IN THE SUPREME COURT OF THE STATE OF NEVADA

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

APPELLANT'S APPENDIX

VOLUME 10

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CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

EXHIBIT 181

JAMS ARBITRATION NO. 1260004569

CLA PROPERTIES, LLC,
Claimant and Counter-Respondent,

vs.

SHAWN BIDSAL,
Respondent and Counterclaimant.

FINAL AWARD

THE UNDERSIGNED ARBITRATOR, having been duly designated to be the Arbitrator in accordance with the arbitration provision of Article III, Section 14.1 of the Operating Agreement, dated June 15, 2011, of Green Valley Commerce, LLC, a Nevada LLC ("Green Valley"), based on careful consideration of the evidence adduced during and following the May 8-9, 2018 evidentiary sessions of the Merits Hearing of the Arbitration Hearing of this arbitration, applicable law, the written submissions of the parties, and good cause appearing, makes the following findings of fact, conclusions of law and determinations ("determinations") and this Final Award ("Award"), as follows.

DETERMINATIONS

1. The determinations in this Award are the determinations by the Arbitrator, which the Arbitrator has determined to be true, correct, necessary and/or appropriate for purposes of this Award. To the extent that the Arbitrator's determinations differ from any party's positions, that is the result of determinations as to relevance, burden of proof considerations, the weighing of the evidence, etc.

To the extent, if any, that any determinations set forth in this Award are inconsistent or otherwise at variance with any prior determination in the Interim Award, Merits Order No. 1 or any prior order or ruling of the Arbitrator, the determination(s) in this Award shall govern and prevail in each and every such instance.

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I
JURISDICTION, PARTIES, AND MERITS ORDER NO. 1

2. Pursuant to Rule 11(b) of the JAMS Comprehensive Arbitration Rules and Procedures --- which govern this arbitration and which Rules the Arbitrator has the authority and discretion to exercise, as here[1] --- the Arbitrator has the jurisdiction and has exercised his jurisdiction to determine his arbitral jurisdiction, which has been determined to be as follows:

The Arbitrator has and has had continuing jurisdiction over the subject matter and over the parties to the arbitration, who/which are Claimant and Counter- Respondent CLA Properties, LLC, a California limited liability company ("CLA") and Respondent and Counterclaimant Sharam Bidsal, also known as Shawn Bidsal, an individual. ("Mr. Bidsal').

CLA has been represented by the Law Offices of Rodney T. Lewin and Rodney T. Lewin, Esq. and Richard D. Agay, Esq. of that firm, whose address is 8665 Wilshire Blvd., Ste. 210, Beverly Hills, CA 90211-2931, and Levine, Garfinkel & Eckersely and Louis E. Garfinkel, Esq. of that firm, whose address is 1671 W. Horizon Ridge Pkwy, Ste. 220, Henderson, NV 89012.

Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, Esq. of that firm, whose address is 2222 E. Seren Ave., Ste. 130, Henderson, NV 89074, and Goodkin & Lynch, LLP and Daniel L. Goodkin, Esq. of that firm, whose address is 1800 Century Park East, 10th Fl., Los Angeles, CA 90067.

On October 10, 2018, the Arbitrator rendered and JAMS issued Merits Order No. 1, and on February 22, 2019, the Arbitrator rendered and JAMS issued the Interim Award in this arbitration. The Interim Award and Merits Order No. 1 contained the Arbitrator's determinations and written decision as to relief to be granted and denied, based on the evidence adduced evidentiary sessions of the Merits Hearing of the Arbitration Hearing held on May 8-9, 2018,[2]

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[1] JAMS Comprehensive Arbitration Rule 11(b) provides as follows:
"Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. Unless the relevant law requires otherwise, the Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

[2] The evidentiary sessions of the Merits Hearing were held in Las Vegas, Nevada, at the insistence of Mr. Bidsal, notwithstanding that the individual principals (including Mr. Bidsal), CLA's lead counsel and the Arbitrator are residents of Southern California.

applicable law, and extensive post-evidentiary submissions of the parties. One of the determinations was and remains that CLA is the prevailing party in this arbitration.

March 7, 2019 is hereby declared to be the date for last briefs in this arbitration and the date as of which the Arbitrator hereby declares the Arbitration Hearing (including the Merits Hearing thereof) closed. See JAMS Comprehensive Arbitration Rule 24(h).

The Arbitrator shall continue to maintain jurisdiction over the parties concerning the subject matter of this arbitration until the last day permitted by law and JAMS Comprehensive Arbitration Rules & Procedures.

II
FACTUAL CONTEXT

3. CLA and Mr. Bidsal are the sole members of Green Valley, LLC, a Nevada limited liability company ("Green Valley"), which owns and manages real property in Las Vegas, Nevada. At all relevant times, CLA and Mr. Bidsal have each owned a 50% Membership interest in Green Valley. CLA is wholly and solely owned by its principal, Benjamin Golshani ("Mr. Golshani").

4. Mr. Golshani on behalf of CLA and Mr. Bidsal executed an Operating Agreement for Green Valley, dated June 15, 2011. Exhibit 29. Section 4 of Article V of that Operating Agreement, captioned "Purchase or Sell Rights among Members" ("Section 4"), contains provisions permitting one member of Green Valley to initiate the purchase or sale of one member's interest by the other. Those Section 4 provisions were referred to by the parties and their joint attorney, David LeGrand, as "forced buy/sell" and "Dutch auction," whereby one of the members (designated as the "Offering Member") can offer to buy out the interest of the other based upon a valuation of the fair market value of the LLC set by the Offering Member in the offer. The other member (designated as the "Remaining Member") is then given the option to either buy or sell using the Offering Member's valuation, or the Remaining Member can demand an appraisal.

On July 7, 2017, Mr. Bidsal sent CLA a Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a "best estimate" valuation of $5 million. On August 3, 2017 --- via timely Section 4 notice, in response to Mr. Bidsal's July 7 offer --- CLA elected to buy rather than sell a 50% Green Valley membership interest --- i.e., Mr. Bidsal's --- based upon Mr. Bidsal's $5 million valuation, and thus without a requested appraisal. On August 7, 2017

--- response to CLA's election --- Mr. Bidsal refused to sell his Green Valley membership interest to CLA based on his $5 million valuation, and "invoke[d] his right to establish the FMV by appraisal,"[3] "in accordance with Article V, Section 4 of the Company's Operating Agreement."

III
"CORE" ARBITRATION ISSUE

5. While this arbitration --- as briefed, tried, argued and resolved as a business/legal dispute thusly involving "pure" issues of contractual interpretation --- is also, significantly, a contentious, intra-familial dispute. Messrs. Bidsal and Golshani are first cousins, as well as each effectively owning 50% Membership Interests in Green Valley.

6. Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell, Mr. Bidsal had the right to demand that the "FMV" portion of the Section 4 formula for determining price must be determined by an appraisal. CLA contended upon its election to purchase rather than sell, it has the right to purchase Mr. Bidsal's fifty percent (50%) Membership based upon the valuation made by Mr. Bidsal, as the Offering Member, and that the FMV portion of the Section 4 formula to determine price must be the same amount as set forth in Mr. Bidsal's offer, i.e. $5 million, and that Mr. Bidsal should be ordered to transfer his Membership Interest based thereupon.

6. Thus, the "core" of the parties' dispute is whether or not Mr. Bidsal contractually agreed to sell, and can be legally compelled to sell, his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended that the parties agreed that he had a contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

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[3] The formula in Section 4 for determining price is stated twice, once if sale is by Remaining Member and once if sale is by Offering member. But whether the membership interest is sold by the Remaining Member or by the Offering Member, the formula for determining the price is the same, except that the identity of the selling Member, Remaining Member or Offering Member, is included: "(FMV - COP) x 0.5 plus capital contribution of the [selling] Member at the time of purchasing the property minus prorated liabilities."

7. Despite conflicting testimony and impeachment on cross-examination on both sides,[4] the evidence presented during the evidentiary sessions materially assisted the Arbitrator in reaching the interpretative determinations set forth in this Award concerning the pivotal "buy-sell" provisions set forth in Section 4.2 of the Green Valley Operating Agreement --- which, as a result of collective drafting over a six-month period, was not a model of clarity, which precluded the granting of both sides' Rule 18 cross-motions, based on Section 4.2.

8. The "forced buy-sell" agreement, or so-called "Dutch auction," is common among partners in business entities like partnerships, joint ventures, LLC's, close corporations --- a primary purpose of which is to impose fairness and discipline among partners considering maneuvering, via pre-agreed procedures and consequences. If not careful and fair, the Dutch auction imposes a risk of one "overplaying one's hand" --- such that an intended buyer might end up becoming an unintended seller, at a price below, possibly well below, the price at which the partner was motivated to buy the same Membership Interest, under the "buy-sell" procedures which he/she/it initiated. If the provisions work, as intended, the result might not be expertly authoritative or precise, but nevertheless a form of cost-effective "rough justice," when one partner "pulls the trigger" on separation, by initiating Section 4.2 procedures.

9. As amplified below, the parties' dispute and this arbitration have been a result and expression of "seller's remorse" by Mr. Bidsal --- after having initiated Section 4.2 procedures, of which he was the principal draftsman,[5] in the belief that, after the completion of those procedures, he would be the buyer of the other 50% Membership Interest in Green Valley, based on his "best estimate of the [then] current fair market value of the Company," for calculation of the buy-out price, using the formula set out in Section 4.2.

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[4] Neither of the parties' Rule 18 positions that Section 4.2 of the Green Valley Operating Agreement unambiguously supported the asserting side's position on contractual interpretation was sustained after briefing and argument during an in-person hearing on the parties' cross-motions. The Rule 18 denials and the inability of the parties to reach requisite stipulations, following the Rule 18 hearing, required the in-person evidentiary sessions of the Merits Hearing --- which sessions were held on May 8-9, 2018 in Las Vegas, Nevada. The evidence adduced during those evidentiary sessions corroborated the Arbitrator's experience that trial of issues raised earlier in Rule 18 motions --- including via cross-examination of witnesses, which the Arbitrator regards as an engine of truth --- often results in the emergence of new and/or changed facts and circumstances which bear on resolution of what were Rule 18 issues.

[5] While not dispositive, per se, the Arbitrator has materially determined that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and thus should be deemed the principal drafter of Section 4.2 of that agreement.

10. As also amplified below, CLA Properties is the prevailing party on the merits of the parties' contentions in this Merits Hearing, based on the Arbitrator's principal contractual interpretation determinations that:

A. The clear, specific and express "specific intent" language of the last paragraph of Section 4.2 prevails over any earlier ambiguities about the contracting parties' Section 4.2 rights and obligations.

B. Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be "outcome determinative" in his favor. That is, they do not, as they apparently cannot, be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision, beyond the situation in which he was placed by Mr. Golshani's August 3, 2017 Section 4.2 response --- specifically, for example, in instances in which CLA either would have (1) timely accepted Mr. Bidsal's July 7, 2017 Section 4.2 offer to buy CLA's 50% Membership Interest in Green Valley or (2) deliberately, inadvertently or otherwise failed to timely or otherwise properly respond to that offer within the 30-day time limit set under Section 4.2. CLA's testimony, arguments and position in support of its contractual interpretation of the operative provisions of Section 4.2 not only are based on and consistent with the Section 4.2's "specific intent" language, they can be logically applied in all instances contemplated by the Section 4.2 "buy-sell" provision --- including beyond the situation created by the July 7/August 3 Section 4.2 written offer/response of the parties, which gave rise to the parties' dispute and this arbitration.

C. Mr. Bidsal contractually agreed to sell and can be legally compelled to sell and transfer his fifty percent (50%) Membership Interest in Green Valley to CLA at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 offer.

11. In a dispute between litigating partners or other parties, the testimony of third-party witnesses becomes important. That is especially so, when the third-party witness is unbiased and the drafting lawyer was jointly representing the contracting parties in connection with the preparation of the underlying contract in suit. David LeGrand was that lawyer, and the substance of his testimony is essentially the same as, and thus corroborates, CLA's contentions, supported by the testimony of CLA's principal, Mr. Golshani. Mr. LeGrand was not shown to be biased for or against either side in this matter. On cross-examination and on redirect, Mr. LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017, but not recently, and that he had been asked to do legal work by

Mr. Bidsal within about six months of his testimony, and shortly prior to his deposition in connection with this arbitration, but that Mr. LeGrand was too busy to take on Mr. Bidsal's legal work.

12. A portion of Mr. LeGrand's deposition testimony --- which was read into the evidentiary session record, during Mr. LeGrand's hearing testimony on May 9, 2018 --- was that, at Mr. Golshani's instance, Messrs. Bidsal and Golshani agreed to a "forced buy-sell" in lieu of a right of first refusal for inclusion in the Green Valley Operating Agreement. Although he attempted to take back or resist his prior use of the word "forced" at hearing, Mr. LeGrand understood "buy-sell" to mean that an offeree partner, presented with an offer under the "buy-sell" provision of the LLC Operating Agreement, has (A) the option to buy or sell at the price offered by the other/offeror member and (B) the contractual right to compel performance of that option, including at the price stated in offeror member's offer. That testimony is consistent with the "specific intent" language of Section 4.2 which Mr. LeGrand specially drafted, and which reads as follows:

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

13. That "specific intent" language is express, specific and could not be more clear as to these parties' objectively manifested "specific intent" to be so bound. Under governing Nevada law,[6] the purpose of contract interpretation "is to discern the intent of the contracting parties." American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015), quoting and citing Davis v. Beling, 279 P.3d 501, 515 (Nev. 2011). Because the evidence is that both Messrs. Bidsal and Golshani were each very interested in changing drafts over a six-month period of what became the Section 4.2 "buy-sell" provision, each of them must have closely read that section, including the "specific intent" last sentence of that section of the Green Valley Operating Agreement. Accordingly, any prior, contemporaneous or other ambiguity as to Remaining Member CLA's Section 4.2 "buy-sell" options and Offering Member Bidsal's obligation to sell his 50% Membership Interest to CLA "at the same offered price" as presented in his July 7, 2017 offer, as a result of CLA's August 3, 2017 response to Mr. Bidsal's

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[6] Article X (d) of the Green Valley Operating Agreement provides that Nevada law shall apply to the interpretation and enforcement of the contract.

July 7 offer, must give way to that objectively manifested specific intent of the parties.

14. When directed to that "specific intent" provision of Section 4.2, during hearing, Mr. LeGrand was asked and answered, as follows:

> "Q And does that -- does that language reflect your -- your then understanding of what the intent of this provision was?
> "A Yes.
> "Q And that was your understanding of what Mr. Golshani and Mr. Bidsal had wanted you to put in?
> "A Yes.
> "Q And it was your understanding that they had both --- that was what they both had agreed to, right?
> "A Yes.
> *** ***
> "Q But the reason you put -- the reason that you put down a -- the reason you inserted the specific intent of the parties was to make sure there was no question about what the intent of the parties was, right?
> "A That was what I intend when I put language like 'specific intent,' yes."
>
> 5/9/2018 Hrg.Tr., at pp. 295:19-296:5, 297:4-10.

15. It appears that in this case, Mr. Bidsal attempted to find a contractual "out" to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or on terms less favorable than he originally envisaged, when he made his July 7, 2017 offer, but more favorable than CLA's August 3, 2017 acceptance of Mr. Bidsal's company valuation price and CLA's "standing on the contract" to buy, rather than sell, based on Mr. Bidsal's market valuation figure --- which interpretation and position the Arbitrator has determined have been proved correct by a preponderance of the evidence, after hearing, and according to law.

16. What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at hearing, resisting strict application of the "specific intent" language quoted and discussed above. Under resumed cross-examination by CLA's counsel on May 9, 2018 --- while acknowledging that CLA/Mr. Golshani was a Section 4.2 "Remaining Member" in respect to Mr. Bidsal's July 7, 2017 offer to buy CLA's 50% Membership Interest in Green Valley for $5 million, which truly represented Mr. Bidsal's best estimate of the value of the Company, when he made his offer, and as he so

expressly stated in his offer --- Mr. Bidsal (A) repeatedly refused to acknowledge that CLA had and duly exercised a Section 4.2 option, alternatively to either sell or buy a 50% Membership Interest in Green Valley based on Mr. Bidsal's offering $5 million as the value of the LLC, and (B) insisted, rather, that (1) CLA's August 3, 2017 response to Mr. Bidsal's July 7, 2017 offer constituted a "counteroffer," and that (2) as a contractual and apparently legal consequence of Mr. Bidsal having been made the recipient of a "counteroffer," he became entitled, as a seller, now, to Section 4.2 optional appraisal rights to determine Green Valley's fair market value or "FMV." Hrg. Tr. at pp. 339:14 -340:10.

17. What Mr. Bidsal apparently found and settled on was a drafting ambiguity in Section 4 of the Green Valley Operating Agreement --- i.e., "FMV," which ambiguity the Arbitrator has determined somehow found its way into Section 4.2 late in the process --- and using that ambiguity to argue that "FMV" could only mean third-party expert-appraised fair market value was required in the circumstances. Under Section 4.2 of the Green Valley Operating Agreement, the "Remaining Member" (CLA) has the option to sell or buy "the [50%] Membership Interest" put in issue by the Offering Member, "based upon the same fair market value (FMV)" set forth in the Offering Member's Section 4.2-compliant offer --- which valuation of the Company the Offering Member "thinks is the fair market value" of the Company. Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 "buy-sell." contending that Section 4 should be interpreted in his favor because Mr. Golshani was its draftsman. While Mr. Golshani had some role in what became Section 4, based on the evidence the Arbitrator finds that Mr. Bidsal controlled the final drafting of the Green Valley Commerce, LLC Operating Agreement, and had the last and final say on what the language was before signing the Operating Agreement, and is deemed to be the principal drafter of Section 4.2 of that agreement and therefore bears the burden of risk of ambiguity or inconsistency within the disputed provision. However, the determinations and award contained herein are based upon the testimony and exhibits introduced at the hearing in this matter, and the determination of draftsman is not dispositive. For the reasons set out herein the determinations and award would be made even if Mr. Bidsal's contention that Mr. Golshani was the draftsman of Section 4 were correct.

18. Beyond the parties' signed, closely read, express Section 4.2 specific intent, per se, there is an unanswered logical flaw in Bidsal's position --- which the Arbitrator has determined to be "outcome determinative." That is, Mr. Bidsal's position might be plausible in the situation in which he has found himself on August 3 --- after and in light of CLA's written response to his July 7 offer --- but it does not and cannot work in all "buy-sell" contingencies contemplated by Section 4.2, given that section's formula, specific intent

language and all other language in that section, without Mr. Bidsal sub silentio conceding the correctness of CLA's internally consistent position which "works" in all contemplated Section 4.2 "buy-sell" contingencies.

A. Specifically, without that important concession, Mr. Bidsal would be unable to assign a "FMV" value to the Section 4.2 formula in contingencies in which CLA accepted or deliberately or inadvertently failed to respond to Mr. Bidsal's July 7 offer timely, properly or at all.

B. Under the parties' agreed formula for arriving at the "buyout" price, as set forth immediately above the "specific intent" provision of Section 4.2 --- regardless of who is the buyer --- the buy-out price could not be computed, and Mr. Bidsal's contemplated transaction be completed or performed or enforced, without $5 million being "FMV" in the formula, if CLA, via Mr. Golshani, accepted or ignored the Offering Member's Section 4.2 offer.

19. If that is so, and the Arbitrator finds it is, then, logically as well as fairly under Section 4.2 --- which is an agreed fairness provision of the parties --- then $5 million is the "FMV" for the same buy-out formula, if CLA, as here, opted to buy rather than sell a 50% Membership Interest in Green Valley, LLC, without invoking its optional appraisal rights. Absent a demand by the Remaining Member, Section 4 of the Operating Agreement for Green Valley Commerce, LLC does not require an appraisal to determine the price to be paid by Remaining Member CLA for its purchase of Offering Member Bidsal's membership interest in Green Valley, and Mr. Bidsal had no right to demand an appraisal to determine the price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley Commerce, LLC.

20. Significant among other factors adduced at hearing and in post-evidentiary sessions briefing, the Arbitrator further has determined that:

A. The "triggering" of the parties' Section 4.2 "buy-sell" provisions of the Green Valley Commerce, LLC ("Green Valley") Operating Agreement was under the control of Mr. Bidsal, as the Section 4.2 "Offering Party." What that means in this arbitration is that, among other things, Mr. Bidsal controlled whether and when he made his offer, and what the offering price would be, including whether or to what extent Mr. Bidsal engaged in due diligence to determine Green Valley's fair market valuation including via third-party professional appraisal, if he opted to obtain one preparatory to making his Section 4.2 offer.

B. Once Mr. Bidsal, as the contractually "Offering Party" conveyed his Section 4.2 offer --- and pursuant to the parties' "specific intent" set

forth in that section and discussed elsewhere herein, and as a matter of fundamental, cost-effective fairness between essentially partners, regardless of labels --- Mr. Bidsal contractually surrendered control of what next followed in the Section 4.2 "buy-sell" process to Mr. Golshani, on behalf of "Remaining Member" CLA.

C. There was no contractual residual protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest --- which, under Section 4.2, upon Mr. Bidsal's "triggering" of the same, became "**the** Membership interest" which Mr. Bidsal put in play. Put another way --- although CLA put up about 70% of Green Valley's capital --- CLA and Mr. Bidsal, by agreement, each had a 50% Membership Interest in the Green Valley LLC --- so that, at that point, CLA had the election under the "buy-sell" whether to buy or sell "**the**" 50% Membership Interest in Green Valley put in play by Mr. Bidsal. If CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula, based either on Mr. Bidsal's $5 million valuation of the LLC in his July 7, 2017 Section 4.2 offer. If CLA elected to sell, rather than buy, CLA had the election to have the purchase price, via formula, set in accordance with Mr. Bidsal's offering valuation of $5 million or a (presumably greater) valuation set via contractual third-party appraisal, also under Section 4.2, if Mr. Golshani thought an appraised valuation for purposes of sale of its 50% Membership Interest to Mr. Bidsal would be more favorable to CLA. Thus, Mr. Bidsal had no right to demand an appraisal, and under Section 4.2 Mr. Bidsal was obligated to close escrow and sell his 50% Membership Interest to CLA within 30 days after CLA elected to buy, i.e. by September 3, 2017.

D. Under Section 4.2, CLA, as the Remaining Member, had 30 days from Mr. Bidsal's "triggering" of the "buy-sell" to make its election to buy or sell at the "same" price set forth in Mr. Bidsal's offer or to sell at a presumably higher appraised price --- or as indicated above to deliberately or inadvertently allow the 30-day period to expire without timely, adequate or any written response.

E There is no reference or indication in any earlier draft or other documentation generated prior to, or contemporaneous with, or following execution of the Green Valley Operating Agreement --- pre-dispute --- that an Offering Member retains a reserved right to unilaterally demand an appraisal, following, as here, the Remaining Member's unqualified, written acceptance of the Offering Member's Section 4.2-compliant written offer --- the offer and acceptance both expressly stating, and thus bindingly agreeing, that $5 million is the agreed valuation of the Company for purposes of computing the purchase

and sale price of "the Membership Interest" which was the subject of the parties' Section 4.2-compliant offer and acceptance. [7]

While an earlier version of what became Section 4.2 required that an offer be accompanied by an appraisal, the only reference to an appraisal or appraisal right in the final version of Section 4.2 is "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining members (or any of them) can request to establish FMV based on the following procedure...." To repeat, appraisal rights are triggered only"[i]f the [Offering Member's] offered price is not acceptable to the Remaining Member" and, further, that the Remaining Member requests the "following procedure" of an appraisal "within 30 days of receiving the offer." That 30-day period is exactly the same time limitation on the Remaining Member by which to accept the Offering Member's offers or not. By implication, that logically would foreclose the possibility of Mr. Bidsal, as the Offering Member, having a contractual right to request an appraisal to determine "FMV" as a "second bite at the [Green Valley valuation] apple." Similarly, Section 4.2's use of the word "same" market value would exclude a third-party expert-appraised market valuation right in Mr. Bidsal --- that is, without reading in a provision which just is not there expressly or by fair implication.

F. Mr. Bidsal's contractual interpretation position is irreconcilably inconsistent with the parties' specially included "specific intent" language added to the "buy-sell" provision mechanics.

G. Miscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 "buy-sell," are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures.

H. Mr. Bidsal's "best estimate of the current fair market value of the Company" at $5 million was authorized, prepared and conveyed on Mr. Bidsal's behalf by his lawyer on July 7, 2017. CLA accepted Mr. Bidsal's July 7 offer on August 3, 2017 --- 27 days later. While Mr. Bidsal appears to have had a unilateral right to retract his offer, at any time prior to its acceptance during that 27-day period --- including because of a realization that he had made a mistake in underestimating the then current fair market value of the Company

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[7] Deleted from the execution copy of the Green Valley Operating Agreement, which was signed by the parties, was Mr. LeGrand's earlier language of Section 7 --- which became Section 4 of the final --- that an LLC member's offer under the "buy-sell" was to be accompanied by an appraiser's appraisal. [8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

--- the preponderance of the evidence is that Mr. Bidsal's $5 million conveyed "best estimate" of Green Valley's value in his Section 4.2-compliant offer was the product of careful analysis and forethought and not error -- that is until Mr. Bidsal was informed of CLA's acceptance of his offer and Section 4.2 election to buy, rather than sell, a 50% Membership Interest based on Mr. Bidsal's $5 million valuation of the Company. It was only on August 5, 2017, in express "response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC" --- that Mr. Bidsal for the first time invoke[d] a purported right to establish the FMV by appraisal" "in accordance with Article V, Section 4 of the Company's Operating Agreement."

21. Mr. Bidsal has not sustained his burden of proof under his counterclaim, and is not entitled to any relief thereunder.

22. CLA's motion for reconsideration of the Arbitrator's sustaining Mr. Bidsal's objections to the admission of Exhibit 39 has been denied. Exhibit 39 is not in evidence, and CLA's reference to that exhibit in briefing other than whether or not that exhibit should be in evidence has not been considered.

A. The apparent primary purpose of CLA's attempt to introduce Exhibit 39 into evidence was to establish so-called "pattern evidence" of the parties' intent to include a "forced buy-sell" in the contract over which the parties are in dispute in this arbitration.[8] CLA's stated or ostensible --- but, the Arbitrator believes, secondary --- purpose in attempting to introduce Exhibit 39 is impeachment. Both efforts by CLA fail for the following reasons.

B. There is no contractual specification or limitation on the Arbitrator's broad authority and discretion conferred by operative JAMS Comprehensive Arbitration Rules, specifically Rule 22(d), to make evidentiary rulings and decisions --- including concerning the admission or exclusion of Exhibit 39.

C. Pattern evidence generally requires more than one instance of the alleged pattern --- which in this case is limited to one instance, which is an operating agreement of an unrelated entity, to which Mr. Bidsal was not a party, concerning an unrelated property, and a dispute in another arbitration, details of which bearing on Exhibit 39 the Arbitrator sought to avoid getting into during hearing in this arbitration. Those factors sufficiently weakened CLA's argument that the proffered "pattern evidence" that Mr. Bidsal's prior inclusion of a "buy-sell" provision agreed to by him in the other operating agreement (Exhibit 39)

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[8] Similarly, the Arbitrator has not considered any other instance in which Mr. Bidsal contended that he allegedly had appraisal rights.

raises an inference that he similarly agreed to a "forced" buy-sell in the Green Valley Operating Agreement.

D. Exhibit 39 was not produced by CLA to Mr. Bidsal, prior to its attempted introduction during the June 28, 2018 Merits Hearing evidentiary session. CLA's only justification for its non-production was that Exhibit 39, as documentation used for impeachment, only, need not be produced or identified, prior to attempted use for that limited purpose during hearing. With respect, the Arbitrator has not been persuaded that Exhibit 39 was withheld from production solely for impeachment at hearing.

24. Paragraph 1 of the relief granted to CLA in this Final Award contains the following language:

"Within ten (10) days of the issuance of the final award in this arbitration, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed via the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute and deliver any and all documents necessary to effectuate such sale and transfer."

Mr. Bidsal's obligation to transfer his 50% interest to CLA pursuant to Section 4.1 of the Green Valley Operating Agreement's, as well as CLA's request for relief in its arbitration demand, necessarily imply and contemplate that the subject interest at the time of transfer must be "free and clear of all liens and encumbrances" --- as the price for that interest under Section 4.1 is to be calculated on the same --- plus via means and within a time after a final arbitration award is issued, by which Mr. Bidsal must effect and complete that transfer --- here, within ten (10) days of the issuance of the final award, pursuant to the execution and delivery of all documents necessary to effectuate the sale and transfer of Mr. Bidsal's 50% interest in Green Valley, LLC.

IV
ATTORNEYS' FEES AND COSTS

25. Having been determined the prevailing party on the merits of the parties' contentions in this Merits Hearing, CLA is entitled to recover its attorneys' fees, costs and expenses as provided under Article III, Section 14.1 of the Green Valley Operating Agreement, which provides, in pertinent part that "at the conclusion of the arbitration, the arbitrator shall award the costs and

expenses (including the cost of the arbitration previously advanced and the fees and expenses of attorneys, accountants, and other experts) to the prevailing party."

26. The Arbitrator has carefully considered and weighed the evidence and other written submissions of the parties in connection with CLA's Section 14.1 attorneys' fees and costs application --- including weighing and consideration of the so-called Brunzell factors, under Nevada law[9] --- and has determined that CLA should be awarded $298,256.900, as and for contractual prevailing party attorneys' fees and costs and expenses reasonably incurred in connection with this arbitration.

27. The $298,256.00 amount to be awarded to CLA against Mr. Bidsal, as and for contractual prevailing party attorneys' fees and costs, has been computed as follows.

A. The full amount of CLA's requested attorneys' fees and costs through September 5, 2018, which is the last date of billed services rendered and costs and expenses incurred, per CLA's October 30, 2018 application for attorneys' fees and costs is $266,239.82.[10]

B. The full amount of additional requested attorneys' fees and costs through February 28, 2019, per CLA's supplemental application for attorneys' fees and costs (denominated, "Additional Presentation") is $52,238.67.

C. CLA's share of Arbitrator's compensation and JAMS management fees and expenses since the last JAMS invoice of 12/19/2018 submitted by CLA's counsel in its Additional Presentation --- including the Arbitrator's time since last JAMS billing to the date of the rendering of this Final Award --- is $6,295.00.

D. The aggregate of the sum of those amounts --- i.e., $324,773.49 -- should and will be reduced by $26,517.26, computed as follows: (1) $13,158.63, representing CLA's attorneys' fees and costs billed in connection with CLA's unsuccessful Rule 18 cross-motion (but not CLA's successful defense of Mr. Bidsal's Rule 18 cross-motion, in the amount of $11,800.00), (2) $12,000.00, representing a discretionary downward adjustment of CLA's attorneys' fees reasonably incurred, primarily after September 5, 2018, based on the Arbitrator's

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[9] Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345 (1969)("Brunzell").

[10] The full amount of CLA's requested attorneys' fees and costs through September 5, 2018 has been corrected to $266,239.92 from $249,078.75, the figure set forth in Paragraph 3 of Section V of the Interim Award.

careful consideration of CLA's initial application and Additional Presentations and Mr. Bidsal's objections to CLA's requested attorneys' fees, exclusive of his Rule 18 objection (which is covered under item (A), above), and (3) $1,358.63, as and for Mr. Golshani's Las Vegas-related expenses in connection with this arbitration.

After weighing and considering all relevant considerations and in the exercise of the Arbitrator's discretion ---- the Arbitrator has determined that not all of that billed additional attorney and paralegal time can or should included in the Final Award and that the ultimate amount to be awarded in this Final Award is correct and appropriate in the circumstances.

The discretionary downward adjustment of $12,000.00 from CLA's approximately $41,000.00 additional attorneys' fees requested since issuance of the Interim Award should not be interpreted as any direct or indirect criticism of CLA's counsel's decision-making and tasking at any time during this arbitration --- especially given that substantial attorney time appears to have been prompted by Mr. Bidsal's submissions, throughout this arbitration, as also determined below and elsewhere in this Final Award.

28. A principal determination in connection with CLA's application is that the main reason for the attorneys' fees and related costs being of the magnitude sought by CLA is that Mr. Bidsal, not CLA, was the principal cause and driver of those costs. Notwithstanding that Mr. Bidsal selected the attorney who drew the Operating Agreement (Mr. LeGrand), and that Mr. Bidsal had a key role in determining what became the "signed-off" Section 4 contractual provision which has been at the "core" of the parties' dispute, and notwithstanding the parties' specific contractual Section 4.2 "specific intent" and all the other reasons set out above (as in Par. 20(A) through (H), above), Mr. Bidsal's resistance to complying with his obligations included his conducting a "no holds barred" litigation over the "core" dispute over Section 4 contractual interpretation were the main drivers of the high costs of this litigation. "Parties who litigate with no hold barred in cases such as this, in which the prevailing party is entitled to a fee award, assume the risk they will have to reimburse the excessive expenses they force upon their adversaries."[11] --- requiring an arbitration involving attorney-intensive discovery and review of earlier drafts of the Operating Agreement, deposition and hearing testimony of Mr. LeGrand, attorney time to oppose Mr. Bidsal's motion to stay the arbitration and then to develop and demonstrate to the Arbitrator by testimony (including cross-

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[11] Stokus v. Marsh, 295 Cal.App3d 647, 653-654 (1990). Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation." January 8, 2018 Bidsal Opening Brief, at p. 7. Mr. Bidsal's objections to attorneys' fees cite California, as well as Nevada cases.

examination) and extensive briefing why Mr. Bidsal's position, exhibits (e.g., Exhibit 351) and contentions concerning his claimed right of appraisal, in lieu of a $5 million "FMV", did not have merit --- were the main drivers of the high costs of this litigation, also knowing of the Section 14.1 consequences, if and as he has lost his unavailing fight for an unavailable rights of appraisal. CLA was required to have two senior attorneys (i.e., Rodney Lewin, Esq. and Louis Garfinkel, Esq.) because --- while Mr. Lewin, was CLA's lead counsel --- he is not admitted in Nevada, whose law governed the "core" Section 4.2 provision, as well as the Section 14.1 "prevailing party" attorneys' fees and costs provision --- and Mr. Garfinkel is admitted in Nevada and, further attended the deposition of Mr. LeGrand, which was taken in Nevada. It is also material that there was a symmetry in representation between the teams representing the parties. Mr. Bidsal was represented in this arbitration by three attorneys (Messrs. Shapiro and Herbert (NV) and Mr. Goodkin (CA), two of whom appeared for each deposition.

The applicability of Nevada substantive law and the provision for a Nevada venue for the Merits Hearing evidentiary sessions does not require or, without more, persuade the Arbitrator that Las Vegas, Nevada rates should be a "cap" or "prevailing market" hourly rate for purposes of determining the reasonable attorney's fees of a Section 14.1 prevailing party in this arbitration. Mr. Bidsal has not cited any case so requiring or that Las Vegas is the sole relevant legal market, regardless, for determining reasonable hourly rates for legal services.[12] Both sides had Southern California counsel, as well as Nevada counsel, as part of their trial teams and Messrs. Bidsal and Golshami are residents of Southern California. While the Arbitration Demand stated that the arbitration should be held in Las Vegas, it was at Mr. Bidsal's behest, later, that the Merits Hearing evidentiary sessions were held in Las Vegas, rather than in Southern California.

In the circumstances of this hotly contested case, and with the Arbitrator being familiar with prevailing hourly rates for legal services in both Las Vegas and Southern California, the $475/hr, with 42 years experience, and $395/hr for 60 years experience for Messrs Lewis and Agay and Mr. Garfinkel's rate of $375/hr for 30 years experience, were reasonable,[13] as were their billed hours of service, in the circumstances.[14] That is so notwithstanding the

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[12] But see Reazin v. Blue Cross & Shield, 899 F.2d 951, 983 (10th Cir. 1990) (affirmance of district court award attorneys' fees award, including based on out-of-state (Jones Day) hourly rates which exceeded those of local (Wichita) attorneys).

[13] The hourly rates of Messrs. Lewin and Agay are below comparable Southern California prevailing hourly rates for comparable legal services and relevant experience.

[14] That is so, particularly after a pre-application downward adjustment of approximately $28,000 in the amount of CLA's billed attorneys' fees.

considerable cross-traffic of briefing which, in the circumstances, appears to have been largely unavoidable, as well as, on balance, helpful to the Arbitrator, and thus, should not be the subject of penalty (including denial of prevailing party recovery).

However, under the authority of Nevada law --- in contrast to California law and, generally, law elsewhere --- CLA is not entitled to its attorneys' fees and costs incurred in connection with its Rule 18 cross-motion which --- along with Mr. Bidsal's cross-motion --- was denied. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.2d 730, 726-737 (2008). As CLA's attorneys' fees in connection with the cross-motions in the amount of approximately $23,600 cannot meaningfully or cost-effectively be segregated by cross-motion, the Arbitrator has determined that one half of that amount --- i.e., $11,800 --- should not and will not include CLA's Rule 18 fees and costs incurred as part of CLA's awardable prevailing party fees and costs. In addition, Mr. Golshani's Las Vegas-related travel and accommodation expenses of $1,358.63 will also not be included as recoverable legal fees or costs.

Both sides have waived any objection which they had or may have had to a more detailed (e.g., factor-by-factor) and/or full-bodied analysis or discussion of the Bunzell factors in this Final Award or in the Interim Award. That is because neither side submitted any request for any such analysis or discussion, timely or at all, for inclusion of the same in this Final Award, after having been expressly afforded the opportunity to make such a request by February 28, 2019, 4:00 p.m. in the 7th subparagraph of Paragraph 23 of the Interim Award --- expressly subject to waiver of objection under JAMS Comprehensive Arbitration Rule 27(b) (Waiver) for failure to timely make such a request.[15]

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In addition, the relative amounts of total hours billed among CLA's counsel and a paralegal appear for this engagement to be in balance.

[15] The 7th subparagraph of Paragraph 23 of the Interim Award, at p. 19 thereof, states as follows:

"Upon receipt of written request by either side, by February 28, 2019, 4:00 p.m. (PT), the Arbitrator will consider preparing and including in the final award a more detailed explanation, including via Brunzell factor-by-factor analysis. If neither side timely requests a more full-bodied analysis and/or discussion of the Brunzell factors than the salient factors and considerations hereinabove set forth, any subsequent objection based on Brunzell should and will be deemed waived. See JAMS Comprehensive Arbitration Rule 27(b) (Waiver)."

V
RELIEF GRANTED AND DENIED

Based on careful consideration of the evidence adduced during and following the evidentiary hearings held to date, and the determinations hereinabove set forth, and applicable law, and good cause appearing, and subject to further modification as permitted by law and JAMS Comprehensive Arbitration Rules and Procedures, the Arbitrator hereby grants and denies relief in this Final Award, and it is adjudged and decreed, as follows:

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

2. Mr. Bidsal shall take nothing by his Counterclaim.

3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of $298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.

4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.

5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

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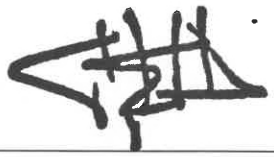
6. This Final Award resolves all claims, affirmative defenses, requests for relief (including requests for reconsideration) and all principal issues and contentions between the parties to this arbitration.

Except as expressly granted in this Final Award, all claims and requests for relief, as between the parties to this arbitration, are hereby denied.



Dated: April 5, 2019

STEPHEN E. HABERFELD
Arbitrator

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: CLA Properties, LLC vs. Bidsal, Shawn
Reference No. 1260004569

I, Anne Lieu, not a party to the within action, hereby declare that on April 05, 2019, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Los Angeles, CALIFORNIA, addressed as follows:

Rodney T. Lewin Esq.
L/O Rodney T. Lewin
8665 Wilshire Blvd.
Suite 210
Beverly Hills, CA 90211
Phone: 310-659-6771
rod@rtlewin.com
Parties Represented:
CLA Properties, LLC

Louis E. Garfinkel Esq.
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Parties Represented:
CLA Properties, LLC

James E. Shapiro Esq.
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Parties Represented:
Shawn Bidsal

Daniel Goodkin Esq.
Goodkin & Lynch
1875 Century Park East
Suite 1860
Los Angeles, CA 90067
Phone: 310-853-5730
dgoodkin@goodkinlynch.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles, CALIFORNIA on April 05, 2019.

Anne Lieu
alieu@jamsadr.com

EXHIBIT 182

From: ben@claproperties.com
Sent: 6/30/2019 12:04:01 PM
To: 'Shawn Bidsal'
Cc: 'lita@claproperties.com'
Subject: Green Valley

Shawn, please send me the financial statement and a copy of the tax return for 2018 of Green Valley and Country Club. Also I appreciate emailing me the up do date 2019 Financial statement.

Ben

EXHIBIT 183

From: ben@claproperties.com
Sent: 8/20/2019 3:27:08 PM
To: 'shawn bidsal'
Subject: RE: Tax returns

I appreciate that. All CPAs prepare the tax returns electronically. Is there any reason that Mr. Main does not do it?

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Tuesday, August 20, 2019 3:11 PM
To: ben@claproperties.com
Subject: Re: Tax returns

i do not have them electronically, i already mailed them to you, if you want, i can scan them again and send them to you,

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

On Tuesday, August 20, 2019, 03:04:50 PM PDT, <ben@claproperties.com> wrote:

Shawn, please forward to me the tax returns that our CPA emailed you for Country Club and Green Valley. I need the returns electronically.

Ben

EXHIBIT 184

From: lita@golllc.com
To: "Golco"
Subject: FW: Country Club and Green Valley 2017 Tax Returns
Date: Sunday, June 14, 2020 9:56:32 AM

This is our second follow up for the 2017 Tax Return

From: lita@claproperties.com [mailto:lita@claproperties.com]
Sent: Wednesday, September 12, 2018 10:23 AM
To: 'shawn bidsal'; 'Danielle Pina'
Cc: 'Henry Manabat'; 'Nora Valenzuela'
Subject: Country Club and Green Valley 2017 Tax Returns

Dear Mr. Bidsal and Danielle,

We have not receive the 2017 Tax Return from Country Club and Green Valley Commerce for CLA Properties. Since CLA is an entity is with partner we need to have K1 in order for us to file our 2017 Tax Return.

Please send us copy of filed tax return by Friday, Sept 14, 2018.

Thank you.

Lita

EXHIBIT 185

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
O: (702) 318-5033

Douglas D. Gerrard, Esq.
GERRARD COX LARSEN
2450 St. Rose Pkwy., Suite 200
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O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL, an individual

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

SMITH & SHAPIRO, PLLC
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CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF INTERROGATORIES TO SHAWN BIDSAL

TO: RESPONDANT CLA PROPERTIES, LLC ("***CLA***"), and

TO: RODNEY T. LEWIN, ESQ., its attorney, and

TO: LOUIS E. GARFINKEL, ESQ., its attorney.

Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, serves his Initial Response to the Respondent CLA's First Set of Interrogatories as follows:

INTERROGATORY NO. 1: If the Judgment affirming the April 5, 2019 Award in JAMS Arbitration 1260004569 is not reversed on appeal, state the amount of money (excluding any offsets) that YOU contend would be the PURCHASE PRICE.

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APPENDIX (PX)001878

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RESPONSE: Bidsal objects to this Interrogatory as calling for speculation. Without waiving said objection, Bidsal contends that the calculation of the PURCHASE PRICE is currently the subject of the present arbitration which was brought to ascertain the PURCHASE PRICE, thus any such speculation, prior to a decision by the arbitrator would be premature and conjectural. The proper calculation of the PURCHASE PRICE can only be determined once the effective date of the transfer is identified. Without waiving said objections, assuming that CLA is the purchaser and Bidsal is the seller, and further assuming an effective date of September 2, 2017[1] (the "***Effective Date***"), Bidsal's calculation of the PURCHASE PRICE is: $1,889,010.35, plus accrued interest from the Effective Date until paid in full, plus management fees from the Effective Date forward. This response relies upon preliminary data from Bidsal's expert witnesses. If and to the extent that the data received from the expert witnesses changes, Bidsal's response to this Interrogatory will likewise change. Bidsal reserves the right to supplement his response to this Interrogatories as discovery progresses and as additional information is made available.

INTERROGATORY NO. 2: If the Judgment affirming the April 5, 2019 Award in JAMS Arbitration 1260004569 is not reversed on appeal, set forth in detail YOUR calculation of the PURCHASE PRICE.

RESPONSE: *See* Bidsal's Objections and Responses to Interrogatory No. 1, which are incorporated herein by this reference. Without waiving the forgoing objections, the calculation is as follows:

FMV	=	$5,000,000.00
- COP	=	$3,136,430.58
= Subtotal	=	$1,863,569.42
- 50%	=	$ 931,784.71
+ Capital Contributions	=	$ 957,225.64
Purchase Price	=	$1,889,010.35
+ Interest	=	TBD
+ Mgmt. Fees	=	TBD

This response relies upon preliminary data from Bidsal's expert witnesses. If and to the extent that the data received from the expert witnesses changes, Bidsal's response to this Interrogatory will likewise change. Further, Bidsal reserves the right to supplement his response to these Interrogatories as discovery progresses and as additional information is made available.

[1] *See* CLA's Response to Bidsal's Interrogatory No. 1.

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INTERROGATORY NO. 3: DESCRIBE each DOCUMENT that YOU contend supports YOUR calculation of the PURCHASE PRICE as set forth in YOUR response to Interrogatory Nos. 1 and 2.

RESPONSE: *See* Bidsal's Objections and Responses to Interrogatory No. 1, which are incorporated herein by this reference. Bidsal further objects to this Interrogatory as overbroad, burdensome, and not proportional to the needs of the case. This Interrogatory goes beyond asking for a list of the documents upon which Bidsal is relying, and asks for all documents which support Bidsal's calculation. The list of all documents which support Bidsal's calculation is exceedingly large, but also irrelevant as Bidsal may or may not be relying upon them. Without waiving said objection, see Bidsal's disclosures and all supplements thereto, as well as the disclosures from Clifton Larson Allen, all documents produced by CLA, and the expert disclosures which will be produced by Bidsal by the appropriate deadline.

INTERROGATORY NO. 4: If YOU contend that YOU are entitled to compensation for SERVICES state each and every fact that supports YOUR contention.

RESPONSE: Bidsal objects to this interrogatory in that it defines SERVICES as having the "same meaning used by [Shawn Bidsal] in [Shawn Bidsal's] demand for arbitration…" . Bidsal objects to this mischaracterization of evidence, as the term is not one that is/was given meaning by Bidsal alone, but rather is the term, as utilized, in the Green Valley Commerce, LLC ("***GVC***") Operating Agreement, Article II, OFFICES AND RECORDS, Section 03, Records., paragraph e(i) and Article V, MEMBERSHIP INTEREST, Section 01, Contribution to Capital. Further, the interrogatory is vague in that it fails to distinguish between the services rendered prior to the Effective Date of the transfer and services provided after the Effective Date of the transfer. Without waiving said objection, Bidsal asserts that the GVC Operating Agreement delineated that contributions to the capital of the company may be made by services rendered. Bidsal has rendered services over the lifetime of Green Valley Commerce LLC and as such is entitled to an accounting for said services rendered. Further, to the extent that Bidsal has rendered services after the Effective Date of the transaction, those services would not be considered to be capital contributions, and as such, Bidsal would need to be separately compensated for them.

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INTERROGATORY NO. 5: If YOU contend that YOU are entitled to compensation for SERVICES rendered to Green Valley Commerce, LLC, INDENTIFY all persons with knowledge of any facts relating to YOUR contention.

RESPONSE: Bidsal objects to this interrogatory as irrelevant, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Bidsal has been rendering services to GVC since before its inception in May 2011. This interrogatory is seeking **every** name, address and phone number for **any** person who has witnessed Bidsal rendering said services over a nine-year period. Such a request is clearly over broad and unduly burdensome.

INTERROGATORY NO. 6: If YOU contend that YOU are entitled to compensation for SERVICES rendered to Green Valley Commerce, LLC DESCRIBE each DOCUMENT and COMMUNICATION supporting YOUR contention.

RESPONSE: *See* Bidsal's Objections and Responses to Interrogatory No's 4 and 5, which are incorporated herein by this reference. Bidsal further objects to this interrogatory as not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of admissible evidence. Bidsal has been rendering services to GVC since before its inception in May 2011. This interrogatory is seeking **every** document and communication related to over nine years of services rendered, which is extremely over broad and unduly burdensome. Further, the amount of compensation which Bidsal is entitled to receive will be established via expert testimony, but the initial expert reports are not due until November 16, 2020. As such, Bidsal will supplement his response to this Interrogatory once the expert reports become available.

INTERROGATORY NO. 7: If YOU contend that YOU are entitled to compensation for SERVICES rendered to Green Valley Commerce, LLC set forth in detail YOUR calculation of the amount that YOU contend YOU should be paid for YOUR services to Green Valley Commerce, LLC.

RESPONSE: Bidsal objects to this Interrogatory as calling for speculation. Without waiving said objection, the amount of compensation can only be determined once the Effective Date of the transfer is identified. Without waiving said objections, Bidsal is unable to provide a calculation of the amount of compensation due and owing to him without the conclusions contained in the expert reports, which

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are not due until November 16, 2020. As such, Bidsal will supplement his response to this Interrogatory once the expert reports become available.

INTERROGATORY NO. 8: If YOUR response to each request for admission served with these interrogatories is not an unqualified admission, for each such request for admission which is not is not an unqualified admission:

(a) State all facts and reasons upon which YOU base YOUR response, including all facts and reasons either (i) upon which YOU base YOUR response and/or (ii) which support YOUR not responding with an unqualified admission; and

(b) IDENTIFY all DOCUMENTS and other tangible things that support YOUR response.

RESPONSE: Bidsal objects to this interrogatory as a multi-part interrogatory with several discrete subparts. Without waiving the forgoing, Bidsal responds as follows:

(a) The term "FMV" is defined in Section 4.1 of the OPAG as "[t]he Remaining Member(s) must provide the Offering Member the complete information of 2 MIA appraisers. The Offering Member must pick one of the appraisers to appraise the property and furnish a copy to all Members. The Offering Member also must provide the Remaining Members with the complete information of 2 MIA approved appraisers. The Remaining Members must pick one of the appraisers to appraise the property and furnish a copy to all Members. The medium of these 2 appraisals constitute the fair market value of the property which is called (FMV)." The FMV as referenced by the formula's contained in the GVC operating agreement was not established per the direction of the operating agreement and cannot be used in the formula.

(b) The term "COP" is defined in Section 4.1 of the OPAG as "'cost of purchase' as it specified in the escrow closing statement at the time of purchase of each property owned by the Company." GVC, at its inception purchased one note and deed of trust and subsequently converted the mortgage into one property, before subdividing the one property into eight separate and discrete parcels and a parking lot (common easement) parcel. GVC then sold three of the eight parcels and purchased one additional parcel. These divisions, sales, and purchases left GVC, in the summer of 2017 as well as today, owning six different parcels,

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only one of which had a closing statement associated with it. Thus, it is a physical impossibility to go back to a closing statement that never existed for the properties owned by GVC in 2017. Further, the formula must take into account the fact that when two of the eight parcels were sold, GVC issued return of capital payments / cost of purchase to its members.

(c) The document responsive to Interrogatory No. 8 is the GVC operating agreement.

INTERROGATORY NO. 9: With respect to each of the "disagreements between the members relating to the proper accounting" as set forth in YOUR Demand for Arbitration, for each such disagreement, state YOUR contentions and for each separately state all facts and reasons upon which YOU base YOUR contention.

RESPONSE: Bidsal objects to this interrogatory as the term "contentions" is vague and undefined. Without waiving said objection, Bidsal asserts that his "contentions" are those delineated in the Arbitration Demand. The facts and reasons upon which Bidsal bases his "contentions" are that the two members of GVC, CLA and Bidsal, are unable to agree upon a method of accounting associated with the member's membership interest, including proper calculation and/or application of the different elements of the purchase price formula contained in the operating agreement.

INTERROGATORY NO. 10: Set forth in detail what you contend were the capital accounts of each the members of Green Valley Commerce, LLC on September 6, 2017.

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RESPONSE: Bidsal objects to this interrogatory as the term "contend" is vague and undefined. Further, Bidsal asserts that the business records of GVC speak for themselves and as such should be relied upon in ascertaining the value of the capital accounts on any given day. Finally, because the purchase price formula considers only the capital contributions, which is different from the capital accounts, the capital account balances is irrelevant to the present dispute.

Dated this 2nd day of October, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Claimant, Shawn Bidsal

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VERIFICATION

I, Shawn Bidsal, do hereby declare under penalty of perjury in accordance with NRS 53.045, that I have read the foregoing **CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF INTERROGATORIES TO SHAWN BIDSAL** and know the contents thereof; that the same is true of my knowledge, except for those matters therein contained stated upon information and belief, and as to those matters I believe it to be true. I declare under penalty of perjury under the laws of the State of Nevada that the forgoing is true and correct.

Shawn Bidsal

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 2nd day of October, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF INTERROGATORIES TO SHAWN BIDSAL**, by emailing a copy of the same, to:

Individual:	**Email address:**	**Role:**
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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EXHIBIT 186

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Douglas D. Gerrard, Esq.
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O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL, an individual

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

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CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIFTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS UPON SHAWN BIDSAL

TO: RESPONDANT CLA PROPERTIES, LLC ("***CLA***"), and

TO: RODNEY T. LEWIN, ESQ., its attorney, and

TO: LOUIS E. GARFINKEL, ESQ., its attorney.

Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, serves his Responses to the Respondent CLA's Fifth Set of Requests for Production of Documents served on January 20, 2021.

REQUEST NUMBER 17: All WRITINGS which REFLECT, MENTION OR REFER to the amount of any interest owed by the Borrower during the time period from June 3, 2011 to and including September 22 2011 under all or any of the following instruments:

(i) the Deed of Trust note dated July 17, 2007 and/or

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(ii) the Deed Of Trust And Assignment of Rents dated July 17, 2007 (recorded in the official records of Clark County , Nevada in Book 20070717 as Instrument # 04925) and/or

(iii) and/or the Assignment of Leases and Rents dated 2007 (recorded in the official records of Clark County, Nevada in Book 20070717 as Instrument # 04926),

all of which are identified in the document produced by Bidsal (as Bidsal 001429) in paragraphs (Recitals) 1A. (ii), (iii) and (iv) thereof. This includes, without limitation, all such references in any COMMUNICATIONS or ACCOUNTING STATEMENTS not heretofore produced.

ANSWER: Bidsal objects that this request is unduly burdensome, as CLA has access to and has been provided all documents responsive to this request that are under Bidsal's control. Bidsal further objects to the request as the term "Borrower" is vague and undefined. Without waiving said objections, *see* Bidsal's initial disclosures and all supplements thereto, to include BIDSAL001429, BIDSAL004091, BIDSAL004093, BIDSAL004176-4185, BIDSAL004277, BIDSAL004279, and BIDSAL004461-4481. Bidsal reserves the right to supplement this list as discovery continues.

REQUEST NUMBER 18: All WRITINGS which REFLECT COMMUNICATIONS between YOU, or anyone on your behalf (including West Coast Investments, Inc) with any person or entity RELATING TO entering into a lease, or extending an existing lease, for any part of any property owned by GREEN VALLEY from and after May 1, 2017 to the date of production.

ANSWER: Bidsal objects that this request is unduly burdensome, as there are literally thousands of documents which would be responsive to this request but would be utterly irrelevant to the issues in dispute and/or which would only have minimal relevance, but which would take a significant amount of time to cull, collect, and produce. Further, CLA has access to all of the books and records of GREEN VALLEY and if CLA feels that these documents are essential to its case, CLA can spend the time to cull through and assemble these documents. Without waiving said objection, *see* Bidsal's initial disclosures and all supplements thereto to include BIDSAL000649-0654, BIDSAL001292-1348, BIDSAL001539-1543, BIDSAL001708-1730, BIDSAL001795-1796, BIDSAL001891-1913, BIDSAL002006-2026, BIDSAL002126-2127, BIDSAL002172-2173, BIDSAL002232-2235, BIDSAL002348-2349, BIDSAL002452-2453, and BIDSAL003916. Bidsal reserves the right to supplement this list as discovery continues.

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REQUEST NUMBER 19: All WRITINGS REFLECTING efforts by YOU, or anyone on YOUR behalf, to market GREEN VALLEY'S properties for lease from and after July 5, 2017, including without limitation:

(i) such records as YOU described on page 60 line 2-6 of your deposition taken on December 15, 2020 (e.g. brochures, internet advertising on LoopNet, Co-star, ACRE and other websites, emails or communications to potential tenants) and

(ii) all WRITINGS REFLECTING payment for such marketing efforts such as advertising contracts, incoices [sic], canceled checks or other records of payment (to show the timing of such efforts).

ANSWER: Bidsal objects that this request is unduly burdensome, as CLA has access to and has been provided all documents responsive to this request. Additionally, this request is redundant to Request No. 18. Without waiving said objection, *see* Bidsal's initial disclosures and all supplements thereto, as well as the disclosures from Clifton Larson Allen to include BIDSAL000649-0654 , BIDSAL001292-1348, BIDSAL001539-1543, BIDSAL001708-1730, BIDSAL001795-1796, BIDSAL001891-1913, BIDSAL002006-2026, BIDSAL002126-2127, BIDSAL002172-2173, BIDSAL002232-2235, BIDSAL002348-2349, BIDSAL002452-2453, BIDSAL003608-3675, BIDSAL003681-3743, BIDSAL003747-3806 and BIDSAL003916. Bidsal reserves the right to supplement this list as discovery continues. Bidsal reserves the right to supplement this list as discovery continues.

Dated this 19th day of February, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on 19th day of February, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIFTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS UPON SHAWN BIDSAL**, through the JAMS e-service system to the following:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	lGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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Steven D. Grierson
CLERK OF THE COURT

APEN
Louis Garfinkel, Esq.
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Email: Lgarfinkel@rsnvlaw.com
Attorneys for Movant CLA Properties, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California limited liability company, Movant (Respondent in arbitration) vs. SHAWN BIDSAL, an individual, Respondent (Claimant in arbitration).	Case No. A-22-854413-J Dept. No. 23 **APPENDIX TO MOVANT CLA PROPERTIES, LLC'S MOTION TO VACATE ARBITRATION AWARD (NRS 38.241) AND FOR ENTRY OF JUDGMENT (VOLUME 10 OF 18)**

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

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Case Number: A-22-854413-J

NOTE REGARDING INCORRECT INDEX

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

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

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

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OPERATIVE PLEADINGS

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

FINAL AWARD
Jams Arbitration No.: 1260044569

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

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

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

FINAL AWARD
JAMS Arbitration No.: 1260005736

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

EXHIBITS

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

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

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

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

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

Motion to Replace Bidsal as Manager

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

"First Motion to Compel"

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

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

Motion No. 3

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

"Second Motion to Compel"

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

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION

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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)

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

"Motion in Limine - Taxes"

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

"Motion in Limine - Tender"

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

"Motion to Withdraw Exhibit"

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

"LeGrand Motion"

App.	PART	EX. No.	DATE	DESCRIPTION

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10A.App.2092

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

Motion re. Attorney's Fees

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

TRANSCRIPTS

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

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

OTHER

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

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

By: /s/ Louis E. Garfinkel
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EXHIBIT 187

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Attorneys for Claimant

JAMS

SHAWN BIDSAL, an individual

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited liability company,

Respondent.

Reference #:1260005736

Arbitrator: Hon. David T. Wall (Ret.)

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CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S SIXTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS UPON SHAWN BIDSAL

TO: RESPONDANT CLA PROPERTIES, LLC ("***CLA***"), and

TO: RODNEY T. LEWIN, ESQ., its attorney, and

TO: LOUIS E. GARFINKEL, ESQ., its attorney.

Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, serves his Responses to the Respondent CLA's Sixth Set of Requests for Production of Documents served on January 22, 2021.

REQUEST NUMBER 20: A copy of the each of the signed US tax returns filed by YOU, or anyone on YOUR behalf, with the U.S. Internal Revenue Service, along with all supporting schedules, for the tax years 2017, 2018, 2019 and 2020. Provided however that production is limited to only those tax returns that reflect income you received from GREEN VALLEY after August 2, 2017.

///

10A.App.2096

ANSWER: Bidsal objects to this request as irrelevant, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of admissible evidence. Bidsal further objects that this request is unduly burdensome. CLA has access to and has been provided all of Bidsal's K-1s related to GVC, which are the only US tax return documents filed by Bidsal that relate to GVC. Without waiving said objections, *see* Bidsal's initial disclosures and all supplements thereto, as well as the disclosures from Clifton Larson Allen to include CLA_Bidsal 0000534-538, BIDSAL001529-1538, CLA_Bidsal 0000897-905. Bidsal reserves the right to supplement this list as discovery continues. Bidsal reserves the right to supplement this list as discovery continues.

Dated this 22nd day of February, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
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Attorneys for Claimant, Shawn Bidsal

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 22nd day of February, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S SIXTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS UPON SHAWN BIDSAL**, through the JAMS e-service system to the following:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	LGarfinkel@lgealaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq.	dgerrard@gerrard-cox.com	Attorney for Bidsal

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

EXHIBIT 188

AVAILABLE CASH

Green Valley

County C

Total

EXHIBIT 189

Electronically Filed
12/6/2019 8:49 AM
Steven D. Grierson
CLERK OF THE COURT

ORDR

DISTRICT COURT

CLARK COUNTY, NEVADA

IN THE MATTER OF THE PETITION OF CLA PROPERTIES LLC

Case No.: A-19-795188-P
Dept. No.: XXXI

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

This matter came on for hearing for Petitioner's Confirmation of Arbitration Award and Entry of Judgement and Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award, on November 12, 2019. Present at the hearing was, Louis E. Garfinkel Esq. for Petitioner; and James E. Shapiro, Esq. for Respondent. Respondent Shawn Bidsal was also present.

The issues before the Court were whether the Award in favor of Petitioner should be upheld or whether the Arbitrator erroneously interpreted Section 4.2 of the Green Valley Operating Agreement and thus the Award should be vacated.

I. PROCEDERAL AND FACTUAL BACKGROUND

CLA Properties, LLC (Petitioner or CLA) and Shawn Bidsal (Respondent or Mr. Bidsal) were the sole members of Green Valley, LLC (Green Valley), a Nevada limited

liability company, which owns and manages real property in Las Vegas, Nevada. CLA Properties, LLC is solely owned by its principal Benjamin Golshani (Mr. Golshani). Petitioner and Respondent each owned a 50% membership interest in Green Valley.

It is undisputed that Mr. Golshani on behalf of CLA, along with Respondent executed an Operating Agreement for Green Valley (Operating Agreement) on June 15, 2011. Section 4 of Article 5 (Section 4) of the Operating Agreement contained provisions regarding how the membership interest of one member could be purchased and/or sold to the other member. The Operating Agreement allows members to initiate the purchase or sale of one member's interest by the other. These provisions were drafted by third party attorney, David LeGrand, and then were modifications made. More specifically, Section 4 allowed the offering member to buy out the remaining member at a price based upon a valuation of the fair market value of Green Valley. It is then that the remaining member is given the option to buy or sell pursuant to the valuation or demand an appraisal.

Section 4 of Article V commences on page 10 and the relevant portions read as follows:

> **Section 4. Purchase or Sell Right among Members.**
>
> In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 4.2. shall apply.
>
> **Section 4.1 Definitions.**
>
> Offering Member means the member who offers to purchase the membership Interest(s) of the Remaining Member(s). "Remaining members" means the Members who received an offer (from Offering Member) to sell their shares.
> "COP" means the cost of purchase" as it is specified in the escrow closing statement at the time of purchase of each property owned by the Company.

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV"means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

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

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV as detem1ined by Section 4.2, based on the following formula.

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

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

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

On July 7, 2017, Respondent sent Petitioner a written offer to buy Petitioner's 50% membership interest based on an estimate valuation of $5 million. On August 3, 2017, Petitioner instead elected to buy Respondent's 50% membership interest based on the $5 million valuation and without an appraisal. On August 7, 2019, Respondent

refused to sell his interest to Petitioner and instead stated that he had a right to have a fair market value appraisal of his membership interest. The parties disputed whether the Operating Agreement provided that Respondent had a right to seek a fair market valuation of his interest or whether the Agreement provided that Respondent had to sell his share at the $5 million dollar price.

On May 8, 2018 through May 9, 2018, the parties arbitrated the dispute in Las Vegas, Nevada, pursuant to Article III, Section 14.1 of the Operating Agreement.

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

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

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

Arbitrator Stephen E. Haberfeld (Arbitrator) was appointed in JAMS Arbitration Number 1260004569. On April 5, 2019, the Arbitrator entered the Award in favor of Petitioner and ordered Respondent to transfer his 50% membership interest in Green Valley to Petitioner, free and clear of all liens and encumbrances. Further, the Award ordered the transfer by sale at a price computed at $5 million, in accordance with Section 4. Lastly, the Award granted Petitioner $298,256.00 plus attorneys' fees and costs. Conversely, Respondent was awarded nothing on the counterclaim.

On May 21, 2019, Petitioner filed the Petition for Confirmation of Arbitration Award and Entry of Judgment, which asserted that Respondent failed to comply with the Arbitrator's Award. On July 15, 2019, Responded filed an Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award.

Petitioner argued that Respondent is required to transfer his fifty (50%) percent Membership Interest in Green Valley Commerce, LLC (Green Valley), free and clear of all liens and encumbrances, to CLA Properties, LLC. Petitioner further argued the price is specifically to be computed pursuant to Section 4.2 of the Operating Agreement, and with the Fair Market Value portion of the formula fixed as five million dollars. Petitioner contends that the ruling of the Arbitrator both as to the sale price and the attorney fees awarded is correct and should be affirmed.

Respondent argued the Court should vacate the Award because the Arbitrator interpreted Section 4.2 of the Operating Agreement as a "forced buy-sell" agreement. Further, Respondent disagrees with the Arbitrator's findings that the subject contract provision was drafted by Respondent, rather than third-party, David LeGrand. Lastly,

Respondent contends the Arbitrator exceeded his authority by ignoring the plain language definition of "FMV" (fair market value), as stated in the Operating Agreement.

The parties also litigated this matter in Federal Court. On April 9, 2019, Respondent filed a Motion to Vacate an Arbitration Award in United States District Court, District of Nevada. On April 25, 2019, Petitioner filed a Motion to Dismiss for Lack of Subject Matter Jurisdiction. On June 24, 2019, the United States District Court, District of Nevada, granted Petitioner's Motion to Dismiss because the case did not present a federal question. Petitioner filed the present action with the Court.

II. ANALYSIS

At the November 12, 2019 hearing, the parties agreed that this Court has jurisdiction to review the Arbitrator's Award pursuant to Nevada Revised Statute 38.244(2). Moreover, the parties agreed the Court's decision to vacate the Award is properly governed by United States Arbitration Act, 9 U.S.C. § 9. Respondent also analyzed the Motions pursuant to Nevada Revised Statute 38. The parties further agreed that regardless if the Court utilized the federal or state standard, the result would be the same. The dispute is whether the Court should affirm or vacate the Arbitrator's award.

Having reviewed the papers and pleadings on file herein, including, but not limited to, exhibits and affidavits; having heard oral arguments of the parties in excess of ninety minutes, the Court finds that the Arbitration award should be affirmed. The language of the Operating Agreement supports the decision of Arbitrator Haberfeld. (Ex. MM, App 1088). The Court finds that Arbitrator Haberfeld's analysis that the offering

member does not have a right to an appraisal in the instant scenario is supported by the language of the Operating Agreement and the testimony of the witnesses including that of David LeGrand as well as the other evidence presented.

Although Respondent contends that the Arbitrator interpreted Section 4.2 of the Operating Agreement as a "forced buy-sell" agreement, the decision sets forth that the labeling of the Agreement was not the controlling factor, but instead it was the language of the Agreement as supported by the evidence presented at the Arbitration. The fact that the final provision in the Agreement was not the same language initially drafted by Mr. LeGrand has not been shown by Respondent to merit setting aside the Arbitrator's findings under either the federal or state standards. Further, the Arbitrator said that his decision would be the same, even if Mr. Golshani had been the draftsman. See, e.g, 17 of Ex. MM pg 9, APP 1088 at 1097. Thus, whether both parties modified the language in some respect or if Respondent's position is adopted that it was only Mr. Golshani, the outcome is the same–there was not sufficient evidence that the Arbitrator's decision should be vacated based on his interpretation of who drafted the provision.

Further, while Respondent contends the Arbitrator exceeded his authority by ignoring the plain language definition of "FMV" (fair market value), as stated in the Operating Agreement, there is insufficient support or evidence to support that contention. Instead, Arbitrator's Haberfeld's decision clearly articulates the evidence he relied on in making his decision and he supported that decision to the extent necessary to have it affirmed both under state and federal law. While Respondent disagrees with the decision, he has not established pursuant to the plethora of case law cited in both

party's briefs, that his disagreement merits vacating the award. Moreover, to the extent his decision was not as timely as the parties would have wished has not been shown to invalidate the decision. Accordingly, as Petitioner has met its burden to have the award affirmed and Respondent has not met his burden to vacate the award. Thus, the Court must affirm the Arbitrator's award in its entirety.

ORDER

IT IS **HEREBY ORDERED, ADJUDGED, and DECREED** that pursuant to the Operating Agreement, 9 U.S.C. § 9 and Nevada Revised Statute 38.244(2), Petitioner's Confirmation of Arbitration Award and Entry of Judgement is GRANTED. Accordingly, the Court ORDERS Judgment in favor of Petitioner CLA Properties, LLC and against Respondent Shawn Bidsal in accordance with the Award, confirming that Bidsal shall take nothing by his Counterclaim and ordering Bidsal to:

A. Within fourteen (14) days of the Judgment, (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents ($5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.

B. Pay CLA as the prevailing party on the merits of the Arbitration Claim, the sum awarded by the Arbitrator. Specifically, CLA shall recover from Bidsal the sum and amount of $298,256.00 plus interest from April 5, 2019 at the

legal rate, and as and for contractual attorneys' fees and costs reasonably incurred in connection with the Arbitration.

IT IS FURTHER ORDERED ADJUDGED, and DECREED that Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award is DENIED.[1]

Dated this 5th day of December, 2019.

JOANNA S. KISHNER
DISTRICT COURT JUDGE

[1] Any request for fees and/or costs for the present action before the state District Court is not presently before the Court and thus, if any request were to be made it would need to be by separate Motion.

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below via one, or more, of the following manners: via email, via facsimile, via US mail, via Electronic Service if the Attorney/Party has signed up for Electronic Service, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

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for TRACY CORDOBA
JUDICIAL EXECUTIVE ASSISTANT

NA S. KISHNER
STRICT JUDGE
ARTMENT XXXI
AS. NEVADA 89155

EXHIBIT 190

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Attorneys for Plaintiff/Movant, Shawn Bidsal

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SHAWN BIDSAL, Plaintiff/Movant, vs. CLA, PROPERTIES, LLC, a California limited liability company, Defendant.	Case No.

PLAINTIFF SHAWN BIDSAL'S MOTION TO VACATE ARBITRATION AWARD

COMES NOW, Plaintiff Shawn Bidsal ("***Bidsal***") moves, pursuant to 9 U.S.C. §§ 6, 10, and 11 and Rule 7(b)(1) of the Federal Rules of Civil Procedure, to vacate the JAMS Arbitration Award delivered on April 5, 2019 (the "***Award***") in the matter of *CLA Properties, LLC v. Shawn Bidsal*, JAMS No. Reference #:1260004569 (the "***Arbitration Proceeding***").

This Motion is based upon the attached Memorandum of Points and Authorities, the papers and pleadings on file with the Court in this matter, and any oral argument the Court may wish to entertain in the premises.

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DATED this 9th day of April, 2019.

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

This case is about the attempted break-up of a limited liability company, Green Valley Commerce, LLC ("***Green Valley***"), by its members, under the buy-sell provisions of Green Valley's operating agreement (the "***OPAG***"). It is also about the unfair advantage taken by one of the LLC members, CLA Properties, LLC ("***CLAP***"), of the other member, Bidsal, through a twisted interpretation of the OPAG which was never contemplated by either member. The Arbitration Proceeding was brought to sort out the parties' differences in interpretation of the OPAG, yet the arbitrator committed plain error, blatantly recognized but disregarded the law, misconstrued the undisputed facts, and exceeded his powers when rendering the Award in favor of CLAP. In other words, the Arbitrator's ruling ignores the evidence, makes up evidence that does not exist, and interprets the parties' agreement in a way that is expressly contradicted by the express words of the agreement and the documents that can be used to interpret the agreement. Therefore, intervention by the United States District Court is necessary, under the provisions of 9 U.S.C. § 1 *et seq.*, as referenced by the terms of the OPAG.

II.

SUMMARY OF BASIS TO VACATE AWARD

As is set forth in more detail below, the basis on which this Motion to Vacate is based are as follows:

1. The Arbitrator made factual findings to support his desired outcome, which were directly contradicted by the plain, uncontroverted evidence, by:

(a) finding that Section 4 of the Operating Agreement was drafted by Shawn Bidsal. (*See* Sections III(D) and IV(B)(1)(a) of the Motion)

(b) finding that a forced buy-sell agreement or "Dutch Auction" was used in Section 4.2, notwithstanding clear evidence to the contrary. (*See* Sections III(D) and IV(B)(1)(b) of the Motion)

(c) finding that Section 4.2 employed a "form of cost-effective 'rough justice'", when the concept was never part of the drafting of Section 4.2. (*See* Sections III(D) and IV(B)(1)(c) of the Motion)

2. The Arbitrator failed to draw his ruling from the essence of the Operating Agreement. (*See* Sections III(D) and IV(B)(2) of the Motion)

3. The Arbitrator recognized the law, but manifestly disregarded it. (*See* Section IV(B)(3) of the Motion)

4. The Arbitrator exceeded his authority. (*See* Section IV(B)(4) of the Motion)

5. The Award is irreconcilable with undisputed dispositive facts. (*See* Section IV(B)(5) of the Motion)

6. The Arbitrator is guilty of partiality and misbehavior by which the rights of Bidsal have been prejudiced. (*See* Section IV(C) of the Motion)

III.

STATEMENT OF FACTS

A. BIDSAL'S PAST INVESTMENT EXPERIENCE.

Since November 1996 (a period of over twenty (20) years), Bidsal has been investing in and managing real property on a full-time basis. *See* a true and correct copy of pertinent portions of the transcript from the Arbitration Proceeding (the "***Merits Hearing***") attached hereto as ***Exhibit "1"*** and incorporated by this reference herein at 346:15-20 (Appendix Vol. I: APPENDIX53[1]). As a result of Bidsal's business activities and extensive experience, he has developed a strong infrastructure to facilitate the purchase, management and sale of real property. *See* Exhibit "1" at 346:21 – 347:3 (App. Vol. I: APP53-54).

B. BIDSAL'S AND GOLSHANI'S BUSINESS VENTURE.

CLAP's principal and owner, Benjamin Golshani ("***Golshani***"), is Bidsal's cousin with a background in the textile industry. *See* Exhibit "1" at 349:14-16 and 359:1-8 (App. Vol. I: APP55, 65). Recognizing the opportunities available in real estate (an area that Golshani did not have any experience in), in 2009-10, Golshani approached Bidsal about investment

[1] For brevity sake, all future references to "APPENDIX" will be simply made to "APP".

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opportunities. *See* Exhibit "1" at 349:18-23 (App. Vol. I: APP55). Bidsal agreed to partner with Golshani.

Bidsal's infrastructure was already in place when Golshani first approached him, and, over a period of time, they formulated terms of a joint investment. *See* Exhibit "1" at 350:4-8 and 351:9-17 (App. Vol. I: APP56-57). Ultimately, Golshani, through his entity CLAP, invested with Bidsal in Green Valley Commerce, LLC ("***Green Valley***") because of Bidsal's expertise, experience, knowledge, and infrastructure. *See* Exhibit "1" at 395:3-9 (App. Vol. I: APP91).

Golshani and Bidsal agreed that Golshani would put up more money than Bidsal, but that Bidsal would be putting in sweat equity in the form of the management of the property. *See* Exhibit "1" at 115:3-6 (App. Vol. I: APP11). Golshani was more than willing to invest 70% of the funds needed, but that the profit would be split 50/50. *See* Exhibit "1" at 51:6-12 & 216:9-13 (App. Vol. I: APP8 & 26).

C. THE FORMATION OF GREEN VALLEY COMMERCE.

Bidsal located commercial real property at 3 Sunset Way, Henderson, Nevada 89014 (the "***Green Valley Commerce Center***"). *See* Exhibit "1" at 353:6-8 (App. Vol. I: APP59). The Green Valley Commerce Center was subject to a defaulted note, which was an exceptional value because there is greater risk with a note that is subject to potential defenses before it is foreclosed, and a great deal is involved in converting the note to fee simple title. *See* Exhibit "1" at 353:14-354:2 (App. Vol. I: APP59-60).

On May 26, 2011, Bidsal formed Green Valley. *See* Exhibit "1" at 356:13 - 357:5 (App. Vol. I: APP62-63). *See also* a true and correct copy of the Articles of Organization for Green Valley, attached hereto as ***Exhibit "2"*** and incorporated by this reference herein (App. Vol. I: APP98-99).

Ultimately, Bidsal and Golshani were successful in purchasing the note secured by a deed of trust against the Green Valley Commerce Center. *See* Exhibit "1" at 357:21-358:6 (App. Vol. I: APP63-64). Bidsal was ultimately successful, in converting the note into a deed-in-lieu of foreclosure. *See* Exhibit "1" at 358:4-6 and 363:20-25 (App. Vol. I: APP64, 68). On

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September 22, 2011, Green Valley obtained title to the Green Valley Commerce Center. *See* a true and correct copy of the Grant, Bargain, Sale Deed for the Green Valley Commerce Center, attached hereto as ***Exhibit "3"*** and incorporated by this reference herein (App. Vol. I: APP100-4).

D. THE HISTORY, PROPOSAL AND DRAFTING OF GOLSHANI'S BUY-SELL PROVISIONS IN SECTION 4 OF THE OPERATING AGREEMENT.

The Operating Agreement of Green Valley was not agreed upon and signed until after the Green Valley Commerce Center was purchased by Green Valley.

1. The Initial Draft OPAG.

One of the commercial real estate brokers with whom Bidsal had developed a business relationship and who had assisted Bidsal in finding different opportunities, Jeff Chain ("***Chain***"), provided Bidsal and Golshani with a form operating agreement for Bidsal and Golshani to use with Green Valley. *See* Exhibit "1" at 360:11-18 (App. Vol. I: APP66). *See also* a true and correct copy of Chain's June 17, 2011 email with the form operating agreement, attached hereto as ***Exhibit "4"*** and incorporated by this reference herein (App. Vol. I: APP105-30). Chain also introduced Bidsal and Golshani to a transaction attorney, David LeGrand ("***LeGrand***"), to assist them in drafting an operating agreement for Green Valley. *See* Exhibit "1" at 360:23-361:8 (App. Vol. I: APP66-67).

LeGrand made changes to the draft operating agreement before providing it to CLAP and Bidsal; however, neither the original form operating agreement from Chain, nor LeGrand's revised version, contained any buy-sell language. *See* Exhibit "4" (App. Vol. I: APP105-30). *See also* a true and correct copy of LeGrand's June 17, 2011 and June 27, 2011 emails with attachments, attached hereto as ***Exhibit "5" and "6"*** and incorporated by this reference herein (App. Vol. I: APP131-206).

2. LeGrand's Initial Operating Agreement Drafts that the Arbitrator Inexplicably Relied Upon for His Ruling, But Were Undeniably Not Used in the Final Operating Agreement.

LeGrand's first couple drafts of the operating agreement did not contain any language even remotely similar to the Section 4 that ultimately ended up in the OPAG. *See*

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Exhibits "5" and "6". Id. *See also* a true and correct copy of LeGrand's July 22, 2011 email, attached hereto as ***Exhibit "7"*** and incorporated by this reference herein (App. Vol. II: APP207-58). The first buy-sell language appeared in LeGrand's July 22, 2011 draft in the form of right of first refusal ("***ROFR***") language, but was nothing like Section 4. *See* a true and correct copy of LeGrand's July 25, 2011 emails, attached hereto as ***Exhibit "8"*** and incorporated by this reference herein at DL137 & 148-150 (App. Vol. II: APP259-89 at 260, 271-3).

On August 18, 2011, LeGrand introduced new buy-sell language which LeGrand referred to as "Dutch Auction" language (the "***Dutch Auction language***")[2]. *See* a true and correct copy of LeGrand's August 18, 2011 email is attached hereto as ***Exhibit "9"*** and incorporated by this reference herein at DL211-212 (App. Vol. II: APP298-348). This is the first time that true buy-sell language was proposed and LeGrand's Dutch Auction buy-sell language specifically provided that an appraisal would be obtained to set the price at which the membership interest would be sold. *See* Exhibit "9" at DL211. Id. at APP303. LeGrand testified that this language did ***not*** end up in the final executed OPAG. *See* Exhibit "1" at 316:12-15 (App. Vol. I: APP45). Rather, the parties continued to negotiate the terms of proposed operating agreement, and in LeGrand's September 16, 2011 draft of the operating agreement (the 5th iteration), the Dutch Auction buy-sell language had been removed, leaving only the ROFR language. *See* a true and correct copy of LeGrand's September 16, 2011 email, attached hereto as ***Exhibit "10"*** and incorporated by this reference herein (App. Vol. II: APP349-78).

On September 19, 2011, LeGrand sent an email expressing his opinion that "[a] simple 'Dutch Auction' where either of you can make an offer to the other and the other can elect to buy or sell at the offered price **does *not* appear sensible to me**." *See* a true and correct copy of LeGrand's September 19, 2011 email, attached hereto as ***Exhibit "11"*** and incorporated by this reference herein at DL288 *(emphasis added)* (App. Vol. II: APP379-380). Consistent with the

[2] LeGrand readily admitted that his use of the phrase "Dutch Auction" is different than how a "Dutch Auction" is currently defined. *See* Exhibit "1" at 315:13-15 (App. Vol. I: APPENDIX0044). However, LeGrand repeatedly uses the phrase "Dutch Auction" to refer to his proposed buy-sell concept.

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first buy-sell language that required an appraisal, LeGrand's email confirmed that the "Dutch Auction" concept was not sensible nor what the parties were looking for. Id. Attached to that email was a new draft of the operating agreement, which included some new buy-sell language, but which is not even close to what ultimately ended up in Section 4. *See* a true and correct copy of LeGrand's September 20, 2011 email, attached hereto as ***Exhibit "12"*** and incorporated by this reference herein at DL301 *(emphasis added)* (App. Vol. II: APP381-412 at APP394). LeGrand testified that Golshani and Bidsal wanted a buy-sell provision in the OPAG, but LeGrand refused to confirm that it was a "forced buy/sell" even after counsel for Golshani pressed him to do so. *See* Exhibit "1" at 273:8-13 (App. Vol. I: APP41). Rather, LeGrand stated that he was trying to draft a "vanilla style" buy-sell provision. *See* Exhibit "1" at 274:15-17 (App. Vol. I: APP42).

3. Golshani Drafted Buy-Sell Language For The OPAG.

Golshani was not happy with any of the language proposed by LeGrand, and as such, on September 22, 2011, Golshani emailed Bidsal some buy-sell language that Golshani himself came up with. *See* a true and correct copy of Golshani's September 22, 2011 email, attached hereto as ***Exhibit "13"*** and incorporated by this reference herein (App. Vol. II: APP413-6). To be clear, this was language that Golshani drafted and was proposing to Bidsal. Id. Golshani called his initial draft of the proposed language a "ROUGH DRAFT", which, after some modifications, ultimately ended up in Section 4. Id.; *See also* a true and correct copy of the OPAG ultimately executed by the parties, attached hereto as ***Exhibit "14"*** and incorporated by this reference herein at pp. 10-11 (App. Vol. II: APP417-45 at APP427-8). On October 26, 2011, Golshani emailed Bidsal a revised version of his earlier "ROUGH DRAFT", which Golshani identified as "ROUGH DRAFT 2". *See* a true and correct copy of Golshani's October 26, 2011 email, attached hereto as ***Exhibit "15"*** and incorporated by this reference herein (App. Vol. I: APP446-9). Again, Golshani, not Bidsal, was the one who made the changes, and it is this language that was used in the final Operating Agreement. Id.

The changes between ROUGH DRAFT and ROUGH DRAFT 2 are important in helping understand the negotiations and intent of the parties. There is no dispute that Golshani

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drafted the ROUGH DRAFT, nor that he made all of the changes to ROUGH DRAFT 2. See Exhibits "13" and "15" (App. Vol I: APP446-9 & Vol II: APP413-6). One of the changes made by Golshani was intentionally changing the triggering event for a buy-sell transaction from an offer by one member "***to sell his or its Member's Interest*** in the Company to the other Members" to an offer by that member "***to purchase the Remaining Member's Interest*** in the Company." *See* Exhibit "13" and "15" (App. Vol. II: APP413-6, 446-9). *See also* a true and correct copy of a demonstrative exhibit used at the Merits Hearing which explained the proper procedure for a company break-up, attached hereto as ***Exhibit "16"*** and incorporated by this reference herein (App. Vol. II: APP450-1). *See also* Exhibit "1" at 376:17-25, 377:6-8, 378:13-17, and 379:1-4 (App. Vol. I: APP76-79). It is also significant to note that there is no draft that includes both "sell" and "purchase" in the same sentence. Id.

A short time later, Golshani sent a fax to LeGrand containing his ROUGH DRAFT 2 buy-sell language. *See* a true and correct copy of LeGrand's November 10, 2011 email referencing Golshani's fax, attached hereto as ***Exhibit "17"*** an incorporated by this reference herein (App. Vol. II: APP452-3). *See also* Exhibit "1" at 318:7-9 (App. Vol. I: APP46). LeGrand then made a few minor changes to Golshani's ROUGH DRAFT 2, renamed it "DRAFT 2", and circulated the DRAFT 2 to Bidsal and Golshani. *See* Exhibit "14" and "15" (App. Vol. II: APP417-45, 446-9). *See also* a true and correct copy of DRAFT 2, attached hereto as ***Exhibit "18"*** and incorporated by this reference herein (App. Vol. II: APP454-6). *See also* Exhibit "1" at 318:10-14 and 318:23-319:5 (App. Vol. I: APP46-47). However, the differences between ROUGH DRAFT 2 and DRAFT 2 are nominal. *See* Exhibit "15" and "18" (App. Vol. II: APP446-9, 454-6). *See also* a true and correct copy of a demonstrative exhibit from the Merits Hearing comparing the two drafts, attached hereto as ***Exhibit "19"*** and incorporated by this reference herein (App. Vol. III: APP457-8). *See also* Exhibit "1" at 320:11-17 and 321:19-22 (App. Vol. I: APP48-9). Rather, LeGrand simply took Golshani's language and inserted it almost untouched into the Operating Agreement. Id.

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4. Golshani Added an Appraisal Process to the Buy-Sell for Fairness Purposes.

During the course of their discussions, both Bidsal and Golshani wanted to have protections for both parties in equity and fairness. *See also* Exhibit "1" at 381:18-22 (App. Vol. I: APP80). Consequently, an appraisal process was added to the buy-sell provision. *See also* Exhibit "1" at 31:8-14 (App. Vol. I: APP7). Bidsal and Golshani discussed the what-ifs while the OPAG was being prepared and that the buy-sell procedure would begin when one member makes an offer to purchase. *See also* Exhibit "1" at 381:16-25 (App. Vol. I: APP80).

Bidsal explained the mechanics of what they discussed: the initial offer is made on the member's estimate of value. *See also* Exhibit "1" at 382:1-5 (App. Vol. I: APP81). The other side looks at it. *See also* Exhibit "1" at 382:6-7 (App. Vol. I: APP81). If he is willing to sell at that number, they are done. Id. If he is not happy with the number, they go to an appraisal process. *See also* Exhibit "1" at 382:12-15 (App. Vol. I: APP81). Initially, they talked about three appraisers, but it was too cumbersome so they went with two appraisers. *See also* Exhibit "1" at 382:12-383:1 (App. Vol. I: APP81-2). If the other side decided to make a counteroffer, then they would go through the appraisal process to determine FMV, fair market value, by appraisal. *See also* Exhibit "1" at 383:14-17 (App. Vol. I: APP82). At the same time, there was no scenario where one side made an offer to purchase and the other side twisted it around and make a counteroffer to purchase at that number. *See also* Exhibit "1" at 227:13-19 and 383:21-25 (App. Vol. I: APP33, 82). Not only was that not discussed, but Golshani's changes from ROUGH DRAFT to ROUGH DRAFT 2 intentionally made it clear that the triggering event would be an "offer to *purchase*…" as opposed to "an offer to *sell*…". *See* Exhibits "13", "15", and "16" (App. Vol. II: APP413-6, 446-9, 450-1). *See also* Exhibit "1" at 226:1-5, 376:17-25, 377:6-8, 378:13-17, 379:1-4, and 384:1-4 (App. Vol. I: APP32, 76-79, 83).

As more fully described below, if the Remaining Member chose the first option (roman numeral "i"), by accepting the Offering Member's offer to purchase, then they would go to the specific intent provision. *See* Exhibit "1" at 257:11-24 (App. Vol. I: APP37). *See also* Exhibit "14" (App. Vol. II: APP417-45). If the Remaining Member chose the second option (roman

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numeral "ii"), by making a counteroffer, then they would go through the appraisal process and go back to the same specific intent provision. *See* Exhibit "1" at 257:25-258:16 (App. Vol. I: APP37-8). *See also* Exhibit "14" (App. Vol. II: APP417-45). As soon as the Remaining Member made an election to make a counteroffer, they would have to continue with the rest of the sentence and complete an appraisal based on FMV. *See* Exhibit "1" at 262:15-19 (App. Vol. I: APP39). *See also* Exhibit "14" (App. Vol. II: APP417-45).

FMV is a defined word in Section 4.2 as the medium of two appraisals, and it is further defined in Section 4.1 (which refers back to Section 4.2). *See* Exhibit "1" at 263:20-24 (App. Vol. I: APP40). *See also* Exhibit "14" (App. Vol. II: APP417-45). This interpretation is the only logical interpretation and explains why the last paragraph of Section 4.2 uses "this provision" and separately the phrase "…according to the procedure set forth in Section 4." It also explains why the "specific intent" language appears at the end of the buy-sell procedure contained in Section 4.2 as opposed to appearing at the beginning of Section 4.

All told, Bidsal, Golshani, and LeGrand spent more than 6 months negotiating the terms of the proposed OPAG and produced at least seven different revisions before it was ultimately signed. *See* Exhibits "5", "6", "7", "8", "9", "10", "11", "12", and "14" (App. Vol. I: APP131-412; Vol. II: APP417-45). Bidsal never drafted any of the revisions. *See* Exhibit "1" at 208:6-7, 384:18-23, and 387:13-15 (App. Vol. I: APP22, 83, 85). Rather, Golshani brought in hard copies of different versions of the OPAG when he came to Bidsal's office to meet with him. *See* Exhibit "1" at 385:8-12 and 19-21 (App. Vol. I: APP84). To the extent any changes were not made by LeGrand, they were made by Golshani. *See* Exhibit "1" at 152:20-22 (App. Vol. I: APP12).

By August 3, 2012, the OPAG had been signed by Bidsal and Golshani. *See* Exhibit "14" (App. Vol. II: APP417-45). *See also* a true and correct copy of an August 3, 2012 email sent to Bidsal, attached hereto as ***Exhibit "20"*** and incorporated by this reference herein (App. Vol. III: APP459-89). *See also* Exhibit "1" at 213:22-25 (App. Vol. I: APP24). While the language of Section 4 in the signed OPAG was slightly different than Golshani's ROUGH DRAFT 2, the changes are minor and were made by Golshani prior to signing. *See* Exhibit "1"

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at 214:4-11 (App. Vol. I: APP25). *See also* Exhibits "14" and "15" (App. Vol. II: APP417-49). More importantly, the intent of the parties that the initial offer ***not be*** an offer to buy or sell, but solely an offer to buy, remained.

E. THE MANAGEMENT AND OPERATION OF GREEN VALLEY.

After Green Valley acquired the Green Valley Commerce Center, Bidsal and Golshani decided to sell some of the buildings. *See* Exhibit "1" at 365:3-7 (App. Vol. I: APP70). As part of this process, Bidsal subdivided the Green Valley Commerce Center into separate buildings, creating a building association, conducting a reserve study for the building association, and commissioning survey work. *See* Exhibit "1" at 365:18 - 366:11 (App. Vol. I: APP7-1). Bidsal did "most of the work" in handling the subdivision process and working with the surveyors and Bidsal, alone, handled the management and leasing of the Green Valley Commerce Center. *See also* Exhibit "1" at 114:9-15 & 19-21 (App. Vol. I: APP10).

Ultimately, Bidsal, as part of his management activities, was able to sell buildings B, C, and E of the Green Valley Commerce Center for a profit. *See* Exhibit "1" at 369:4-5 (App. Vol. I: APP73). Further, when the buildings sold, the proceeds from one of the properties were used to purchase a new property through a 1031 exchange. *See* Exhibit "1" at 369:17 - 370:1 (App. Vol. I: APP60). The proceeds from the sale of the other two buildings were paid to Golshani and Bidsal for their respective capital percentages. Id. The formula used to determine the allocation of proceeds is contained in Exhibit B of the OPAG. *See* Exhibit "1" at 389:19-24 (App. Vol. I: APP8). *See also* Exhibit "14" (App. Vol. II: APP417-45).

Even though Golshani took a very limited personal role in the sale of a property, every sale was done with Golshani's approval. *See* Exhibit "1" at 373:18-20 (App. Vol. I: APP75). Golshani admitted that Bidsal would send him emails with information about the properties and their values "all the time." *See* Exhibit "1" at 175:19-23 (App. Vol. I: APP21). *See also* Exhibit "21" (App. Vol. III: APP490-518). Following the sales, Green Valley still owns five buildings in the Green Valley Commerce Center, and another property in Arizona. *See* Exhibit "1" at 370:18-23 (App. Vol. I: APP74).

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F. MISSION SQUARE.

If there was any doubt left as to who drafted Section 4 of the OPAG, that doubt was resolved in early 2013. In April 2013, Golshani and Bidsal formed another company, Mission Square, LLC ("***Mission Square***"), using the Green Valley OPAG as the starting point, which, according to LeGrand "**is based upon the GVC OPAG *that has Ben's language on buy sell***." *See* a true and correct copy of LeGrand's June 19, 2013 email, attached hereto as ***Exhibit "23"*** and incorporated by this reference herein at 1. *(emphasis added)* (App. Vol. III: APP526-84). LeGrand's reference to "Ben's language" is based, in part, on the fact that Golshani, over the course of several drafts, perfected the buy-sell language and spearheaded the corrections with LeGrand. *See* Exhibit "1" at 389:8-14 (App. Vol. I: APP86). No testimony was presented by Golshani to undermine the parties' understanding at that time.

G. THE INITIATING BUY-OUT OFFER AND GOLSHANI'S ATTEMPT TO CHANGE THE TERMS OF THE TRANSACTION.

Consistent with ROUGH DRAFT 2, on July 7, 2017, Bidsal made a written offer ***to purchase*** CLAP's Membership Interest in the Company pursuant to Section 4, at a price based upon an estimate of the Company's total value of $5,000,000.00, which Bidsal *thought* was the fair market value, derived without the benefit of a formal appraisal (the "***Initial Offer***"). *See* Exhibit "1" at 331:15-20 (App. Vol. I: APP50). *See also* a true and correct copy of Bidsal's July 7, 2017 letter, attached hereto as ***Exhibit "24"*** and incorporated by this reference herein (App. Vol. III: APP585-6). The $5,000,000 value was Bidsal's estimate of the value of Green Valley. *See* Exhibit "1" at 390:1-5, and 390:21-22 and Exhibit "36" at 333:10-12 (App. Vol. I: APP87, App. Vol. V: APP1052-57 at APP1057). Bidsal initiated the process to buy Green Valley because he wanted to finish the deal and move on. *See* Exhibit "1" at 390:14-20 (App. Vol. I: APP87). Bidsal did not obtain an appraisal before making the offer.

Notwithstanding Bidsal's openness to Golshani during the entire ownership period, behind the scenes, on July 31, 2017, Golshani obtained an appraisal from Petra Latch, MAI indicating that the Green Valley Commerce Center was worth more than originally thought. *See* Exhibit "36" at 156:7-10 (App. Vol. V: APP1052-57 at APP1054). *See also* a true and

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correct copy of the appraisal attached hereto as ***Exhibit "25"*** and incorporated by this reference herein (App. Vol. IV: APP587-823).

Notwithstanding the fact that Golshani specifically changed the language of Section 4 from an offer to *sell* to an offer to *purchase* when the Operating Agreement was being negotiated, Golshani attempted to take advantage of Bidsal by trying to twist Bidsal's offer to *purchase* into an offer to *sell*. *See* Exhibits "13", "15", and "16" (App. Vol. II: APP413-6; APP446-51). *See also* Exhibit "1" at 376:17-25, 377:6-8, 378:13-17, and 379:1-4 (App. Vol. I: APP76-9). Specifically, on August 3, 2017, Golshani / CLAP provided a response in which Golshani inappropriately attempted to convert Bidsal's Initial Offer to *purchase* into an offer by Bidsal to *sell* Bidsal's membership interests in the Company without the benefit of Bidsal obtaining an appraisal. *See* a true and correct copy of CLAP's August 3, 2017 response letter, attached hereto as ***Exhibit "26"*** and incorporated by this reference herein (App. Vol. IV: APP824-5).

Because Golshani had specifically agreed that the Initial Offer would not be an offer to *sell*, but instead, solely an offer to *purchase*, on August 5, 2017, Bidsal sent a letter back to CLAP, requesting that the appraisal process contemplated from the beginning be utilized. *See* a true and correct copy of Bidsal's August 5, 2017 letter attached hereto as ***Exhibit "27"*** and incorporated by this reference herein (App. Vol. IV: APP826-7). He informed Golshani that he needed to initiate the appraisal process because if a counteroffer is made, then they need to go to the FMV and it is defined as the medium of two appraisals in Section 4.2. *See* Exhibit "1" at 391:4-11 (App. Vol. I: APP88).

On August 28, 2017, Golshani and CLAP sent another letter to Bidsal, continuing to insist on an option not contemplated by Section 4 of the OPAG. *See* a true and correct copy of CLAP's August 28, 2017 letter, attached hereto as Exhibit "28" and incorporated by this reference herein (App. Vol. IV: APP828-32).

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H. THE ARBITRATION PROCEEDING.

1. Demand for Arbitration.

On or about September 26, 2017, CLAP filed a Demand for Arbitration with JAMS, requesting an arbitration proceeding before a JAMS arbitrator, with a hearing to take place in Las Vegas, Nevada (the "***Arbitration Demand***"). A true and correct copy of the Demand is attached hereto as ***Exhibit "29"*** and incorporated by this reference herein (App. Vol. V: APP833-8).

In the Arbitration Demand, CLAP described its interpretation of the buy-sell provisions of the OPAG, recited Bidsal's July 7, 2017 initial break-up letter, and identified the issue as Bidsal "has refused to sell his interest, but instead has demanded an appraisal to determine FMV." *See* Exhibit "29" at 2 (end of the second paragraph) (App. Vol. V: APP833-8 at 835). Thus, CLAP brought the Arbitration Proceeding to get an Arbitrator to endorse CLAP's interpretation of the buy-sell provisions of the OPAG, and to force Bidsal to sell his interest in Green Valley to CLAP at a price based upon Bidsal's initial estimate as to the value of Green Valley. CLAP did not articulate any other issues to be decided by the Arbitrator. *See* Exhibit "29" (App. Vol V:APP833-8).

2. Arbitration Merits Hearing.

On or about May 8-9, 2018, the Arbitrator conducted the Merits Hearing in the Arbitration Proceeding. *See* Exhibit "1" (App. Vol. I: APP1-97). *See also* Exhibits "2" through "28", all of which were admitted into evidence at the Merits Hearing (App. Vol. I-IV: APP98-832). The Arbitrator then took the matter under advisement, to render a decision at a later time.

3. Merits Order and Objections to Proposed Awards.

On or about October 9, 2018, five months after the Merits Hearing[3], the Arbitrator entered his Merits Order No. 1. A true and correct copy of the Merits Order No. 1 is attached hereto as ***Exhibit "30"*** and incorporated by this reference herein.

[3] The Arbitrator was supposed to issue his decision much earlier, but granted his own motion to extend the time. Exhibit "1" (APP 1-97), Exhibit "14" § 14 (APP 425), Exhibit "30" (APP 839-54) It is likely that the significant

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In the Merits Order, the Arbitrator defined the entirety of the dispute in the case in Section 3 of the Merits Order, as follows:

> 3. The arbitration --- as briefed, tried, argued and resolved as a business/legal dispute involving "pure" issues of contractual interpretation, between an entity and an individual . . .
>
> The "core" of the parties' dispute is whether or not Bidsal contractually agreed to sell and can be legally compelled to sell his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended the parties agreed Mr. Bidsal has the contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

See Exhibit "30" at 2 (App. Vol. V: APP839-54 at 841).

On or about October 30, 2018, CLAP submitted a proposed Interim Award (the "***Interim Award***"). A true and correct copy of the Interim Award is attached hereto as ***Exhibit "31"*** and incorporated by this reference herein (App. Vol. V: APP855-70). On the same date, CLAP also submitted an application for an award attorneys' fees and costs (the "***Attorneys' Fees Application***"). A true and correct copy of the Attorneys' Fees Application is attached hereto as ***Exhibit "32"*** and incorporated by this reference herein (App. Vol. V: APP871-963). In the Attorneys' Fees Application, CLAP sought an award of $255,403.75 for attorneys' fees and $29,200.07 in costs.

On or about November 20, 2018, Bidsal filed an objection to the Interim Award (the "***Award Objection***"). A true and correct copy of the Award Objection is attached hereto as ***Exhibit "33"*** and incorporated by this reference herein (App. Vol. V: APP964-77). On the same date, Bidsal filed an objection to the Attorneys' Fees Application (the "***Attorneys' Fees Objection***"). A true and correct copy of the Attorneys' Fees Objection is attached hereto as ***Exhibit "34"*** and incorporated by this reference herein (App. Vol. V: APP978-1028).

amount of time that elapsed between the Merits Hearing and the issuance of his decision may have contributed to the error's identified in the Motion.

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On or about January 21, 2019, the Arbitrator delivered his Interim Award (the "***Interim Award***"). A true and correct copy of the Interim Award is attached hereto as ***Exhibit "35"*** and incorporated by this reference herein (App. Vol. V: APP1029-51). In spite of Bidsal's Award Objection and Attorneys' Fees Objection, in the Interim Award, the Arbitrator maintained the same critical incorrect findings as he did in the Merits Order, and awarded to CLAP the incredible sum of $249,078.75 for attorneys' fees and costs, which was 95% of the inflated amounts sought by CLAP in its Attorneys' Fees Application (App. Vol. V: APP1029-51 at APP1034, APP1035, and APP1048).

The Arbitrator further permitted CLAP until February 28, 2019 within which to submit additional declarations and billing statements for attorneys' fees and costs incurred after September 5, 2018 (the "***Attorneys' Fees Supplement***"). Bidsal was given until March 7, 2019 within which to file any objection to the Attorneys' Fees Supplement. The parties were also given until March 7, 2019 within which to submit any proposed corrections to the Interim Award not inconsistent with the determinations or relief granted in the Interim Award.

On or about February 28, 2019, CLAP submitted an Attorneys' Fees Supplement, seeking additional attorneys' fees and costs for a total of $304,061.03 in attorneys' fees and costs. A true and correct copy of the Attorneys' Fees Supplement is attached hereto as ***Exhibit "38"*** and incorporated by this reference herein (App. Vol. VI: APP1093-122). On or about March 7, 2019, Bidsal served his objection to the Interim Award (the "***Interim Award Objection***"). A true and correct copy of the Interim Award Objection is attached hereto as ***Exhibit "39"*** and incorporated by this reference herein (App. Vol. VI: APP1123-5).

4. Final Award.

On or about April 5, 2019, the Arbitrator entered the final Award. A true and correct copy of the Award is attached hereto as ***Exhibit "40"*** and incorporated by this reference herein (App. Vol. VI: APP1126-47). The Award contained essentially the same content as the Interim Award, and granted to CLAP the outrageous sum of $298.256.00 for attorneys' fees and costs. Id.

For the following reasons, the Award should be vacated.

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IV.

STATEMENT OF AUTHORITIES

A. LEGAL STANDARD FOR VACATUR OF ARBITRATION AWARDS.

According to 9 U.S.C. § 10, arbitration awards may be vacated as follows:

> **(a)** In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration—
>
> **(1)** where the award was procured by corruption, fraud, or undue means;
>
> **(2)** where there was evident partiality or corruption in the arbitrators, or either of them;
>
> **(3)** where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
>
> **(4)** where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.
>
> **(b)** If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators.
>
> **(c)** The United States district court for the district wherein an award was made that was issued pursuant to section 580 of title 5 may make an order vacating the award upon the application of a person, other than a party to the arbitration, who is adversely affected or aggrieved by the award, if the use of arbitration or the award is clearly inconsistent with the factors set forth in section 572 of title 5.

9 U.S.C. § 10.

As explained below, the Award should be vacated.

B. THE ARBITRATOR EXCEEDED HIS POWERS.

As stated earlier, under 9 U.S.C. § 10(a)(4), an arbitration award will be vacated if the arbitrator "exceeded [his or her] powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made." 9 U.S.C. § 10(a)(4).

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

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Thus, when an arbitrator strays from interpretation and application of the agreement and effectively '***dispense[s] his own brand of industrial justice***' his or her decision may be unenforceable. Stolt-Nielsen, S.A. v. AnimalFeeds International, 130 S. Ct. 1758, 1767 (2010) (*quoting* Major League Baseball Players Ass'n. v. Garvey, 532 U.S. 504, 509, 121 S. Ct. 1724 (2001))(emphasis added); *See also* ASPIC Eng'g & Constr. Co. v. ECC Centcom Constructors LLC, Case No. 17-16510 (9th Cir., January 28, 2019) ("Thus, we held that the district court properly vacated the award because the arbitrator 'dispense[d] his own brand of industrial justice' by 'disregard[ing] a specific contract provision to correct what he perceived as an injustice.'").

An arbitration decision may be vacated when the arbitrator exceeds his or her powers because the task of an arbitrator is to "interpret and enforce a contract, not to make public policy." Id. at 1767-68. An arbitrator cannot "simply impose [his or her] own view of sound policy." Id.

A district court may overturn the arbitrator's decision where "the arbitrator act[s] outside the scope of his [or her] contractually delegated authority, ***issuing an award that simply reflect[s] [his or her] own notions of justice*** rather than draw[ing] its essence from the contract." Oxford Health Plans, LLC v. Sutter, 569 U.S. 564, 569, 133 S. Ct. 2064 (2013)(emphasis added). This is especially true, where the arbitrator tries to justify an aware based on "past practice" and, in the process, disregards a specific contract provision to correct what he or she may perceive as an injustice. Pacific Motor Trucking Co. v. Automotive Machinists Union, 702 F.2d 176 (9th Cir. 1983). Although an arbitrator has great freedom in determining an award, he or she may not "dispense his [or her] own brand of industrial justice." Id. (*quoting* United Steelworkers of America v. Enterprise Wheel & Car Corp., 363 U.S. 593, 597, 80 S. Ct. 1358, 1361 (1960)).

1. The Arbitrator Made Factual Findings To Support His Desired Outcome Which Were Directly Contradicted By The Plain, Uncontroverted Evidence.

Apparently having made up his mind how he wanted to rule from the very beginning, the Arbitrator made factual findings to support his desired outcome which were

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directly contradicted by the plain, uncontroverted evidence. Specifically, the Arbitrator found that: (a) Section 4 of the Operating Agreement was drafted by Shawn Bidsal; (b) a forced buy-sell agreement or "Dutch Auction" was used in Section 4.2, notwithstanding clear evidence to the contrary; and (c) Section 4.2 employed a "form of cost-effective 'rough justice'", when the concept was never part of the drafting of Section 4.2.

These factual findings were important to the Arbitrator's ultimate outcome because of the legal principal that a contract provision is to be construed against the party who drafted it. Williams v. Waldman, 108 Nev. 466, 473, 836 P.2d 614, 619 (1992). In making these incorrect factual findings, the Arbitrator was then able to apply the law to the incorrect facts in a manner that gave him his predetermined result.

(a) The Undisputed Evidence Clearly Demonstrated That Section 4 of the Operating Agreement was drafted by Golshani, not Bidsal.

Ignoring numerous Exhibits and witness testimony, the Arbitrator astoundingly found that Section 4 of the Operating Agreement was drafted by Bidsal. (*See* Exhibit "40" at 5 (fn. 5) and 9 (¶ 17) (App. Vol. VI: APP1126-47 at APP1131 and APP1135). However, the voluminous evidence presented to the Arbitrator demonstrated exactly the opposite.

The uncontroverted evidence demonstrated that Golshani, who was not happy with any of the language proposed by LeGrand, was the one who drafted and emailed the first iteration of Section 4. *See* Exhibit "1" at 318:7-319:5, 320:11-321:22, 376:17-25, 377:6-8, 378:13-17, and 379:1-4 (App. Vol. I: APP46-49 & 76-79), Exhibit "13" (App. Vol. II: APP413-6), Exhibit "14" (App. Vol. II: APP417-45 at APP427-8), Exhibit "15" (App. Vol. I: APP446-9), Exhibit "16" (App. Vol. II: APP450-1), Exhibit "17" (App. Vol. II: APP452-3), Exhibit "18" (App. Vol. II: APP454-6), and Exhibit "19" (App. Vol. III: APP457-8). Specifically, the Arbitrator ignored the following in determining that Bidsal was the draft of Section 4.

1. On September 22, 2011, ***Golshani emailed*** Bidsal some buy-sell language that Golshani proposed and identified as a "ROUGH DRAFT", and which, after some

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modifications, ultimately ended up in Section 4. *See* ***Exhibit "13"*** and ***"14"*** at pp. 10-11 (App. Vol. II: APP413-45 at 427-8);

2. On October 26, 2011, ***Golshani emailed*** Bidsal a revised version of his earlier "ROUGH DRAFT", which Golshani identified as "ROUGH DRAFT 2". *See* ***Exhibit "15"*** (App. Vol. II: APP446-9);

3. One of the changes ***made by Golshani*** was intentionally changing the triggering event for a buy-sell transaction from an offer by one member "***to sell his or its Member's Interest*** in the Company to the other Members" to an offer by that member "***to purchase the Remaining Member's Interest*** in the Company." *See* Exhibit "13", "15", "16" and Exhibit "1" at 376:17-25, 377:6-8, 378:13-17, and 379:1-4 (App. Vol. II: APP413-6, 446-51; App. Vol. I: APP76-79).

4. A short time after October 26, 2011, ***Golshani sent*** a fax to LeGrand containing his ROUGH DRAFT 2 buy-sell language. *See* Exhibit "17" and Exhibit "1" at 318:7-9 (App. Vol. II: APP452-3, App. Vol. I: APP46).

5. LeGrand then made a few minor changes to Golshani's ROUGH DRAFT 2, renamed it "DRAFT 2", and circulated the DRAFT 2 to Bidsal and Golshani. *See* Exhibit "14" and "15" (App. Vol. II: APP417-49). *See also* Exhibit "18" (App. Vol. II: APP454-6). *See also* Exhibit "1" at 318:10-14 and 318:23-319:5 (App. Vol. I: APP46).

6. The differences between ROUGH DRAFT 2 and DRAFT 2 are nominal. *See* Exhibit "15", "18", "19", and Exhibit "1" at 320:11-17 and 321:19-22 (App. Vol. II: APP446-9, 454-6; App. Vol. III: APP457-8; App. Vol. I: APP48-9).

7. LeGrand simply took ***Golshani's language*** and inserted it almost untouched into the Operating Agreement. Id;

8. Bidsal never drafted any of the revisions. *See* Exhibit "1" at 208:6-7, 384:18-23, and 387:13-15 (App. Vol. I: APP22, 83, 85);

9. Golshani brought in hard copies of different versions of the OPAG when he came to Bidsal's office to meet with him. *See* Exhibit "1" at 385:8-12 and 19-21 (App. Vol. I: APP84);

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10. To the extent any changes were not made by LeGrand, they were made by Golshani. *See* Exhibit "1" at 152:20-22 (App. Vol. I: APP12); and

11. LeGrand, himself, stated that nearly identical buy-sell language used two years later in an operating agreement for another entity, Mission Square, contained and consisted of (in LeGrand's words): "Ben's language." *See* Exhibit "23" and Exhibit "1" at 389:8-14 (App. Vol. III: APP526-84, App. Vol. I: APP86).[4]

Thus, the undisputed evidence showed that Golshani was the drafter of the buy-sell language at issue, yet the Arbitrator ignored the undisputed facts and made up justifications, unsupported by the facts, for declaring that Bidsal was the drafter. *See* Exhibit "30" at 3, fn. 3 (App. Vol. V: APP839-54 at 842-3); *See also* Exhibits "35" at 6 and "40" at 5 (App. Vol. V: APP1029-51 at APP1035 and App. Vol. VI: APP1126-47 at APP1131). This was done in an obvious attempt at backing into a result the Arbitrator wished to find.

(b) <u>The Undisputed Evidence Clearly Demonstrated that the "Dutch Auction" Concept Was Not Used in Drafting Section 4.</u>

Again ignoring numerous Exhibits and witness testimony, the Arbitrator found that Section 4 of the Operating Agreement was drafted using the "Dutch Auction" concept. (*See* Exhibit "40" at 5 (Para. 8)) (App. Vol. VI: APP1131). However, as before, this finding is completely unsupported, even contradicted, by the evidence and demonstrates the Arbitrator's bias against Bidsal.

Specifically, David LeGrand clearly and unequivocally made it clear that the "Dutch Auction" concept, which he alone proposed, was ultimately discarded and not used. *See* Exhibit "1" at 273:8-13, 274:15-17, 316:12-15 (App. Vol. I: APP 41-42 & 45), Exhibit "9" (App. Vol. II: APP298-348), Exhibit "10" (App. Vol. II: APP349-78), Exhibit "11" (App. Vol. II: APP379-380) (wherein LeGrand stated that "[a] simple 'Dutch Auction' where either of you can make an offer to the other and the other can elect to buy or sell at the offered price **does *not* appear sensible to me**."), Exhibit "12" at DL 301 (App. Vol. II: APP381-412 at APP394). No

[4] The Arbitrator's conclusion that "the substance of [LeGrand's] testimony is essentially the same as, and thus corroborates, CLA's contentions" is dumbfounding, considering LeGrand's own words in Exhibit "23" (App. Vol. III: APPENDIX0526-84). *See* Exhibit "30" at 5 (Para. 8) (App. Vol. V: APPENDIX0839-54 at 844).

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evidence was presented that, after the concept was intentionally and specifically discarded by LeGrand and the parties, that it was somehow resurrected and used. To the contrary, Golshani drafted entirely new language which was ultimately used by the Parties. *See supra*.

(c) The Undisputed Evidence Clearly Demonstrated "Rough Justice" Was Never Part Of The Consideration For Section 4.

Finally, the Arbitrator found that the concept of 'rough justice' was part of the Parties' intent. However, neither the phrase, nor the concept, was part of any of the evidence presented to the Arbitrator[5].

2. The Arbitrator Failed to Draw his Ruling from the Essence of the Agreement.

An award is "completely irrational" where "the arbitration decision fails to draw its essence from the agreement." Lagstein v. Certain Underwriters at Lloyd's, London, 607 F.3d 634, 642 (9th Cir. 2010); Biller v. Toyota Motor Corp., 668 F.3d 655, 665 (9th Cir. 2012). An arbitration award draws its essence from the agreement if "the award is derived from the agreement, viewed in light of the agreement's language and context, as well as other indications of the parties' intentions." Id.

In this case, the Award, which embraced the terms of the Merits Order was completely irrational because the Arbitrator failed to draw his ruling "from the essence of the agreement." Because the buy-sell provisions in Section 4.2 of the OPAG were ambiguous, the Arbitrator was tasked with the responsibility of interpreting Section 4.2 consistent with the intent of the parties, based upon the evidence before him - the OPAG's "language and context" and "other indications of the parties' intentions." *See* Exhibit "30" at 2-3, fn.2. (App. Vol. V: APP841-42); *See* Exhibit "35" at 5 (fn. 5) and "40" at 5 (fn. 4) (App. Vol. V: APP1029-51 at APP1034 and App. Vol. VI: APP1126-47 at APP1131); *See* Lagstein at 642.

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[5] Normally, a citation to the record would be in order. However, since the concept of 'rough justice' simply did not come up at the Merit Hearing, there is nothing to cite to. This, of course, is the point being made--that the Arbitrator created the concept on his own, interjected it into the process, then relied upon it in making his final award.

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However, the Arbitrator failed to do so, and relying on: (i) LeGrand's language that did not make its way into the final Operating Agreement, (ii) what "is common among partners in business entities" rather than the actions, words, and course of dealing of the parties, and (iii) his own made-up notions of "rough justice" to steer his interpretation of Section 4.2, instead found that the language had been drafted by Bidsal. *See* Exhibit "30" at 3-4 (App. Vol. V: APP842-43); *See also* Exhibits "35" and "40" at 5 (Para. 8) (App. Vol. V: APP1029-51 at APP1131 and App. Vol. VI: APP1126-47 at APP1034) This was a prototypical example of "***issuing an award that simply reflect[s] [his or her] own notions of justice*** rather than draw[ing] its essence from the contract." *See* Sutter, 569 U.S. at 569, 133 S. Ct. 2064. (emphasis added).

This was also evident from the fact that the Arbitrator found that Section 4.2 was drafted by Shawn Bidsal, as opposed to Ben Golshani, thereby allowing him to construe Section 4.2 against Bidsal. *See supra*; *See also* Anvui, LLC v. GL Dragon, LLC, 123 Nev. 212, 163 P.3d 405 (2007); Lewis v. Saint Mary's Heath First D. Nev. 2005), 402 F. Supp. 2d 1182.

This was also evident from the Arbitrator's finding that Section 4.2 of the OPAG contained a "Dutch Auction". *See* Exhibit "30" at 3-4 (App. Vol. V: APP839-54 at 842-3); *See also* Exhibits "35" and "40" at 5 (Para. 8) (App. Vol. V: APP1029-51 at APP1034 and App. Vol. VI: APP1126-47 at 1131). The undisputed evidence showed that a "Dutch Auction" was initially contemplated by LeGrand, but discarded by the parties long before the final version of the buy-sell provisions of Section 4.2 was set in stone in the OPAG. *See* Exhibit "9" at DL211-212, Exhibit "1" at 316:12-15, and Exhibit "10" (App. Vol. I: APP298-348 at 303-4; APP45; APP349-78).

This was also evident from the Arbitrator's reliance upon what "is common among partners in business entities like partnership, joint ventures, LLC's, close corporations…" instead of the actions, words, and course of dealing of the parties. *See* Exhibits "35" and "40" at 5 (Para. 8) (App. Vol. V: APP1029-51 at APP1034 and App. Vol. VI: APP1126-47 at 1131).

These actions are in direct violation of the principles set forth in Stolt-Nielsen, Suter, and Pacific Motor Trucking. The Arbitrator disregarded the specific buy-sell provisions of

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Section 4.2, the systematic procedure for Section 4.2 which was illustrated for him at the Merits Hearing with Exhibit "30", and the undisputed evidence which showed that Golshani was the drafter of the buy-sell provisions in Section 4.2. Instead, he dispensed with his own brand of industrial justice, or, as the Arbitrator, himself, put it, the buy-sell provision was simply based on a "form of cost-effective 'rough justice'". *See* Exhibit "30" at 3-4 and fn. 3 (App. Vol. V: APP839-54 at 842-3); *See also* Exhibits "35" and "40" at 5 (Para. 8) (App. Vol. V: APP1029-51 at APP1034 and App. Vol. VI: APP1126-47 at APP1131). Because the Arbitrator issued his ruling based upon his own notions of justice, and not from the contract before him, the Award should be vacated.

3. The Arbitrator Recognized the Law, but Manifestly Disregarded it.

A manifest disregard of the law exists where "the arbitrator 'underst[oo]d and correctly state[d] the law, but proceed[ed] to disregard the same.'" Collins v. D.R. Horton, Inc., 505 F.3d 874, 879 (9th Cir. 2007) (*quoting* San Maritime Compania De Navegacion, S.A. v. Saguenay Terminals Ltd., 293 F.2d 796, 801 (9th Cir. 1961)). In other words, "the arbitrators were aware of the law and intentionally disregarded it." Bosack v. Soward, 586 F.3d 1096, 1104 (9th Cir. 2009) (*quoting* Lincoln Nat'l Life Ins. Co. v. Payne, 374 F.3d 672, 675 (8th Cir. 2004)).

In this case, the Arbitrator manifestly disregarded the law. The Arbitrator recognized the law that the purpose of contract interpretation was "to discern the intent of the contracting parties." *See* Exhibit "30" at 6, fn. 7 (*citing to* American First Federal Credit Union v. Soro, 359 P.3d 105, 106 (Nev. 2015) and Davis v. Beling, 128 Nev 301, 279 P.3d 501, 515 (Nev. 2011)) (App. Vol. V: APP839-54 at 845); *See also* Exhibits "35" at 8 and "40" at 7 (App. Vol. V: APP1029-51 at APP1037 and App. Vol. IV: APP1126-47 at APP1133) *See also* Exhibit "30" at 13 wherein the Arbitrator stated that his decision was based upon "careful consideration . . . of applicable law . . ." (App. Vol. V: APP839-54 at 852); *See also* Exhibits "35" and "40" at 19 (App. Vol. V: APP1029-51 at APP1048 and App. Vol. VI: APP1126-47 at APP1145). Undoubtedly, the Arbitrator also reviewed and digested the legal argument and citations to legal authority in the briefs submitted by the parties.

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Nonetheless, the Arbitrator disregarded the law by relying upon what "is common among partners in business entities …" instead of the actions, words, and course of dealing of the parties and invoking "rough justice" and the principle of a "Dutch Auction", which had nothing to do with discerning the intent of the parties, as reflected in the evidence presented at the Arbitration Hearing.

4. The Arbitrator Exceeded his Authority.

Moreover, the Arbitrator recognized the law of the case with respect to this dispute, which, as he stated, involved only:

> whether or not Bidsal contractually agreed to sell and can be legally compelled to sell his 50% Membership Interest in Green Valley to CLA at a price computed via a contractual formula not in dispute, based on Mr. Bidsal's undisputed $5 million "best estimate" of Green Valley's fair market valuation, as stated in Mr. Bidsal's July 7, 2017 written offer to purchase CLA's 50% Membership Interest in Green Valley --- without regard to a formal appraisal of Green Valley, which Mr. Bidsal has contended the parties agreed Mr. Bidsal has the contractual right to demand as a "counteroffered seller" under Section 4.2 of the Green Valley Operating Agreement.

See Exhibit "30" at 2 (App. Vol. V: APP839-54 at 841); *See also* Exhibits "35" and "40" at 4 (App. Vol. V: APP1029-51 at APP1033 and App. Vol. VI: APP1126-47 at APP1130). However, the Award then adopted the terms of the proposed Interim Award, which included other matters clearly outside the scope of the Arbitration Proceeding. *See* Exhibit "31", "35", and "40" (App. Vol. V: APP855-70 and APP1029-51 at APP1048; App. Vol. VI: APP1126-47 at APP1145). These included the following:

1. Ordering Bidsal to transfer his membership interests in Green Valley to CLAP "free and clear of all liens and encumbrances";

2. Placing an arbitrary and commercially unreasonable deadline of 10 days for Bidsal to complete the transfer of his membership interests in Green Valley;

See Exhibit "31" at 15 (App. Vol. V: APP855-70 at 870); *See also* Exhibits "35" and "40" at 19 (App. Vol. V: APP1029-51 at APP1048 and App. Vol. VI: APP1126-47 at APP1145).

At no time was there ever any evidence or discussion about the nature of Bidsal's membership interest in Green Valley and whether or not it should be transferred "free and clear

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of all liens and encumbrances." Likewise, the 10 day deadline imposed by the Award is not founded on any of the evidence introduced at the Merit Hearing, but is instead, simply an arbitrary period of time derived solely by the Arbitrator.

Finally, while the Arbitrator recognized his authority derived from the JAMS rules and Article III, Section 14.1 of the OPAG, he went beyond the authority granted by both by granting to himself continuing jurisdiction. *See* Exhibit "40" at 3; Exhibit "14" at Article III, Section 14.1. (App. Vol. VI: APP1126-47 at APP1129; App. Vol. II: APP417-45 at 424-25). There is nothing in either the OPAG or the JAMS rules which authorize the Arbitrator to retain any continuing jurisdiction once a final Award is entered but before it is converted into a judgment with the district court. *See* Exhibit "14" at Article III, Section 14.1 and Exhibit "37". (App. Vol. II: APP417-45 at 424-25; App. Vol. VI: APP1058-92) Therefore, the Arbitrator exceeded his powers and the Award should be vacated.

The Arbitrator clearly disregarded the law and exceeded his powers in granting relief not set forth in the Arbitration Demand, not the subject of discovery, not briefed by the parties, and not presented via evidence at the Arbitration Proceeding. Therefore, the Arbitrator exceeded his powers and the Award should be vacated.

5. The Award is Irreconcilable with Undisputed Dispositive Facts.

Courts may also vacate an arbitration award that is legally irreconcilable with the undisputed facts. Coutee v. Barrington Capital Group, L.P., 336 F.3d 1128, 1133 (9th Cir. 2003). Because facts and law are often intertwined, "an arbitrator's failure to recognize undisputed, legally dispositive facts may properly be deemed a manifest disregard for the law." Id.

In this case, the Award was irreconcilable with the undisputed facts, described above, that Golshani was the drafter of the buy-sell language, a critical point considering any ambiguity in Section 4.2 should be construed against the drafter, which in this case was Golshani, not Bidsal. *See* Anvui, LLC v, 163 P.3d at 407; Lewis, 402 F. Supp. 2d 1182.

Because the Arbitrator's failure went to the very heart of the dispute, the Award should be vacated.

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C. THE ARBITRATOR IS GUILTY OF PARTIALITY AND MISBEHAVIOR BY WHICH THE RIGHTS OF BIDSAL HAVE BEEN PREJUDICED.

Similarly, 9 U.S.C. § 10(a)(2) and (3) provide that an arbitration award shall be vacated "where there was evident ***partiality*** or corruption in the arbitrators, or either of them;" or "where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or ***of any other misbehavior by which the rights of any party have been prejudiced***." 9 U.S.C. § 10(a)(3)(emphasis added).

In this case, as described above, rather than follow the law governing the dispute, the Arbitrator, with both eyes open, ignored the actions, words and course of dealing of the parties and instead, relied upon what "is common among partners in business entities" and inserted his own notions of "rough justice." To blatantly do so rises to the level of misconduct. Bidsal was prejudiced by the Arbitrator's misbehavior because he lost the right to an appraisal before selling his membership interests in Green Valley to CLAP. Instead, Bidsal is stuck with selling his membership interests without the benefit of an appraisal. If the Arbitrator had followed the law on interpretation of contracts, rather than inserting his own brand of frontier justice or his own ideas of good public policy, the OPAG would have been interpreted consistent with the parties' intentions. Bidsal was entitled to the proper legal standards and the benefit of his bargain pursuant to the terms of the OPAG. The Arbitrator denied him both.

Second, the Arbitrator committed actions arising to wrongdoing because it appears that he deliberately ignored the express words of the final Operating Agreement and intentional metamorphosis of the buy-sell language, which was clearly illustrated for him in Exhibit "19" (which was demonstrative Exhibit 360 during the Merits Hearing) (App. Vol. III: APP457-8). The critical aspect of that change was to move from an initiating offer to ***sell*** to an initiating offer to ***purchase***. Thus, the offering member never intended to sell his or its membership interest in Green Valley merely on an estimated value for the company, and an appraisal process was added to protect the actual selling party (whether initial buyer, or seller subject to a counteroffer) so that no one would be forced to sell his or her interest without the chance to

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lock down a fair price. However, the Arbitrator's blatant disregard for Exhibit "19" appeared to be deliberate and his final ruling orders Bidsal to "sell" instead of "purchase." (App. Vol. III: APP457-8).

Third, even though the Arbitrator is now forcing Bidsal to sell his interests to CLAP at a price based upon a ball-park initial estimate of company value, CLAP was ***never*** in jeopardy of having to sell its interest at a price based upon Bidsal's initial estimate, but could have demanded an appraisal and be adequately protected if that initial estimate was inaccurate. Yet, in spite of this, the Arbitrator apparently conjured up sympathy for CLAP and exhibited a bias against Bidsal by painting Bidsal out to be calculating and scheming. This is evident from the Arbitrator's statements in the Merits Order, Interim Award, and Award which impermissibly relies on a contrived motive when Bidsal did not agree to sell without the parties pursuing the express arbitration process set forth in the buy-sell provision of the Operating Agreement:

1. Exhibit "30" at 4 (Para. 6), Exhibit "35" at 6 (Para. 9), and Exhibit "40" at 5 (Para. 9): "the parties' dispute appears to be a result and expression of 'seller's remorse' by Mr. Bidsal . . ." (App. Vol. V: APP839-54 at 843) (App. Vol. V: APP1029-51 at APP1035) (App. Vol. VI: APP1126-47 at APP1131);

2. Exhibit "30" at 4 (Para. 7B), Exhibits "35" and "40" at 6 (Para. 10B): "Mr. Bidsal's testimony, arguments and position in support of his having contractual appraisal rights appear to be 'outcome determinative' in his favor (App. Vol. V: APP839-5 at 843) (App. Vol. V: APP1029-51 at APP1035) (App. Vol. VI: APP1126-47 at APP1132);

3. Exhibit "30" at 7 (Para. 9), Exhibit "35" at 9 (Para. 15), and Exhibit "40" at 8 (Para. 15): "It appears that in this case, Mr. Bidsal attempted to find a contractual 'out' to regain lost leverage to either buy or sell a 50% membership interest in Green Valley at a price and/or terms less favorable that he originally invisaged . . ." (App. Vol. V: APP839-54 at 846) (App. Vol. V: APP1029-51 at APP1038) (App. Vol. VI: APP1126-47 at APP1134);

4. Exhibit "30" at 7 (Para. 9), Exhibit "35" at 9 (Para. 16), and Exhibit "40" at 8-9 (Para. 16): "What Mr. Bidsal seems to have settled on for negotiation and arbitration was ignoring, disregarding and, it appeared at the hearing, resisting strict application of the 'specific

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intent' language quoted and discussed above . . ." (App. Vol. V: APP839-54 at 846) (App. Vol. V: APP1029-51 at APP1038) (App. Vol. VI: APP1126-47 at APP1134-35);

5. Exhibit "30" at 7-8 (Para. 9), Exhibit "35" at 10 (Para. 17), and Exhibit "40" at 9 (Para. 17): "What Mr. Bidsal apparently found and settled on was a drafting ambiguity ins Section 4 of the Green Valley Operating Agreement --- i.e., 'FMV' . . . while it apparently was under Mr. Bidsal's control for final revisions . . ." (App. Vol. V: APP839-54 at 846-7) (App. Vol. V: APP1029-51 at APP1039) (App. Vol. VI: APP1126-47 at APP1135);

6. Exhibit "30" at 8 (Para. 9), Exhibit "35" at 10 (Para. 17), and Exhibit "40" at 9 (Para. 17): "Mr. Bidsal used that ambiguity as his justification for refusing to perform as a compelled seller under the Section 4.2 'buy-sell'. . ." (App. Vol. V: APP839-54 at 847) (App. Vol. V: APP1029-51 at APP1039) (App. Vol. VI: APP1126-47 at APP1135);

7. Exhibit "30" at 8 (Para. 10), Exhibit "35" at 10 (Para. 18), and Exhibit "40" at 9 (Para. 18): ". . . there is an unanswered logical flaw in Bidsal's position - - which the Arbitrator has determined to be 'outcome determinative' . . . " (App. Vol. V: APP839-54 at 847) (App. Vol. V: APP1029-51 at APP1039) (App. Vol. VI: APP1126-47 at 1135.

8. Exhibit "30" at 11 (Para. 11D), Exhibits "35" at 14 (Para. 20G), and Exhibit "40" at 12 (Para. 20G): ". . . [m]iscalculating the intentions, thinking and/or financial resources available to the other party in an arm's length transaction, such as a Section 4.2 'buy-sell,' are not cognizable bases for re-writing or re-interpreting the parties' contractual procedures." (App. Vol. V: APP839-54 at 850) (App. Vol. V: APP1029-51 at APP1043) (App. Vol. VI: APP1126-47 at 1138).

9. Exhibits "35" at 17 (first paragraph) and Exhibit "40" at 16-7 (Para. 28): ". . . Mr. Bidsal, not CLA, was the principal driver of those costs . . . Mr. Bidsal's resistance to complying with his obligations including his conducting a 'no holds barred' litigation . . . " (App. Vol. V: APP1029-51 at APP1046)(App. Vol. VI: APP1126-47 at APP1142-43).

The foregoing examples of statements from the Merits Order show that they were made by the Arbitrator simply as pretext for ruling against Bidsal. The Arbitrator exhibited an open hostility toward Bidsal, and a preference for CLAP. Further, because this hostility to Bidsal

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and clear preference for Golshani and CLAP resulted in a clearly biased decision in favor of CLAP, Bidsal was clearly prejudiced. For this reasons, the resulting Arbitration Award, which is clearly the product of partiality, should be vacated.

D. LEGAL STANDARD ON MODIFYING AND CORRECTING ARBITRATION AWARDS.

As the forgoing demonstrates, the appropriate remedy is to vacate the entire Arbitration Award. However, even if an award is not completely vacated, under 9 U.S.C. § 11, an arbitration award may be modified or corrected as follows:

> In either of the following cases the United States court in and for the district wherein the award was made may make an order modifying or correcting the award upon the application of any party to the arbitration—
>
> **(a)** Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award.
>
> **(b)** Where the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted.
>
> **(c)** Where the award is imperfect in matter of form not affecting the merits of the controversy.
>
> The order may modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

9 U.S.C. § 11.

As explained below, even if the entire Award was not vacated, it should still be corrected or modified.

1. The Arbitrator Included Matters Not Submitted to Him.

Even if the Court does not vacate the entirety of the Award, it should still modify and correct the Award. As stated earlier, 9 U.S.C. § 11(b) provides that an arbitration award may be modified and corrected if "the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted." 9 U.S.C. § 11(b)(in pertinent part).

The Ninth Circuit Court of Appeals agrees that the court may "strike all or a portion of an award pertaining to an issue not at all subject to arbitration." Kyocera, 341 F.3d at 997-98;

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Schoenduve Corp. v. Lucent Technologies, 442 F.3d 727, 732 (9th Cir. 2006). That is because review by a district court is ultimately still "designed to preserve due process" without unnecessary public intrusion into private arbitration procedures. Id.

Similarly, arbitrators do not have authority to decide issues not submitted by the parties. Hughes Aircraft Co. v. Electronic Space Technicians, Local 1553, AFL-CIO, 822 F2d 827 (9th Cir. 1987). Thus, an arbitrator exceeds his or her authority if he or she has "considered issues beyond those submitted by the parties or issues prohibited by the terms of their agreement." Jock v. Sterling Jewelers, Inc., 646 F.3d 113, 122 (2nd Cir. 2011).

In this case, as stated earlier, in the Interim Award, CLAP added various provisions involving issues never made an issue in the Arbitration Proceeding by CLAP in its Demand. *See* Exhibit "29" (App. Vol. V: APP833-8). These were set forth in Section V of the Interim Award, and included:

1. Ordering Bidsal to transfer his membership interests in Green Valley to CLAP "free and clear of all liens and encumbrances";

2. Placing an arbitrary and commercially unreasonable deadline of 10 days for Bidsal to complete the transfer of his membership interests in Green Valley;

See Exhibit "31" (App. Vol. V: APP855-70 at 869-70). Exhibits "35" and "40" at 19 (App. Vol. V: APP1029-51 at APP1048) (App. Vol. VI: APP1126-47 at APP1145).

However, these issues were not raised by CLAP in its Arbitration Demand. *See* Exhibit "29" (App. Vol. V: APP833-8). Rather, CLAP simply sought assistance from the Arbitrator to interpret the OPAG consistent with CLAP's interpretation of it and force Bidsal to sell his membership interest in Green Valley to CLAP. Consequently, the parties never conducted discovery on those issues, prepared to present evidence at the Merits Hearing related to those issues, or formulated legal argument related to those issues in any briefs submitted to the Arbitrator.

Further, these provisions were not found anywhere in the Merits Order. *See* Exhibit "30" (App. Vol. V: APP839-54). In fact, they could not have been, because JAMS Rule 11(b)

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did not grant the Arbitrator authority to award anything outside of "disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought." *See* a true and correct copy of the JAMS rules, attached hereto as Exhibit "37" an incorporated by this reference herein (App. Vol. VI: APP1058-92 at APP1073).

Likewise, Section 14.1 of Article III of the OPAG only mandated arbitration "[i]n the event of any dispute or disagreement between the members *as to the interpretation of any provision of this Agreement* . . ." (emphasis added) *See* Exhibit "14" at Section 14.1 (App. Vol. II: APP417-45 at 424-5). Thus, issues properly considered in the Arbitration Proceeding all dealt with the interpretation of the OPAG. Distributions to the members had nothing to do with the interpretation of the OPAG, and as such, were not properly part of the issues to be decided in the Arbitration Proceeding.

Moreover, the Final Award would not enforceable in and of itself. Rather, both JAMS Rule 24(J) and Article III Section 14.1 of the OPAG provided that the provisions of the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) govern the process in this case. *See* Exhibit "14" (App. Vol. II: APP417-45 at 424-5). Under 9 U.S.C. § 9, CLAP must apply to a court of law to confirm any final arbitration award within one year, in order to enforce it. At the same time, under 9 U.S.C. § 12, Bidsal was entitled to file a motion to vacate, modify, or correct any final arbitration award within three (3) months after the award is filed or delivered. Consequently, a ten (10) day finalization date was premature and unwarranted under the law.

Bidsal brought these issues to the attention of the Arbitrator. *See* Exhibit "33" (App. Vol. V, APP964-77). Nonetheless, in blatant disregard of the law, the Arbitrator exceeded his authority by including in the Award these provisions of matters not properly before him. *See* Exhibit "35" and "40" at 19 (App. Vol. V: APP1029-51 at APP1048)(App. Vol. VI: APP1126-47 at APP1145). Consequently, the Award should, at least, be modified to remove these offending provisions.

E. THE ATTORNEYS' FEES AWARDED SHOULD BE VACATED AS WELL.

As with general arbitration awards, awards of attorneys' fees may be vacated based on a "manifest disregard of the law." *See* Arbitration Between Bosack v. Soward, 573 F.3d 891, 899

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(9th Cir. 2009). Nevada law governs any award of attorneys fees. *See* Operating Agreement, Exhibit "14" (App. Vol. II: APP417-45 at 424-25 & 433).

In the State of Nevada, all applications for awards of attorneys' fees and costs are governed by Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada Supreme Court mandates that a Court analyze the following elements when considering an award of attorneys' fees:

> (1) *the qualities of the advocate:* his ability, his training, education, experience, professional standing and skill; (2) *the character of the work to be done:* its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) *the work actually performed by the lawyer:* the skill, time and attention given to the work; (4) *the result:* whether the attorney was successful and what benefits were derived.

85 Nev. at 349, 455 P.2d at 33 (*citing* 7 C.J.S. Attorney and Client § 191 a. (2), p. 1080 *et seq.*; 5 Am.Jur., Attorneys at Law, section 198, *Cf.* Ives v. Lessing, 19 Ariz. 208, 168 P. 506 (1917)). The Brunzell Court continued: "good judgment would dictate that each of these factors be given consideration by the trier of fact and that no one element should predominate or be given undue weight." Id.

Further, in order to be recoverable, fees must relate to work that has "necessity and usefulness" in the case. Thayer v. Wells Fargo Bank, 112 Cal. Rptr. 2d 284 (Ct. App. 2001). Consequently, billing for duplicative or unnecessary work is not recoverable. *See* Serrano v. Unruh, 652 P.2d 985, fn. 21 (Cal. 1982). As an example of unnecessary work, the Court in Serrano stated that "**not allowable are hours on which plaintiff did not prevail** or hours that simply should not have been spent at all, such as where attorneys' efforts are unorganized or duplicative. This may occur . . . when young associates' labors are inadequately organized by supervising partners." Id. (*citing* Copeland v. Marshall, 641 F.2d 880 (D.C. Cir.), 902-903 (1980)) (emphasis added).

Similarly, "'padding' in the form of inefficient or duplicative efforts is not subject to compensation." *See* Ketchum v. Moses, 103 Cal. Rptr. 2d 377 (2001); *see also* Chavez v. Netflix, 75 Cal. Rptr. 3d 413 (Ct. App. 2008) (upholding trial court's decision to reduce hours included in fee award based on inefficient billing).

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The Nevada Supreme Court has also recognized that a District Court may reduce requested attorneys' fees for overbilling. Woods v. Woods, Nev. Sup. Ct. No. 72665 (July 27, 2018). In this case, CLAP was overbilled by its attorneys. The Nevada Supreme Court has further ruled that attorneys' fees should not be awarded for specific activities outside the matters on which the party prevailed. Barney v. Mt. Rose Heating & Air Conditioning, 192 P.3d 730, 736-37, 124 Nev. Adv. Op. No. 71 (Sept. 18, 2008).

Courts in the State of California have, similarly, emphasized that in determining whether the number of hours billed are reasonable, trial courts should consider whether the work billed for actually advanced the case. As one court put it, "the predicate of *any* attorney fee award, whether based on a percentage-of-the-benefit or a lodestar calculation, is the necessity and usefulness of the conduct for which compensation is sought." *See* Thayer v. Wells Fargo Bank, 112 Cal. Rptr. 2d 284 (Ct. App. 2001). Courts agrees that the fees associated with failed motions are not recoverable. *See* Serrano, 652 P.2d 985 ("not allowable are hours on which plaintiff did not prevail"). Likewise, fees are not recoverable when they relate to unsuccessful causes of action or claims for relief. *See, e.g.*, Californians for Responsible Toxics Management v. Kizer, 259 Cal. Rptr. 599 (Ct. App. 1989) (holding that **a 35% reduction from a plaintiff's requested fee award was reasonable** in light of the fact that the plaintiff "did not succeed on any of its motions" and included both successful and unsuccessful claims). (emphasis added)

In this case, all of the foregoing legal principles were submitted to the Arbitrator in Bidsal's Attorneys' Fees Objection. *See* Exhibit "34" (App. Vol. V, APP978-1028). For the sake of brevity, those arguments are incorporated by reference as if more fully set forth herein. As a result, the Arbitrator should have reduced the attorneys' fees and costs sought by CLAP by the sum of $136,970.83. Id.

Nonetheless, the Arbitrator manifestly disregarded those legal principles presented to him in awarding to CLAP the sum of $249,078.75, which represented 95% of the fees initially sought by CLAP, then tacked on an additional amount pursuant to the Attorneys' Fees Supplement, while only slightly reducing the award because of CLAP's failure to prevail on the

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Rule 18 Motion and CLAP's wrongful attempt to recover the travel costs of CLAP's principal, for a total of $298,256.00. *See* Exhibits "32" and "40" (App. Vol. V: APP871-963; App. Vol. VI: APP1126-47). The Award should be modified and corrected to reduce the award of attorneys' fees and costs to the sum of $136,970.83.

V.

CONCLUSION

For the foregoing reasons, the District Court should vacate the Award. In the very least, the Award should be modified or corrected to ***remove*** the following provisions contained in Sections I and V of the Interim Award and the Award, which:

1. Ordered Bidsal to transfer his membership interests in Green Valley to CLAP "free and clear of all liens and encumbrances";

2. Placed an arbitrary and commercially unreasonable deadline of 10 days for Bidsal to complete the transfer of his membership interests in Green Valley;

3. Granting to the Arbitrator continuing jurisdiction over the parties concerning the subject matter of the Arbitration.

Finally, if the Award is not vacated, in full, CLAP's award of attorneys' fees and costs should be reduced by the sum of $136,970.83.

DATED this 9th day of April, 2019.

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EXHIBIT 191

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DISTRICT COURT

CLARK COUNTY, NEVADA

CLA, PROPERTIES, LLC, a California limited liability company, Petitioner, vs. SHAWN BIDSAL, an individual, Respondent.	Case No. A-19-795188-P Dept. No. 31

NOTICE OF APPEAL

Notice is hereby given that Respondent SHAWN BIDSAL hereby appeal to the Supreme Court of Nevada from the following:

1) The District Court's Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Countermotion to Vacate the Arbitrator's Award, entered on December 16, 2019.

2) All other orders and rulings made appealable from the foregoing.

Dated this 9th day of January, 2020.

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 9th day of January, 2020, I served a true and correct copy of the foregoing **NOTICE OF APPEAL**, by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer Bidwell
An employee of Smith & Shapiro, PLLC

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DISTRICT COURT

CLARK COUNTY, NEVADA

CLA, PROPERTIES, LLC, a California limited liability company, Petitioner, vs. SHAWN BIDSAL, an individual, Respondent.	Case No. A-19-795188-P Dept. No. 31

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CASE APPEAL STATEMENT

1. Name of appellants filing this case appeal statement: Respondent SHAWN BIDSAL.

2. Identify the judge issuing the decision, judgment, or order appealed from: The Honorable JOANNA S. KISHNER, Dept. No. 31.

3. Identify each appellant and the name and address of counsel for each appellant:

Appellant:	SHAWN BIDSAL
Appellant's counsel:	JAMES E. SHAPIRO, ESQ. SMITH & SHAPIRO, PLLC 3333 E. Serene Ave., Suite 130 Henderson, NV 89074.

4. Identify each respondent and the name and address of respondent counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that cross-respondent's trial counsel):

\ \ \

Case Number: A-19-795188-P

Respondent:	CLA, PROPERTIES, LLC, a California limited liability company,
Respondent's appellate counsel:	Unknown
Respondent's trial counsel:	LOUIS E. GARFINKEL, ESQ. LEVINE & GARFINKEL 1671 W. Horizon Ridge Pkwy., Suite 230 Henderson, NV 89012

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission): N/A.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court: retained counsel.

7. Indicate whether respondent is represented by appointed or retained counsel on appeal: retained counsel.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave: N/A.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed): May 21, 2019.

10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court: The underlying dispute revolves around the attempted break-up of a limited liability company, Green Valley Commerce, LLC ("Green Valley"), by its members, under the buy-sell provisions of Green Valley's operating agreement (the "OPAG"). On September 26, 2017, Respondent, CLA, PROPERTIES, LLC ("CLAP"), filed a Demand for Arbitration, which ultimately resulted in a Final Award being entered on April 5, 2019, in JAMS Arbitration No. 1260004569 (the "Arbitration Award"). On April 9, 2019, Appellant SHAWN BIDSAL ("Bidsal") filed a Motion to Vacate Arbitration Award in the United States District Court for the District of Nevada (the "Federal Case"). The Federal Case was dismissed for lack of subject matter jurisdiction on June 24, 2019. On May 21, 2019, CLAP filed a Petition for Confirmation of Arbitration Award and Entry of Judgment

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in the Eighth Judicial District Court, in and for, Clark County, Nevada. On July 15, 2019, Bidsal filed his Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award. On December 6, 2019, the district court entered its Order Granting Petition for Conformation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award (the "District Court's Order"), wherein the district court upheld and confirmed the Arbitration Award. The Notice of Entry of the District Court's Order was filed December 16, 2019. Appellant Bidsal is appealing the District Court's Order.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding: This case has *not* previously been the subject of an appeal to or original writ proceedings in the Supreme Court.

12. Indicate whether this appeal involves child custody or visitation: This case does *not* involve child custody or visitation.

13. If this is a civil case, indicate whether this appeal involves the possibility of settlement: This is a civil case and settlement is possible.

Dated this 9th day of January, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
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Attorneys for Respondent, Shawn Bidsal

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 9th day of January, 2020, I served a true and correct copy of the foregoing **CASE APPEAL STATEMENT**, by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer Bidwell
An employee of Smith & Shapiro, PLLC

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EXHIBIT 193

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DISTRICT COURT

CLARK COUNTY, NEVADA

CLA PROPERTIES, LLC, a California limited liability company,

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. **A-19-795188-P**
Dept. No. 31

Hearing Requested

RESPONDENT'S MOTION FOR STAY PENDING APPEAL

Respondent SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys, SMITH & SHAPIRO, PLLC, hereby submits his Motion for Stay Pending Appeal. (the "***Motion***")

This Motion is made and based upon the attached Memorandum of Points and Authorities, the attached affidavit and exhibit and any oral argument the Court may wish to entertain in the premises.

Dated this 17th day of January, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
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Case Number: A-19-795188-P

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

Petitioner CLA PROPERTIES, LLC ("***CLAP***") and Respondent Bidsal are the sole members of Green Valley Commerce, LLC ("***GVC***"). *See* Declaration of Shawn Bidsal, a true and correct copy of which is attached hereto as ***Exhibit "A"*** and incorporated herein by this reference. GVC owns and manages commercial property in Las Vegas, Nevada. *Id*. CLAP is solely owned by its principal Benjamin Golshani ("***Golshani***"). *Id*. On or about June 15, 2011 CLAP and Bidsal entered into an Operating Agreement ("***OPAG***") for GVC. *Id*. From its inception, GVC's primary business has been the ownership and operation of commercial properties. *See* Exhibit "A".

On or about July 7, 2017 Bidsal sent CLAP a written offer to purchase CLAP's share of GVC. After that July 7, 2017 correspondence was received, CLAP and Bidsal reached an impasse as to how the OPAG directed a buy-out of interests for GVC (the "***Impasse***").

From on or about May 8, 2018 to May 9, 2018 Bidsal and CLAP participated in an arbitration to resolve the Impasse. Arbitrator Stephen E. Haberfeld ("***Arbitrator***") was appointed to hear the matter. Nearly eleven months later, on or about April 5, 2019, the Arbitrator entered an arbitration award in favor of CLAP (the "***Arbitrator's Award***"). Under the Arbitrator's Award, CLAP is required to pay well over One Million Dollars ($1,000,000) to Bidsal for Bidsal's membership interest in GVC. *See* Exhibit "A".

On May 21, 2019, CLAP filed a Petition for Confirmation of Arbitration Award and Entry of Judgment (the "***Petition***"). Bidsal, filed an Opposition to CLAP's Petition for Confirmation of Arbitration Award and Entry of Judgment and filed a Counterpetition to Vacate Arbitration Award on July 15, 2019 (the "***Counterpetition***").

The Petition and the Counterpetition were heard on November 12, 2019 in the District Court. On December 6, 2019 the District Court rendered a decision granting the Petition ("***District Court Order***"). The Notice of Entry of the District Court Order was entered on December 16, 2019.

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On January 9, 2020 Bidsal filed a Notice of Appeal of the District Court Order. For the reasons set forth below, Bidsal requests that the Court enter a stay pending appeal of the District Court Order.

II.

STATEMENT OF AUTHORITIES

A. LEGAL STANDARD.

NRAP 8 allows a party to seek a stay of any order pending an appeal of the same and requires that the motion be first brought in front of the district court judge. NRCP 62, which governs requests for a stay pending appeal, states in pertinent part:

> (d) Stay Pending an Appeal.
>
> (1) By Supersedeas Bond. If an appeal is taken, the appellant may obtain a stay by supersedeas bond, except in an action described in Rule 62(a)(2). The bond may be given upon or after filing the notice of appeal or after obtaining the order allowing the appeal. The stay is effective when the supersedeas bond is filed.
>
> (2) By Other Bond or Security. If an appeal is taken, a party is entitled to a stay by providing a bond or other security. Unless the court orders otherwise, the stay takes effect when the court approves the bond or other security and remains in effect for the time specified in the bond or other security.

NRCP 62(d).

As NRCP 62(d) indicates, a stay pending appeal is granted as a matter of routine so long as a supersedeas bond has been posted. NRCP 62(d). Further, a supersedeas bond is not required before a stay will be granted, so long as some other bond or other security is provided. *Id*.

The amount of the bond is left to the discretion of the Court, but ordinarily is in an amount equal to the amount of the judgment. McCulloch v. Jeakins, 99 Nev. 122, 123, 659 P.2d 302, 303 (1983). However, "[a] district court, in its discretion, may provide for a bond in a lesser amount, or may permit security other than a bond, when unusual circumstances exist and so warrant." *Id*.

In deciding whether to issue a stay, the Nevada Supreme Court considers the following factors: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied; (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition. Hansen v.

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Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000). *See also* NRAP Rule 8(c).

B. A STAY OF ENFORCEMENT OF THE ORDER IS APPROPRIATE.

Considering the four factors identified in Hansen, a stay would be appropriate in this case. First, the purpose of the appeal is to determine whether Bidsal has an obligation to abide by the Arbitrator's decision, confirmed by the District Court. However, the District Court Order requires the transfer of Bidsal's interest in GVC to occur within 14 days of the Judgment. Thus, the object of the appeal would be defeated absent a stay because Bidsal would be required by the District Court Order to transfer his shares before the court that hears the appeal determines whether such an transfer as ordered by the District Court is required.

Second, Bidsal will suffer irreparable harm if the stay is denied. If the transfer of shares in GVC occurs and the appeal results in a reversal of the Arbitrator's decision, it will be virtually impossible to undo the transfer. *See* Exhibit "A". This is in part, because Bidsal, who is currently managing the property owned by GVC, would lose the ability to manage GVC and its properties if the transfer occurs prior to the appeal. *Id*. The value of any commercial property, including GVC's commercial property, is directly linked to its management. *Id*. By losing the ability to manage GVC and its properties pending the appeal, Bidsal will suffer irreparable harm. *Id*.

Third, respondent will not suffer any injury if the stay is granted. If the Order is confirmed on appeal, Respondent will merely be required to wait a little longer to receive Bidsal's shares. Bidsal has managed the real property that is GVC's primary asset from the beginning, including while this matter has worked its way through the legal system. Bidsal has proven capable and willing to continue to manage the property for GVC. CLAP will not in any way be divested of its shares in GVC simply due to a stay. Further, CLAP will suffer no monetary harm. While the Arbitrator awarded CLAP attorneys fees, CLAP can easily offset the full amount of the award from the purchase price which CLAP ultimately pays to Bidsal for Bidsal's shares (should the Arbitrator's Award be upheld). Because confirming the Arbitrator's Award will require a significant payment of money from CLAP to Bidsal, there is literally no monetary risk to CLAP as CLAP can offset any amounts owed by Bidsal to CLAP from CLAP's ultimate payment to Bidsal.

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Fourth, while no appeal is sure to be successful, under these circumstances, the appeal is warranted, and this appeal has as much chance of success as any other appeal.

Based upon the foregoing, a stay should be granted.

C. THE REQUIREMENT OF SUPERSEDEAS BOND SHOULD BE WAIVED.

While NRCP 62 generally requires the posting of a supersedeas bond before a stay can be imposed, under these circumstances, the requirement of a bond should be waived.

A district court has discretion in identifying the type of security required before a stay will be entered. *See* NRCP 62(d); *See also* McCulloch, 99 Nev. 122. The purpose of requiring a supersedeas bond "is to protect the judgment creditor's ability to collect the judgment if it is affirmed by preserving the status quo and preventing prejudice to the creditor arising from the stay." Nelson v. Heer, 121 Nev. 832, 122 P.3d 1252(2005); *See also* V-1 Oil Co. v. People, 799 P.2d 1199, 1203 (Wyo. 1990) ("The essence of posting a supersedeas bond by an appellant following judgment entry is to avoid a mootness challenge that might otherwise arise if the judgment is paid before appeal is taken ....") cited by the Nevada Supreme Court in Wheeler Springs Plaza, LLC v. Beemon, 119 Nev. 260, 71 P. 3d 1258 (Nev. 2003).

In this case, the Arbitration Award and District Court Order require CLAP to essentially pay Two Million, Five Hundred Thousand Dollars ($2,500,000.00) to Bidsal[1]. Because CLAP is the one who, under the terms of the Arbitration Award, is required to pay $2.5M to Bidsal, CLAP will not be prejudiced by any stay as it will simply give CLAP more time to come up with the money. Further, to the extent that CLAP incurs any harm from the appeal, the monetary amount can simply be deducted from the amount which CLAP ultimately must pay to Bidsal.

Because the purpose of the bond "is to protect the judgment creditor's ability to collect the judgment if it is affirmed by preserving the status quo and preventing prejudice to the creditor arising from the stay," and because, under the unique facts of this case, CLAP is already fully

[1] The Arbitration Award found that Bidsal's offer based upon a $5,000,000 fair market value was enforceable against Bidsal by CLAP. Because Bidsal owns 50% of GVC, on its face, CLAP would have to pay Bidsal 50% of the $5,000,000 of the fair market value, or $2,500,000. While there are adjustments which need to be made before the final payment is paid, the point is that at the end of the day, CLAP will owe Bidsal significantly more than any monetary harm CLAP will incur while the appeal is pending.

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protected by virtue of the payment which CLAP will owe to Bidsal should the Arbitration Award be upheld, requiring a bond will not further the reason for the bond in the first place, nor will it provide any additional security to CLAP, who is already fully protected. *See* Nelson v. Heer, 121 Nev. 832, 122 P.3d 1252(2005). In fact, requiring any type of bond at this point will only prejudice Bidsal, without providing any tangible benefit to CLAP.

Because the purpose and intent of a supersedeas bond is entirely missing, Bidsal requests that, under these unique circumstances, the requirement of a supersedeas bond be waived. Alternatively, the amount should be nominal.

III.

CONCLUSION

Based upon the foregoing points and authorities, the Bidsal respectfully requests that the Court grant this Motion for Stay.

Dated this 17th day of January, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Nevada Bar No. 7907
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
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Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 17th day of January, 2020, I served a true and correct copy of the foregoing **RESPONDENT'S MOTION FOR STAY PENDING APPEAL**, by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer Bidwell
An employee of Smith & Shapiro, PLLC

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EXHIBIT A

EXHIBIT A

DECLARATION OF SHAWN BIDSAL
IN SUPPORT OF RESPONDENT'S MOTION FOR STAY PENDING APPEAL

I, Shawn Bidsal, do hereby declare under penalty of perjury, under the laws of the State of Nevada in accordance with N.R.S. § 53.045 as follows:

1. I am a resident of the State of California.

2. I am the Managing Member of GREEN VALLEY COMMERCE, LLC ("***GVC***").

3. I am currently the respondent in the petition of CLA Properties, LLC v. Shawn Bidsal., Case No. A-19-795188-P.

4. My counsel is Smith & Shapiro, PLLC ("***Bidsal's Counsel***").

5. GVC owns and manages commercial property in Las Vegas, NV. From its inception, GVC's primary business has been the ownership and operation of commercial properties.

6. Since its inception, I have managed GVC and all of the commercial properties it has owned.

7. If I lose the ability to manage GVC, I will suffer irreparable harm, particularly if Benjamin Golshani ("***Ben***") takes over the manager as Ben is in textile business and has no experience with commercial properties.

8. It is my understanding that Ben is the sole owner and principal of CLA Properties, LLC ("***CLAP***").

9. Ben is the individual I have dealt with who has acted on behalf of CLAP.

10. On or about June 15, 2011, I entered into an Operating Agreement for GVC with CLAP.

11. On or about July 7, 2017, I sent CLAP a written offer to purchase its share of GVC.

12. After my July 7, 2017 correspondence, CLAP and I reached an impasse as to how the GVC operating agreement directed a buy-out of one member's interest.

13. I participated in an arbitration with CLAP from May 8, 2018 to May 9, 2018 in an effort to resolve the buy-out impasse.

14. Stephen E. Haberfeld was the arbitrator during the May 8, 2018 to May 9, 2018 arbitration.

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APPENDIX (PX)001965

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15. Nearly 11 months later, on or about April 5, 2019, Arbitrator Haberfeld entered an arbitration award in favor of CLAP.

16. Under the arbitrator's award, CLAP is required to pay well over a Million Dollars ($1,000,000) to me for my membership interest in GVC.

17. On May 21, 2019 CLAP filed a Petition for Confirmation of Arbitration Award and Entry of Judgment.

18. On July 15, 2019 I filed an Opposition to CLAP's Petition for Confirmation of Arbitration Award and Entry of Judgment and filed a Counterpetition to Vacate Arbitration Award.

19. The Petition and Counterpetition were heard on November 12, 2019 in the Eighth Judicial District Court.

20. On December 6, 2019 the District Court rendered a decision grating the Petition. The Notice of Entry of the District Court Order was entered on December 16, 2019.

21. On January 9, 2020 I filed a Notice of Appeal of the District Court Order.

22. If I am required to transfer my shares in GVC, prior to the Supreme Court of Nevada considering my appeal I will suffer irreparable harm, as I will lose the ability to manage GVC's commercial properties.

23. By losing the ability to manage GVC and its properties, I will suffer irreparable harm.

24. I make this Declaration freely and of my own free will and choice and I declare under penalty of perjury that the foregoing is true and correct.

Dated this 16 day of January, 2020.

Shawn Bidsal

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APPENDIX (PX)001966

10A.App.2170

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Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. A-19-795188-P
Dept. No. 31

NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL

PLEASE TAKE NOTICE that an ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL, was entered in the above-entitled matter on the 10th day of March, 2020, a copy of which is attached hereto.

Dated this 10th day of March, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
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Aimee M. Cannon, Esq.
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Attorneys for Respondent, Shawn Bidsal

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 10th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL** by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

Case No. A-19-795188-P
Dept. No. 31

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 6/9/20 TIME 9:00am
APPROVED BY
Date: February 18, 2020
Time: 9:00am
PLEASE FILE WITH MASTER CALENDAR

SMITH & SHAPIRO, PLLC
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ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL

THIS MATTER having come before the Court on Respondent SHAWN BIDSAL's ("***Bidsal***") Motion for Stay Pending Appeal (the "***Motion***"), Petitioner CLA PROPERTIES, LLC's ("***CLA Properties***") appearing by and through their attorneys of record, LEVINE & GARFINKEL; Respondent Bidsal appearing by and through his attorneys of record, SMITH & SHAPIRO, PLLC; the Court having reviewed the papers and pleadings on file herein, having heard the arguments of counsel, the Court being fully advised in the premises, and good cause appearing, the Court finds and concludes as follows:

1. In deciding whether to issue a stay, the Court considered the following factors: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied; (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition. Hansen v. Eighth Judicial Dist. Court ex rel. Cnty. of Clark, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000).

2. After considering the evidence and arguments presented by the parties, the Court finds that the first three Hansen factors weigh in favor of granting the requested stay, and that while the fourth Hansen factor weighs against the requested stay, when considering all of the facts together as a whole, a stay is proper and warranted.

3. After considering the evidence and arguments presented by the parties, the Court finds that a supersedeas bond is required as provided for in NRCP 62, and that, in light of the totality of the circumstances, the amount of the supersedeas bond should equal the amount of attorneys fees awarded by the arbitrator in the underlying arbitration award, which was $298,256.00.

NOW THEREFORE:

4. IT IS HEREBY ORDERED that Bidsal's Motion is GRANTED on the terms set forth herein.

5. IT IS FURTHER ORDERED that, upon the posting of the Bond, the Court's ORDER CONFIRMING PETITION FOR CONFIRMATION OF ARBITRATION AWARD AND ENTRY OF JUDGMENT AND DENYING RESPONDENT'S OPPOSITION AND COUNTERPETITION TO VACATE THE ARBITRATOR'S AWARD entered on December 6, 2019 (the "***Confirmation Order***"), and all enforcement thereof, is hereby STAYED, pending a final resolution of the pending appeal, identified as Supreme Court case number 804727.

6. IT IS FURTHER ORDERED that the scope of the stay being imposed is limited solely to a stay of the Confirmation Order.

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7. IT IS FURTHER ORDERED that Respondent Bidsal shall post a supersedeas bond, or cash in lieu of a bond, in the amount of $298,256.00 (the "***Bond***") within fourteen (14) days of entry of this order. The stay imposed by this order shall be effective only upon the posting of the Bond or cash in lieu of the Bond. A Status check on the Stay has been set for June 9, 2020, at 9:00am

IT IS SO ORDERED this 3 day of ~~February~~, 2020.

JOANNA S. KISHNER

DISTRICT COURT JUDGE

Respectfully Submitted by:

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.
Nevada Bar No. 7907
Andrew S. Blaylock, Esq.
Nevada Bar No. 13666
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Henderson, NV 89074
Attorneys for Shawn Bidsal

Approved as to Form:

LEVINE & GARFINKEL

Louis E. Garfinkel, Esq.
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Henderson, NV 89012
Attorneys for CLA Properties, LLC

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Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

CLA, PROPERTIES, LLC, a California limited liability company, Petitioner, vs. SHAWN BIDSAL, an individual, Respondent.	Case No. A-19-795188-P Dept. No. 31

NOTICE OF POSTING CASH IN LIEU OF BOND

NOTICE IS HEREBY GIVEN that on March 13, 2020, Respondent, SHAWN BIDSAL, posted with the Court, cash in lieu of bond in the amount of Two Hundred Ninety-Eight Thousand Two Hundred Fifty-Six and No/100 Dollars ($298,256.00). A true and correct copy of the Receipt thereof is attached hereto as ***Exhibit "1"*** and incorporated herein by this reference.

Dated this 20th day of March, 2020

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
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3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
Attorneys for Respondent, Shawn Bidsal

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O:(702)318-5033 F:(702)318-5034

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF POSTING CASH IN LIEU OF BOND** by e-serving a copy on all parties registered and listed as Service Recipients in Odyssey File & Serve, the Court's on-line, electronic filing website, pursuant to Administrative Order 14-2, entered on May 9, 2014.

/s/ Jennifer A. Bidwell
An employee of Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
O:(702)318-5033 F:(702)318-5034

EXHIBIT 1

EXHIBIT 1

OFFICIAL RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor
Shahram Bidsal

Receipt No.
2020-15611-CCCLK

Transaction Date
03/13/2020

Description	Amount Paid
On Behalf Of Bidsal, Shawn	
A-19-795188-P	
In the Matter of the Petition of CLA Properties LLC	
Supersedeas Bond	
Supersedeas Bond	298,256.00
SUBTOTAL	**298,256.00**

PAYMENT TOTAL **298,256.00**

Check (Ref #1325) Tendered	298,256.00
Total Tendered	**298,256.00**
Change	0.00

Order filed 3/10/20

03/13/2020	Cashier	Audit
11:45 AM	Station AIKO	37401597

OFFICIAL RECEIPT

EXHIBIT 23

From: **David LeGrand** dgllawyer@hotmail.com
Subject: Be and more
Date: November 10, 2011 at 5:42 PM
To: Shawn Bidsal wcico@yahoo.com

Shawn, I received fax from Ben and am rewriting it to be more detailed and complete. I will send it out to both of you shortly.

Did you send that WCI check as you stated last week? I am absolutely counting on that money at this point!!

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

EXHIBIT 23

EXHIBIT 24

Begin forwarded message:

From: benjamin golshani <bengol7@yahoo.com>
Subject: Re: Buy Sell Provisions
Date: November 11, 2011 at 3:34:29 PM PST
To: David LeGrand <dgllawyer@hotmail.com>
Reply-To: benjamin golshani <bengol7@yahoo.com>

Hi, it looks good, please complete and send it to us. Also, please issue Share certificate and send it to us by UPS.

Ben

Benjamin Golshani
2801 South Main Street
Los Angeles, CA 90007
213 745 9999 x107

From: David LeGrand <dgllawyer@hotmail.com>
To: Benjamin Gholshami <bengol7@yahoo.com>; Shawn Bidsal <wcico@yahoo.com>
Sent: Thursday, November 10, 2011 5:56 PM
Subject: Buy Sell Provisions

Gents: here is a revised version of what Ben sent me. I will insert into the OPAG if these terms are acceptable to you.

Question, do you me to keep the provisions for a buyout upon the death of a Member??

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

[redacted]his message shall not be considered tax advice nor interpretation of any tax law or rule.

APPENDIX (PX)001980

DRAFT 2

Section 7. Purchase or Sell Right among Members.
In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 7.1 shall apply.

Section 7.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 7.2.

Section 7.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

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

The Offering Member has the option to offer to purchase the Remaining Member's share at FMV specified above, based on the following formula.

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

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

(i) accepting the Offering Member's purchase offer, or,
(ii) rejecting the purchase offer and counter, offering to purchase the interest of the Offering Member based upon the same fair market value (FMV) according to the following formula.

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

The specific intent of this provision is that once the Offering Member presented his or its offer the Remaining Members have the right to either sell or buy at the same offered price and according to the above manner. In the case that the Remaining Member(s) decide to purchase, then

Offering Member shall be obligated to sell his or its Member Interests to the remaining Member(s).

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

EXHIBIT 25

From: **David LeGrand** dgllawyer@hotmail.com
Subject: OPAG
Date: November 29, 2011 at 3:40 PM
To: Benjamin Gholshami bengol7@yahoo.com, Shawn Bidsal wcico@yahoo.com

Ben, attached please find the revised OPAG with the Right of First Refusal language. I look forward to our call in an hour.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

GVC-OPAGv7red.doc

EXHIBIT 25

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OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
a Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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

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

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

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

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

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

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

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

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

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

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

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

Section 04 Inspection of Records.

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

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

Article III.
MEMBERS' MEETINGS AND DEADLOCK

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Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

12.1 The affirmative vote of a Majority of the Member Interests shall be required to:

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

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

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

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

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

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

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

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

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

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

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Deleted: The Management may establish one or more Advisory Committee or Committees to advise or make suggested recommendations on various aspects of the Limited Liability Company's business or operations. The Management shall designate in writing the members of each Committee, the chairperson of each Committee and specify the duties and functions of each Committee. Each Committee shall consist of one or more Members of the Limited Liability Company. The members of each Committee shall not be entitled to any compensation for their attendance at Committee meetings or work done in connection with their membership on such Committee. Said Committee or Committees shall have no management authority. Their findings, reports or recommendations shall be non binding upon the Management or Limited Liability Company or its Members.¶

¶

Each Committee shall keep regular minutes of its proceedings and the same shall be recorded in the minute book of the Limited Liability Company.¶

Deleted: <#>Meeting by Telephonic Conference or Similar Communications Equipment.¶

¶

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

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Section 14. Deadlock.

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

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

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

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Article IV.
MANAGEMENT

Section 01 Management.

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

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Section 02 Rights, Powers and Obligations of Management.

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

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

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

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

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

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

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

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

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

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

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

The Member contributions to the capital of the Limited Liability Company may be paid for, wholly or partly, by cash, by personal property, or by real property, or services rendered. By unanimous consent of the Members, other forms of contributions to capital of a Limited Liability company authorized by law may he authorized or approved. Upon receipt of the total amount of the contribution to capital, the contribution shall be declared and taken to be full paid and not liable to further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

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

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor, except that the substitution of the assignee does not release the assignor from liability to the Company under this Agreement.

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

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The payment of the purchase price shall be in cash or, if non-cash consideration is used, it shall be subject to this Section 4.6.

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Section 4. Sales Between Members. In the event that a Member desires to sell his Membership Interests to the other Members or purchase the Membership Interests of the other Members, the Offering Member shall give notice (for purposes of this Section 5.1, the "Notice") in writing to each of the other Members, stating his or its bona fide intention to transfer such Interest, and the purchase price for which such Offering Member's Interest is proposed to be transferred. The purchase price expressed as a percentage of capital in the Company shall also be an offer to purchase the other Member's Interests on the same terms proportionate to the other Member's capital ownership.

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4.1 Upon receipt of the Notice, each of the other Members shall have the first right and option to agree to purchase all (subject to Article 5 hereof) of the Offering Member's Interest proposed to be transferred, at the price set forthin the Notice, exercisable for a period of fifteen (15) days from the date of receipt of the Notice. In the alternative, each of the other Member's shall have the right to sell their interests to the Offering Member

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on the terms set forth in the Notice and at the same price as set forth in the Notice proportionate to the other Member's capital ownership.

4.2 Failure by all or any of the other Members to respond to the Notice within the fifteen (15) day period shall be deemed to constitute a notification to the Offering Member of the decision of the non-responding Members not to exercise the first right and option to purchase the Offering Member's Interest under this Section 5 and not to exercise their right to tender their Interests to the Offering Member. Upon the decision and notice by the other Members to either purchase all the Offering Member's Interest or sell to the Offering Member all of their Interests, the parties to such purchase shall close such purchase within thirty (30) days thereafter.

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Section 5. Return of Contributions to Capital.

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

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Section 6. Addition of New Members.

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

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

Article VI.
DISTRIBUTION OF PROFITS

Section 01 Qualifications and Conditions.

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

Section 02 Record Date.

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

Section 03 Participation in Distribution of Profit.

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

Section 04 Limitation on the Amount of Any Distribution of Profit.

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

Section 05 Date of Payment of Distribution of Profit.

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

Article VII.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

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

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

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

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

Article VIII.
AMENDMENTS

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

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

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

Section 01 Title to Company Property.

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

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

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

Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

l. Tax Provisions.

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

Section 2. Indemnification: Proceeding by Company. The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder,

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director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

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

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

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

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

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

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

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

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

ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

Section 6. No Obligation to Register. Such Member represents, warrants and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the

Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

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

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

ARTICLE XIII

Preparation of Agreement.

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

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

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

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

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

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

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

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

Member:

_____
Shawn Bidsal, Member

CLA Properties, LLC

by_____
Benjamin Gholshami, Manager

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Manager/Management:

_____
Shawn Bidsal, Manager

_____
Benjamin Golshami, Manager

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TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

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ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5.3 **Tax Status and Returns.**

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

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

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

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

EXHIBIT B

Member's Percentage Interest		Member's Capital Contributions
Shawn Bidsal	30%	$_____
CLA Properties. LLC	70%	$_____

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PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

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

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

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

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

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

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Losses shall be allocated according to Capital Accounts.

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

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

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EXHIBIT 26

From: David LeGrand <dgllawyer@hotmail.com>
Subject: Revised OPAG
Date: November 29, 2011 at 5:06:47 PM PST
To: Benjamin Gholshami <bengol7@yahoo.com>, Shawn Bidsal <wcico@yahoo.com>

Ben and Shawn. This version has Ben's "dutch auction" language and a buy-sell at FMV on a death or dissolution of a Member.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
702-218-6736
Fax: 702-362-2169

EXHIBIT 26

10A.App.2217

Transfer Act and/or the Electronic Signatures in Global and National Commerce Act. This message shall not be considered tax advice nor interpretation of any tax law or rule.

APPENDIX (PX)002014

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
a Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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

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

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

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

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

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

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

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

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

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

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

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

Section 04 Inspection of Records.

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

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

Article III.
MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

12.1 The affirmative vote of a Majority of the Member Interests shall be required to:

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

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

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

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

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

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

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

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

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

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

Section 14. Deadlock.

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

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

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

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

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

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

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

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

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

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

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

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

The Member contributions to the capital of the Limited Liability Company may be paid for, wholly or partly, by cash, by personal property, or by real property, or services rendered. By unanimous consent of the Members, other forms of contributions to capital of a Limited Liability company authorized by law may he authorized or approved. Upon receipt of the total amount of the contribution to capital, the contribution shall be declared and taken to be full paid and not liable to further call, nor shall the holder thereof be liable for any further payments on account of that contribution. Members may be subject to additional contributions to capital as determined by the unanimous approval of Members.

Section 02 Transfer or Assignment of Membership Interest.

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

A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his/her interest in the Limited Liability Company with the approval of all the Members of the Limited Liability Company by the affirmative vote of at least ninety percent in Interest of the members. The Substituted Member shall have all the rights and powers and is subject to all the restrictions and liabilities of his/her assignor, except that the substitution of the assignee does not release the assignor from liability to the Company under this Agreement.

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

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

Section 4. Purchase or Sell Right among Members.

In the event that a Member is willing to purchase the Remaining Member's Interest in the Company then the procedures and terms of Section 7.1 shall apply.

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.
"Seller" means the Member that accepts the offer to sell his or its Membership Interest.
"FMV" means "fair market value" obtained as specified in section 7.2.

Section 4.2 Purchase or Sell Procedure.

Any Member ("Offering Member") may give notice to the Remaining Member(s) that he or it is ready, willing and able to purchase the Remaining Members' Interests for a price the Offering Member thinks is the fair market value. The terms to be all cash and close escrow within 30 days of the acceptance.

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

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

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

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

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

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

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

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

Section7. Option of Members to Purchase Interest of Deceased or Dissolved Member.

Upon the death or dissolution of any Member, the other Members shall have an option, exercisable upon thirty (30) days written notice addressed to the executor or successor of the deceased or dissolved Member and to the Company, to purchase at FMV(determined in accordance with Section 4.2) the Interest of such deceased or dissolved Member in the Company in proportion to the ratio which the Interests of Members exercising such option bears to the total Interests of all Members.

~~Article VI.~~
DISTRIBUTION OF PROFITS

~~Section 01~~Section 03 Qualifications and Conditions.

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

~~Section 02~~Section 04 Record Date.

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

~~Section 03~~Section 05 Participation in Distribution of Profit.

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

~~Section 04~~Section 06 Limitation on the Amount of Any Distribution of Profit.

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

~~Section 05~~Section 07 **Date of Payment of Distribution of Profit.**

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

~~Article VII.~~Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

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

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

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

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

~~Article VIII.~~Article VII.
AMENDMENTS

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

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

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

Section 01 Title to Company Property.

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

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

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by

such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

l. Tax Provisions.

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

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

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

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

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

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

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

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

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

Member:

_____
Shawn Bidsal, Member

CLA Properties, LLC

by_____
Benjamin Gholshami, Manager

Manager/Management:

_____
Shawn Bidsal, Manager

_____
Benjamin Golshami, Manager

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 **Tax Status and Returns**.

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

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

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

EXHIBIT 27

From: David LeGrand <dgllawyer@hotmail.com>
Subject: GVC OPAG
Date: December 10, 2011 at 6:25:47 PM PST
To: Shawn Bidsal <wcico@yahoo.com>

Shawn, did you ever finish the revisions? Ben really wants to get this finished.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
Office; 702-727-6272
Fax: 702-362-2169
Cell: 702-218-6736

EXHIBIT 27

EXHIBIT 28

From: **David LeGrand** dgllawyer@hotmail.com
Subject: Invoice
Date: December 11, 2011 at 7:18 AM
To: Shawn Bidsal wcico@yahoo.com, Benjamin Gholshami bengol7@yahoo.com

Gents: attached please find invoice through yesterday. I would greatly appreciate receiving payment before year end and that will allow you the tax deduction for the this year asw well.

Thank you.

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
Office; 702-727-6272
Fax: 702-362-2169
Cell: 702-218-6736

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
Phone: 702-218-6736
Fax: 702-362-2169
Email: dgllawyer@hotmail.com

Invoice for Period Ending December 10, 2011
Green Valley Commerce and Country Club, LLC

.6 hrs. 11-4-11 Review Ben Golshami voice mail and fax re buy sell; commence revision of OPAG; T/C Ben Golshami re buy sell;

.8 hrs. 11-30-11 T/Cs Ben Golshami re OPAG; revise draft OPAG incorporating client buy-sell provisions and email same.

.2 hrs. 12-2-11 T/C Shawn Bidsal re GVC OPAG questions and modifications.

For services rendered 1.6 Hrs at $200 per hour; $320

Total Balance due $320.00

Please remit payment to David G. LeGrand at address above

EXHIBIT 28

David G. LeGrand, Esq.
2610 South Jones, Suite 1
Las Vegas, NV 89146
Phone: 702-218-6736
Fax: 702-362-2169
Email: dgllawyer@hotmail.com

Invoice for Period Ending December 10, 2011
Green Valley Commerce and Country Club, LLC

.6 hrs. 11-4-11 Review Ben Golshami voice mail and fax re buy sell; commence revision of OPAG; T/C Ben Golshami re buy sell;

.8 hrs. 11-30-11 T/Cs Ben Golshami re OPAG; revise draft OPAG incorporating client buy-sell provisions and email same.

.2 hrs. 12-2-11 T/C Shawn Bidsal re GVC OPAG questions and modifications.

For services rendered 1.6 Hrs at $200 per hour; $320

Total Balance due $320.00

Please remit payment to David G. LeGrand at address above

EXHIBIT 29

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.
DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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EXHIBIT 29

APPENDIX (PX)002047

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

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

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

State of Formation shall mean the State of Nevada.

Article II.
OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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

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

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

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

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

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

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

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

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

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

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

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

Section 04 Inspection of Records.

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

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

Article III.
MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

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

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

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

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

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

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

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

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

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

Section 14. Deadlock.

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

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

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

Article IV.
MANAGEMENT

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

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

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

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

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

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

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

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

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

Section 03 Removal.

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

Article V.
MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

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

Section 4.2 Purchase or Sell Procedure.

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

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

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

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

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

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

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

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

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.
ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

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

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

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

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

Article VII.
AMENDMENTS

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Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

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

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

Section 01 Title to Company Property.

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

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

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

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Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

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d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

I. **Tax Provisions.**

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

ARTICLE XI
INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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ARTICLE XII
INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

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

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

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

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

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

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

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

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

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Member:

Shawn Bidsal, Member

CLA Properties, LLC

by _____
Benjamin Golshani, Manager

Manager/Management:

Shawn Bidsal, Manager

Benjamin Golshami, Manager

BG PB

APPENDIX (PX)002067

TAX PROVISIONS

EXHIBIT A

1.1 Capital Accounts.

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

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

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

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

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

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

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

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ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 **Tax Status and Returns**.

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

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

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

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

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EXHIBIT B

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

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

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EXHIBIT 30

SMITH & SHAPIRO
ATTORNEYS AT LAW

James E. Shapiro, Esq.
jshapiro@smithshapiro.com

July 7, 2017

Via first class U.S. Mail & certified U.S. Mail to:

CLA Properties, LLC
Attn: Benjamin Golshani
2801 S. Main St.
Los Angeles, CA 90007

RE: Green Valley Commerce, LLC, a Nevada limited liability company

OFFER TO PURCHASE MEMBERSHIP INTEREST

Dear Mr. Golshani,

By this letter, SHAWN BIDSAL (the "***Offering Member***"), owner of Fifty Percent (50%) of the outstanding Membership Interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "***Company***") does hereby formally offer to purchase CLA Properties, LLC's (the "***Remaining Member***") Fifty Percent (50%) of the outstanding Membership Interest in the Company pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement.

The Offering Member's best estimate of the current fair market value of the Company is $5,000,000.00 (the "***FMV***"). Unless contested in accordance with the provisions of Section 4.2 of Article V of the Operating Agreement, the forgoing FMV shall be used to calculate the purchase price of the Membership Interest to be sold.

Upon receipt of this notice, the Remaining Member has certain rights and obligations, as set forth in Section 4.2 of Article V of the Operating Agreement. This notice shall trigger the time periods and procedures set forth therein.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

cc: Shawn Bidsal

EXHIBIT 31

CLA PROPERTIES, LLC
2801 S. Main Street, Los Angeles, CA 90007

August 3, 2017

Via Fed Ex and U.S. Mail and Email
Shahram "Shawn" Bidsal
14039 Sherman Way Boulevard
Suite 201
Van Nuys, California 91405

Re: Green Valley Commerce, LLC, a Nevada Limited Liability Company

CLA's Election to Purchase Membership Interest

Dear Shawn:

By this letter, CLA Properties, LLC, the owner of 50% of the outstanding membership interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "Company"), in response to your July 7, 2017 Offer To Purchase Membership Interest, hereby in accordance with section 4, Article v of the agreement, elects and exercises its option to purchase your 50% membership interest in the Company on the terms set forth in the July 7, 2017 letter based on your $5,000,000.00 valuation of the Company. The purchase will be all cash, with escrow to close within 30 days from the date hereof. We will contact you regarding setting up the escrow. I trust that there has not been any distribution of the cash on hand that I have not approved of (either before or after July 7, 2017), nor should there be any such distributions, nor should any agreements be entered into, including any sale agreements, without CLA's written consent.

Thank you.

Sincerely,

CLA Properties, LLC

By _____
Benjamin Golshani, Manager

cc: James E. Shapiro, Esq.
Smith & Shapiro
2520 St. Rose Parkway, Suite 220
Henderson, NV 89074

EXHIBIT 31

EXHIBIT 32

SMITH & SHAPIRO
ATTORNEYS AT LAW

James E. Shapiro, Esq.
jshapiro@smithshapiro.com

August 5, 2017

Via FedEx Overnight & email to:

Benjamin Golshani
2801 S. Main St.
Los Angeles, CA 90007
ben@claproperties.com

RE: Green Valley Commerce, LLC, a Nevada limited liability company

RESPONSE TO COUNTEROFFER TO PURCHASE MEMBERSHIP INTEREST

Dear Mr. Golshani,

This letter is in response to your August 3, 2017 letter relating to the Membership Interest in Green Valley Commerce, LLC, a Nevada limited liability company (the "***Company***").

By this letter, and in accordance with Article V, Section 4 of the Company's Operating Agreement, SHAWN BIDSAL, owner of Fifty Percent (50%) of the outstanding Membership Interest in the Company, does hereby invoke his right to establish the FMV by appraisal.

Mr. Bidsal's two MIA Appraisers for the Nevada properties are:

(1) Lubawy & Associate, 3034 south durango, suite 100, Las Vegas NV 89117, 702-242-9369; and

(2) Valuation Consultant, Keith Harper, 4200 Cannoli Circle, Las Vegas NV 89103, 702-222-0018.

Mr. Bidsal's two MIA Appraisers for the Arizona properties are:

(3) Commercial Appraisals, 2415 E Camelback Rd, Ste 700, Phoenix AZ 85016, 602-254-3318; and

(4) US Property Valuations, 3219 E Camelback Rd, Phoenix AZ 85018, 602-315-4560.

Please provide my office with two MIA appraisers within two weeks.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.

cc: Shawn Bidsal

EXHIBIT 33

ben@claproperties.com

From: ben@claproperties.com
Sent: Tuesday, August 15, 2017 5:36 PM
To: 'shawn bidsal'
Subject: Escrow company

Categories: 2017

Shawn,

it was good speaking with you on Sunday. Although we considered to talk about an alternative resolution to our disputes, I am waiting for a concrete proposal from you. Right now, I am planning on closing escrow to purchase your membership interest in both entities pursuant to my elections to buy at the price you offered. Since we are both located in Los Angeles, I suggest we use a local escrow company.

Ben

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