7 through, and I saved them. I think that's most of our  
8 conversation.

9 Q. Okay. It seems that you're aware that the  
10 arbitration and the lawsuit both kind of center around  
11 this language in section 4 of the operating agreement;  
12 is that accurate?

13 A. Yes.

14 Q. Did you have any discussions with  
15 Mr. Garfinkel about section 4 of the operating  
16 agreements and how it should be interpreted or how you  
17 interpreted it?

18 A. Yes, especially when he looked at the draft  
19 of the letter that I prepared to go to you, and you  
20 know, he asked basically the same question he asked me  
21 today, is this your interpretation. My answer was yes.

22 Q. The meeting at your office, how long did that  
23 meeting last?

24 A. I'm not sure. Might have been half hour,  
25 forty minutes. It was not hours.

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1 Q. Have you ever had any disciplinary actions  
2 initiated against you in either Ohio or Nevada?

3 A. No.

4 Q. Did you ever represent Michael Jackson?

5 A. Yes.

6 Q. How long did you represent him?

7 A. Well, the initial extended period was about  
8 two years. And then I was re-engaged as part of the  
9 defense team in the criminal prosecution in Santa  
10 Barbara, and that went on for as long as that criminal  
11 case went on, which I think is about a year, but I'm  
12 not a hundred percent sure.

13 Q. How would you describe your relationship --  
14 I'm going to use different time periods.

15 In 2011, how would you describe your  
16 relationship with Ben Golshani?

17 A. I barely knew Ben.

18 Q. How would you describe your relationship with  
19 Shawn in 2011?

20 A. Cordial, professional. We had a lot going  
21 on, so I spent a lot of time talking and dealing with  
22 Shawn.

23 Q. Okay. You mentioned a couple of times that  
24 there was a lot going on with Shawn.

25 A. Yeah.

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1 Q. Of all of the different things you were doing  
2 for Shawn in 2011, what percentage of your work dealt  
3 with the creation of the Green Valley operating  
4 agreement?

5 A. That's hard to say. In terms of total time I  
6 expended on matters relating to Bidsal, had to have  
7 been less than 10 percent, 10 or 15, something in that  
8 range. It wasn't 25 or 30. I spent more time on the  
9 DIL and Chris Childs and American Nevada. That took a  
10 lot of time.

11 Q. And the DIL actually was related to Green  
12 Valley, it just wasn't related to the operating  
13 agreement, correct?

14 A. Right. I mean, they are tangential elements.  
15 The actual final cash numbers needed were in part based  
16 on getting the DIL done.

17 Q. The DIL being deed in lieu?

18 A. Deed in lieu of foreclosure, yes. Sorry.

19 Q. Did your relationship with Ben change from  
20 hardly knowing him in 2011 through subsequent years?

21 A. Yes.

22 Q. Explain.

23 A. I ended up representing CLA Properties on  
24 some other real estate matters.

25 Q. When was that, what years?

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1 A. I'm not sure. I mean, '14, '15, '16, '17.

2 Q. Are you still representing CLA Properties?

3 A. Yeah. There aren't any current matters.

4 Q. When was the last time you represented CLA  
5 Properties?

6 A. When I was going over and reviewing and  
7 sending Ben the summary. That was the last.

8 Q. So late July, early August?

9 A. Yeah.

10 Q. Okay. Did you get paid for that work?

11 A. I think so.

12 Q. Have you talked to Rodney Lewin about either  
13 the arbitration or the lawsuit?

14 A. I don't believe so. He might have been on --  
15 I don't believe so. There might have been a phone call  
16 where Lou and Rod called me jointly, but I'm not sure.  
17 I don't know him. I've never met him face-to-face.

18 Q. Did you speak to Ben about your deposition  
19 here today?

20 A. No.

21 Q. When was the last time you spoke to Ben  
22 outside of seeing him here today?

23 A. I'm not sure. Months. Months ago.

24 Q. Did Mr. Lewin give you any instructions about  
25 what they wanted to get out or what they anticipated

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1 from the deposition -- not Mr. Lewin, Mr. Garfinkel.

2 A. Just that he believed my testimony could be  
3 significant, since I was the scrivener of these  
4 documents.

5 Q. Okay. Have you spoken to, or have any  
6 interactions with Stephen Haberfeld, Judge Haberfeld?

7 A. No.

8 Q. Have you ever met him?

9 A. No.

10 Q. Have you reviewed any of the briefs or  
11 motions that have been filed in either the arbitration  
12 or the lawsuit?

13 A. No.

14 Q. I'm going to hand you a binder that has your  
15 production in it. We may refer to some of the  
16 exhibits, but I think it's going to be easier if we  
17 just flip through what you produced and I'll identify  
18 it by Bates number as we go along.

19 Did you have anything to do with the initial  
20 formulation of Green Valley Commerce?

21 A. I don't think so.

22 Q. Was your first involvement with Green Valley  
23 Commerce the DIL and/or the operating agreement?

24 A. I think that is correct.

25 Q. To your knowledge, did you prepare any

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1 documents relating to the formation or operation of  
2 Green Valley Commerce, other than the operating  
3 agreement?

4 A. Well, I prepared a couple of subscription  
5 agreements. I reviewed leases, DIL, estoppels.

6 Q. Well, try to limit it to the formation --  
7 well, the operation. I see where you're going. Okay.

8 Do you know if the subscription agreements  
9 were ever signed?

10 A. I don't.

11 Q. Did you have anything to do with the filing  
12 of the Articles of Organization for Green Valley  
13 Commerce?

14 A. I don't know. I don't remember.

15 Q. I'll direct your attention to DL 361; which  
16 is a copy of the Articles of Organization.

17 A. Yeah.

18 Q. Do you know if you had anything to do -- I  
19 mean, does the handwriting look familiar?

20 A. No.

21 Q. Is there anything on there that indicates you  
22 were involved in it?

23 A. No.

24 Q. And your office didn't request the filing of  
25 the document with the Secretary of State?

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1 A. No.

2 Q. Now, I want to go back to -- it appears that  
3 these documents were compiled in somewhat of a  
4 chronological order.

5 A. Yeah.

6 Q. Is that your understanding?

7 A. "Somewhat" would be the operative phrase.

8 Q. Okay. Did you attempt to give them to  
9 Mr. Garfinkel in a chronological order?

10 A. My e-mails organize in strings, and those  
11 have their own -- each string has its own chronology,  
12 so to speak, but as I was sitting through and  
13 producing, those naturally would be in some sort of  
14 date order.

15 Q. So to some extent, yes, you were attempting  
16 to produce it -- or you produced it in a chronological  
17 order?

18 A. To an extent, yes.

19 Q. Well, I acknowledge that some of these seem  
20 to be random, and I'm going to talk to you about those.

21 Going to DL 2 through 21, which was  
22 previously identified as Exhibit 2, I just want to  
23 confirm that the form of the operating agreement was  
24 not a form that you had originally drafted; is that  
25 correct?

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1 A. I believe that's correct.

2 Q. In fact, looking at DL 2, which is a June 17,  
3 2011 e-mail from you to Shawn, you state, "I had to do  
4 a lot of work to make this OPAG work. In the future, I  
5 would like to show you my OPAGs, but I crammed the  
6 square peg into this one."

7 A. Yes.

8 Q. Did I read that right?

9 A. Yes.

10 Q. What did you mean by "I crammed the square  
11 peg into this one"?

12 A. Well, square peg might not have been the best  
13 metaphor to invoke, but the point is I had to do  
14 extensive modifications to bring this agreement to  
15 where I thought it should be.

16 Q. Okay.

17 A. I mean, it had no -- it lacked tax language,  
18 in particular, for 704B compliance, with differential  
19 allocations, profit and losses not based on capital  
20 account. So that was a major issue.

21 Q. Any other major issues that you can recall?

22 A. I'm sure if we went through it I could point  
23 other things out.

24 Q. Did the original agreement have any buy-sell  
25 language?

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1 A. I don't think so.

2 Q. Okay. As Louis mentioned, there's only  
3 partial part of the operating agreement. I don't know  
4 why that is, but it is what it is.

5 A. Yeah.

6 Q. I apologize for the delay. I'm just skipping  
7 over things that I don't need to cover again.

8 MR. GARFINKLE: I'm sure he appreciates that.  
9 BY MR. SHAPIRO:

10 Q. I draw your attention to DL 32, which is an  
11 e-mail, and my first question is, it appears to me that  
12 from DL 32 to DL 85 is an e-mail with attachments. I  
13 just want you to confirm that that's your understanding  
14 or that that's not your understanding.

15 A. Yes, that is my understanding.

16 Q. So there would have been two documents  
17 attached to this, correct?

18 A. Yes.

19 Q. Now, if you look at DL 32, it shows that  
20 there was a document that was attached called  
21 "OPAGv2red." Do you see that?

22 A. Yes.

23 Q. What does that mean?

24 A. Red means that it has red lines which show  
25 changes from a previous draft.

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1 Q. Okay. What does V2 mean?

2 A. It's version -- I used to use versions as my  
3 mechanism for tracking each generation of a particular  
4 document, which I don't do anymore.

5 Q. But at this time you did?

6 A. Yes.

7 Q. So this would have been the second generation  
8 of that document?

9 A. Yes.

10 Q. Okay. Now, looking at -- there's a clean and  
11 a redline, right?

12 A. Yeah.

13 Q. All right. Looking at DL 42, it does not  
14 appear there's really any buy-sell language in this  
15 version; is that accurate?

16 A. Without reviewing the whole document, I  
17 believe you're correct.

18 Q. Well, let me ask you this, and maybe you can  
19 answer, maybe you can't, but it seems to me that all of  
20 the language dealing with the buy-sell showed up in  
21 article 5, the membership interests.

22 A. Yes.

23 Q. So if there was language on a buy-sell, it  
24 would have been in article 5, right?

25 A. It should have been, yeah.

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1 Q. And looking at DL 42, do you see any buy-sell  
2 language --

3 A. No.

4 Q. -- in article 5? And that was a no,  
5 correct?

6 A. Correct.

7 Q. And then looking at DL 68 and 69, it does not  
8 appear -- there isn't any buy-sell language in there  
9 either, correct?

10 A. Correct. That is correct.

11 Q. Do you know if you made any changes to  
12 article 5 of the form that Shawn initially sent to you?

13 A. No, I don't.

14 Q. You don't recall if you made changes or not  
15 to it?

16 A. No. Sorry.

17 Q. Okay. So all of this language on DL 42 and  
18 43 may have been in the form that Shawn sent to you?

19 A. It's possible.

20 Q. Okay. I'm going to move on to DL 86. Again,  
21 I'm going to confirm that the documents behind it from  
22 DL 87 through 136 were attached to this e-mail?

23 A. I'm not sure of that.

24 Q. Okay.

25 A. The e-mail itself, page 86, does not

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1 reference, nor does it show an emblem, you know, an  
2 image of little Microsoft documents like the other one  
3 did.

4 Q. Right.

5 A. So I'm not sure that that is, in fact.

6 MR. GARFINKLE: And Jim, I'll just represent  
7 that this was the format that I received it in and I  
8 just produced it as it is.

9 MR. SHAPIRO: Okay. All right.

10 MR. GARFINKLE: I will represent I did try to  
11 put it in some kind of chronological order. He did it  
12 to the best of his ability, and then when I produced it  
13 I tried to put it in chronological order. But  
14 everything is -- this is what was behind this e-mail,  
15 as it was produced.

16 BY MR. SHAPIRO:

17 Q. Is there any way to tell, and I'm going to  
18 draw your attention to DL 87, this appears to be the  
19 first page of a draft of the operating agreement of  
20 Green Valley. Is there any way to tell from this  
21 document what version this was?

22 A. No, I don't think so. All I can tell you is  
23 it's an earlier version because I did not have Ben's  
24 name.

25 Q. Okay. Turning your attention to DL 137, this

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1 was previously identified as Exhibit 7. The question  
2 is -- again there's a couple copies of the operating  
3 agreement that are behind it. They go till DL 166.

4 My question to you is, do you know if these  
5 e-mails were attached to the -- excuse me, these  
6 documents were attached to the e-mail?

7 A. I don't know. I could try to research that  
8 for you.

9 Q. Well, looking down on page DL 137, your  
10 e-mail to Shawn, and then at bengol@yahoo.com. Do you  
11 see that?

12 A. Yeah.

13 Q. Do you know if that's Ben Golshani's e-mail  
14 address?

15 A. Actually, I think that was a mistaken e-mail  
16 address. I think that should have been a 7, and I hit  
17 the capital.

18 Q. The shift button?

19 A. Yes.

20 Q. So that may not have made it to Ben?

21 A. It may not have made it to Ben.

22 Q. But the intent was to send it to Ben?

23 A. Yes.

24 Q. So fair to say certainly by July 22nd, 2011,  
25 you were aware of Ben and that he was involved in this

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1 transaction?

2 A. Yes.

3 Q. You say, "Shawn and Ben, I'm attaching a  
4 revised OPAG," which is your code for operating  
5 agreement, right?

6 A. Yes. Not just mine.

7 Q. I added ROFR language defining a process for  
8 ROFR changing Ben to CLA Properties as member; do you  
9 see that?

10 A. Yeah.

11 Q. And then in -- on DL 148, it appears there's  
12 more language in section 4 of article 5?

13 A. Yes, sir.

14 Q. Is that language that you drafted?

15 A. I believe so.

16 Q. Okay. You say you believe so. Is there any  
17 reason to believe you didn't draft it?

18 A. No.

19 Q. Now, this language really doesn't look a  
20 whole lot like what ultimately ended up in the  
21 operating agreement, right?

22 A. Well, I'm not sure how to characterize that,  
23 but certainly language changed.

24 Q. Well, all right, we will cover that in a  
25 minute.

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1           On July 22, 2011, when you sent this, there  
2 was obviously some ongoing discussions about the  
3 buy-sell language and how it would be drafted; is that  
4 accurate?

5           A.    Yes.

6           Q.    Did you discuss the right of first refusal  
7 language with either Ben or Shawn prior to sending this  
8 e-mail out, or is this kind of your introduction to  
9 them of the proposed language?

10          A.    I'm not sure. In particular, Jim, where my  
11 e-mail references a meeting and discussion, I would say  
12 absolutely there was discussion of these issues and  
13 others.

14          Q.    Okay. Now, the right of first refusal is  
15 different than a buy-sell; is that correct?

16          A.    Yes.

17          Q.    Can you explain how?

18          A.    Well, typically a right of first refusal is  
19 one person wants to sell and the other person has a  
20 first right to purchase. It typically arises in a  
21 context where somebody gets an offer and says to their  
22 partner, hey, I have an offer at X price. You know,  
23 you can match the price and buy. That's typically a  
24 simplistic form of right of first refusal.

25                A buy-sell, on the other hand, is more

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1 typically, in my experience, more of a death,  
2 disability -- it can be any number of triggers, but an  
3 event occurs that mandates a member sell their interest  
4 to their fellow member or members.

5 Q. Okay. So this initial draft really didn't  
6 even get into buy-sell. It more focused on right of  
7 first refusal; is that accurate?

8 A. Yes.

9 Q. Now, I draw your attention to DL 167, which  
10 was previously introduced as Exhibit 8, and there's a  
11 document behind it that goes until 195. My first  
12 question is, is the document behind it, was that  
13 attached to this e-mail?

14 A. Yes.

15 Q. And it appears this is version 3; is that  
16 accurate?

17 A. Yes.

18 Q. Okay. And in version 3, it looks like you  
19 have the same right of first refusal language, but  
20 really no new buy-sell language; is that accurate?

21 A. Yes.

22 Q. Now, in your e-mail on page 167, you address  
23 this only to Ben and not to Shawn; do you recall why?

24 A. No. It was sent to both of them.

25 Q. It references a meeting. Was Shawn and Ben

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1 both at that meeting, or was it just a meeting with  
2 Ben?

3 A. I don't recall. I believe it was both.

4 Q. Turning to DL 197, which was previously  
5 introduced as Exhibit 9, there's an entry on here for  
6 July 21st, where you have a conference call with Ben  
7 and Shawn regarding the operating agreement, tax  
8 matters and deed in lieu; do you see that?

9 A. Yes, sir.

10 Q. If you will turn to DL 199, and this was  
11 previously introduced as Exhibit 11. Again, there's  
12 some documents behind it. I want to see if the  
13 documents from 200 to 256 were attached to this e-mail.

14 A. I believe so, sir.

15 Q. Now, in here you referenced Dutch Auction,  
16 correct?

17 A. Yeah.

18 Q. Now, I believe your prior testimony is that  
19 you went and you looked up a Dutch Auction, and the way  
20 you were using it is really not the way that it's used,  
21 at least defined on the internet today; is that  
22 accurate?

23 A. That's correct.

24 Q. Okay. You remember using the phrase Dutch  
25 Auction to discuss a scenario where someone could

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1 make -- well, to reference a buy-sell provision?

2 A. Sort of.

3 Q. Explain.

4 A. Well, how many times do I have to answer this  
5 question?

6 Q. Probably a couple more, but --

7 A. Okay. The concept is that one member can  
8 make an offer at a price, and that offer is an offer to  
9 buy or sell at that price. The other member has the  
10 option to accept and sell, or accept and buy.

11 Q. That was the concept, right?

12 A. That was the concept.

13 Q. So when you say Dutch Auction, that's what  
14 you mean?

15 A. That's what I mean.

16 Q. But certainly when you get into the terms of  
17 whatever the agreement is, that concept can be modified  
18 or additional provisions can be added, correct?

19 A. Of course.

20 Q. Okay. And in this case, it appears that  
21 there were a lot of modifications to that concept;  
22 would that be accurate?

23 A. Over time there were certainly edits to this  
24 operating agreement. And by the way, there were not 34  
25 drafts.

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1 Q. Okay. Yeah, explain that.

2 A. Yeah, it should have been version 4 as  
3 opposed to 34. Yeah, we did not do 34 drafts. Might  
4 have done eight, but not 34.

5 Q. Now, I want to -- 34 would be a lot.

6 I want to draw your attention to DL 211. I  
7 believe you testified that section 7 was your initial  
8 verbiage for the Dutch Auction concept?

9 A. I think that is correct, yes.

10 Q. Now, section 7 is still contained in article  
11 5, correct?

12 A. Yes.

13 Q. And it appears that --

14 A. Well, yes. Actually, in DL 211, section 7 is  
15 section 7. It's not part of section 5.

16 Q. I said article 5.

17 A. Oh, sorry. Yes. Okay, article 5.

18 Q. So section 7 is still part of article 5?

19 A. Yes.

20 Q. This still appears to have as section 4, your  
21 right of first refusal language; is that accurate?

22 A. Yes.

23 Q. All right. I want to turn to your section  
24 7.1 on DL 211. It starts out, "Any member, the  
25 offering member, may give notice to the remaining

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1 members that he or she is ready, willing and able to  
2 sell his or its membership interests for fair market  
3 value based upon the net fair market value of the  
4 company's assets divided by the offering member's  
5 proportionate interest in the profit and losses of the  
6 company." Did I read that correctly?

7 A. Yes. You know how to read.

8 Q. Thank you.

9 The next sentence says, "The operating member  
10 shall obtain an appraisal in writing from a qualified  
11 real estate appraiser and provide a copy of such  
12 appraisal to the other members attached to a notice  
13 setting forth the proposed offer to sell." Do you see  
14 that?

15 A. Yes.

16 Q. That's language you came up with?

17 A. I believe so.

18 Q. So in your initial Dutch Auction concept, it  
19 included an appraisal to identify the fair market  
20 value, correct?

21 A. Yes.

22 Q. And that was part of your concept, correct?

23 A. Well, it was part of the language I provided  
24 trying to move us towards a mutually agreeable  
25 provision, yes.

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1 Q. Are you saying that wasn't your concept?

2 A. I don't know whose concept is who. It's the  
3 language I drafted, is the language I drafted.

4 Q. Okay. And you refer to this language as  
5 Dutch Auction language, correct?

6 A. Yes.

7 Q. Okay.

8 A. In a generic way.

9 Q. Is there a specific way to refer to it versus  
10 generic? I'm trying to understand why you say that.

11 A. I mean, the language changed. It wasn't like  
12 this is Dutch Auction and this is Dutch Auction 2.

13 Q. Right.

14 A. It was generic in the sense of referring to  
15 this type of provision.

16 Q. Okay. But this is the first time that this  
17 Dutch Auction language has been introduced into the  
18 document, right?

19 A. I believe that's correct.

20 Q. And so from the very beginning, part of the  
21 Dutch Auction concept was a concept of an appraisal?

22 A. This was language that I drafted based on  
23 conversations that I had, and I was trying to wrestle  
24 the bear here and get some language, so I included  
25 appraisal in this initial draft. But it's not an

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1 essential part of the Dutch Auction concept.

2 Q. So the Dutch Auction concept as you've  
3 described it, you're saying doesn't necessarily need an  
4 appraisal component?

5 A. Correct.

6 Q. Okay. But in this case, the appraisal  
7 component was there in the very first iteration of your  
8 Dutch Auction concept, correct?

9 A. Yes, it was.

10 Q. And that was based upon the conversations  
11 that you were having with Ben and Shawn, correct?

12 A. Yes.

13 Q. Going back to DL 199, your e-mail states,  
14 "Ben and Shawn: Attached please find the revised OPAG  
15 based upon my conversation with Ben this morning."

16 A. Yeah.

17 Q. So you had spoken to Ben the morning of  
18 August 18th, right?

19 A. Yes.

20 Q. And then you prepared this language?

21 A. Yeah.

22 Q. Then you sent it out to the parties?

23 A. Yes.

24 Q. Okay. And your e-mail indicates that only --  
25 I mean, the only person it identifies as being on that

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1 call is Ben, correct?

2 A. That's correct.

3 Q. As you sit here today, do you know if Shawn  
4 participated in that call?

5 A. I don't believe so. I probably would have  
6 referenced both of them if he had.

7 Q. That's my assumption as well, but I'm not the  
8 witness. So...

9 Now, I want to go back to Exhibit 13, which  
10 is DL 259 to 287, and again, my first question is, is  
11 the documents immediately behind this e-mail a part of  
12 the e-mail itself? Were they attached to the e-mail?

13 A. The document OPAG 5 red, was attached.

14 Q. Okay. So this is your fifth version, last  
15 one was your fourth version; am I getting it right?

16 A. Yeah.

17 Q. Okay. I'm picking it up.

18 All right, and you're talking more about this  
19 Dutch Auction concept, correct?

20 A. Um-hum.

21 MR. GARFINKEL: You've got to say yes.

22 A. Sorry. Yes.

23 BY MR. SHAPIRO:

24 Q. Now, going to DL 268, that's the beginning of  
25 article 5 of your version 5, then if you turn the page

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1 to DL 269, we get to section 4 which is your right of  
2 first refusal language, right?

3 A. Yes, sir.

4 Q. Then if you turn two pages to DL 271, it  
5 appears you removed section 7 altogether?

6 A. Yes.

7 Q. Do you recall why that was removed?

8 A. No.

9 Q. All right, if you could turn to DL 288, which  
10 was previously identified as Exhibit 14.

11 A. Yes.

12 Q. You know what, that is not the one. I'm  
13 sorry. Go to DL 289, which is was previously  
14 identified as Exhibit 15.

15 Actually, I want to go back to DL 288, which  
16 was Exhibit 14.

17 A. Yep.

18 Q. Here you make the statement, and it's the  
19 last sentence of the first paragraph -- well, the first  
20 paragraph says, "Shawn and Ben: I got Ben's voicemail  
21 Saturday regarding buy-sell, and I talked to Shawn  
22 about the issue that because your capital contributions  
23 are so different, you should consider a formula or  
24 other approach to value your interests."

25 Your next statement is, "A simple Dutch

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1 Auction where either of you can make an offer to the  
2 other, and the other can elect to buy or sell at the  
3 offered price does not appear sensible to me."

4 Do you recall why you made that statement?

5 A. I was really struggling mentally with that  
6 concept, because at the time under partnership tax law  
7 if there's a buy-out of more than 50 percent of  
8 partnership interest, you get a deemed dissolution and  
9 there's events that occur from a tax perspective, and  
10 so I was just a little bit struggling with it.

11 Q. Okay.

12 A. You know, conceptually.

13 Q. Do you know if your struggle had anything to  
14 do with including or not including appraisals?

15 A. I don't recall.

16 Q. Now, turning to the next page, DL 289, which  
17 was introduced as Exhibit 15, it appears that you are  
18 taking another stab at the Dutch Auction buy-sell  
19 concept; is that accurate?

20 A. Yes, sir.

21 Q. And this time instead of inserting it as  
22 section 7 of article 5, you inserted it as section 5 of  
23 article 5; is that correct?

24 A. Yeah. I think that is correct. Yes.

25 Q. So this is really kind of your second attempt

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1 at that language?

2 A. Yes.

3 Q. Turning to DL 322, which was previously  
4 introduced as Exhibit 17, this is an e-mail where you  
5 reference a fax that you received from Ben, correct?

6 A. Yes, sir.

7 Q. If I understood your prior testimony, you  
8 can't find the fax and you don't recall the specifics  
9 of it?

10 A. I haven't been able to find that.

11 Q. Okay. Do you recall, did Ben -- well, do you  
12 recall anything about -- well, let me back up.

13 I believe you testified that the fax  
14 contained some language that Ben wanted you to consider  
15 for the buy-sell language; is that accurate?

16 A. Yes.

17 Q. And do you recall if Ben gave you any  
18 indication about where that language came from?

19 A. I don't recall.

20 Q. This was just Ben sending you some language  
21 saying, hey, this is what I want?

22 A. Yes.

23 MR. SHAPIRO: All right. It is 12:25, why  
24 don't we go ahead and break for lunch.

25 (Lunch recess 12:25 p.m.)

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1 A F T E R N O O N S E S S I O N

2 12:59 p.m.

3 DAVID GALEN LE GRAND,  
4 was called as a witness, and having been previously  
5 duly sworn, was examined and testified as follows:

6 MR. SHAPIRO: We will go back on the record.  
7 What was the last Exhibit we talked about?

8 MR. GARFINKEL: It was 17.

9 CONTINUED EXAMINATION

10 BY MR. SHAPIRO:

11 Q. All right. I would like to draw your  
12 attention to DL 323 through 350.

13 A. Yep.

14 Q. Now, the document behind the e-mail, was that  
15 attached to the e-mail?

16 A. Yes.

17 Q. Okay. Here the e-mail says, "Ben, attached  
18 please find the revised operating agreement or OPAG  
19 with right of first refusal language."

20 A. Yeah.

21 Q. And then, "I look forward to our call in an  
22 hour."

23 A. Yeah.

24 Q. Do you know if Shawn was on that call?

25 A. I don't. I think he was, but I don't

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1 specifically recall.

2 Q. Now, looking at DL 333 through 334 --

3 A. Yeah.

4 Q. -- it appears that you removed the section 5.

5 A. Yeah.

6 Q. Do you recall why?

7 A. No.

8 Q. Your e-mail doesn't reference any buy-sell,  
9 so the buy-sell just disappeared?

10 A. Yeah, apparently so.

11 Q. That was November 29th, 2011, right?

12 A. Yeah.

13 Q. Now, the e-mail indicates this is version 7,  
14 right?

15 A. Yes.

16 Q. Now, the next e-mail I can see is on DL 351,  
17 which is December 10, 2011?

18 A. Yeah.

19 Q. But there's no operating agreement attached  
20 to that e-mail, correct?

21 A. Correct.

22 Q. As I flip through the rest of the pages, I'm  
23 not seeing any other e-mails after this December 10,  
24 2011, e-mail, at least not until 2013. Are you aware  
25 of any other e-mails between this December 10, 2011,

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1 e-mail and calendar year 2013?

2 A. No. I mean, I can certainly go try to search  
3 through again and see if there's something relevant.

4 Q. Well, so the last version of the operating  
5 agreement, version 7 you sent out, didn't have any  
6 buy-sell language in it at all, right?

7 A. That's correct.

8 Q. And that was on November 29, 2011?

9 A. Yeah.

10 Q. And approximately two weeks later, you sent  
11 an e-mail to Shawn, but there's no operating agreement  
12 attached?

13 A. Yeah, and notice we still don't have any  
14 capital contributions in any of these first seven  
15 drafts. We still didn't know the money. There were  
16 several blanks that still needed to be completed.

17 Q. Do you know how long it took from December  
18 10, 2011, to the time that the operating agreement was  
19 signed?

20 A. No.

21 Q. Do you know if you had any communications  
22 with Shawn or Ben between December 10, 2011, and the  
23 time the operating agreement was signed?

24 A. No.

25 Q. Do you know when the operating agreement was

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1 signed?

2 A. No.

3 Q. Is version 7 the last draft that you had  
4 of --

5 A. Jim, I don't know. I'm sorry, but I don't  
6 know.

7 Q. Okay. Now, I want to go to Exhibit 19. This  
8 is not in your production. This is a separate exhibit,  
9 so you're going to have to pull that out of your stack  
10 of exhibits.

11 Do you know how Louis got this e-mail?

12 A. I sent it to him.

13 Q. When did you send it to him?

14 A. Actually, I'm not sure that I sent it to him.  
15 Let's see, from David to Ben.

16 No, I don't know, sorry.

17 Q. The top says it's from Louis to Louis. And  
18 the date is Monday, March 19th at 11:25 a.m. So  
19 yesterday at 11:25. You didn't send him any e-mails  
20 yesterday?

21 A. I don't think so.

22 Q. When was the last time you sent an e-mail to  
23 Louis?

24 A. I don't know. I think it was a week ago. I  
25 think it was last week.

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1 Q. Okay.

2 A. Yeah.

3 Q. All right. Now, you testified that the draft  
4 2 that's on the second and third pages of Exhibit 19 is  
5 your reproducing what was contained in Ben's fax; did I  
6 understand that correctly?

7 MR. GARFINKEL: Misstates his testimony.

8 A. Ben sent me a fax.

9 BY MR. SHAPIRO:

10 Q. Okay.

11 A. That contained some language, that I don't  
12 have in front of me and haven't seen in years, and this  
13 is what I created based on what I was sent.

14 Q. Okay. Now, your prior attempts at the  
15 buy-sell language can be found on DL 211 and DL 301.

16 MR. GARFINKEL: What exhibits are those?

17 MR. SHAPIRO: Don't know.

18 THE WITNESS: Yeah.

19 MR. GARFINKEL: I think maybe we are looking  
20 at Exhibit 11, possibly Exhibit 17.

21 MR. SHAPIRO: I just know it's Bates stamped  
22 DL 211 and DL 301.

23 THE WITNESS: Yeah, this is from the August  
24 18 e-mail attachments.

25 BY MR. SHAPIRO:

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1 Q. Number 11 is one of them.

2 Okay. I want to go through this language  
3 here, and I'm going to ask about Exhibit 19, so kind of  
4 pull out Exhibit 19, the second and third pages. And  
5 then keep a thumb in DL 211 and DL 333. It seems  
6 obvious to me, maybe I'm wrong, that pages 2 and 3 of  
7 Exhibit 19 contain a lot more language than your  
8 initial attempts at buy-sell language; is that a fair  
9 statement?

10 A. Yes.

11 Q. Would it be a fair statement to say that a  
12 lot of the additional language came from Ben's fax?

13 A. I don't know.

14 Q. So let's go through this. Look at page 2 of  
15 Exhibit 19, you've got a section 7 and then you have a  
16 section 7.1 and a 7.2, correct?

17 A. Yes.

18 Q. Then you have a section 7.1.1; is that  
19 accurate?

20 A. Yes.

21 Q. Okay. Looking at section 7.1 definitions,  
22 that was not -- you didn't have a definition section in  
23 either of your prior buy-sell language that you  
24 prepared, correct?

25 A. Correct.

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1 Q. Did this definition section come from Ben's  
2 fax?

3 A. I don't know. It seems likely, but I  
4 honestly don't know.

5 Q. Okay.

6 A. Yeah.

7 Q. All right. Now, section 7.2 has a lot of  
8 language. And I'm going to have to just start counting  
9 paragraph numbers down, so section 7.2, second  
10 paragraph starts, "If the offered price is not  
11 acceptable." Do you see that?

12 A. Yes, sir.

13 Q. Then it goes on and talks about this whole  
14 appraisal process. Did that language come from Ben's  
15 fax?

16 A. I don't know.

17 Q. Is it more likely than not that it came from  
18 Ben's fax, as opposed to you drafting it?

19 MR. GARFINKEL: Calls for speculation.

20 A. Yes, it is more likely.

21 BY MR. SHAPIRO:

22 Q. Then you've got three paragraphs that are  
23 left justified a little further over. Do you see the  
24 first one says, "The offering member has the option"?

25 A. Um-hum.

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1 Q. Do you think it's more likely that you  
2 prepared those three paragraphs or that that came from  
3 Ben's fax?

4 A. I would say it's more likely it came from the  
5 sample language.

6 Q. Okay. That formula there, FMV minus COP  
7 times .5 plus capital contribution. Is that a formula  
8 you would have come up with or did that come from Ben's  
9 fax?

10 A. It's not likely I would have come up with  
11 that formula in this -- using this particular language.  
12 It's not language I've used.

13 I'm pretty consistent over years.

14 Q. Okay. And that's not consistent with what  
15 you've done over the years?

16 A. No.

17 Q. Okay. Underneath those three paragraphs  
18 you've got a Roman numeral I and a Roman numeral II and  
19 then another formula.

20 A. Yes.

21 Q. Do you believe you came up with that language  
22 or is that more likely language that came from Ben's  
23 fax?

24 A. It's more likely that it came from the sample  
25 language.

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1 Q. Okay. So really from the top -- well, from  
2 section 7.1 definitions until the paragraph at the very  
3 bottom that starts, "The specific intent of this  
4 provision," so everything above that paragraph and  
5 below section 7.1, is it fair to say that that language  
6 more likely than not came from Ben's fax?

7 A. Yes.

8 Q. Okay. Now, you had -- there were some  
9 questions that Mr. Garfinkel posed to you about a  
10 letter that you drafted to me. We are going to take a  
11 look at that, but the phrase that you used was "my  
12 interpretation was." Do you recall that phrase?

13 A. Yes.

14 Q. When I hear "my interpretation," that  
15 means -- to me, it means you read this and you're  
16 saying, well, this is what I think it means. Not that  
17 I drafted this and this is what it means. Do you see  
18 the distinction?

19 A. Sure.

20 Q. Do you agree that by saying it's my  
21 interpretation, that you're simply reading language  
22 that came from Ben's fax and giving your interpretation  
23 of it?

24 A. I'm not sure I understand. Is there a  
25 question in there?

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1 Q. There is.

2 Would it be fair to say that when you drafted  
3 the letter to me, the draft letter that you never sent,  
4 that you were simply reading language that came from  
5 Ben's fax, that primarily came from Ben's fax, and  
6 giving an interpretation of that language?

7 A. I was looking at the language in the executed  
8 operating agreement, which bears a substantial  
9 relationship to this, but I don't believe it's  
10 identical.

11 Q. Okay. Well, let's go to the --

12 A. So, yes, it's substantially similar. So I  
13 think I've answered the question.

14 Q. Okay.

15 A. I'm not trying to be evasive, Jim.

16 Q. I don't take it that way.

17 A. Okay.

18 Q. I'm trying to find the exhibit number and  
19 Bates stamps with that. So bear with me.

20 A. That's okay.

21 Q. All right. It looks like it was Exhibit 23  
22 and it's Bates 446 through 473. Tell me when you're  
23 there.

24 A. Yep.

25 Q. Is this the signed copy of the operating

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1 agreement you were referencing?

2 A. Yes.

3 Q. If you could turn to DL 455.

4 A. Yeah.

5 Q. Now, the language from Section 4.1 down to  
6 right above the last paragraph that says, "The specific  
7 intent of this provision," all of that language was  
8 language that I believe you previously testified came  
9 from Ben's fax.

10 MR. GARFINKEL: Misstates his testimony.

11 A. Yeah, I think what I said was Ben sent some  
12 sample language that I then reworked.

13 BY MR. SHAPIRO:

14 Q. But this, this was that sample language,  
15 right?

16 A. I believe so, yes.

17 Q. Okay. So you simply took some language that  
18 someone else drafted and modified it in some form or  
19 fashion before it was put into the operating agreement?

20 A. Yes.

21 Q. But you can't say what you modified sitting  
22 here today?

23 A. Not today.

24 Q. So if you simply took language from a fax  
25 instead of drafting it yourself, then when Ben asked

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1 you an opinion, you were simply reading language that  
2 came from his fax and giving him an interpretation of  
3 what ended up in the operating agreement, correct?

4 A. I'm hesitating only because the multiple  
5 layers to your question. Again, there was a fax with  
6 some language, I massaged that in some way and it  
7 became -- and that language ultimately was inserted  
8 into this operating agreement. So I'm hoping that that  
9 is a responsive answer to your question.

10 Q. Okay.

11 A. Because you keep trying to say that I simply  
12 inserted the fax into the document, and I don't believe  
13 that's correct.

14 Q. And I'm not intending to say that, because  
15 I'm intending to recognize that you did massage it, but  
16 as you sit here today you don't recall how you massaged  
17 it?

18 A. No.

19 Q. Did you recall in late July, early August of  
20 2017, did you have a knowledge of what you massaged?

21 A. No. No, I had no more memory a year ago  
22 August than I do today.

23 Q. Okay. All right, I guess really what I'm  
24 getting at is when Ben asked you for your  
25 interpretation, you really had to go back to the

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1 operating agreement and read the language before you  
2 could provide an interpretation, correct?

3 A. Yes.

4 Q. And the reason for that is because you  
5 couldn't remember what was in the operating agreement  
6 before you went and read it?

7 A. Of course not. I've done dozens of them  
8 since then.

9 Q. So you were simply looking at the operating  
10 agreement, reading this language, and saying based on  
11 this language this is my interpretation.

12 A. Yes.

13 Q. It was not using your knowledge of actually  
14 drafting this language to give your interpretation; is  
15 that correct?

16 A. Correct, I think that's fair to say.

17 Q. Now, there's a couple other -- you know what,  
18 going back to DL 455 --

19 A. Yes, sir.

20 Q. It appears, and I'm just looking at this one  
21 page, it appears that all of the operating agreement  
22 was drafted in what appears to be Times New Roman font,  
23 and it looks to me like it's either a 12 or an 11 size;  
24 would you agree with me on that?

25 A. Yes, I typically use Times New Roman 12.

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1 Q. Now, section 4 does not appear to be Times  
2 New Roman 12.

3 A. I agree.

4 Q. Can you explain why?

5 A. No. I can take a guess.

6 Q. Well, I don't want you to guess.

7 A. Well, typically when I have a pdf, like a  
8 fax, and I convert them, which I used to have the  
9 software to do, it would reproduce the font of the  
10 original.

11 Q. Okay.

12 A. So that's why I think this has a different  
13 font. That would be a typical occurrence in my world.

14 Q. Got it. So Ben's fax may have come in a --  
15 that looks Arial to me, maybe it's not.

16 A. Could be Calibri, I don't know.

17 Q. And so you took that fax and did a scan of it  
18 and converted it to actual words?

19 A. Most likely that's how I would have done it.  
20 If I had it retyped from scratch, it would have been in  
21 Times New Roman.

22 Q. So looking at Exhibit 19, the draft 2, this  
23 is probably some iteration of the converted fax with  
24 your messages in it?

25 A. Yes.

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1           Q.    Now, there were a number of just -- I don't  
2 want to call them random, because I don't think that's  
3 the right word, but there were a number of different  
4 copies of draft operating agreements that had not been  
5 signed that were in the documents that you produced.

6                   The first one starts at DL 362 and it goes  
7 until DL 389.

8           A.    Um-hum.

9           Q.    And my question to you is, can you tell me  
10 what version this was, when this was prepared in the  
11 format that it's in, or would you just be guessing?

12          A.    I would be guessing.

13          Q.    So as we sit here today, all you know is that  
14 this was in your file, but you don't know when or how  
15 it got there?

16          A.    Correct.

17          Q.    Then the next one starts at 390 and goes to  
18 416?

19          A.    Yeah.

20          Q.    It's going to be the same question. Do you  
21 know how or when this document came to be part of your  
22 file?

23          A.    No.

24          Q.    Do you know any of the circumstances leading  
25 up to this document becoming part of your file?

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1 A. No.

2 Q. And then the next one is 417 to 445. And,  
3 again, same questions, do you know how or when this  
4 document became part of your file?

5 A. Let me take a look here.

6 No, but I can tell you this was not the  
7 original or the first.

8 Q. Because it's a redline?

9 A. Because it's a redline.

10 Q. Okay.

11 A. And it has 3070 as the capital, and it has  
12 CLA Properties inserted. So this almost certainly was  
13 either August or after.

14 Q. Okay.

15 A. Okay?

16 Q. All right.

17 A. By the way, it is possible, again, computers  
18 are what they are, it is possible that if I went to the  
19 source documents and were to look at the document  
20 information that Word keeps, I might find the date it  
21 was created. The date last modified is problematic  
22 because this is three computers ago.

23 Q. Right.

24 A. Literally, I think at this time I was still  
25 operating on a Windows Lenovo laptop. That was

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1 replaced with a different Windows laptop, and then a  
2 few years ago I went to a MacBook Pro, and now I'm on a  
3 Mac Air, second Mac Air, so this is four or five  
4 computers ago, so I can't assure you that all the doc  
5 information has been archived, so to speak, but it's  
6 possible if I go and look, we might be able to find  
7 dates of creation for these documents.

8 I don't know if that's helpful to you, sir.

9 Q. I don't know that it's helpful to me, but  
10 here's what I'm going to ask of you. If anyone asks  
11 you to do that, will you notify me?

12 A. Of course.

13 Q. So that I know that's being done?

14 A. Yes, of course. Yeah. But you seemed very  
15 concerned about the date, so I was trying to --

16 Q. Well, I'm just trying to get some context.  
17 But I appreciate it.

18 A. Right.

19 Q. I just want to know if we can fit this  
20 somewhere in the chronology, and it seems like we  
21 can't.

22 A. Well, it's definitely -- I believe in that  
23 August or after time frame, so it's not June or July.

24 Q. Okay. Let me gather my thoughts here and see  
25 where that leaves me. Hold on.

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1           If you could turn to Exhibit DL 356, this was  
2 previously introduced as Exhibit 28 -- excuse me, 26,  
3 and it's actually 356 and 357. There's three pages to  
4 it.

5           Did Ben have anything to do with the  
6 preparation of this document?

7           A. He asked me to review the tax returns and to  
8 review the offer language, and I responded to Ben's  
9 request.

10          Q. Now, when did he first approach you; do you  
11 recall?

12          A. No, sir.

13          Q. Was it within a few days of -- well, I guess  
14 let me back up and lay a different foundation. This is  
15 dated July 28, right?

16          A. Yes.

17          Q. But you indicated that a different letter  
18 that had the July 28th date probably was wrong?

19          A. Yes.

20          Q. So do you think this is wrong as well or do  
21 you think the July 28th date on this is accurate?

22          A. No, I think this is accurate.

23          Q. So was it prepared or sent on the 28th or  
24 probably both?

25          A. Probably both.

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1 Q. How much prior to this letter did you have  
2 contact from Ben?

3 A. I'm not sure. I want to say I'm not sure. I  
4 know it took a little bit of time for him to get me the  
5 tax returns, because that was one element of this.

6 Q. What do you mean by "a little bit of time"  
7 couple of days?

8 A. Couple of days, might have been a week.

9 Q. Okay.

10 A. Days go very quickly at my age.

11 Q. And they are only speeding up.

12 A. Yeah, well, the time available is shrinking.

13 Q. What was the tax issue he was concerned  
14 about?

15 A. That his capital account or his capital  
16 percentage was changing from 70 to 73, and he was just  
17 wondering is this right.

18 Q. And your conclusion?

19 A. It is right.

20 Q. Did Ben ask you to represent him at any point  
21 in July or August of 2017?

22 A. I've been representing Ben on various matters  
23 for three or four years, maybe more. I'm not sure.

24 Q. So it wasn't even a discussion that came up?

25 A. Yeah. It was just continuing course of

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1 conduct.

2 Q. So you consider this just a continuing part  
3 of your representation of him?

4 A. Of CLA Properties, yeah.

5 Q. Do you recall how many times you spoke to Ben  
6 prior to preparing this letter?

7 A. I'm going to guess and say two or three  
8 times, but it wasn't six or seven, if that's helpful.

9 Q. Okay. In litigation "guess" is a bad word,  
10 and estimate is a good word. So would that be your  
11 best estimate?

12 A. That would be my best estimate as I sit here  
13 right now. We will try not to torture the English  
14 language.

15 Q. As of July 2017, were you still representing  
16 Shawn in any capacity?

17 A. No.

18 Q. Did you ever call Shawn and let him know that  
19 Ben was talking to you about this issue?

20 A. No.

21 Q. Why not?

22 A. Never occurred to me. And by the way, I knew  
23 that Shawn had your capable counsel.

24 Q. Now, turning to DL 358, which was Exhibit 27,  
25 I think you testified that you helped Ben draft this

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1 letter?

2 A. Yes, I did.

3 Q. Now, this is addressed to Shawn at his office  
4 address in California; is that correct?

5 A. Yes, and a copy to you.

6 Q. Did you e-mail a copy of this letter to Ben?

7 A. I don't know.

8 Q. Did you e-mail a copy of the other letter to  
9 Ben, and the other letter I mean 356 and 357?

10 A. I don't recall.

11 Q. Did you give it to him in some form or  
12 fashion?

13 A. I'm sure I did.

14 Q. It says via e-mail only, but you didn't  
15 produce an e-mail.

16 A. Yeah. I thought I had the e-mail attached to  
17 this, but anyway, my apologies if I missed an e-mail.

18 Q. Okay. But you do think you e-mailed it to  
19 Ben?

20 A. Yes, I do.

21 Q. All right, now, going back to DL 358, the  
22 reason that you helped Ben draft this was because you  
23 were representing Ben in a number of different items at  
24 that point?

25 A. Off and on over the last few years, yes.

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1 Q. Going to DL 354 through 355, which was  
2 Exhibit 29, this is your draft letter to me.

3 A. Yeah.

4 Q. And it's not a question, but I was surprised  
5 when I saw that, because it was the first time I had  
6 seen it, and I believe you already testified you never  
7 sent this out.

8 A. Correct.

9 Q. When Mr. Garfinkel asked you about whether or  
10 not you sent this out, your response, and I tried to  
11 write this down, I'm not as good as the court reporter  
12 but your response was, "As this seemed to be going down  
13 an adversarial track, I decided not to engage";  
14 something to that effect.

15 A. Correct.

16 Q. Do you recall that testimony?

17 A. Correct.

18 Q. If I understood your testimony correctly, you  
19 talked to Ben a few days to maybe a week before July  
20 28th?

21 A. Yes.

22 Q. And you never spoke to Shawn during this time  
23 period, right?

24 A. Right.

25 Q. What made you feel this was going down an

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1 adversarial track?

2 A. This was -- the date on this -- this was a  
3 draft.

4 Q. And "this" being DL 354?

5 A. 354. And I did not send it. And within a  
6 relatively short period of time, around August 5th,  
7 Exhibit 38 came. And at that point, I saw that my --  
8 the members of GVC were now disputing. So that's the  
9 realization that I saw that there was disagreement  
10 between the partners.

11 Q. Okay.

12 A. Okay? Until then there was no disagreement,  
13 that I'm aware of.

14 Q. Well, let's take a look at DL 355, looking at  
15 the last paragraph.

16 A. Yeah.

17 Q. It states, "Therefore, the request for CLA  
18 Properties as the remaining member to nominate two  
19 appraisers and agree to one appraiser nominated by  
20 Mr. Bidsal is rejected." That wasn't conflict in our  
21 mind?

22 A. That's why I didn't send it.

23 Q. Okay.

24 A. Sometimes you've got to take a little time  
25 and reflect, and I took a little time and reflected and

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1 said, no, not going to do this. I need to remove  
2 myself from this.

3 By the way, Shawn did try to hire my services  
4 in the last few months, but I didn't take on the  
5 engagement. You had asked about ongoing. We met, I  
6 think it was what, two years ago maybe, we met and  
7 settled up the accounts payable.

8 Time goes by so fast.

9 MR. SHAPIRO: So I'm kind of at the end of my  
10 Green Valley, I'm about ready to transition to Mission  
11 Square. But I want to take a five-minute break and see  
12 if I have anything more about Green Valley.

13 (Off-record discussion held.)

14 (Whereupon, a recess was taken.)

15 BY MR. SHAPIRO:

16 Q. All right, back on the record.

17 Can you describe your involvement in the  
18 formation of Mission Square, LLC?

19 A. No.

20 Q. Did you have anything to do with preparation  
21 of the articles of incorporation?

22 A. I don't know.

23 Q. Did your office file the articles of  
24 incorporation with the Nevada Secretary of State?

25 A. I don't know.

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1 Q. Okay.

2 A. I form on average anywhere from two to six  
3 companies a month, and have for decades. I can tell  
4 you about what I did a couple of weeks ago, but asking  
5 me about 2011, '12, '13, it's pretty hopeless. I'm  
6 sorry.

7 Q. I understand. Can you turn to DL 476.

8 A. Yes, sir.

9 Q. These are the articles of organization for  
10 Mission Square. Does that refresh your recollection as  
11 to whether or not you had any involvement?

12 A. Yes. I did not.

13 Q. Now, I would like to turn to Exhibit 30.  
14 This is not in your production, so you're going to have  
15 to go to your exhibits. We are going to look at 30,  
16 31, 32 and 33 briefly.

17 Now, looking at Exhibit 30, you state, "In  
18 reviewing the OPAG for Mission Square following Ben's  
19 call, I focused on the member interests section," which  
20 I believe is article 5; is that correct?

21 A. I think so.

22 Q. You say, "First, there's no process for  
23 determining fair market value upon a triggering event."

24 Now, ultimately the operating agreement that  
25 was signed, which is Exhibit 35, there is a process for

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1 determining fair market value, correct?

2 MR. GARFINKEL: Question is vague and  
3 ambiguous.

4 A. Sections 4.1 and 4.2 and 4.3 of the Exhibit  
5 35 do include a mechanism for fair market value.

6 BY MR. SHAPIRO:

7 Q. Okay. So the question I have for you is on  
8 May 14th, 2013, were you looking at this language or is  
9 it a different version of the operating agreement that  
10 you were looking at, because it seems incongruent?

11 A. Yeah, I don't know.

12 Q. You know, I'm just going to try to  
13 short-circuit this. If you turn to Exhibit 33 -- I'm  
14 sorry, that's the wrong one.

15 Exhibit 34, I believe, is that a June 19th,  
16 2013 e-mail?

17 A. Yes.

18 Q. In it, here you say, "Ben and Shawn:  
19 Attached please find a new OPAG for Mission Square.  
20 Apparently there was a little confusion about which GVC  
21 OPAG I was to use as a base document."

22 A. Yeah.

23 Q. So this to me says initially you were using a  
24 draft operating agreement that you shouldn't have been  
25 using.

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1 A. I think that's correct.

2 Q. So really all of the e-mails before this date  
3 and any discussion is probably based upon a document  
4 that has no bearing to what was ultimately signed?

5 A. I believe that's correct.

6 Q. Okay. And then in this e-mail, you then say,  
7 "This revised version is based upon the GVC OPAG that  
8 has Ben's language on buy-sell." Do you see that?

9 A. Yes.

10 Q. And was that referring to the fax that Ben  
11 sent you?

12 A. No. It was referring to the GVC OPAG.

13 Q. Okay. Well, the buy-sell and the GVC OPAG  
14 was drafted at least in part based upon Ben's fax,  
15 right?

16 A. In part, back in 2011 and maybe into '12.

17 Q. Okay. Looking at Exhibit 35, I want to draw  
18 your attention to section 7, which is on page CLA 070;  
19 do you see that?

20 A. Yeah.

21 Q. This section appears to be different from the  
22 Green Valley operating agreement, correct?

23 A. Yes, it was different.

24 Q. Does the Green Valley agreement have a  
25 section 7?

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1 A. No.

2 Q. Now, did you draft this section 7 in Mission  
3 Square?

4 A. I think so.

5 Q. You state, "Upon the death or dissolution of  
6 any member, the other member shall have an option,  
7 exercisable upon 30 days written notice addressed to  
8 the executor or successor of the deceased or dissolved  
9 member and to the company, to purchase at FMV," and  
10 then in parentheses you put, "determined in accordance  
11 with section 4.2." Do you see that?

12 A. Yes.

13 Q. What did you mean by FMV?

14 A. Fair market value.

15 Q. What part of section 4.2 were you referring  
16 to, to define FMV or to determine FMV?

17 A. The last sentence of the second paragraph of  
18 4.2.

19 Q. Can you read that for me?

20 A. "The medium of these two appraisals  
21 constitutes the fair market value of the property which  
22 is called FMV."

23 Q. So that is what you referenced in section 7?

24 A. Yes, sir.

25 MR. SHAPIRO: Okay. Now, again, bear with

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1 me, I'm trying to skip as much of this as I can.

2 Okay, I am going to introduce a new exhibit.  
3 Exhibit 39.

4 (Exhibit 39 marked  
5 for identification.)

6 BY MR. SHAPIRO:

7 Q. You've been handed what's been marked as  
8 Exhibit 39. My question to you is, the first page of  
9 Exhibit 39 was previously introduced, but then there  
10 was a document behind it.

11 MR. GARFINKEL: I think this was already an  
12 exhibit.

13 MR. SHAPIRO: You just introduced one page.

14 MR. GARFINKEL: Okay. You're correct.

15 MR. SHAPIRO: Yeah. And I want to introduce  
16 the whole thing.

17 BY MR. SHAPIRO:

18 Q. So my question to you is, is the document  
19 behind this exhibit what was attached to this e-mail?

20 A. I believe so.

21 Q. Okay. Now, who are the members of Mission  
22 Square, according to this operating agreement?

23 A. CLA Properties and Shawn Bidsal.

24 Q. Okay.

25 MR. GARFINKEL: Jim, actually, you know what,

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1 I think Exhibit 34 is actually -- it's actually the  
2 entire document. I think 34 is also 39. I think it's  
3 a duplicate. It is what it is. Hold on.

4 Yeah, this is the document that was attached  
5 to your brief, remember? 39 was what was attached to  
6 your brief for the arbitration.

7 MR. SHAPIRO: Okay.

8 MR. GARFINKEL: So I attached the whole  
9 thing.

10 MR. SHAPIRO: I just want to acknowledge for  
11 the record that Louis was right.

12 MR. GARFINKEL: There you go, man. I feel a  
13 lot better.

14 (General laughter.)

15 BY MR. SHAPIRO:

16 Q. If you could turn to your production, DL 479  
17 through 507. Again, just to lay some background while  
18 you're getting there, there are a number of versions of  
19 the Mission Square operating agreement that are just  
20 kind of back to back to back to back. I'm going to ask  
21 you some brief questions about that.

22 Looking at DL 479 through 507, I believe this  
23 was part of your file, correct?

24 A. 579?

25 Q. 479 through 507.

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1 A. Yes.

2 Q. Do you know the circumstances surrounding --  
3 let me just start here, do you know when this became  
4 part of your file?

5 A. No.

6 Q. Do you know of the circumstances surrounding  
7 how this became part of your file?

8 A. No, not in detail.

9 Q. Now, who was the members identified in this  
10 draft of the operating agreement?

11 I guess it would be who were, not who was.

12 A. It looks like CLA Properties and Shawn  
13 Bidsal.

14 Q. Turning to 508 through 534, this is another  
15 proposed draft of the proposed operating agreement?

16 A. Yeah.

17 Q. Do you know when this became part of your  
18 file?

19 A. No.

20 Q. Do you know the circumstances surrounding how  
21 it became part of your file?

22 A. No.

23 Q. Who were the members identified in this draft  
24 of the operating agreement?

25 A. CLA Properties and Shawn Bidsal.

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1 Q. Turning to the next one, which is 535 through  
2 561, this appears to be another draft of the operating  
3 agreement, correct?

4 A. Yeah.

5 Q. Do you know when this became part of your  
6 file?

7 A. No.

8 Q. Do you know the circumstances surrounding how  
9 it became part of your file?

10 A. No.

11 Q. Who are the members that were identified in  
12 this draft?

13 A. Shawn Bidsal and CLA Properties.

14 I do want to address, you asked me am I aware  
15 of the circumstances. Well, the circumstances were  
16 that I was asked to prepare an operating agreement.

17 Q. Okay.

18 A. I don't want you to think I magically created  
19 an operating agreement out of the middle of nowhere.  
20 There was clearly contact, interaction, and you can see  
21 some e-mails. I don't want to misstate.

22 Q. Thank you for that clarification.

23 A. Okay.

24 Q. The next one is 562 through 588, appears to  
25 be another draft of the operating agreement.

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1 A. Yeah.

2 Q. Do you know when this became part of your  
3 file?

4 A. No.

5 Q. Outside of the fact that you were asked to  
6 draft an operating agreement, do you know the  
7 circumstances regarding when or how this became part of  
8 your file?

9 A. Not as to this particular draft, no.

10 Q. Who are the members identified in this  
11 document?

12 A. CLA Properties, LLC and Shawn Bidsal.

13 Q. And then looking at 589 through 615.

14 A. Yes, sir.

15 Q. This is another draft of the operating  
16 agreement, correct?

17 A. Yeah.

18 Q. Do you know when this became part of your  
19 file?

20 A. No.

21 Q. Do you know the circumstances surrounding how  
22 it became part of your file?

23 A. Same as with respect to the others.

24 Q. All right. Who are the members identified in  
25 this document?

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1 A. Shawn Bidsal and CLA Properties.

2 Q. Now, turning to the Exhibit 35, who are the  
3 members that ultimately showed up on the signed copy of  
4 the operating agreement?

5 A. Ben Golshani and Shawn Bidsal.

6 Q. Do you know why Ben Golshani showed up on the  
7 final draft of the operating agreement when CLA  
8 Properties was in all of the initial drafts?

9 A. No.

10 Q. Do you recall having any discussion about  
11 that change?

12 A. No.

13 Q. Now, looking at 36, 37 and 38, Exhibits 36,  
14 37 and 38.

15 A. Yes, sir.

16 Q. All right. These three documents, they were  
17 provided to you by Ben, correct?

18 A. Yes.

19 Q. You assisted Ben in preparing Exhibit 37?

20 A. Yes.

21 Q. And you had discussions with Ben regarding  
22 all three of these exhibits, correct?

23 A. Yes.

24 Q. Were you present when the Mission Square, LLC  
25 operating agreement was signed?

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1 A. Not to my recollection.

2 Q. Do you know the date on which it was signed?

3 A. No, sir.

4 Q. And if I understand correctly, the -- at  
5 least the initial form of this operating agreement came  
6 from the Green Valley operating agreement; is that  
7 accurate?

8 A. One of them, yes.

9 Q. But certainly section 4 -- well, let's take a  
10 look at article 5, section 4.

11 MR. GARFINKEL: What exhibit are you looking  
12 at?

13 MR. SHAPIRO: Exhibit 35.

14 A. Okay. Yes.

15 BY MR. SHAPIRO:

16 Q. Looking at that, it looks like the font goes  
17 from Times New Roman to a different font type and size;  
18 is that accurate?

19 A. Yes.

20 Q. Would that indicate to you that that language  
21 came from the same source as the section 4, article 5,  
22 of the Green Valley operating agreement?

23 A. Yes.

24 MR. SHAPIRO: Why don't we take another  
25 little break. I might be done.

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1 (Whereupon, a recess was taken.)

2 MR. SHAPIRO: I'll pass the witness.

3 MR. GARFINKEL: All right. Let me just get  
4 ready.

5 FURTHER EXAMINATION

6 BY MR. GARFINKEL:

7 Q. Let's go first to Exhibit Number 11. Put  
8 them in numerical order, because I want to sort of take  
9 you through them.

10 All right, take a look at Exhibit 11, it  
11 says, "Ben and Shawn, attached please find the revised  
12 OPAG based on my conversation with Ben this morning,"  
13 and it says, "I modified the books and records  
14 provision, modified the ROFR to be sales to third  
15 parties and added a Dutch Auction provision." Do you  
16 see that?

17 A. Yeah.

18 Q. Take a look at DL 211.

19 A. Yeah.

20 Q. I think that's the first time you talk about  
21 the Dutch Auction, correct?

22 A. It may be correct. I don't know anymore.

23 Q. But you remember this is what you drafted; am  
24 I right?

25 A. Yes.

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1 Q. And take a look at the last sentence of  
2 section 7.1 and I'll read it to you. It says, "The  
3 specific intent of this provision is that the offering  
4 member shall be obligated either to sell his or its  
5 membership interest to the remaining member, or  
6 purchase the membership interest of the remaining  
7 member based on the fair market value of the company's  
8 assets." Correct?

9 A. Yeah.

10 Q. And so that kind of lays out what you  
11 previously testified about the intent of the Dutch  
12 Auction, correct?

13 A. Well, to a degree, yeah.

14 Q. Okay. Let's take a look at what's been  
15 marked as Exhibit Number 13 now.

16 A. Okay.

17 Q. Take a look at the second paragraph, it says,  
18 "I do not know how to address the concept of the Dutch  
19 Auction after much thought. We discussed that you want  
20 to be able to name a price and either get bought or buy  
21 at the offer price."

22 A. Yes.

23 Q. And that's your understanding of what the  
24 intent was of Mr. Bidsal and Mr. Golshani, correct?

25 A. Yeah, that's the nature of the discussion

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1 that was ongoing over these months, yes.

2 Q. So that was sort of the intent here; am I  
3 right?

4 A. To my knowledge, yes.

5 Q. Okay. And that was based on your discussions  
6 with them; am I right?

7 A. Yes. Again, that's a generalized statement.  
8 I don't recall these specific conversations six and a  
9 half, seven years ago.

10 Q. Yeah, but nevertheless that's what you wrote  
11 and that's what your understanding was of what the  
12 intent was, right?

13 A. Yes.

14 MR. SHAPIRO: Objection to the form of the  
15 question.

16 BY MR. GARFINKEL:

17 Q. And that's similar to what you put in section  
18 7.1 originally; am I right?

19 MR. SHAPIRO: Object to the form of the  
20 question.

21 A. I'm not sure what the question is now, I'm  
22 sorry. I mean, they are all similar.

23 BY MR. GARFINKEL:

24 Q. That's right. I mean, that sets forth the  
25 intent of Mr. Golshani and Mr. Bidsal; am I right?

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1 A. Yes.

2 MR. SHAPIRO: Object to the form of the  
3 question.

4 BY MR. GARFINKEL:

5 Q. Well, that's what they expressed to you; am I  
6 right?

7 A. They expressed to me a willingness to try to  
8 find agreeable language representing this, quote, Dutch  
9 Auction concept.

10 Q. And your e-mail sets forth the Dutch Auction  
11 concept?

12 A. Yes.

13 Q. Now, take a look at Exhibit Number 17.

14 A. Okay.

15 Q. And 17 says, "Shawn, I received fax from Ben  
16 and am rewriting it to be more detailed and complete.  
17 I will send it out to both of you shortly." Do you see  
18 that?

19 A. Yes.

20 Q. I think you testified that Exhibit Number 18  
21 was what you then went ahead and drafted based on the  
22 fax that you received from Mr. Golshani, correct?

23 A. Yes.

24 Q. You received the fax and then you rewrote it,  
25 correct?

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1 MR. SHAPIRO: Object to the form.

2 A. I don't know if I rewrote it. I edited it to  
3 some degree.

4 BY MR. GARFINKEL:

5 Q. Sure. Tell me something, do you have an  
6 understanding of the circumstances under which  
7 Mr. Golshani sent you that document?

8 A. No.

9 Q. You don't know if he had communicated with  
10 Mr. Bidsal?

11 A. I don't.

12 Q. Okay. So he never told you that. So even  
13 though Mr. Golshani had faxed that to you, you don't  
14 know whether or not that was a result of communications  
15 between Mr. Bidsal and Mr. Golshani; am I right?

16 A. No, I don't know.

17 Q. Likewise, you wouldn't know if Mr. Bidsal had  
18 any input in the preparation of that document?

19 A. That's right.

20 Q. All right. Now, take a look at what's  
21 Exhibit Number 18.

22 A. Okay.

23 Q. And take a look at the bottom of the first  
24 page which is DL 00359.

25 A. Yeah.

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1 Q. Okay. Do you see where it says the specific  
2 intent of this provision?

3 A. Yes.

4 Q. And that provision there, it's consistent  
5 with what you had in section 7.1, correct, in terms of  
6 the intent of the Dutch Auction?

7 MR. SHAPIRO: Object to the form.

8 A. To the extent I understand the question, I  
9 think the answer is yes.

10 BY MR. GARFINKEL:

11 Q. What is it that you don't understand about  
12 the question?

13 A. Well, it's a convoluted question with no  
14 predicate.

15 Q. Well, when you read this particular  
16 provision, okay?

17 A. Yes.

18 Q. It's your understanding this encompasses what  
19 the Dutch Auction encompasses?

20 MR. SHAPIRO: Object to the form.

21 A. Look, the language speaks for itself. It  
22 says what it says and I believe it's consistent with  
23 the remaining language, but I'm not sure how -- it's  
24 English. We read it.

25 BY MR. GARFINKEL:

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1 Q. Take a look at Exhibit 29 now.

2 A. Yes.

3 Q. Exhibit 29, do you recall Mr. Shapiro asking  
4 you questions about it?

5 A. Yes.

6 Q. And Mr. Shapiro asked you whether or not this  
7 was simply your interpretation of the operating  
8 agreement for Green Valley?

9 A. Yes.

10 Q. Okay. Well, let me ask you something. I  
11 mean, in drafting this letter, didn't you also rely on  
12 your communications with the parties in terms of what  
13 the intent was of the Dutch Auction provision, section  
14 4.1?

15 A. My total experience goes into my  
16 consciousness at every moment, and you know, I write  
17 based on my collective experience, as I experience it.  
18 I wasn't sitting here thinking as I wrote, oh, I've got  
19 to reflect the intent of the parties. It's not how my  
20 brain works, so I'm not -- I hope I'm being responsive,  
21 but it's a totality of experience that goes into my  
22 analytic, and I try not to be emotional in my analytic.

23 Q. Sure. But, I mean, you were involved in the  
24 negotiation of the operating agreement, correct?

25 A. Yeah, for six months.

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1           Q.    All right.  And so you also realize that part  
2 of the negotiations involved the Dutch Auction  
3 provision, correct?

4           A.    Yeah.  How many times do we have to go over  
5 this.  I'm really tired of this.

6                   MR. GARFINKEL:  That's fine.  I have no  
7 further questions.

8                   MR. SHAPIRO:  We are done.

9                   ( PROCEEDINGS ADJOURNED AT 2:25 P.M. )

10                                   \*   \*   \*   \*

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