

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

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APPELLANT'S APPENDIX

VOLUME 15

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EXHIBIT “C”

EXHIBIT “C”

LEVINE & GARFINKEL

ATTORNEYS AT LAW

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July 2, 2020

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VIA E-MAIL

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Henderson, NV 89076

Re: Bidsal v. CLA Properties, LLC
JAMS Reference No: 1260005736

Gentlemen:

This letter is written regarding Claimant Shawn Bidsal's Responses To Respondent CLA Properties, LLC's First Set Of Interrogatories To Shawn Bidsal (the "Responses" or "responses"). This letter shall serve as CLA's good faith attempt to meet and confer.

On or about February 7, 2020, Bidsal filed his Demand for Arbitration (the "Demand") with JAMS. The Demand states in pertinent part "Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company."

On May 12, 2020, CLA served its First Set of Interrogatories to Shawn Bidsal. The Interrogatories seek information supporting Bidsal's Demand. On June 22, 2020, Bidsal served the Responses. For the reasons set forth below, the Responses are deficient and must be supplemented.

1. Interrogatories No. 1, No. 2, and No. 3

Interrogatories No. 1, No. 2, and No. 3 focus on the "purchase price" that Bidsal contends CLA must pay Bidsal for his membership interest in Green Valley. Obviously we are entitled to Bidsal's contentions. Specifically, the Interrogatories seek the amount of the purchase price, the calculation of the purchase price, and documents that support the calculation of the purchase price. Bidsal's responses fail to provide any information whatsoever. Instead, Bidsal objects to the Interrogatories on the following grounds: (1) the Interrogatories call for speculation; (2) the calculation of the purchase price is currently the subject of the present arbitration and thus speculative prior to a decision by the Arbitrator and would be premature and conjectural; (3) Bidsal is unable to calculate the purchase price due to a lack of information as a result of restrictions imposed by

James E. Shapiro, Esq.
 July 2, 2020
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COVID-19; and (4) the proper calculation of the purchase price can only be determined once the effective date of transfer is identified and because the effective date of transfer has not been identified, it is impossible to calculate the purchase price.

Bidsal's objections are frivolous and demonstrate bad faith.

First, on July 7, 2017, Bidsal sent CLA an offer to buy CLA's 50% interest in Green Valley based on a valuation of \$5,000,000.00. If CLA accepted Bidsal's offer or 30 days passed without a response by CLA, then Bidsal would have had to pay CLA pursuant to the formula contained in Section 4 of the Green Valley Operating Agreement. It is inconceivable that Bidsal did not know the purchase price (3) years ago when the offer was made. At that time, Bidsal would have undoubtedly calculated the purchase price. How else did he expect to pay? Is it Bidsal's contention that he had no idea?

Second, under Bidsal's theory, CLA would not find out what Bidsal contends the purchase price is until after the arbitration which obviously a ridiculous position for him to take. Bidsal is obligated to provide answers in good faith and he needs to set forth his contentions NOW.

Bidsal has brought this arbitration claiming that there are certain elements of the formula that need clarification; he cannot hide behind some ridiculous theory that he has to wait until the arbitration is completed to be able to provide discovery which should be done before the arbitration.

Bidsal brought this arbitration; CLA is entitled to know what he contends.

CLA is entitled to full, complete responses.

2. Interrogatories No. 4, No. 5, No. 6 and No. 7

Interrogatories No. 4, No. 5, No. 6, and No. 7 focus on the "services" that Bidsal claims he is entitled to compensation for. The Interrogatories focus on the facts supporting compensation, the identity of individuals with knowledge or facts pertaining to the claim for compensation, the identity of documents supporting the claim for compensation, and the amount Bidsal should be paid for the services rendered to Green Valley.

Interrogatory No. 5 requests that Bidsal identify all persons with knowledge of the facts supporting his entitlement to compensation for services rendered to Green Valley. In response, Bidsal has objected to the Interrogatory on the grounds that it seeks irrelevant information, is not reasonably calculated to lead to the discovery of evidence, is overbroad, and unduly burdensome. This objection is without merit. The information sought by this Interrogatory is clearly relevant and Bidsal is obligated to fully respond.

Interrogatory No. 6 requests that Bidsal identify documents that support his claim that he is entitled to compensation for services rendered to Green Valley. In response,

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Bidsal objected to this Interrogatory on the grounds that it seeks irrelevant information, is not reasonably calculated to lead to the discovery of admissible evidence, is overbroad, and unduly burdensome. Moreover, Bidsal claims that due to COVID-19 restrictions, his access to documentation has been limited or temporarily terminated. Again, the objections to this Interrogatory are without merit. The information sought by this Interrogatory is clearly relevant and CLA is entitled to a complete response.

Interrogatory No. 7 requests Bidsal to set forth his calculation of the amount that he believes he is owed for services rendered to Green Valley. Bidsal has objected to the Interrogatory on the following grounds: (1) the Interrogatory calls for speculation; (2) the calculation and accounting of services rendered is currently the subject of the present arbitration and thus any accounting would be speculative prior to a decision by the Arbitrator and would be premature and conjectural; (3) the total compensation will depend on the effective date of the transfer, which has not been established; and (4) due to COVID-19 restrictions currently in place, Bidsal's access to documents and information has been severely limited and/or temporarily terminated.

These objections are without merit. As discussed above, CLA is entitled to know Bidsal's contentions now, not during or after the arbitration. Under Bidsal's theory, CLA would not find out what Bidsal claims he is entitled to by way of compensation until after the arbitration. Bidsal's responses are not only not in good faith, but they are clearly in bad faith. Bidsal is asserting he is entitled to compensation; what does he claim?

Interrogatory No. 8

Interrogatory No. 8 seeks information regarding Bidsal's Responses to CLA's First Set of Requests for Admissions to Shawn Bidsal which consisted of just ONE request.

Bidsal attempts to relitigate the first arbitration and judgment in responding to No. 8(a). The FMV has been established by the arbitration and judgment as \$5,000,000.00. Bidsal has an obligation to not unreasonably construe the request for admission.

Bidsal's purported response to No. 8 (b) suffers from the same infirmity. Bidsal has admitted that COP is defined in the Operating Agreement Section 4.1:

"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.

Bidsal does not get to remake or make up definitions as he chooses. The Green Valley property was purchased and later subdivided. Bidsal has the closing statement. By Bidsal's admission that closing statement contains the cost of purchase. Bidsal's response is evasive, nonresponsive and again in bad faith.

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July 2, 2020
Page 4

In No. 8(c) of the response, Bidsal states "Due to COVID-19 restrictions, Bidsal is unable to verify the capital account balances, which must take into account events which occurred after the properties were originally purchased." The objection to providing this information is without merit. The restrictions in California have been lifted, and Bidsal clearly is able to obtain this information. CLA is entitled to a full, complete response, to this Interrogatory.

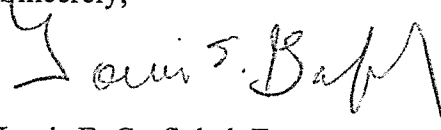
3. Interrogatory No. 10

Interrogatory No. 10 requests that Bidsal set forth in detail the amount of the capital account of each member of Green Valley on September 6, 2017. In response, Bidsal objects to the Interrogatory on the grounds that it is vague, Green Valley's business records speak for themselves and should be relied on in determining the value of the capital accounts on September 6, 2017, and due to COVID-19 restrictions, Bidsal's access to documents responsive is limited and/or temporarily terminated. Again, Bidsal's objections are without merit. COVID-19 restrictions have been lifted, and Bidsal is able to obtain the necessary records. CLA is entitled to a full, complete response.

For the reasons set forth above, Bidsal's responses to CLA's Interrogatories No. 1, No. 2, No. 3, No. 5, No. 6, No. 7, No. 8 and No. 10 are deficient and CLA is entitled to complete responses.

Please advise me within five (5) days of this letter whether Bidsal intends to provide complete responses to these Interrogatories. If so, Bidsal's supplemental responses should be provided by the close of business July 13, 2020. If CLA does not receive complete responses, it intends to file a motion with the Arbitrator compelling such responses.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis E. Garfinkel", with a stylized flourish at the end.

Louis E. Garfinkel, Esq.

LEG:mb
cc: Rod Lewin (via e-mail rod@rtlewin.com)

Melanie Bruner

From: Melanie Bruner
Sent: Thursday, July 02, 2020 10:10 AM
To: 'jshapiro@smithshapiro.com'; 'dgerrard@gerrard-cox.com'
Cc: Louis Garfinkel; 'rod@rtlewin.com'
Subject: Bidsal v. CLA Properties, LLC/JAMS Ref. No. 1260005736
Attachments: Shapiro.2.pdf

Importance: High

Good morning,

Attached please find correspondence dated July 2, 2020 related to the above referenced matter.

Thank you,

Melanie Bruner
Assistant to Louis E. Garfinkel, Esq.
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1671 West Horizon Ridge Parkway
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EXHIBIT “D”

EXHIBIT “D”



James E. Shapiro, Esq.
jshapiro@smithshapiro.com

July 10, 2020

Via email only to:

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8665 Wilshire Boulevard, Suite 210
Beverly Hills, CA 90211
rod@rtlewin.com

RE: Green Valley Commerce, LLC

SHAWN BIDSAL'S RESPONSES TO CLA PROPERTIES, LLC'S FIRST SET OF INTERROGATORIES

Louis & Rod:

We are in receipt of your letter dated July 2, 2020, regarding Shawn Bidsal's ("**Bidsal**") Responses to CLA Properties, LLC's ("**CLA**") First Set of Interrogatories with respect to the pending arbitration identified as JAMS Reference Number 1260005736 (the "**Arbitration**").

As noted in your July 2, 2020 correspondence, and the Demand for Arbitration, the Arbitration was initiated by Bidsal "...to resolve disagreements between the members relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company."

We acknowledge your assertion that Bidsal's responses to CLA's First Set of Interrogatories served on or about May 12, 2020 are deficient. In fact, we have acknowledged, both within our responses to the Interrogatories themselves, and in different communications with you, that due to the COVID-19 restrictions and other factors, we are unable to provide a complete response at this time. The fact that Mr. Lewin appeared from his home at the recent hearing demonstrates that the COVID-19 restrictions are very real and are having a very real impact on everyone's ability to conduct business. However, as I have stated in my prior correspondence with you, we will supplement our responses when we are able to do so.

Subject to the forgoing, I'll provide more specific responses to each of the points raised in your letter.

Interrogatory Numbers 1-3

We agree that Interrogatory Numbers 1-3 focus on the "purchase price" that CLA must pay Bidsal to purchase Bidsal's membership interest in Green Valley Commerce, LLC ("**GVC**"), however we disagree that Bidsal failed to provide any information and documents that directly pertain to the referenced interrogatories. Bidsal, in his first supplemental production of documents produced 64 pages of relevant tax records, 20 pages of relevant deeds and 6 pages of relevant settlement statements.

Bidsal, in good faith, is providing both CLA and the Arbitrator all of the documents and information within his possession in order for the Arbitrator to arrive at a reasoned conclusion

smithshapiro.com

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Fax 702.318.5034

APPENDIX (PX)003027

Louis E. Garfinkel, Esq.
 July 10, 2020
 Page 2 of 2



regarding purchase formula and price. Unfortunately, due to COVID-19, that process is much slower than it would ordinarily be, and Bidsal is still attempting to locate and produce all relevant documents and information. We will supplement responses as soon as is reasonably possible.

Interrogatory Numbers 4-7

These interrogatories focus on services Bidsal has rendered and is continuing to render to GVC. Bidsal, in his first supplemental production of documents produced 1,118 pages of relevant leases and lease amendments that are pertinent to the referenced interrogatories.

Further, in order to provide any sort of calculation, we need to know the effective date, which at the time that we propounded our responses, was unknown. Now that you have identified the effective date you believe is applicable, that unknown is resolved and once we get all of the other information needed to supplement these responses, we will do so.

Interrogatory Number 8

As stated on many prior occasions, we will certainly supplement our response to this Interrogatory once we are able to access and process all of the necessary documents and information.

Interrogatory Number 10

You have indicated that "COVID-19 restrictions have been lifted..." This statement regarding COVID-19 restrictions is inaccurate. Bidsal's offices are located in Van Nuys, California in Los Angeles County. As you may or may not be aware, on July 4, 2020, the County of Los Angeles Health Officer issued an order with regard to Los Angeles County. The July 4th Order noted that the County of Los Angeles is showing a "troubling and substantial" increase in new daily reported COVID-19 cases and hospitalizations. As such, the Public Health Officer ordered immediate temporary closures of specific activities and business sectors. The Public Health Officer indicated that the July 4th Order's intent was to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. In the July 4th Order it categorizes "Non-Essential office-based businesses" as "Lower-Risk Businesses" and states "telework is strongly encouraged." Thus, Bidsal is still experiencing significant challenges with regard to operating his offices in a manner in which would allow for the access and manpower needed to provide full and complete responses to CLA's discovery requests. That being said, Bidsal is making every effort respond to CLA's discovery requests and we will supplement responses as soon as possible.

Sincerely,

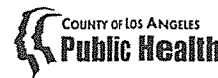
SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

Enclosures: July 4, 2020 Order

cc: Shawn Bidsal (via email only)
 Douglas D. Gerrard, Esq. (via email only)

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



**REOPENING SAFER AT WORK AND IN THE COMMUNITY
FOR CONTROL OF COVID-19**

**MOVING THE COUNTY OF LOS ANGELES INTO
STAGE 3 OF CALIFORNIA'S PANDEMIC
RESILIENCE ROADMAP**

Revised Order Issued: July 4, 2020

Recent Update

7/1/20—Noted revision date for **Appendix L: Reopening Protocol for Gyms and Fitness Establishments** on page 17.

7/2/20—Noted revision date for **Appendix F: Protocol for Places of Worship**

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine, imprisonment, or both. (California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19 and May 7, 2020. The State Public Health Officer has articulated a 4 Stage framework – California Pandemic Resilience Roadmap to inform the State's actions that reintroduce activities and sectors in a phased manner and with necessary modifications to protect health and safety, and to lower the risk of Novel Coronavirus Disease (COVID-19) transmission and outbreaks in a community.

This Order is issued to align the County of Los Angeles (County) with State Executive Orders and State Health Officer Orders that support the phased reopening of the California Pandemic Resilience Roadmap. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders and guidance that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety, and that may also progressively close specific activities and business sectors based on increases in daily reported COVID-19 cases, hospitalizations, and the testing positivity rates. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer. Changes from the previous Order are highlighted.

This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a cloth face covering over both the nose and mouth when in or likely to be in contact with others, to lower the risks of person-to-person contact for themselves and others.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective immediately and will continue until further notice.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
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UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:

1. This Order supersedes the Health Officer's Prior Orders. In order to immediately address the serious recent regression of COVID-19 Indicators within the County of Los Angeles, which show troubling and substantial increases in new daily reported COVID-19 cases, hospitalizations, and the testing positivity rate, this Order requires the immediate temporary closure of specific activities and business sectors. This Order aligns the County with both the Governor's July 1, 2020, announcement requiring the closure of specific activities and business sectors and the State Public Health Officer's phased reopening approach guided by the California Pandemic Resilience Roadmap. The Health Officer will continue to assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
2. This Order's intent is to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should remain in their residences whenever practicable.
 - a) Nothing in this Order prohibits members of a single household or living unit from engaging in permitted activities together. But gatherings of people who are *not* part of a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order.
 - b) People leaving their residences must strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health. This Order, beginning June 19, 2020, requires all persons wear a cloth face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places, whether indoors or outdoors. This includes wearing a cloth face covering when patronizing a business. Wearing a cloth face covering reduces the risk of transmission to others from people who do

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
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not have symptoms and do not know they are infected. The use of face coverings is commonly referred to as “source control.”

- c) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.
 - i. In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees within a span of 14 days the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821.
 - ii. In the event that an owner, manager, or operator of any business is informed that one or more employees of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).
 - d) Pursuant to the State of California’s action¹ and the United States District Court Central District of California’s order,² jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.
4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences as much as possible during the pandemic. People in these categories should leave their residences only when necessary to seek medical care, exercise or obtain food or other necessities. The Health Officer strongly recommends that all employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health conditions.
5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
- a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees

¹ Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/>; 2020-21 May Revision to the Governor’s Budget, Project Roomkey, pg. 78-79

² Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.

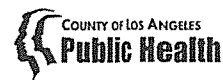
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serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.

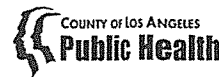
- b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
 - c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
 - d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing, to the extent possible.
6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
7. The Health Officer orders the closure of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
- a) Lounges and nightclubs;
 - b) Bars, breweries, tasting rooms, craft distilleries, and wineries that possess a valid low risk restaurant public health permit issued by the County of Los Angeles.
 - c) Brewpubs, craft distilleries and breweries and wineries, with premises set aside for beer and/or wine tasting, that are exempt from the definition of a food facility by California Health and Safety Code Section 113789(c)(5), and do not hold a health permit for preparing and serving food on site.
 - d) Public entertainment venues: movie theaters, live performance theaters, concert venues, theme parks, and festivals;
 - e) Family entertainment centers such as bowling alleys, arcades, miniature golf, and batting cages;
 - f) All restaurants, but only for indoor, in-person onsite dining, for at least 21 days, and until further notice;
 - g) Cardrooms, satellite wagering facilities, and racetrack onsite wagering facilities, for at least 21 days, and until further notice;
 - h) Indoor and outdoor playgrounds for children, except those located within a school or childcare center;

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- i) Indoor portions and exhibits of museums, zoos and aquariums, are closed to the public for at least 21 days, and until further notice;
 - j) Hot tubs, steam rooms and saunas not located on a residential property;
 - k) All events and gatherings, unless specifically allowed by this Order.
8. All Essential Businesses may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol defined in Paragraph 20 and attached to this Order as **Appendix A**. An Essential Business' owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the Essential Business meets all other requirements of the Social (Physical) Distancing Protocol.
9. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are five categories of Lower-Risk Businesses that may reopen under this Order: (1) retailers ("Lower-Risk Retail Businesses"), (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses, (3) Non-Essential office-based businesses (although telework is strongly encouraged), (4) Indoor Malls and Shopping Centers, and (5) hair salons and barbershops. These five categories of Lower-Risk Businesses may reopen subject to the following conditions:
- a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, prior to reopening, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**.
 - b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as **Appendix C**.
 - c) For any Non-Essential office-based business, which includes faith-based office facilities for those employed by the organization and where the facility is their regular place of work, the owner, manager, or operator, must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites, attached to this Order as **Appendix D**.
 - d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, the owner or operator may reopen the Indoor Mall or Shopping Center up to 50% of overall shopping center capacity. Higher-risk businesses (e.g. movie theaters, bars, restaurants, spas, nail salons, or other personal care establishments) located within an indoor mall or shopping center must continue to comply with Paragraph 7 of this Order and remain closed until each of those types of

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establishments are allowed to resume modified or full operation. Indoor Mall or Shopping Center indoor food court dining and seating areas must close, for at least 21 days, and until further notice. Restaurants located within an Indoor Mall or Shopping Center may offer food for delivery, carry out, and outdoor table dining. The owner or operator of the Indoor Mall or Shopping Center must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.

- e) For hair salons and barbershops, the owner, manager, or operator must, prior to reopening, prepare, implement and post the Reopening Protocols for Hair Salons and Barbershops, attached to this Order as **Appendix H**.

9.5. The State Public Health Officer has provided guidance for certain sectors, businesses and activities in Stage 3 of the California Pandemic Resilience Roadmap to conditionally reopen no earlier than June 12, 2020. The Health Officer, after considering local epidemiological data and after consultation with the Board of Supervisors, approves the reopening of the following specific sectors, businesses and activities subject to the following conditions:

- a) Music, film and television production. Operations for music, film and television production may resume on June 12, 2020. The owner, manager, or operator of music, film and television production must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Music, Film and Television Production, attached to this Order as **Appendix J**, as well as abide by applicable industry-generated protocols.
- b) Day camps. Day camps may reopen on June 12, 2020. Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.
- c) Fitness facilities. Fitness facilities, including private gymnasiums, may reopen on June 12, 2020. The owner, manager, or operator of fitness facilities must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Gyms and Fitness Establishments, attached to this Order as **Appendix L**.
- d) Outdoor portions of museums, galleries, botanical gardens, and outdoor facilities at zoos, aquariums, and other similar exhibition spaces (collectively, "Museums") may remain open to the public. The indoor portions of Museums are closed to the public for at least 21 days and until further notice. The owner, manager, or operator of Museums and exhibition spaces must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Museums, Galleries, Zoos, and Aquariums, attached to this Order as **Appendix M**.
- e) Professional sports without audiences. Professional sports teams and franchises may restart operations and competitions without audiences on June 12, 2020. The owner, manager, or operator of professional sports teams and

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franchises must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events, attached to this Order as **Appendix N**, as well as abide by applicable industry-generate protocols.

- f) Campgrounds, RV Parks and associated outdoor activities. Campgrounds and recreational vehicle parks may reopen on June 12, 2020. The owner, manager, or operator of campgrounds and RV Parks must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units, attached to this Order as **Appendix O**.
- g) [Intentionally Omitted].
- h) Personal Care Establishments. These establishments include nail salons, tanning salons, esthetician, skin care, and cosmetology services; electrology, body art professionals, tattoo parlors, and piercing shops; and massage therapy (in non-healthcare settings), and may reopen on June 19, 2020, provided that the number of persons admitted into these establishments is limited to 50% of the total maximum occupancy (or occupant load) assigned for that building or room on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code. The owner, manager or operator of a personal care establishment must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Personal Care Establishments, attached to this Order as **Appendix R**.
- i) [Intentionally Omitted].

REASONS FOR THE ORDER

- 10. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.
- 11. Existing community transmission of COVID-19 in Los Angeles County continues to present a substantial and significant risk of harm to residents' health. There is still no vaccine available yet to protect against COVID-19, and no treatment for it. As of July 2, 2020, there have been at least 107,667 cases of COVID-19 and 3,454 deaths reported in Los Angeles County. There remains a strong likelihood of a

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significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

12. Evidence suggests that until recently the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Unfortunately, the daily number of new cases has significantly increased and hospitals within the County are admitting an increasing number of patients diagnosed with COVID-19, including patients with severe illness in their intensive care units. Further, the hospitals are at risk of being overwhelmed or exceeding capacity. Moreover, because there is not yet a vaccine or proven therapeutic drug, the public health emergency and attendant risks to the public's health by COVID-19 still predominate.
13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. The recent regression of some of these COVID-19 Indicators – specifically related to hospital utilization and capacity – makes it appropriate, at this time, to reimpose certain restrictions that are intended to limit person-to-person contact and slow the current rates of community transmission. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
14. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
 - a. The number of new hospitalizations and deaths.
 - b. The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.
 - c. The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.

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- d. The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
- e. The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

DEFINITIONS AND EXEMPTIONS

15. The following activities are permitted under this Order:

- a. Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional, obtaining medical supplies or medication, visiting a physician or child's pediatrician for routine care, such as, well-child visits and vaccinations;
- b. Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
- c. Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
- d. Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court;
- e. Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- f. Obtaining in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- g. Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- h. Attending in-person faith-based services, provided that any indoor gathering of congregants where a service is held, is limited to the lower of 25% of the total maximum occupancy (or occupant load) assigned for that building or room on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code, or a maximum of 100 people. There is no maximum for faith-based services that are held outdoors, provided that the attendees have enough space to observe strict Social (Physical) Distancing, including a minimum of six feet between attendees from different households. Faith-based organizations holding in-person services both indoor and outdoor, must follow the Department

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of Public Health Places of Worship Protocols, attached to this Order as **Appendix F**.

- i. Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and subject to the following limitations:
 - i. Outdoor recreation activity at parks, trails, piers, and beaches, and other open spaces must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks, must comply with any access or use restrictions separately established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
 - iv. Swimming pools and splash pads in any non-residential setting may reopen on June 12, 2020, with the owner, manager, or operator of the swimming pool or splash pad implementing and posting the required Los Angeles County Department of Public Health Protocol for Swimming Pools. All hot tubs, saunas, and steam rooms located on non-residential property remain closed.
 - v. For-hire fishing, guided fishing, or small-group chartered boat trips may resume operating on June 12, 2020, with the owner, manager, or operator of the charter business implementing the required Los Angeles County Department of Public Health Protocol for Chartered Boats.
- j. Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as **Appendix G**.
- k. Participating in an in-person protests as long as, for indoor protests, (1) attendance is limited to 25% of the relevant area's maximum occupancy, as defined by the relevant local permitting authority or other relevant authority, or a maximum of 100 attendees, whichever is lower, and (2) physical distancing of six (6) feet between persons or groups of persons from different households is maintained at all times. Outdoor protests are permitted without a limit on attendees. Persons participating in a protest must wear a cloth face covering and maintain physical distancing of six (6) feet between persons or groups of persons from different households at all times, as well as observe the Department of Public Health Protocol for Public Demonstrations.

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16. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
17. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.
18. For purposes of this Order, Essential Businesses are:
 - a. Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
 - b. Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
 - c. Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
 - d. Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within the household's

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residence and without the physical presence of any non-member of the household.

- e. Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f. Banks, credit unions, financial institutions and insurance companies;
- g. Hardware stores, nurseries; building supply stores;
- h. Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i. Businesses providing mailing and shipping services, including post office boxes;
- j. Educational institutions (including public and private K-12 schools, colleges, and universities). Public and private K-12 schools and school-based programs may begin planning for forth-coming school year in compliance with the State Public Health Officer's guidance for Schools and School-Based Programs;
- k. Laundromats, dry cleaners, and laundry service providers;
- l. Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru, carry out, and outdoor onsite table dining. Indoor dining is not permitted. Restaurants with a moderate risk or high risk restaurant permit issued by the County of Los Angeles Department of Public Health and other food facilities that provide in-person outdoor dining must follow the revised Department of Public Health Protocols for Restaurants, attached to this Order as **Appendix I**. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m. Businesses that supply office or computer products needed by people who work from home;
- n. Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o. Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- p. Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;

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- q. Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
 - r. Home-based care for seniors, adults, disabled persons, or children;
 - s. Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
 - t. Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
 - u. Childcare facilities. To the extent possible, childcare facilities must operate under the following conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
 - v. Hotels, motels, shared rental units and similar facilities. Beginning June 12, 2020, these may reopen for tourism and individual travel, in adherence with the required Los Angeles County Department of Public Health Reopening Protocol for Hotels, Lodging and Short-Term Rentals, attached to this Order as **Appendix P**;
 - w. Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction; and
 - x. Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings.
19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6) feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face covering when whenever an individual leaves their home or place of residence, and when an individual is or can be in contact with or walking by or past others who are non-household members in both public and private places, whether indoors or outdoors. Wearing a cloth face covering over both the nose and mouth reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.

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20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
- a. Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
 - b. Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
 - c. Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
 - d. Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
 - e. Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.
 - f. Providing cloth-face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public.
 - g. Requiring that members of the public who enter the facility wear a face-covering over both the nose and mouth, which reduces the risk of "asymptomatic" or "pre-symptomatic" transmission to workers and others, during their time in the facility.
 - h. Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/
21. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
- a. The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
 - b. The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



ADDITIONAL TERMS

22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
 - a. The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b. Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
25. This Order is issued to align the County with the phased reopening approach of the California's Pandemic Resilience Roadmap. This Order will be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities for reopening with required modifications or closure at a pace designed to protect health and safety. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
26. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a

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menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.

27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.

28. This Order shall become effective immediately on July 4, 2020 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:

Muntu Davis MD, MPH

7/4/2020

Muntu Davis, M.D., M.P.H.

Date

Health Officer,
 County of Los Angeles

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



Appendices At-A-Glance

All DPH protocol is available at:

<http://www.publichealth.lacounty.gov/media/Coronavirus/>

Appendix A: Protocol for Social Distancing

Appendix B: Protocols for Retail Establishments Opening for In-person Shopping

Appendix C: Reopening Protocol for Warehousing, Manufacturing and Logistic Establishments

Appendix D: Protocols for Office Worksites

Appendix E: Protocols for Shopping Center Operators

Appendix F: Protocol for Places of Worship [Revised 7/2/2020]

Appendix G: Protocol for Vehicle-Based Parades

Appendix H: Reopening Protocol for Hair Salons and Barbershops

Appendix I: Protocol for Restaurants [Revised 7/1/2020]

Appendix J: Reopening Protocol for Music, Film, and Television Production

Appendix K: Reopening Protocol for Day Camps

Appendix L: Reopening Protocol for Gyms and Fitness Establishments
[Revised 7/1/2020]

Appendix M: Reopening Protocol for Museums, Galleries, Zoos, and Aquariums
[Revised 7/1/2020]

Appendix N: Protocol for Professional Sports Leagues and Facilities Opening for Training Sessions and Spectator-Free Events

Appendix O: Reopening Protocol for Campgrounds, RV parks and Cabin Rental Units

Appendix P: Reopening Protocol for Hotels, Lodging, and Short-Term Rentals

Appendix Q: [Rescinded 7/1/2020]

Appendix R: Reopening Protocol for Personal Care Establishments

Appendix S: [Rescinded 6/28/2020]

EXHIBIT “E”

EXHIBIT “E”

PTNC
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SHAWN BIDSAL, an individual,

Claimant and Counter
 Respondent

v.

CLA PROPERTIES, LLC, a California
 limited liability company,

Respondent and
 Counterclaimant

JAMS Ref. No. 1260005736

**CLA'S FIRST SET OF REQUEST FOR
 ADMISSIONS TO SHAWN BIDSAL**

No. 1

REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSIONS NO. 1:

Unless the judgment affirming the April 5, 2019 Award in JAMS Arbitration 1260004569 is reversed on appeal, CLA Properties, LLC ("CLA") shall be entitled to purchase Shawn Bidsal's membership interest in Green Valley Commerce, LLC for a gross price (before offsets, if any) based on the following formula: "(FMV-COP) x 0.5 + capital contributions of the Offering Member(s) at the time of purchasing the property minus prorated liabilities" and with (a) FMV being \$5,000,000.00, (b) COP being \$4,049,290, (c) capital contributions of the Offering

1 Member(s) at the time of purchasing the property being \$1,250,000, and (d) prorated liabilities
2 being zero.
3

4 Dated: May 12, 2020.

LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation

By /s/
RODNEY T. LEWIN,
Attorneys for Respondent

PROOF OF SERVICE

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I, the undersigned, state the following:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; I am employed in the County of Los Angeles and my business address is Law Offices of Rodney T. Lewin, APC at 8665 Wilshire Boulevard, Suite 210, Beverly Hills, California 90211-2931.

I am readily familiar with the business practice of the Law Offices of Rodney T. Lewin, APC for collection and processing of correspondence and that under the practice in the ordinary course of business mail placed before 5:30 p.m. for pick up for mailing with the United States Postal Service is deposited with the United States Postal Service in Beverly Hills, California that same day. On the date stated below I served the foregoing document described as Respondent's Answer and Counterclaim on Claimant Shawn Bidsal by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid and placed same for collection and mailing in accordance with said practice addressed as follows:

James E. Shapiro, Esq.
Smith & Shapiro, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89704

And further on said date I sent a copy of same electronically to

jshapiro@smithshapiro.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May __, 2020 at Beverly Hills, California.

BARBARA SILVER

EXHIBIT 209

EXHIBIT “A”

EXHIBIT “A”

LEVINE & GARFINKEL

ATTORNEYS AT LAW

IRA S. LEVINE †*
LOUIS E. GARFINKEL

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July 16, 2020

* Also admitted in California
† LLM (taxation)

VIA E-MAIL dwall@jamsadr.com
Honorable David Wall, Arbitrator
JAMS
3800 Howard Hughes Pkwy, 11th Floor
Las Vegas, NV 89169

Re: Bidsal v. CLA Properties, LLC
JAMS Reference No: 1260005736

**CLA PROPERTIES, LLC'S MOTION TO COMPEL ANSWERS TO FIRST
SET OF INTERROGATORIES TO SHAWN BIDSAL**

Dear Judge Wall:

CLA Properties, LLC ("CLA") hereby requests that you enter an order compelling Shawn Bidsal ("Bidsal") to immediately provide full, complete answers to the interrogatories served by CLA on Bidsal on May 12, 2020.

A. STATEMENT OF FACTS

On or about February 7, 2020, Bidsal filed his Demand for Arbitration (the "Demand") with JAMS. The Demand states in pertinent part "Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company."

On May 12, 2020, CLA served its First Set of Interrogatories to Shawn Bidsal ("Interrogatories"). A copy of the Interrogatories is attached as Exhibit "A".

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On June 22, 2020, Bidsal served Claimant Shawn Bidsal's Responses To Respondent CLA Properties, LLC's First Set of Interrogatories to Shawn Bidsal (the "Responses" or "responses"). A copy of the Responses is attached as Exhibit "B".

On July 2, 2020, CLA's counsel sent a letter to Bidsal's counsel advising that the Responses were deficient. The letter served as CLA's good faith attempt to meet and confer. A copy of the letter is attached as Exhibit "C".

On July 10, 2020, Bidsal's counsel responded to CLA's counsel letter dated July 2, 2020. A copy of the response is attached as Exhibit "D". Bidsal's counsel admitted that the Responses were deficient, indicated that they would be supplemented, but only "when we are able to do so."

Pursuant to the May 4, 2020 Scheduling Order, initial expert disclosures are due by August 20, 2020. In addition to other reasons for requiring answers to the interrogatories the information sought by the Interrogatories is necessary so CLA can comply with the initial expert disclosure deadline.

For the reasons set forth below, CLA respectfully requests that the Arbitrator enter an order immediately requiring Bidsal to supplement the deficient Responses to answer each interrogatory fully and completely without objection.

B. ARGUMENT

1. THE ARBITRATOR SHOULD ENTER AN ORDER COMPELLING BIDSAL TO IMMEDIATELY SUPPLEMENT THE RESPONSES.

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(a) INTERROGATORIES NO. 1, NO. 2, AND NO. 3

Interrogatories No. 1, No. 2, and No. 3 state 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.

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.

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 2.¹

Interrogatories No. 1, No. 2, and No. 3 focus on the “purchase price” that Bidsal contends CLA must pay Bidsal for his membership interest in Green Valley. Specifically, the Interrogatories seek the amount of the purchase price, the calculation of the purchase price, and documents that support the calculation of the purchase price. See Exhibit “A”, p. 3.

Bidsal’s responses fail to provide any information whatsoever. Instead, Bidsal objected to the Interrogatories on the following grounds: (1) the Interrogatories call for speculation; (2) the calculation of the purchase price is currently the subject of the present arbitration and thus speculative prior to a decision by the Arbitrator and would be premature and conjectural; (3) Bidsal is unable to calculate the purchase

¹ Terms that are defined in the Interrogatories are located on pages 1 and 2 of Exhibit A.

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price due to a lack of information as a result of restrictions imposed by COVID-19; and (4) the proper calculation of the purchase price can only be determined once the effective date of transfer is identified and because the effective date of transfer has not been identified, it is impossible to calculate the purchase price. See Exhibit "B", pp. 1-3.

Bidsal's objections are frivolous and demonstrate bad faith.

First, CLA is entitled to Bidsal's contentions.

Second, as the Arbitrator is aware, on July 7, 2017, Bidsal sent CLA an offer to buy CLA's 50% interest in Green Valley based on a valuation of \$5,000,000.00. If CLA accepted Bidsal's offer or 30 days passed without a response by CLA, then Bidsal would have had to then pay CLA pursuant to the formula contained in Section 4 of the Green Valley Operating Agreement. Bidsal's offer was made (3) years ago and it strains credulity that Bidsal did not know the purchase price when the offer was made. Bidsal made an offer to purchase CLA's membership interest based on evaluation of \$5,000,000.00 and it is inconceivable that he had not calculated the purchase price beforehand. Bidsal had to have had an expectation of what he would pay.

Third, based on Bidsal's objection, CLA would not find out what Bidsal contends what the purchase price is **until after the arbitration**, which obviously is a ridiculous position. Bidsal brought this arbitration claiming that there are certain elements of the formula that need clarification and he cannot hide behind some

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ridiculous theory that he has to wait until the arbitration is completed to be able to provide discovery, which should be done before the arbitration.

Fourth, assuming arguendo that some portion of the answer has to be predicated on certain assumptions, then Bidsal should provide his answer based on each of the various assumptions he claims would impact his answer.

Fifth, the Operating Agreement sets forth the time for the transfer—30 days. Section 4.2 (page 10) sets forth the terms of the sale: “The terms to be all cash and close escrow within 30 days of the acceptance”. And that is not even necessary to compute the purchase price.

Last, or perhaps this should be first, Bidsal’s Claim asserts a disagreement regarding these issues. **If such a disagreement existed, then by definition Bidsal must have some position.**

Bidsal is obligated to provide answers in good faith and he needs to set forth his contentions. CLA is entitled to full and complete answers to Interrogatory Nos. 1, 2, and 3.

(b) INTERROGATORIES NOS. 4 THROUGH 7

Interrogatories No. 4, No. 5, No. 6, and No.7 state as follows:

INTERROGATORY NO. 4:

If YOU contend that YOU are entitled to compensation for SERVICES state each and every fact that supports YOUR contention.

INTERROGATORY NO. 5:

If YOU contend that YOU are entitled to compensation for SERVICES rendered to Green Valley Commerce, LLC IDENTIFY all persons with knowledge of any facts relating to YOUR contention.

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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.

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.

Interrogatories Nos 4 through 7 focus on the “services” that Bidsal claims he is entitled to compensation for. The Interrogatories focus on the facts supporting compensation, the identity of individuals with knowledge or facts pertaining to the claim for compensation, the identity of documents supporting the claim for compensation, and the amount Bidsal should be paid for the services rendered to Green Valley. See Exhibit “A”, pp. 3-4.

Interrogatory No. 5 requests that Bidsal identify all persons with knowledge of the facts supporting his entitlement to compensation for services rendered to Green Valley. In response, Bidsal has objected to the Interrogatory No. 5 on the grounds that it seeks irrelevant information, is not reasonably calculated to lead to the discovery of admissible evidence, is overbroad, and unduly burdensome. See Exhibit “B”, pp.3-4. This objection is without merit. The information sought by this Interrogatory is clearly relevant and Bidsal is obligated to provide a full and complete answer.

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Interrogatory No. 6 requests that Bidsal identify documents that support his claim that he is entitled to compensation for services rendered to Green Valley. In response, Bidsal objected to this Interrogatory on the grounds that it seeks irrelevant information, is not reasonably calculated to lead to the discovery of admissible evidence, is overbroad, and unduly burdensome. Moreover, Bidsal claims that due to COVID-19 restrictions, his access to documentation has been limited or temporarily terminated. See Exhibit "B", p.6. Bidsal's objections to this Interrogatory are without merit. The information sought by this Interrogatory is clearly relevant and CLA is entitled to a complete answer.

Interrogatory No. 7 requests Bidsal to set forth his calculation of the amount that he believes he is owed for services rendered to Green Valley. Bidsal has objected to Interrogatory No. 7 on the following grounds: (1) the Interrogatory calls for speculation; (2) the calculation and accounting of services rendered is currently the subject of the present arbitration and thus any accounting would be speculative prior to a decision by the Arbitrator and would be premature and conjectural; (3) the total compensation will depend on the effective date of the transfer, which has not been established; and (4) due to COVID-19 restrictions currently in place, Bidsal's access to documents and information has been severely limited and/or temporarily terminated. See Exhibit "B", p.7.

Again, these objections are without merit. As discussed above, CLA is entitled to know Bidsal's contentions now, not during or after the arbitration. Based on Bidsal's objection, CLA would not find out what Bidsal claims he is entitled to by

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way of compensation until after the arbitration, which is ridiculous. Bidsal's responses are simply in bad faith. CLA is entitled to know the compensation Bidsal is entitled to now.

(c) INTERROGATORY NO. 8

Interrogatory No. 8 states:

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;

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

Interrogatory No. 8 seeks information regarding Bidsal's Responses to CLA's First Set of Requests for Admissions to Shawn Bidsal which consisted of just ONE request. See Exhibit "E" attached hereto. CLA's Request for Admission asked Bidsal to admit the following:

"Unless the judgment affirming the April 5, 2019 Award in JAMS Arbitration 1260004569 is reversed on appeal, CLA Properties, LLC ("CLA") shall be entitled to purchase Shawn Bidsal's membership interest in Green Valley Commerce, LLC for a gross price (before offsets, if any) based on the following formula: $(\text{FMV-COP}) \times 0.5 = \text{capital contributions of the Offering Member(s) at the time of purchasing the property minus prorated liabilities}$ and with (a) FMV being \$5,000,000.00, (b) COP being \$4,049,290, (c) capital contributions of the Offering Member(s) at the time of purchasing the property being \$1,250,000, and (d) prorated liabilities being Zero".

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Bidsal objected to Interrogatory No. 8 on several grounds. See Exhibit "B", pp.5-6. These objections are without merit.

In responding to No. 8(a), Bidsal attempts to re-litigate the first arbitration and judgment. See Exhibit "B", p. 5. The FMV has been established by the arbitration and judgment as \$5,000,000.00. Bidsal has an obligation to not unreasonably construe the request for admission.

In response to Interrogatory No. 8(b), Bidsal again attempts to re-litigate the first arbitration and judgment in his response. See Exhibit "B", pp. 5-6. Bidsal has admitted that COP is defined in the Operating Agreement Section 4.1:

"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.

In his response to Interrogatory No.8(b), Bidsal is simply making up a new definition of COP. The Green Valley property was purchased and later subdivided and Bidsal has the closing statements. Bidsal acknowledges that the closing statements contain the cost of purchase but Bidsal fails to provide such information. The Arbitrator should compel Bidsal to provide full and complete answers.

In response to Interrogatory No. 8(c), Bidsal states "Due to COVID-19 restrictions, Bidsal is unable to verify the capital account balances, which must take into account events which occurred after the properties were originally purchased." See Exhibit "B", p. 6. This objection is also without merit. Bidsal contends that COVID-19 restrictions are still in effect in California, but they had been lifted at some time. Furthermore, this is information that Bidsal had (3) years ago when he

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made his offer to purchase CLA's Green Valley's membership interest with a valuation of \$5,000,000.00. CLA is entitled to a full, complete answer, to this Interrogatory.

Beyond all that, Bidsal does not provide any information as to how he would determine the answer and why he is precluded from doing so by reason of COVID-19 restrictions. CLA suspects that to the extent he needs information from Green Valley's books and records, the same is available on line; let Bidsal identify the exact record he needs to provide the answer, exactly what it would contain that is not otherwise available to him **and swear under oath that that record is located in a place that no one has entered since the Interrogatories were served or that the information is not available elsewhere**, such as on line or in his production of documents (either this one or in Arbitration #1).

(d) INTERROGATORY NO. 10

Interrogatory No. 10 states:

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.

CLA's Interrogatory No. 10 requests that Bidsal set forth in detail information concerning the capital accounts of each member of Green Valley. See Exhibit "A", p. 4. In response, Bidsal objected to this Interrogatory on the grounds that it is vague, Green Valley's business records speak for themselves and should be relied on in determining the value of the capital accounts on September 6, 2017, and due to

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COVID-19 restrictions, Bidal's access to documents responsive is limited and/or temporarily terminated. See Exhibit "B", p.6. Again, Bidsal's objections are without merit. COVID-19 restrictions were lifted at one point in time and further Bidsal has had access to this information for years. CLA is entitled to a full and complete answer.

Moreover, the same points as we made with regard to Interrogatory No. 8 are applicable here.

C. CONCLUSION

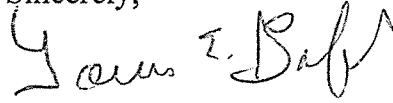
There is a pattern of obfuscation and delay here that is undeniable and should not be tolerated. Bidsal's attorneys are not novices, they are seasoned experienced litigators; the interposition of meritless and frivolous (and in some respects downright silly) objections (e.g. they cannot state Bidsal's contention regarding the purchase price because "*the calculation of the purchase price is currently the subject of the present arbitration and thus speculative prior to a decision by the Arbitrator and would be premature and conjectural*") is proof of the intentional bad faith nature of the responses. The pattern here is to delay the inevitable; Bidsal providing answers under oath and this arbitration ending. CLA intends to make a motion for summary judgment and is entitled to straightforward and truthful answers. Bidsal knows it and thus the obfuscation.

For the reasons set forth above, Bidsal's responses to CLA's Interrogatories No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8 and No. 10 are deficient and

Honorable David Wall
July 16, 2020
Page 12

CLA is entitled to full and complete answers forthwith.

Sincerely,

A handwritten signature in black ink, appearing to read "Louis E. Garfinkel", with a stylized flourish at the end.

Louis E. Garfinkel, Esq.

LEG/mb

Attachments

cc: James Shapiro, Esq. (via email – jshapiro@smithshapiro.com)

Doug Gerrard, Esq. (via email - dgerrard@gerrard-cox.com)

Rod Lewin, Esq. (via email – rod@rtlewin.com)

EXHIBIT “B”

EXHIBIT “B”

California, where Claimant resides and does business). At the hearing, Claimant modified his request for a stay of proceedings and instead requested an extension of all deadlines set forth in the original Scheduling Order in this matter.

Based on all of the facts and circumstances, the modified request for an extension of all deadlines (including the Arbitration Hearing) is hereby GRANTED. Claimant shall also have additional time to respond to the propounded written discovery requests, as set forth in the Amended Scheduling Order below. The Motion to Compel is GRANTED to the extent it requested that Claimant be directed to respond, although Claimant has not opposed that request.¹

During the telephonic hearing, reserving prior objections, counsel agreed to the following Amended Scheduling Order:

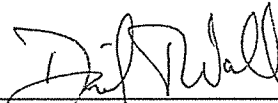
AMENDED SCHEDULING ORDER

October 2, 2020	Deadline for Claimant's Responses to Written Discovery
November 2, 2020	Last Day to Amend Pleadings Without Leave of Arbitrator
November 16, 2020	Initial Expert Witness Disclosure Deadline
December 18, 2020	Rebuttal Expert Witness Disclosure Deadline
January 22, 2021	Close of Discovery
February 9, 2021	Deadline to Submit Joint Exhibit List with Separate List of Objections to any Joint Exhibits; Deadline to Submit and Serve Arbitration Brief
February 17-19, 2020	Arbitration Hearing at JAMS office, Las Vegas

¹ Although not requested, the Arbitrator finds that the particular circumstances presented herein make an award of fees or costs unjust pursuant to NRCP 37(a)(5)(A).

This Order addresses and resolves all issues currently pending before the Arbitrator.

Dated: August 3, 2020



Hon. David T. Wall (Ret.)
Arbitrator

PROOF OF SERVICE BY E-Mail

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Michelle Samaniego, not a party to the within action, hereby declare that on August 03, 2020, I served the attached ORDER ON RESPONDENT'S MOTION TO COMPEL AND AMENDED SCHEDULING ORDER on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

James E. Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
Phone: 702-318-5033
jshapiro@smithshapiro.com
Parties Represented:
Shawn Bidsal

Louis E. Garfinkel Esq.
Levine Garfinkel & Eckersley
1671 West Horizon Ridge Parkway
Suite 230
Henderson, NV 89012
Phone: 702-217-1709
lgarfinkel@lgealaw.com
Parties Represented:
CLA Properties, LLC

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

Douglas D. Gerrard Esq.
Gerrard Cox & Larsen
2450 St. Rose Pkwy.
Suite 200
Henderson, NV 89074
Phone: 702-796-4000
dgerrard@gerrard-cox.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on August 03, 2020.



Michelle Samaniego
JAMS
MSamaniego@jamsadr.com

EXHIBIT “C”

EXHIBIT “C”

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

4 Douglas D. Gerrard, Esq.
5 GERRARD COX LARSEN
2450 St. Rose Pkwy., Suite 200
6 Henderson, Nevada 89074
O: (702) 796-4000

7 *Attorneys for Claimant*

8
9 JAMS

10 SHAWN BIDSAL, an individual

11 Claimant,

12 vs.

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

14 Respondent.

Reference #:1260005736

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

15
16 **CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL RESPONSES TO**
17 **RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF INTERROGATORIES**
TO SHAWN BIDSAL

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

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

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

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

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

27 \\\

28 \\\

1 **RESPONSE:** Bidsal objects to this Interrogatory as calling for speculation. Without waiving said
2 objection, Bidsal contends that the calculation of the PURCHASE PRICE is currently the subject of
3 the present arbitration which was brought to ascertain the PURCHASE PRICE, thus any such
4 speculation, prior to a decision by the arbitrator would be premature and conjectural. The proper
5 calculation of the PURCHASE PRICE can only be determined once the effective date of the transfer is
6 identified. Without waiving said objections, assuming that CLA is the purchaser and Bidsal is the
7 seller, and further assuming an effective date of September 2, 2017¹ (the "Effective Date"), Bidsal's
8 calculation of the PURCHASE PRICE is: \$1,889,010.35, plus accrued interest from the Effective Date
9 until paid in full, plus management fees from the Effective Date forward. This response relies upon
10 preliminary data from Bidsal's expert witnesses. If and to the extent that the data received from the
11 expert witnesses changes, Bidsal's response to this Interrogatory will likewise change. Bidsal reserves
12 the right to supplement his response to this Interrogatories as discovery progresses and as additional
13 information is made available.

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

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

19	FMV	=	\$5,000,000.00
20	- COP	=	\$3,136,430.58
	= Subtotal	=	\$1,863,569.42
21	- 50%	=	\$ 931,784.71
	+ Capital Contributions	=	\$ 957,225.64
22	Purchase Price	=	\$1,889,010.35
	+ Interest	=	TBD
23	+ Mgmt. Fees	=	TBD

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

28 ¹ See CLA's Response to Bidsal's Interrogatory No. 1.

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

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

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

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

28 \\\

INTERROGATORY NO. 5:

If YOU contend that YOU are entitled to compensation for SERVICES rendered to Green Valley Commerce, LLC, IDENTIFY 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

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,

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

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

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

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

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

19 \\\

20 \\\

21 \\\

22 \\\

23 \\\

24 \\\

25 \\\

26 \\\

27 \\\

28 \\\

1 \ \ \

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

7 Dated this 2nd day of October, 2020.

8 SMITH & SHAPIRO, PLLC

9
10 /s/ James E. Shapiro

11 James E. Shapiro, Esq.
 12 Nevada Bar No. 7907
 13 Aimee M. Cannon, Esq.
 14 Nevada Bar No. 11780
 15 3333 E. Serene Ave., Suite 130
 16 Henderson, Nevada 89074
 17 Attorneys for Claimant, Shawn Bidsal

18 **VERIFICATION**

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

26 Shawn Bidsal
 27
 28

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

EXHIBIT “D”

EXHIBIT “D”

1 Louis E. Garfinkel, Esq.
 2 Nevada Bar No. 3416
 3 LEVINE & GARFINKEL
 4 1671 W. Horizon Ridge Pkwy, Suite 230
 5 Henderson, NV 89012
 6 Tel: (702) 673-1612/Fax: (702) 735-2198
 7 Email: lgarfinkel@lgealaw.com

8 Rodney T. Lewin, Esq.
 9 CAL.SBN. 71664
 10 Law Offices of Rodney T. Lewin, APC
 11 A Professional Corporation
 12 8665 Wilshire Boulevard, Suite 210
 13 Beverly Hills, California 90211
 14 (310) 659-6771
 15 Email: rod@rtlewin.com

16 *Attorneys for Respondent/Counterclaimant*
 17 *CLA PROPERTIES, LLC*

18 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

19 Claimant/Counter Respondent

20 v.

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

23 Respondent/Counterclaimant

**CLA PROPERTIES, LLC'S FIRST SET OF
INTEROGATORIES TO SHAWN BIDSAL**

24 Respondent/Counterclaimant CLA PROPERTIES, LLC ("CLA"), hereby requests that
 25 Claimant/Counter Respondent SHAWN BIDSAL ("BIDSAL") answer each of the Interrogatories
 26 set forth herein, separately and fully under oath, as required by NRCP 33, and that
 27 Claimant/Counter Respondent BIDSAL'S answers be signed, verified and served within thirty
 28 (30) days after service of these Interrogatories.

SECTION I

DEFINITIONS

The terms "YOU" or "YOUR" when appearing in capital letters shall mean Shawn Bidsal.

1 The term "COMMUNICATION" when appearing in capital letters shall mean and refer to
2 any verbal, written or electronic transmission of information, including, without limitation,
3 discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

4 The term "DESCRIBE" when appearing in capital letters and used with respect to a
5 "DOCUMENT" or "DOCUMENTS" shall mean to set forth the description of with sufficient
6 particularity so that it can be identified, including without limitation, the date thereof.

7 The terms "DOCUMENT" or "DOCUMENTS" when appearing in capital letters shall
8 mean and include all writings, drawings, graphs, charts, photographs, sound recordings, images,
9 and other data or data compilations--stored in any medium from which information can be
10 obtained either directly or, if necessary, after translation by the responding party into a reasonably
11 usable form).

12 The term "IDENTIFY", when appearing in capital letters with respect to any person or
13 entity, shall mean to state the name, and last known business and residence address and
14 telephone number of such person or entity.

15 The term "PURCHASE PRICE" when appearing in capital letters in these interrogatories,
16 shall mean the amount of money must be paid by CLA to "YOU" for "YOUR" membership
17 interest in Green Valley Commerce without deduction for offsets.

18 The terms "RELATING TO" or "RELATED TO" when appearing in capital letters shall
19 mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists
20 of, or is in any way logically associated with or connected to.

21 Whenever the terms "REFLECT", "REFLECTING" or "MENTION" appears in capital
22 letters it means show, evidence, constitute, mention, refer to, or discuss, without any limitations
23 as to time.

24 The term "SERVICES" when appearing in capital letters shall have the same meaning as
25 used by "YOU" in "YOUR" demand for arbitration where "YOU" sought an "accounting of
26 services each member provided to the company".
27
28

1 Valley Commerce, LLC set forth in detail YOUR calculation of the amount that YOU contend
 2 YOU should be paid for YOUR services to Green Valley Commerce, LLC.
 3

4 **INTERROGATORY NO. 8:**

5 If YOUR response to each request for admission served with these interrogatories is not an
 6 unqualified admission, for each such request for admission which is not is not an unqualified
 7 admission:

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

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

12 **INTERROGATORY NO. 9:**

13 With respect to each of the "disagreements between the members relating to the proper
 14 accounting" as set forth in YOUR Demand For Arbitration, for each such disagreement, state
 15 YOUR contentions and for each separately state all facts and reasons upon which YOU base
 16 YOUR contention.
 17

18 **INTERROGATORY NO. 10**

19 Set forth in detail what you contend were the capital accounts of each the members of
 20 Green Valley Commerce, LLC on September 6, 2017.

21 DATED this 12th day of May, 2020.

22 LEVINE & GARFINKEL

23
 24 By: /s/ Louis E. Garfinkel
 25 Louis E. Garfinkel, Esq.
 26 Nevada Bar No. 3416
 1671 W. Horizon Ridge Pkwy, Suite 230
 Henderson, Nevada 89012
 Tel: (702) 673-1612 / Fax: (702) 735-2198
 27 Email: lgarfinkel@lgealaw.com
 28 *Attorneys for Respondent/Counterclaimant*
CLA PROPERTIES, LLC

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 12th day of May, 2020, I caused the foregoing **CLA PROPERTIES, LLC'S FIRST SET OF INTERROGAROTIES TO SHAWN BIDSAL** to be served as follows:

[X] by sending it via electronic mail service to:

James E. Shapiro, Esq.
Nevada Bar No. 7907
Smith & Shapiro, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
T: (702) 318-5033 / F: (702) 318-5034
E: jshapiro@smithshapiro.com
Attorneys for Claimant/CounterRespondent
Shawn Bidsal

Douglas D. Gerrard, Esq.
Nevada Bar No. 4613
Gerrard, Cox & Larsen
2450 St. Rose Pkwy, Suite 200
Henderson, NV 89076
T: (702) 796-4000/F: (702) 796-4848
Email: dgerrard@gerrard-cox.com

/s/ Melanie Bruner
Melanie Bruner, an Employee of
LEVINE & GARFINKEL

EXHIBIT “E”

EXHIBIT “E”

1 Louis E. Garfinkel, Esq.
 2 Nevada Bar No. 3416
 3 LEVINE & GARFINKEL
 4 1671 W. Horizon Ridge Pkwy, Suite 230
 5 Henderson, NV 89012
 6 Tel: (702) 673-1612/Fax: (702) 735-2198
 7 Email: lgarfinkel@lgealaw.com

8 Rodney T. Lewin, Esq.
 9 CAL.SBN. 71664
 10 Law Offices of Rodney T. Lewin, APC
 11 A Professional Corporation
 12 8665 Wilshire Boulevard, Suite 210
 13 Beverly Hills, California 90211
 14 (310) 659-6771
 15 Email: rod@rtlewin.com
 16 *Attorneys for Respondent/Counterclaimant*

17 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

18 Claimant/Counter Respondent

19 v.

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

22 Respondent/Counterclaimant.

**CLA PROPERTIES, LLC'S FIRST REQUEST
 FOR PRODUCTION OF DOCUMENTS TO
 SHAWN BIDSAL**

23 Respondent/Counterclaimant CLA PROPERTIES, LLC ("CLA"), hereby requests that
 24 Claimant/Counter Respondent SHAWN BIDSAL. ("BIDSAL"), pursuant to NRCP 34 produce
 25 for its inspection and copying, the documents enumerated and described herein. The documents
 26 are to be produced at the offices of Levine & Garfinkel, 1671 W. Horizon Ridge Parkway, Suite
 27 230, Henderson, NV 89012, within thirty (30) days of service or at such time as may be agreed
 28 upon by counsel.

///

///

DEFINITIONS AND INSTRUCTIONS

Documents Requested: The Requests set out herein call for all documents in Responding Party's actual or constructive possession, custody, control or care, including, but not limited to, those documents in the actual or constructive possession, custody, control or care of any lawyer, agent, spouse or other representative of said Defendant.

Documents Withheld: If any document is withheld under a claim of privilege or other protection, so as to aid the Court and the parties hereto in determining the validity of the claim of privilege or other protections, provide the following information with respect to any such document:

- (a) The identity of the person(s) who prepared the document, who signed it and over whose name it was sent or issued;
- (b) The identity of the person(s) to whom the document was directed;
- (c) The nature and substance of the document with sufficient particularity to enable the Court and plaintiff to identify the document;
- (d) The date of the document;
- (e) The identity of the person who has custody of, or control over, the document and each copy thereof;
- (f) The identity of each person to whom copies of the documents were furnished;
- (g) The number of pages of the document;
- (h) The basis on which any privilege or other protection is claimed; and
- (i) Whether any non-privileged matter is included in the document.

Partial Production: If you object to a particular Request, or portion thereof, you must produce all documents called for which are not subject to that objection. Similarly, whenever a document is not produced in full for some other reason, state with particularity the reason(s) it is not being produce in full, and describe, to the best of your knowledge, information and belief, and with as much particularity as possible, those portions of the document which are not produced.

Orderly Response: Please produce the documents called for herein either as they are kept

1 in the usual course of your affairs, or organize them in such a manner as will facilitate their
2 identification with the particular Request(s) to which they are responsive.

3
4 **SECTION II**

5 **DOCUMENTS TO BE PRODUCED**

6 **REQUEST NUMBER 1:**

7 Produce each DOCUMENT that is described in your responses to the Interrogatories
8 served concurrently herewith or which would have been so described but for your failure to fully
9 answer the Interrogatories should you fail fully to answer the Interrogatories.

10 **REQUEST NUMBER 2:**

11
12 Produce each DOCUMENT which REFLECTS or RELATES TO the contracting for, or
13 making of, any repairs or maintenance to the real properties owned by Green Valley Commerce,
14 LLC during the time period from January 1, 2015 through the date of your responses to these
15 request for production of documents, including without limitation all bids, estimates, invoices,
16 photographs, and COMMUNICATIONS RELATING TO such repairs or maintenance.

17
18 **REQUEST NUMBER 3:**

19 Produce each DOCUMENT which REFLECTS a COMMUNICATION between you and
20 Ben Golshani RELATING TO the payment of compensation for managing Green Valley
21 Commerce LLC or any of its real properties.

22 **REQUEST NUMBER 4:**

23
24 Produce all DOCUMENTS that REFLECT or support your response to Interrogatory
25 Number 10 served concurrently herewith.

26 **REQUEST NUMBER 5:**

27
28 Produce each DOCUMENT which REFLECTS efforts by YOU or anyone else to market
or lease any of the properties, or any part thereof, owned by Green Valley Commerce, LLC

1 during the time period from January 1, 2015 to May 11, 2020.

2 DATED this 12th day of May, 2020.

4 LEVINE & GARFINKEL

6 By: /s/ Louis E. Garfinkel
7 Louis E. Garfinkel, Esq.
8 Nevada Bar No. 3416
9 1671 W. Horizon Ridge Pkwy, Suite 230
10 Henderson, NV 89012
11 Tel: (702) 735-0451/ Fax: (702) 735-0198
12 Email: lgarfinkel@lgealaw.com
13 *Attorneys for Respondent/Counterclaimant*

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 12th day of May, 2020, I caused the foregoing **CLA PROPERTIES, LLC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO SHAWN BIDSAL** to be served as follows:

☒ by sending it via electronic mail service to:

James E. Shapiro, Esq.
Nevada Bar No. 7907
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/s/ Melanie Bruner

Melanie Bruner, an Employee of
LEVINE & GARFINKEL

EXHIBIT 210



James E. Shapiro, Esq.
jshapiro@smithshapiro.com

July 24, 2020

Via email only: dwall@jamsadr.com

The Honorable David Wall (Ret.)
JAMS
3800 Howard Hughes Pkwy., 11th Floor
Las Vegas, NV 89169

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

**CLAIMANT'S OPPOSITION TO RESPONDENT'S MOTION TO COMPEL ANSWERS TO FIRST SET
OF INTERROGATORIES TO SHAWN BIDSAL**

AND

CLAIMANT'S COUNTERMOTION TO STAY THE PROCEEDINGS

Dear Judge Wall:

CLA Properties, LLC ("**CLA**") ignores the realities of the COVID-19 world in which we are living and the very real COVID-19 mandates of the governor and other municipal authorities in Southern California, where Shawn Bidsal's ("**Bidsal**") offices are located, which severely impair Bidsal's ability to search for the requested records. Bidsal does not presently have the staff available to him to search for the requested documents and provide the requested information. Respondent, CLA, in its Motion to Compel Bidsal to Answer the First Set of Interrogatories (the "**Motion**"), is asking Bidsal to do the impossible. In light of these unique times, CLA's Motion should be denied. Further, given the significant challenges created by the restrictions imposed as a result of the COVID-19 pandemic, it is now clear that all of the deadlines previously set are unrealistic and should be extended.

STATEMENT OF FACTS

When considering both CLA's Motion as well as Bidsal's Countermotion, some basic background is vital.

When Bidsal filed his Demand for Arbitration with JAMS on February 7, 2020, the COVID-19 pandemic was just beginning to make the news, but its ultimate impact had not yet even been conceived by anyone and there were no mandates in place requiring Bidsal's staff to remain at home. A review of what has happened since February 7, 2020 is both instructive and important.

February 9, 2020

According to the World Health Organization (the "**WHO**"), on February 9, 2020, the WHO deployed an advance team for the WHO-China Joint Mission to China. *See* a true and correct copy of the WHO's timeline for February 9, 2020 attached hereto as ***Exhibit "1"***. COVID-19 hadn't even been named as of that date and was still referred to as the "novel coronavirus." *Id.*

smithshapiro.com

J:\17321\002.Arbitration (2020)\Correspondence\ltr.JAMS.(Depositions).DRAFT.(v2).[JS].docx
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March 4, 2020

Bidsal had no way of predicting that on March 4, 2020 the Governor of the State of California would proclaim a State of Emergency as a result of the threat of COVID-19. *See* the first recital of Executive Order N-33-20, a true and correct copy of which is attached hereto as ***Exhibit "2"*** and incorporated herein by this reference.

March 11, 2020

It wasn't until March 11, 2020 that the WHO characterized COVID-19 as a pandemic. *See* Exhibit "1". Clearly, Bidsal could not have predicted the course of events that have led to the massive restrictions on business activity at the time he filed the present arbitration.

March 19, 2020

On March 19, 2020, the Governor of California then ordered "...all individuals living in the State of California to stay home or at their place of residence..." (the "***March 19th Stay at Home Order***"). *See* Exhibit "2". For those of us with jobs that can be easily exported to home offices, the hardship was de minimus. However, the impact of this order on Bidsal was beyond dramatic. *See* Declaration of Shawn Bidsal, a true and correct copy of which is attached hereto as ***Exhibit "3"*** and incorporated herein by this reference.

In order to appreciate the nature and extent of the impact of the March 19th Stay at Home Order, a little background is needed. Bidsal is ultimately responsible for managing 30 different commercial properties located in 8 different states. *See* Exhibit "3". When conditions are normal, he enlists the assistance of 5 different employees. *Id.* Put another way, it typically takes well over 200 man-hours per week to manage the existing commercial properties. *Id.* However, beginning on March 19, 2020, Bidsal lost the support of his staff, meaning Bidsal was left alone to handle 200 man-hours of work per week. *Id.* Despite this monumental shift in workload, Bidsal adjusted his priorities to ensure that the day-to-day management of all 30 properties was performed. Simple math demonstrates that even if Bidsal were to work 20 hours per day, seven days per week, he would be unable to put in the 200 man-hours that he was used to operating with before the March 19th Stay at Home Order was put into effect. *Id.* Even worse, instead of reducing the management workload, the COVID-19 pandemic has increased the workload. *Id.* For example, on March 16, 2020, the Governor of California issued Executive Order N-28-20, which suspended commercial evictions for nonpayment of rent, *See* a true and correct copy of Executive Order N-28-20 attached hereto as ***Exhibit "4"*** and incorporated herein by this reference. A few weeks thereafter, on March 29, 2020, the Governor of Nevada (where the majority of the properties at issue are located) issued his own Executive Order which, among other things, prohibited eviction proceeding. *See* Declaration of Emergency, Directive 008, a true and correct copy of which is attached hereto as ***Exhibit "5"*** and incorporated herein by this reference. These eviction moratoriums created a landlord's nightmare scenario whereby many tenants simply refused to pay rent, yet the landlord was somehow supposed to continue to make its monthly mortgage payment and all other property expenses such as property taxes, insurance, etc. *See* Exhibit "3". Further, numerous tenants reached out to Bidsal seeking

modifications of their leases, taking up more of Bidsal's time. *Id.* Finally, many of the tenants have simply closed their doors¹. The loss in tenants, has required Bidsal to increase his efforts to find new tenants, all without the help of his staff who have been ordered to stay home. *Id.* Thus, instead of reducing the man-hours required to manage the 30 commercial properties, and in addition to eliminating the assistance Bidsal would typically receive from his staff, the COVID-19 pandemic increased the workload needed to properly manage the properties. *Id.*

The COVID-19 pandemic left Bidsal in the unenviable position of having to take extraordinary measures to keep his properties running smoothly during these unprecedented times. *Id.* Bidsal has successfully continued to manage all of the above referenced properties, including finding new tenants, all without the help of his staff. Bidsal, has managed to continue to collect rent, ensured maintenance is performed and had repairs taken care of during the pandemic. *Id.* However, he has done so at great sacrifice to himself and with the result that Bidsal has very little time for anything else, least of all his family. *Id.*

May 7, 2020

On May 7, 2020, by Order of the State Public Health Officer, California it was "...determined that the statewide data now supports the gradual movement of the entire state from Stage 1 to Stage 2 of California's Pandemic Resilience Roadmap." A true and correct copy of the May 7, 2020 Order is attached hereto as **Exhibit "6"** and is incorporated herein by this reference. Keep in mind this order did not lift either the California or Nevada eviction moratoriums.

May 12, 2020

On May 12, 2020, CLA served requests for production, requests for admission and interrogatories on Bidsal. See Exhibit "A" to CLA's Motion. Bidsal immediately went to work gathering documents responsive to the requests. See Exhibit "3".

May 13, 2020

One day later, the County of Los Angeles Department of Public Health issued a "SAFER AT HOME ORDER FOR CONTORL OF COVID-19." A true and correct copy of the SAFER AT HOME order is attached hereto as **Exhibit "7"** and is incorporated herein by this reference. The SAFER AT HOME order stated "[e]xisting community transmission of the Novel Coronavirus Disease (COVID-19) in Los Angeles County (County) continues to present a substantial and significant risk of harm to residents' health." *Id.* It went on to say that "[t]his Order allows Lower-Risk Retail Businesses to reopen for curbside, doorside, or other outdoor or outside pickup, or via delivery only." *Id.* It is difficult to imagine how a property manager could limit his business given these directives. Given the nature of property management, it is necessary for on-site property visits, inspections, and meetings. See Exhibit "3". All of this in person, onsite, work has been performed by Bidsal within the constraints of the various orders mentioned. *Id.* The SAFER AT HOME order then stated "...this Order's intent is to

¹ As of today, Bidsal, through his diligent efforts, has managed to retain all tenants associated with GVC and has been able to collect a majority of the GVC rents. See Exhibit "3".

continue to ensure that County residents remain in their residences as much as possible, to limit close contact with others outside their household in both indoor and outdoor spaces.”

May 19, 2020

Despite the global pandemic that was crushing Bidsal’s company, Bidsal propounded his initial disclosures on CLA on May 19, 2020. *See* Exhibit “B” to CLA’s Motion. As part of his response, Bidsal identified eight possible witnesses and produced 1,141 pages of documents. *Id.* Bidsal did not stop after his initial disclosures were made. Bidsal continued to chip away at the massive CLA discovery requests, despite the fact that many of the requested documents were in storage. *See* Exhibit “3”. On top of managing all of the properties effectively, by taking extraordinary measures, Bidsal was able to continue the search and identification of documents responsive to CLA’s discovery requests. Requests, that seemingly, by their overbroad nature, were designed to tear Bidsal away from his primary task of successful property management. Bidsal did not fall victim to the ploy and continued making property management his number one priority with document identification and production following a close second.

June 22, 2020

After Bidsal’s diligent efforts, on June 22, 2020 Bidsal propounded his first supplemental disclosure. A true and correct copy of the first supplemental disclosure is attached hereto as ***Exhibit “8”*** and is incorporated herein by this reference. Bidsal’s first supplemental disclosure produced another 2,465 pages worth of documents. That same day, Bidsal also responded to CLA’s First Interrogatories, Requests for Production of Documents and Requests for Admission. A true and correct copy of Bidsal’s First Discovery Responses are attached hereto as ***Exhibit “9”*** and incorporated herein by this reference. In order to produce these documents and respond to the discovery request, Bidsal had to personally pull each and every document, a vast undertaking considering unavailability of his staff who were still required to stay home. *See* Exhibit “3”.

July 1, 2020

Given that Los Angeles did not appear to be lifting the SAFER AT HOME order issued on May 13, 2020, Bidsal, solidified some alternate work arrangements for his staff. He was able to have one employee come into the office two days per week and another employee come into the office the alternating three days per week. *See* Exhibit “3”. These two employees handled incoming mail, cutting checks, handling some tenant issues, arranging property tours with prospective tenants and brokers. *Id.* Additionally, the remaining staff was able to perform limited work via telecommute arrangements. *Id.* Despite the alternative work scheduling, Bidsal was still the only person that was regularly conducting necessary property visits, which is particularly time-consuming. *Id.*

July 13, 2020

On July 13, 2020, the California Department of Public Health issued another Statewide Public Health Order. This July 13, 2020 order, along with the Monitoring List is attached hereto as ***Exhibit “10”*** and is incorporated herein by this reference. This order required that Offices for Non-Critical

Infrastructure Sections must close **all indoor operations** if the county in which they operate was on a "Monitoring List." *Id.* The Monitoring List included Los Angeles County. *Id.*

July 15, 2020

Bidsal, having learned that CLA was displeased with his responses to their discovery requests, attempted to elicit assistance in document retrieval, accounting and document compilation. He contacted members of his staff, as they were at home and asked them to come into the office to assist in responding more fully to CLA's demand. *See Exhibit "3"*. Aside from the two staff members who work on rotation, the other members of Bidsal's staff that he contacted responded by saying, it is not safe to come into the office, you can fire us if you so choose, but they won't come in, or words to that effect. *Id.*

The nature and extent of the impact of COVID-19 is illustrated by the fact that Mr. Lewin himself appeared at the prior zoom video conference from his home as opposed to his office, further confirming the fact that COVID-19 is having a very real and dramatic impact on virtually all businesses.

With the forgoing background in mind, I will now address CLA's Motion as well as Bidsal's counter-motion.

OPPOSITION TO CLA'S MOTION TO COMPEL

CLA's Motion addresses several complaints made by CLA, those being: (1) Bidsal has not provided his calculation of the "purchase price" for his shares in Green Valley Commerce, LLC ("**GVC**"), (2) that Bidsal is hiding behind a theory that CLA must wait until the arbitration is complete to provide discovery, (3) Bidsal has not provided his calculation of the value of services he has rendered to GVC (4) Bidsal's assertions that the COVID-19 restrictions are prevented further immediate compliance are a ruse and that in reality the restrictions "had been lifted," (5) that Bidsal is "making up a new definition of COP." Each of these meritless accusations will be addressed below.

CLA's Objection to Interrogatory Response Numbers 1, 2, and 3

The Purchase Price

CLA argues that because Bidsal made a general offer to purchase CLA's share of GVC in 2017, that he must have known the purchase price that he would accept from CLA and that fictitious purchase price is the purchase price that should now be used for CLA to purchase Bidsal's shares. This argument is preposterous on several levels.

Bidsal initiated purchase/sale negotiations via a letter dated July 7, 2017 ("**Bidsal's Offer Letter**"). A true and correct copy of Bidsal's Offer Letter is attached hereto as ***Exhibit "11"*** and is incorporated herein by this reference. Looking at Bidsal's Offer Letter it is quite clear that no "purchase price" of the membership interest is listed. The only number listed in Bidsal's Offer Letter

is an estimate for the value of GVC of \$5,000,000.00. CLA is confusing the valuation of an individual's membership interest (which needs to be calculated) with the total estimated value of GVC in Bidsal's Offer Letter. It is self-evident from the actual letter that no purchase price calculation using the language of the operating Agreement was included. The letter simply states that Bidsal would like to purchase CLA's shares in GVC "pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement." It also states that the \$5,000,000.00 fair market value estimation (of the company) would be used to calculate the purchase price of the Membership Interest to be sold.

Bidsal's Offer Letter was the first attempt to negotiate a purchase price and many steps away from the final purchase price determination. Contrary to CLA's arguments, it does not "strain credulity" that a purchase price had not been reached upon the first instance of purchase/sale negotiations taking place. Of course, if CLA is willing to pay Bidsal \$5,000,000.00 in cash for his membership interest, then we can shut everything down now, as Bidsal will gladly accept that offer. The fact that CLA is not offering to pay \$5,000,000 in cash demonstrates that the purchase price is far from settled.

CLA's assertion is even more ridiculous when considering the fact that even if Bidsal had estimated a purchase price, that purchase price estimation would have been for him to buy CLA's share of the GVC. Since CLA and Bidsal had different capital contributions the cost for purchasing CLA's share would have been different than the cost to purchase Bidsal's share. Because CLA is not trying to determine a purchase price for its share of GVC, any estimation that Bidsal had to purchase CLA's share is totally irrelevant.

Bidsal is NOT demanding that CLA wait until after arbitration to provide discovery

CLA's next argument is clearly without merit. ***Bidsal has already provided over 3,500 documents*** responsive to CLA's discovery request. At no point in time did he say he would not provide his estimate of the purchase price CLA would owe him if they purchased his share of GVC. The objections Bidsal made were based on a real-world impact of global health pandemic. It is no surprise to anyone, that COVID-19 is having a significant impact on everyone's ability to conduct business. Nearly every litigation case of Bidsal's counsel has either been stayed completely or the discovery and trial dates have been moved back multiple times since the COVID-19 restrictions have been put into place. CLA fails to explain how this case should be treated any differently. Additionally, CLA will not be prejudiced by the delay caused by COVID-19. The original arbitration decision, that compelled Bidsal to sell his share of GVC to CLA, has been stayed pending the appeal to the Nevada Supreme Court. A true and correct copy of the Order Granting Respondent's Motion for Stay Pending Appeal is attached hereto as ***Exhibit "12"*** and is incorporated herein by this reference. Given the stay, granting a delay will have no negative effect on CLA, as any sale will not proceed until the appeal is decided.

There is no basis for CLA's assertion that Bidsal has refused to produce his calculation of the purchase price for his shares of GVC, Bidsal needs the same information as CLA to make this determination but because of COVID-19 he has been unable to gather the needed information.

Further, Bidsal made it abundantly clear that he would supplement his responses once he was in a position to do so, yet CLA still brought this frivolous motion knowing about the COVID-19 constraints on Bidsal. See Exhibit “9”.

CLA’s Objections to Interrogatory Response Numbers 4 through 7

Bidsal is NOT demanding that CLA wait until after arbitration to provide discovery

As previously stated above, the global health pandemic has placed an enormous and unanticipated strain on Bidsal and his resources. Bidsal recognizes that he has an obligation to respond to discovery and is doing everything in his power to comply. With that said, Bidsal recognizes that discovery is ongoing and will produce the requested information as soon as it is available. Given the very unique and dramatic circumstances, a delay in discovery and indeed a stay to the proceedings as a whole, is the only solution to this once in a lifetime circumstance.

CLA’s Objections to Interrogatory Response Number 8

Bidsal is in no way trying to re-litigate the first arbitration. That matter is now before the Supreme Court and it would serve virtually no purpose to re-hash the matter here. Bidsal fully admits that the term “COP” is defined in the OPAG. What CLA obtusely refuses to recognize is the actual language of the definition. The GVC OPAG defines “COP” as “‘cost of purchase’ as it specified in the escrow closing statement at the time of purchase of each property ***owned by the Company.***” (emphasis added). In 2017 the Company owned six properties. CLA wants to focus on the properties GVC owned in 2011, but the language is clear, the properties referenced are those that GVC owned in July 2017, not what GVC owned in 2011. Obviously, GVC no longer owned several of the properties it owned in 2011 and indeed purchased properties that were not owned in 2011. Thus, while CLA and Bidsal agree on the language of the definition of “COP,” CLA is avoiding the obvious issue that COP cannot be calculated without taking into account all the purchases and sales, some of which included tax deferred exchanges which complicate the situation. Bidsal has to go back through the settlement statements, the tax records and all distributions, a monumental undertaking especially given the COVID-19 restrictions. See Exhibit “3”.

CLA’s Objections to Interrogatory Response Number 10

As CLA reiterates its argument related to Interrogatory No. 8 and applies it to Interrogatory No. 10, so does Bidsal reiterate his response to Interrogatory No 8 and applies it to his response to Interrogatory No. 10. Bidsal is diligently working to complete all calculations to determine the value of capital contributions for both members of GVC as of July 2017.

CLAIMANT’S COUNTERMOTION TO STAY THE ARBITRATION PROCEEDINGS

While Bidsal concedes that some of the COVID-19 restrictions were imposed as of the pre-arbitration conference on April 16, 2020, the full impact of the COVID-19 pandemic and its related restrictions were not known to Bidsal at that time and were not fully appreciated until months later. Further, the impact of the COVID-19 pandemic is completely outside of the control of the parties.

The Honorable David Wall (Ret.)
July 24, 2020
Page 8 of 8



During the pre-arbitration conference, Bidsal's counsel expressed concerns about the short timelines being imposed. Those concerns not only turned out to be justified but were significantly understated.

The only way to ensure that a fair and impartial arbitration occurs is to stay the present proceedings until such time as Bidsal's staff is able to return to the office to assist him in identifying, pulling, copying and producing the numerous additional documents that CLA is requesting and that Bidsal needs to prepare his case. Once the restrictions are lifted, another pre-arbitration conference should be held where new deadlines are discussed, taking into account the fact that the COVID-19 restrictions have significantly restrained Bidsal's ability to effectively respond to all of CLA's demands in this Arbitration, while simultaneously maintaining and effectively managing 30 commercial properties.

Sincerely,

SMITH & SHAPIRO, PLLC

James E. Shapiro, Esq.

cc: Rod Lewin (*via email only*)
Louis Garfinkel (*via email only*)
Shawn Bidsal (*via email only*)

Exhibit “1”

Exhibit “1”



Timeline of WHO's response to COVID-19

Last updated 30 June 2020

29 June 2020 | Statement

WHO provides this timeline of the Organization's COVID-19 response activities for general information. WHO will update the timeline on a regular basis and in light of evolving events and new information. Unless noted otherwise, country-specific information and data are as reported to WHO by its Member States.

This timeline supersedes the [WHO Rolling Updates](#) and [WHO Timeline statement](#) published in April 2020. It is not intended to be exhaustive and does not contain details of every event or WHO activity.

As of 29 June 2020, the following milestones and events focused on COVID-19 have taken place:

- The Director-General and Executive Director of the WHO Health Emergencies Programme have held 75 media briefings. The Director-General's opening remarks, transcripts, videos and audio recordings for these media briefings are available online.
- There have been 23 Member State Briefings and information sessions.
- WHO convenes international expert networks, covering topics such as clinical management, laboratory and virology, infection prevention and control, mathematical modeling, seroepidemiology, and research and development for diagnostics, therapeutics and vaccines, which have held frequent teleconferences, starting in early January. These networks include thousands of scientists, medical and public health professionals from around the world.
- EPI-WIN, WHO's information network for epidemics, has convened 60 technical webinars, making available 287 expert panelists to more than 13,500 participants, from more than 120 countries and territories, with representation from as many as 460 organizations.
- The OpenWHO platform has had more than 3.7 million enrollments, over 80% of which are in COVID-19 courses. Free training is available on 13 different topics translated into 31 languages to

support the coronavirus response, for a total of 100 COVID-19 courses.

- WHO's landscape of COVID-19 candidate vaccines lists 17 candidate vaccines in clinical evaluation and 132 in preclinical evaluation.
- The Strategic and Technical Advisory Group on Infectious Hazards (STAG-IH) has met 35 times. STAG-IH provides independent advice and analysis to the WHO Health Emergencies Programme on the infectious hazards that may pose a threat to global health security.

In addition to the selected guidance included below, all of WHO's technical guidance on COVID-19 can be found online [here](#).

All events listed below are in the Geneva, Switzerland time zone (CET/CEST). Note that the dates listed for documents are based on when they were finalized and timestamped.

31 Dec 2019

WHO's Country Office in the People's Republic of China picked up a media statement by the Wuhan Municipal Health Commission from their website on cases of 'viral pneumonia' in Wuhan, People's Republic of China.

The Country Office notified the International Health Regulations (IHR) focal point in the WHO Western Pacific Regional Office about the Wuhan Municipal Health Commission media statement of the cases and provided a translation of it.

WHO's Epidemic Intelligence from Open Sources (EIOS) platform also picked up a [media report](#) on ProMED (a programme of the International Society for Infectious Diseases) about the same cluster of cases of "pneumonia of unknown cause", in Wuhan.

Several health authorities from around the world contacted WHO seeking additional information.

1 January 2020

WHO requested information on the reported cluster of atypical pneumonia cases in Wuhan from the Chinese authorities.

WHO activated its Incident Management Support Team (IMST), as part of its emergency response framework, which ensures coordination of activities and response across the three levels of WHO (Headquarters, Regional, Country) for public health emergencies.

2 January 2020

The WHO Representative in China wrote to the National Health Commission, offering WHO support and repeating the request for further information on the cluster of cases.

WHO informed Global Outbreak Alert and Response Network (GOARN) partners about the cluster of pneumonia cases in the People's Republic of China. GOARN partners include major public health agencies, laboratories, sister UN agencies, international organizations and NGOs.

3 January 2020

Chinese officials provided information to WHO on the cluster of cases of 'viral pneumonia of unknown cause' identified in Wuhan.

4 January 2020

WHO tweeted that there was a cluster of pneumonia cases – with no deaths – in Wuhan, Hubei province, People's Republic of China, and that investigations to identify the cause were underway.

5 January 2020

WHO shared detailed information about a cluster of cases of pneumonia of unknown cause through the IHR (2005) Event Information System, which is accessible to all Member States. The event notice provided information on the cases and advised Member States to take precautions to reduce the risk of acute respiratory infections.

WHO also issued its first Disease Outbreak News report. This is a public, web-based platform for the publication of technical information addressed to the scientific and public health communities, as well as global media. The report contained information about the number of cases and their clinical status; details about the Wuhan national authority's response measures; and WHO's risk assessment and advice on public health measures. It advised that "WHO's recommendations on public health measures and surveillance of influenza and severe acute respiratory infections still apply".

9 January 2020

WHO reported that Chinese authorities have determined that the outbreak is caused by a novel coronavirus.

WHO convened the first of many teleconferences with global expert networks, beginning with the Clinical Network.

10 January 2020

The Global Coordination Mechanism for Research and Development to prevent and respond to epidemics held its first teleconference on the novel coronavirus, as did the Scientific Advisory Group of the research and development (R&D) Blueprint, a global strategy and preparedness plan that allows the rapid activation of research and development activities during epidemics.

The Director-General spoke with the Head of the National Health Commission of the People's Republic of China. He also had a call to share information with the Director of the Chinese Center for Disease Control and Prevention.

The Strategic and Technical Advisory Group on Infectious Hazards (STAG-IH) held its first meeting on the novel coronavirus outbreak.

10-12 January 2020

WHO published a comprehensive package of guidance documents for countries, covering topics related to the management of an outbreak of a new disease:

- Infection prevention and control
- Laboratory testing
- National capacities review tool
- Risk communication and community engagement
- Disease Commodity Package (v1)
- Disease Commodity Package (v2)
- Travel Travel advice
- Clinical management
- Surveillance case definitions

11 January 2020

WHO tweeted that it had received the genetic sequences for the novel coronavirus from the People's Republic of China and expected these to soon be made publicly available.

Chinese media reported the first death from the novel coronavirus.

12 January 2020

WHO convened the first teleconference with the diagnostics and laboratories global expert network.

13 January 2020

The Ministry of Public Health in Thailand reported an imported case of lab-confirmed novel coronavirus from Wuhan, the first recorded case outside of the People's Republic of China.

WHO publishes first protocol for a RT-PCR assay by a WHO partner laboratory to diagnose the novel coronavirus.

14 January 2020

WHO held a press briefing during which it stated that, based on experience with respiratory pathogens, the potential for human-to-human transmission in the 41 confirmed cases in the People's Republic of China existed: "it is certainly possible that there is limited human-to-human transmission".

WHO tweeted that preliminary investigations by the Chinese authorities had found "no clear evidence of human-to-human transmission". In its risk assessment, WHO said additional investigation was "needed to ascertain the presence of human-to-human transmission, modes of transmission, common source of exposure and the presence of asymptomatic or mildly symptomatic cases that are undetected".

16 January 2020

The Japanese Ministry of Health, Labour and Welfare informed WHO of a confirmed case of a novel coronavirus in a person who travelled to Wuhan. This was the second confirmed case detected outside of the People's Republic of China. WHO stated that considering global travel patterns, additional cases in other countries were likely.

The Pan American Health Organization/WHO Regional office for the Americas (PAHO/AMRO) issued its first epidemiological alert on the novel coronavirus. The alert included recommendations covering international travellers, infection prevention and control measures and laboratory testing.

17 January 2020

WHO convened the first meeting of the analysis and modelling working group for the novel coronavirus.

19 January 2020

The WHO Western Pacific Regional Office (WHO/WPRO) tweeted that, according to the latest information received and WHO analysis, there was evidence of limited human-to-human transmission.

20 January 2020

WHO published guidance on home care for patients with suspected infection.

20-21 January 2020

WHO conducted the first mission to first mission to Wuhan and met with public health officials to learn about the response to the cluster of cases of novel coronavirus.

21 January 2020

WHO/WPRO tweeted that it was now very clear from the latest information that there was “at least some human-to-human transmission”, and that infections among health care workers strengthened the evidence for this.

The United States of America (USA) reported its first confirmed case of the novel coronavirus. This was the first case in the WHO Region of the Americas.

WHO convened the first meeting of the global expert network on infection prevention and control.

22 January 2020

The WHO mission to Wuhan issued a statement saying that evidence suggested human-to-human transmission in Wuhan but that more investigation was needed to understand the full extent of transmission.

22-23 January 2020

The WHO Director-General convened an IHR Emergency Committee (EC) regarding the outbreak of novel coronavirus. The EC was comprised of 15 independent experts from around the world and was charged with advising the Director-General as to whether the outbreak constituted a public health emergency of international concern (PHEIC).

The Committee was not able to reach a conclusion on 22 January based on the limited information available. As the Committee was not able to make a recommendation, the Director-General asked the Committee to continue its deliberations the next day. The Director-General held a media briefing on the novel coronavirus, to provide an update on the Committee's deliberations.

The EC met again on 23 January and members were equally divided as to whether the event constituted a PHEIC, as several members considered that there was still not enough information for it, given its restrictive and binary nature (only PHEIC or no PHEIC can be determined; there is no intermediate level of warning). As there was a divergence of views, the EC did not advise the Director-General that the event constituted a PHEIC but said it was ready to be reconvened within 10 days. The EC formulated advice for WHO, the People's Republic of China, other countries and the global community.

The Director-General accepted the advice of the Committee and held a second media briefing, giving a statement on the advice of the EC and what WHO was doing in response to the outbreak.

24 January 2020

France informed WHO of three cases of novel coronavirus, all of whom had travelled from Wuhan. These were the first confirmed cases in the WHO European region (EURO).

WHO held an informal consultation on the prioritization of candidate therapeutic agents for use in novel coronavirus infection.

The Director of the Pan American Health Organization (PAHO) urged countries in the Americas to be prepared to detect early, isolate and care for patients infected with the new coronavirus, in case of receiving travelers from countries where there was ongoing transmission of novel coronavirus cases. The Director spoke at a PAHO briefing for ambassadors of the Americas to the Organization of American States (OAS) in Washington.

25 January 2020

The WHO Regional Director for Europe issued a public statement outlining the importance of being ready at the local and national levels for detecting cases, testing samples and clinical management.

WHO released its first free online course on the novel coronavirus on its OpenWHO learning platform.

27 January 2020

The WHO Regional Director for South-East Asia issued a press release that urged countries in the Region to focus on their readiness for the rapid detection of imported cases and prevention of further spread.

27-28 January 2020

A senior WHO delegation led by the Director-General arrived in Beijing to meet Chinese leaders, learn more about the response in the People's Republic of China, and to offer technical assistance. The Director-General met with President Xi Jinping on 28 January, and discussed continued collaboration on containment measures in Wuhan, public health measures in other cities and provinces, conducting further studies on the severity and transmissibility of the virus, continuing to share data, and a request for China to share biological material with WHO. They agreed that an international team of leading scientists should travel to China to better understand the context, the overall response, and exchange information and experience.

29 January 2020

On his return to Switzerland from China, the Director-General presented an update to Member States on the response to the outbreak of novel coronavirus infection in China, at the 30th Meeting of the Programme, Budget and Administration Committee (PBAC) of the Executive Board. He informed the PBAC that he had reconvened the Emergency Committee on the novel coronavirus under the IHR (2005), which would meet the following day to advise on whether the outbreak constituted a PHEIC.

The Director-General also held a press briefing on his visit to China and announced the reconvening of the EC the next day. The Director-General based the decision to reconvene on the “deeply concerning” continued increase in cases and evidence of human-to-human transmission outside China, in addition to the numbers outside China holding the potential for a much larger outbreak, even though they were still relatively small. The Director-General also spoke of his agreement with

President Xi Jinping that WHO would lead a team of international experts to visit China as soon as possible to work with the government on increasing the understanding of the outbreak, to guide global response efforts.

WHO held the first of its weekly informal discussions with a group of public health leaders from around the world, in line with its commitment to conducting listening exercises and outreach beyond formal mechanisms.

The United Arab Emirates reported the first cases in the WHO Eastern Mediterranean Region. The Regional Director affirmed that the Regional Office continued to monitor disease trends and work with Member States to ensure the ability “to detect and respond to potential cases”.

The Pandemic Supply Chain Network (PSCN) created by WHO, in collaboration with the World Economic Forum, held its first meeting. The mission of PSCN is “to create and manage a market network allowing for WHO and private sector partners to access any supply chain functionality and asset from end-to-end anywhere in the world at any scale”.

WHO published advice on the use of masks in the community, during home care and in health care settings.

30 January 2020

WHO held a Member State briefing to provide more information about the outbreak.

The WHO Director-General reconvened the IHR Emergency Committee (EC).

The EC advised the Director-General that the outbreak now met the criteria for a PHEIC. The Director-General accepted the EC's advice and declared the novel coronavirus outbreak a PHEIC. At that time there were 98 cases and no deaths in 18 countries outside China. Four countries had evidence (8 cases) of human-to-human transmission outside China (Germany, Japan, the United States of America, and Viet Nam).

The EC formulated advice for the People's Republic of China, all countries and the global community, which the Director-General accepted and issued as Temporary Recommendations under the IHR. The Director-General gave a statement, providing an overview of the situation in China and globally; the statement also explained the reasoning behind the decision to declare a PHEIC and outlined the EC's recommendations.

31 January 2020

WHO's Regional Director for Africa sent out a guidance note to all countries in the Region emphasising the importance of readiness and early detection of cases.

2 February 2020

First dispatch of RT-PCR lab diagnostic kits shipped to WHO Regional Offices.

3 February 2020

WHO finalised its Strategic Preparedness and Response Plan (SPRP), centred on improving capacity to detect, prepare and respond to the outbreak. The SPRP translated what had been learned about the virus at that stage into strategic action to guide the development of national and regional operational plans. Its content is structured around how to rapidly establish international coordination, scale up country preparedness and response operations, and accelerate research and innovation.

4 February 2020

The WHO Director-General asked the UN Secretary-General to activate the UN crisis management policy, which held its first meeting on 11 February.

During the 146th Executive Board, WHO held a technical briefing on the novel coronavirus. In his opening remarks, the Director-General urged Member States to prepare themselves by taking action now, saying "We have a window of opportunity. While 99% of cases are in China, in the rest of the world we only have 176 cases".

Responding to a question at the Executive Board, the Secretariat said, "it is possible that there may be individuals who are asymptomatic that shed virus, but we need more detailed studies around this to determine how often that is happening and if this is leading to secondary transmission".

5 February 2020

WHO's headquarters began holding daily media briefings on the novel coronavirus, the first time that WHO has held daily briefings by the Director-General or Executive Director of the WHO Health Emergencies Programme.

9 February 2020

WHO deployed an advance team for the WHO-China Joint Mission, having received final sign-off from the People's Republic of China that day. The mission had been agreed between the Director-General and President Xi Jinping during the WHO delegation's visit to China at the end of January. The advance team completed five days of intensive preparation for the Mission, working with China's National Health Commission, the Chinese Center for Disease Control and Prevention, local partners and related entities and the WHO China Country Office.

11 February 2020

WHO announced that the disease caused by the novel coronavirus would be named COVID-19. Following best practices, the name of the disease was chosen to avoid inaccuracy and stigma and therefore did not refer to a geographical location, an animal, an individual or group of people.

11-12 February 2020

WHO convened a Global Research and Innovation Forum on the novel coronavirus, attended in person by more than 300 experts and funders from 48 countries, with a further 150 joining online. Participants came together to assess the level of knowledge, identify gaps and work together to accelerate and fund priority research, with equitable access as a fundamental principle underpinning this work.

Topics covered by the Forum included: the origin of the virus, natural history, transmission, diagnosis; epidemiological studies; clinical characterization and management; infection prevention and control; R&D for candidate therapeutics and vaccines; ethical considerations for research; and the integration of the social sciences into the outbreak response.

The Forum was convened in line with the WHO R&D Blueprint, which was activated to accelerate diagnostics, vaccines and therapeutics for this novel coronavirus.

12 February 2020

Supplementing the SPRP with further detail, WHO published Operational Planning Guidelines to Support Country Preparedness and Response, structured around the eight pillars of country-level coordination, planning, and monitoring; risk communication and community engagement;

surveillance, rapid response teams, and case investigation; points of entry; national laboratories; infection prevention and control; case management; and operational support and logistics. These guidelines operationalised technical guidance, such as that published on 10-12 January.

13 February 2020

WHO's Digital Solutions Unit convened a roundtable of 30 companies in Silicon Valley to help build support for WHO to keep people safe and informed about COVID-19.

14 February 2020

Based on lessons learned from the H1N1 and Ebola outbreaks, WHO finalised guidelines for organizers of mass gatherings, in light of COVID-19.

15 February 2020

The Director-General spoke at the Munich Security Conference, a global forum dedicated to issues of international security, including health security, where he also held several bilateral meetings

In his speech, the Director-General made three requests of the international community: use the window of opportunity to intensify preparedness, adopt a whole-of-government approach and be guided by solidarity, not stigma. He also expressed concern at the global lack of urgency in funding the response.

16 February 2020

The WHO-China Joint Mission began its work. As part of the mission to assess the seriousness of this new disease; its transmission dynamics; and the nature and impact of China's control measures, teams made field visits to Beijing, Guangdong, Sichuan and Wuhan.

The Mission consisted of 25 national and international experts from the People's Republic of China, Germany, Japan, the Republic of Korea, Nigeria, the Russian Federation, Singapore, the United States of America and WHO, all selected after broad consultation to secure the best talent from a diversity of geographies and specialties. It was led by a Senior Advisor to the WHO Director-General, with the Head of Expert Panel of COVID-19 Response at the China National Health Commission (NHC) as co-lead.

Throughout the global outbreak, WHO has regularly sent missions to countries to learn from and support responses, at the request of the affected Member State. Particularly in the early stages of the worldwide COVID-19 response, missions went to countries facing relatively high levels of community transmission, such as the Islamic Republic of Iran, Italy, and Spain.

19 February 2020

Weekly WHO Member State Briefings on COVID-19 began, to share the latest knowledge and insights on COVID-19.

21 February 2020

The WHO Director-General appointed six special envoys on COVID-19, to provide strategic advice and high-level political advocacy and engagement in different parts of the world:

- Professor Dr Maha El Rabbat, former Minister of Health of Egypt;
- Dr David Nabarro, former special adviser to the UN Secretary-General on the 2030 Agenda for Sustainable Development and Climate Change;
- Dr John Nkengasong, Director of the African Centres for Disease Control and Prevention;
- Dr Mirta Roses, former Director of the WHO Region of the Americas;
- Dr Shin Young-soo, former Regional Director of the WHO Region of the Western Pacific;
- Professor Samba Sow, Director-General of the Center for Vaccine Development in Mali.

24 February 2020

The Team Leaders of the WHO-China Joint Mission on COVID-19 held a press conference to report on the main findings of the mission.

The Mission warned that "much of the global community is not yet ready, in mindset and materially, to implement the measures that have been employed to contain COVID-19 in China".

The Mission stressed that "to reduce COVID-19 illness and death, near-term readiness planning must embrace the large-scale implementation of high-quality, non-pharmaceutical public health measures", such as case detection and isolation, contact tracing and monitoring/quarantining and community engagement.

Major recommendations were developed for the People's Republic of China, countries with imported cases and/or outbreaks of COVID-19, uninfected countries, the public and the international community. For example, in addition to the above, countries with imported cases and/or outbreaks

were recommended to "immediately activate the highest level of national Response Management protocols to ensure the all-of-government and all-of-society approach needed to contain COVID-19".

Success was presented as dependent on fast decision-making by top leaders, operational thoroughness by public health systems and societal engagement.

In addition to the Mission press conference, WHO published operational operational considerations for managing COVID-19 cases and outbreaks on board ships, following the outbreak of COVID-19 during an international voyage.

25 February 2020

Confirmation of the second case in WHO's African Region, in Algeria. This followed the earlier reporting of a case in Egypt, the first on the African continent. The Regional Director for Africa called for countries to step up their readiness.

27 February 2020

WHO published guidance on the rational use of personal protective equipment, in view of global shortages. This provided recommendations on the type of personal protective equipment to use depending on the setting, personnel and type of activity.

28 February 2020

The Report of the WHO-China Joint Mission was issued, as a reference point for countries on measures needed to contain COVID-19.

29 February 2020

WHO published considerations for the quarantine of individuals in the context of containment for COVID-19. This described who should be quarantined and the minimum conditions for quarantine to avoid the risk of further transmission.

3 March 2020

WHO issued a call for industry and governments to increase manufacturing by 40 per cent to meet rising global demand in response to the shortage of personal protective equipment endangering health workers worldwide.

This call fits within a broader scope of ongoing engagement with industry, through WHO's EPI-WIN network and via partners, such as the International Chamber of Commerce and World Economic Forum, the latter of which has supported COVID-19 media briefings at the regional level.

6 March 2020

WHO published the Global Research Roadmap for the novel coronavirus developed by the working groups of the Research Forum.

The Roadmap outlines key research priorities in nine key areas. These include the natural history of the virus, epidemiology, diagnostics, clinical management, ethical considerations and social sciences, as well as longer-term goals for therapeutics and vaccines.

7 March 2020

To mark the number of confirmed COVID-19 cases surpassing 100 000 globally, WHO issued a statement calling for action to stop, contain, control, delay and reduce the impact of the virus at every opportunity.

WHO issued a consolidated package of existing guidance covering the preparedness, readiness and response actions for four different transmission scenarios: no cases, sporadic cases, clusters of cases and community transmission.

9 March 2020

The Global Preparedness Monitoring Board, an independent high-level body established by WHO and the World Bank, responsible for monitoring global preparedness for health emergencies, called for an immediate injection of US\$8 billion for the COVID-19 response to: support WHO to coordinate and prioritize support efforts to the most vulnerable countries; develop new diagnostics, therapeutics, and vaccines; strengthen unmet needs for regional surveillance and coordination; and to ensure sufficient supplies of protective equipment for health workers.

10 March 2020

WHO, UNICEF and the International Federation of Red Cross and Red Crescent Societies (IFRC) issued guidance outlining critical considerations and practical checklists to keep schools safe, with tips for parents and caregivers, as well as children and students themselves.

11 March 2020

Deeply concerned both by the alarming levels of spread and severity, and by the alarming levels of inaction, WHO made the assessment that COVID-19 could be characterized as a pandemic.

Speaking at the COVID-19 media briefing, the Director-General highlighted how WHO had been in full response mode since being notified of the first cases and "called every day for countries to take urgent and aggressive action".

Recognising that COVID-19 was not just a public health crisis but one that would touch every sector, he restated WHO's call – made from the beginning – for countries to take a whole-of-government, whole-of-society approach, built around a comprehensive strategy to prevent infections, save lives and minimize impact.

Emphasising that "we cannot say this loudly enough, or clearly enough, or often enough", he stressed that "all countries can still change the course of this pandemic" if they "detect, test, treat, isolate, trace, and mobilize their people in the response".

He stressed that "the challenge for many countries who are now dealing with large clusters or community transmission is not whether they can do the same – it's whether they will".

13 March 2020

The Director-General said that Europe had become the epicentre of the pandemic with more reported cases and deaths than the rest of the world combined, apart from the People's Republic of China.

WHO, the UN Foundation and partners launched the COVID-19 Solidarity Response Fund to receive donations from private individuals, corporations and institutions. In just 10 days, the Fund raised more than US\$70 million, from more than 187,000 individuals and organizations, to help health workers on the front lines to do their life-saving work, treat patients and advance research for treatments and vaccines.

16 March 2020

WHO launched the [COVID-19 Partners Platform](#) as an enabling tool for all countries, implementing partners, donors and contributors to collaborate in the global COVID-19 response. The Partners Platform features real-time tracking to support the planning, implementation and resourcing of country preparedness and response activities.

17 March 2020

WHO, together with the International Federation of Red Cross and Red Crescent Societies (IFRC), International Organization for Migration (IOM) and the UN Refugee Agency (UNHCR) published guidance on [scaling-up COVID-19 outbreak readiness and response operations in camps and camp-like settings](#).

18 March 2020

WHO and partners launched the [Solidarity trial](#), an international clinical trial that aims to generate robust data from around the world to find the most effective treatments for COVID-19.

While randomized clinical trials normally take years to design and conduct, the Solidarity trial was designed to accelerate this process. Enrolling patients in one single randomized trial was to help facilitate the rapid worldwide comparison of unproven treatments. This arrangement was also to overcome the risk of multiple small trials not generating the strong evidence needed to determine the relative effectiveness of potential treatments.

WHO published [guidance](#) on mental health and psychosocial considerations during the COVID-19 outbreak.

20 March 2020

WHO Health Alert, which offers instant and accurate information about COVID-19, [launched](#) on WhatsApp. It is available in multiple languages with users around the world.

21 March 2020

In light of many Member States facing shortfalls in testing capacity, WHO published laboratory testing strategy [recommendations](#) for COVID-19.

23 March 2020

WHO and FIFA launched the 'Pass the message to kick out coronavirus' awareness campaign, led by world-renowned footballers, who called on people around the world to protect their health, through hand washing, coughing etiquette, not touching one's face, maintaining physical distance and staying home if feeling unwell.

25 March 2020

The UN Global Humanitarian Response Plan was launched by the WHO Director-General, UN Secretary-General, UN Under-Secretary-General for Humanitarian Affairs and UNICEF Executive Director.

WHO also updated its operational planning guidelines to help countries balance the demands of responding directly to COVID-19 while maintaining essential health service delivery, protecting health care workers and mitigating the risk of system collapse.

26 March 2020

The Director-General addressed the Extraordinary G20 Summit on COVID-19, chaired by King Salman of Saudi Arabia, and called on G20 leaders to fight, unite, and ignite against COVID-19.

In the opening of their Statement for the Summit, the G20 Leaders said they were "committed to do whatever it takes to overcome the pandemic, along with the World Health Organization (WHO)". They also stated they would "strengthen health systems globally, including through supporting the full implementation of the WHO International Health Regulations (IHR 2005)".

The Statement went on to outline that the Leaders "fully support and commit to further strengthen the WHO's mandate in coordinating the international fight against the pandemic, including the protection of front-line health workers, delivery of medical supplies, especially diagnostic tools, treatments, medicines, and vaccines".

The Leaders said they would "quickly work together and with stakeholders to close the financing gap in the WHO Strategic Preparedness and Response Plan" and also committed to "provide immediate resources to the WHO's COVID-19 Solidarity Response Fund", calling upon all countries, international organizations, the private sector, philanthropies, and individuals to contribute to these efforts.

Aside from the G20, WHO joined with UNESCO and other partners to launch the [Global Education Coalition](#) to facilitate inclusive learning opportunities for children and youth during this period of sudden and unprecedented educational disruption.

28 March 2020

With many health facilities around the world overwhelmed by the influx of COVID-19 patients seeking medical care, WHO published a [manual](#) on how to set up and manage a severe acute respiratory infection treatment centre and a severe acute respiratory infection screening facility in health care facilities to optimise patient care.

30 March 2020

The Director-General [called on](#) countries to work with companies to increase production; to ensure the free movement of essential health products; and to ensure equitable distribution, having spoken to G20 trade ministers about ways to address chronic shortages earlier in the day.

At this point, WHO had [shipped](#) almost 2 million individual items of protective gear to 74 countries that needed them most and was working intensively with several partners to massively increase access to life-saving products, including diagnostics, personal protective equipment, medical oxygen, ventilators and more.

31 March 2020

WHO issued a [Medical Product Alert](#) warning consumers, healthcare professionals, and health authorities against a growing number of falsified medical products that claim to prevent, detect, treat or cure COVID-19.

WHO published a [Scientific Brief](#) on the off-label use of medicines for COVID-19, addressing the issue of compassionate use.

WHO [announced](#) the launch of a chatbot with Rakuten Viber, a free messaging and calling app. Subscribers to the WHO Viber chatbot receive notifications with the latest news and information directly from WHO. It is available in multiple languages with users around the world.

2 April 2020

WHO reported on evidence of transmission from symptomatic, pre-symptomatic and asymptomatic people infected with COVID-19, noting that transmission from a pre-symptomatic case can occur before symptom onset.

4 April 2020

WHO reported that over 1 million cases of COVID-19 had been confirmed worldwide, a more than tenfold increase in less than a month.

6 April 2020

WHO issued updated guidance on masks, including a new section on advice to decision-makers on mask use by healthy people in communities.

7 April 2020

World Health Day focused on celebrating the work of nurses and midwives at the forefront of the COVID-19 response.

WHO issued a document outlining what the health sector/system can do to address COVID-19 and violence against women.

WHO finalised practical considerations for religious leaders and faith-based communities in the context of COVID-19.

8 April 2020

The UN COVID-19 Supply Chain Task Force was launched to coordinate and scale up the procurement and distribution of personal protective equipment, lab diagnostics and oxygen to the countries most in need.

9 April 2020

WHO marked 100 days since the first cases of 'pneumonia with unknown cause' were reported with an overview of key events and efforts taken to stop the spread of coronavirus.

11 April 2020

WHO published a draft landscape of COVID-19 candidate vaccines, on the basis of a systematic assessment of candidates from around the world, which continues to be updated.

13 April 2020

WHO published a statement by 130 scientists, funders and manufacturers from around the world, in which they committed to working with WHO to speed the development of a vaccine against COVID-19.

14 April 2020

WHO published a COVID-19 strategy update, with guidance for countries preparing for a phased transition from widespread transmission to a steady state of low-level or no transmission. It aims for all countries to control the pandemic by mobilizing all sectors and communities to prevent and suppress community transmission, reduce mortality and develop safe and effective vaccines and therapeutics.

The first WHO and World Food Programme 'Solidarity Flight', organised with partners, departed from Addis Ababa, Ethiopia, carrying vital medical cargo for countries in Africa,

WHO launched a Facebook Messenger chatbot version of its WHO Health Alert platform – offering instant, accurate and multilingual information and guidance to keep users safe from COVID-19.

15 April 2020

WHO finalised guidance on public health advice for social and religious practices during Ramadan, in the context of COVID-19.

16 April 2020

WHO issued guidance on considerations in adjusting public health and social measures, such as large-scale movement restrictions, commonly referred to as 'lockdowns'.

18 April 2020

WHO and Global Citizen co-hosted the 'One World: Together At Home' concert, a global on-air special to celebrate and support front line healthcare workers. The concert raised a total of \$127.9 million, providing \$55.1 million to the COVID-19 Solidarity Response Fund and \$72.8 million to local and regional responders.

19 April 2020

Together with 14 other humanitarian organizations, WHO issued a call to the donor community to urgently support the global emergency supply system to fight COVID-19.

20 April 2020

The UN General Assembly adopted a resolution entitled 'International cooperation to ensure global access to medicines, vaccines and medical equipment to face COVID-19'. The resolution "acknowledges the crucial leading role played by the World Health Organization" with regard to "coordinating the global response to control and contain the spread" of COVID-19. It also requested "close collaboration" with WHO by the UN Secretary-General.

24 April 2020

In a virtual event co-hosted by WHO, President Emmanuel Macron of France, President Ursula Von der Leyen of the European Commission and the Bill & Melinda Gates Foundation, the Director-General launched the Access to COVID-19 Tools Accelerator, or ACT-Accelerator, a collaboration to accelerate the development, production and equitable access to vaccines, diagnostics and therapeutics for COVID-19.

WHO issued a Scientific Brief on 'immunity passports' in the context of COVID-19. This brief highlighted that there was not enough evidence about the effectiveness of antibody-mediated immunity to guarantee the accuracy of an 'immunity passport' or 'risk-free certificate' and that the use of such certificates may therefore increase the risks of continued transmission.

30 April 2020

The Director-General convened the IHR Emergency Committee on COVID-19 for a third time, with an expanded membership to reflect the nature of the pandemic and the need to include additional areas of expertise. The Emergency Committee met on 30 April and issued its statement on 1 May.

The Director-General declared that the outbreak of COVID-19 continued to constitute a PHEIC. He accepted the advice of the Committee to WHO and issued the Committee's advice to States Parties as Temporary Recommendations under the IHR.

In his opening remarks at the 1 May media briefing on COVID-19, the Director-General spoke about the EC's advice for WHO and outlined how the organization would continue to lead and coordinate the global response to the pandemic, in collaboration with countries and partners.

The Director-General accepted the Committee's advice that "WHO works to identify the animal source of the virus through international scientific and collaborative missions".

Among other commitments, he said that WHO would "continue to call on countries to implement a comprehensive package of measures to find, isolate, test and treat every case, and trace every contact", as it had "done clearly from the beginning".

4 May 2020

The Director-General addressed leaders from 40 countries from all over the world at a COVID-19 Global Response International Pledging Event, hosted by the European Commission. The Director-General highlighted that the ACT Accelerator represented a "unique commitment to work together at record speed to develop essential tools to prevent, detect and treat COVID-19". He went on to emphasise that the "ultimate measure of success" would be how equally these tools were distributed, as part of ensuring health for all.

5 May 2020

WHO launched the COVID-19 Supply Portal, a purpose-built tool to facilitate and consolidate submission of supply requests from national authorities and all implementing partners supporting COVID-19 National Action Plans. The Portal is accessed via the COVID-19 Partners Platform.

7 May 2020

The UN launched an update to the Global Humanitarian Response Plan for \$6.7 billion to minimise the most debilitating effects of the pandemic in 63 low and middle-income countries.

10 May 2020

Building on previous [guidance](#) on the investigation of cases and clusters, WHO issued interim [guidance](#) on contact tracing.

10-14 May 2020

With Member States facing different transmission scenarios, WHO published four annexes to the considerations in adjusting public health and social measures for [workplaces](#), [schools](#) and [mass gatherings](#), as well as the [public health criteria](#) to adjust these measures.

13 May 2020

Designed to inform health care workers to help them care for COVID-19 patients and protect themselves, the [WHO Academy App launched](#), together with the WHO Info app for the general public.

14 May 2020

WHO issued an [advocacy brief](#) advising countries to incorporate a focus on gender into their COVID-19 responses, in order to ensure that public health policies and measures to curb the pandemic account for gender and how it interacts with other inequalities.

15 May 2020

WHO released a [Scientific Brief](#) on multisystem inflammatory syndrome in children and adolescents temporally related to COVID-19.

18 May 2020

The Independent Oversight and Advisory Committee for the WHO Health Emergencies Programme (IOAC) – which continuously reviews WHO's work in health emergencies – finalised and published its [interim report](#) on WHO's response to COVID-19 from January to April 2020. This report sits within WHO's existing independent accountability mechanisms, in operation since the pandemic started.

The Committee was alerted to the cluster of cases in Wuhan on 2 January and WHO has provided regular updates to the Committee since 6 January. The Committee held its first teleconference on the WHO response to COVID-19 on 20 January and began drafting its interim report on 30 March.

IOAC continues to review the work of WHO on the COVID-19 pandemic and will report to the next meeting of WHO governing bodies.

18-19 May 2020

The 73rd World Health Assembly, the first ever to be held virtually, adopted a landmark resolution to bring the world together to fight the COVID-19 pandemic, co-sponsored by more than 130 countries – the largest number on record – and adopted by consensus. Fourteen heads of state participated in the opening and closing sessions.

The resolution calls for the intensification of efforts to control the pandemic, and “recognizes the role of extensive immunization against COVID-19 as a global public good for health”, and calls for equitable access to and fair distribution of all essential health technologies and products to combat the virus. It takes stock of the pandemic’s “disproportionately heavy impact on the poor and the most vulnerable”, addressing not just health but also the wider impact on economies and societies and the “exacerbation of inequalities within and between countries”.

The resolution calls on Member States to take several actions including to provide WHO both with “sustainable funding” and “timely, accurate and sufficiently detailed public health information related to the COVID-19 pandemic, as required by the International Health Regulations (2005)”. It also requests the Director-General, working with other organizations and countries, “to identify the zoonotic source of the virus and the route of introduction to the human population”.

The resolution concludes with a request to the Director-General to initiate an impartial, independent and comprehensive evaluation of the response to COVID-19, at the earliest appropriate moment and in consultation with Member States, in order to review experience and lessons learned and to make recommendations to improve capacity for pandemic prevention, preparedness and response, and to report on the implementation of the resolution at the 74th World Health Assembly.

In his opening remarks, the Director-General urged countries to “proceed with caution” to secure the “fastest possible global recovery”. He reiterated the importance of a comprehensive approach and a whole-of-government and whole-of-society response, with special attention to vulnerable groups.

Highlighting that the world “needs to strengthen, implement and finance the systems and organizations it has – including WHO”, the Director-General placed special emphasis on investing in “the global treaty that underpins global health security: the International Health Regulations”.

In his closing remarks, the Director-General outlined how WHO was fighting the pandemic with every tool at its disposal and said “Let our shared humanity be the antidote to our shared threat”.

21 May 2020

WHO signed a new agreement with the UN Refugee Agency, with a key aim for 2020 of supporting ongoing efforts to protect some 70 million forcibly displaced people from COVID-19.

27 May 2020

The WHO Foundation was established, with the aim of supporting global public health needs by providing funds to WHO and trusted partners. In light of the COVID-19 pandemic, the WHO Foundation will initially focus on emergencies and pandemic response. By facilitating contributions from the general public, individual major donors and corporate partners, the Foundation will drive work towards securing more sustainable and predictable funding for WHO, drawn from a broader donor base.

29 May 2020

Thirty countries and multiple international partners and institutions launched the COVID-19 Technology Access Pool (C-TAP), an initiative to make vaccines, tests, treatments and other health technologies to fight COVID-19 accessible to all. Voluntary and based on social solidarity, C-TAP aims to provide a one-stop shop for equitably sharing scientific knowledge, data and intellectual property.

Heads of government and leaders from across the UN, academia, industry and civil society spoke at the launch event for C-TAP, an initiative first proposed in March by President Carlos Alvarado of Costa Rica. WHO, Costa Rica and all the co-sponsor countries also issued a 'Solidarity Call to Action' asking stakeholders to join and support the initiative, with recommended actions for key groups.

2 June 2020

The Executive Director of the WHO Health Emergencies Programme addressed the Yemen High-level Pledging Conference, organised to support the humanitarian response and alleviate suffering in the country. The Executive Director said that COVID-19 was placing a major burden on the health system, already on the verge of collapse, and that a "massive scale-up of our COVID and non-COVID health operations" was needed, despite the considerable efforts of WHO and partners.

4 June 2020

WHO welcomed funding commitments made at the Global Vaccine Summit. Hosted virtually by the UK government, this was Gavi, the Vaccine Alliance's, third pledging conference. These commitments will help maintain immunization in lower-income countries, mitigating the impact of the COVID-19 pandemic. The Summit also highlighted how important a safe, effective and equitably accessible vaccine will be in controlling COVID-19.

5 June 2020

WHO published updated guidance on the use of masks for the control of COVID-19, which provided updated advice on who should wear a mask, when it should be worn and what it should be made of.

13 June 2020

WHO reported that Chinese authorities had provided information on a cluster of COVID-19 cases in Beijing, People's Republic of China.

Officials from the National Health Commission and Beijing Health Commission briefed WHO's China country office, to share details of preliminary investigations ongoing in Beijing.

WHO offered support and technical assistance, as well as requested further information about the cluster and the investigations underway and planned.

16 June 2020

WHO welcomed initial clinical trial results from the UK that showed dexamethasone, a corticosteroid, could be lifesaving for patients critically ill with COVID-19. The news built off the Global Research and Innovation Forum, which took place in Geneva in mid-February, to accelerate health technologies for COVID-19. The Forum highlighted further research into the use of steroids as a priority.

17 June 2020

WHO [announced](#) that the hydroxychloroquine arm of the [Solidarity Trial](#) to find an effective COVID-19 treatment was being stopped. The decision was based on large scale randomized evidence from the Solidarity, Discovery and Recovery trials, as well as a review of available published evidence from other sources, which showed that hydroxychloroquine did not reduce mortality for hospitalised COVID-19 patients.

26 June 2020

The [ACT-Accelerator](#) [published](#) its consolidated [investment case](#), calling for \$31.3 billion over the next 12 months for diagnostics, therapeutics and vaccines. A [press conference](#) detailed the ACT-Accelerator's four pillars of work: diagnostics, therapeutics, vaccines and the health system connector, in addition to the cross-cutting workstream on Access and Allocation.

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Exhibit “2”

Exhibit “2”

throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

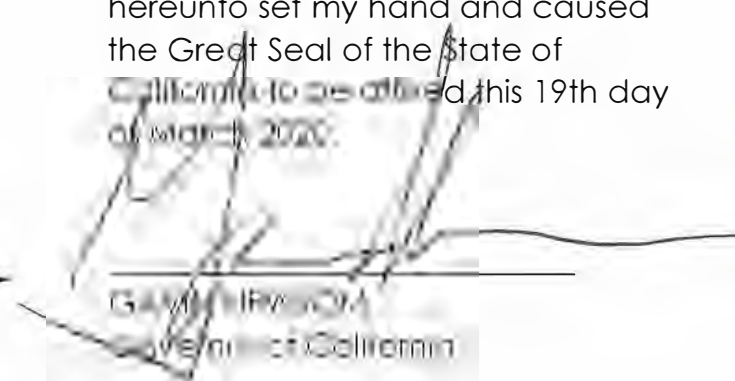
The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March, 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Exhibit “3”

Exhibit “3”

DECLARATION OF SHAWN BIDSAL
IN SUPPORT OF CLAIMANT'S OPPOSITION TO RESPONDENT'S MOTION TO
COMPEL ANSWERS TO FIRST SET OF INTERROGATORIES TO SHAWN BIDSAL AND
CLAIMANT'S COUNTERMOTION TO STAY THE PROCEEDINGS

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 claimant in JAMS Arbitration No. 1260005736 captioned Shawn Bidsal v. CLA Properties, LLC.

4. My counsels are Smith & Shapiro, PLLC and Gerrard Cox & Larsen ("Bidsal's Counsel").

5. I have been involved in commercial property management for over 24 years. I have managed over 50 commercial properties, during my tenure in real estate, valued at over \$300,000,000.00. These properties are spread throughout eight states.

6. I currently am responsible for managing 30 commercial properties located in eight different states (the "Commercial Properties").

7. My commercial property management company, in addition to myself has five employees. Prior to the COVID-19 pandemic (the "Pandemic"), these five employees were all full-time employees, each working no less than 40 hours per week.

8. My primary work location is out of an office located in Los Angeles County, California. My five full-time employees of my property management company are also based out of the Los Angeles County office.

9. When I filed the present Arbitration, I had very little knowledge of the novel coronavirus (COVID-19) and had no idea how it would negatively affect my business operations.

10. The Governor of the State of California issued a State of Emergency, due to COVID-19, on March 4, 2020. I became increasingly more aware of the pandemic at this time, but still did not understand how life-altering the virus would be.

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1 11. On March 16, 2020 the Governor of California issued an Order that suspended
2 commercial evictions for the nonpayment of rent. This order meant that I, as the owner of the
3 Commercial Properties that I was managing, had to make my mortgage payments (for the properties
4 that have mortgages) and pay other mandatory expenses for all the commercial Properties, despite the
5 fact that my tenants were relieved from paying rent for some unknown period of time for all properties
6 located in California.

7 12. On March 19, 2020 the Governor of the State of California issued a Stay at Home Order.
8 As a result of this order I had to temporarily close my Los Angeles property management office. The
9 five full-time employees and I complied with the Stay at Home Order and did just that. I personally
10 continued to manage all of my Commercial Properties from my home office. This was challenging,
11 given the number of on-site visits that are regularly required for property management, but at the time,
12 I hoped that the Stay at Home Order would be lifted in a relatively short period of time.

13 13. I adjusted my priorities after the Stay at Home Order and focused all of my efforts on
14 the day to day management of these properties. Given that I virtually had no staff, I poured countless
15 hours and energy into ensuring that the properties did not see any decline in management.

16 14. To exacerbate matters, the pandemic increased my workload. Numerous tenants
17 reached out to me seeking modifications of their leases. These conversations and lease modifications
18 took time but are essential for effective property management. I made time for each tenant and
19 addressed their concerns individually, as I wanted to avoid a situation where tenants were forced to
20 shutter their businesses.

21 15. Despite every effort I made with each tenant, some tenants felt they had no choice and
22 ended up closing their doors. These decisions by tenants also increased my workload as I then had to
23 increase my efforts to find new tenants, all by myself, as my property management staff was still under
24 the California Governor's Stay at Home order.

25 16. On March 29, 2020, the Governor of Nevada, where Green Valley Commerce Center is
26 located, also issued a commercial property eviction moratorium. This eviction moratorium placed an
27 even greater stress on me, as more tenants were given permission to cease payment of rent, yet, I still
28 had to ensure that all property expenses were paid. As of today, my efforts have resulted in GVC

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1 retaining all of its existing tenants and I have been able to collect the majority of rents from the GVC
2 tenants, despite the eviction moratorium.

3 17. With all of the challenges presented by the Pandemic, I had to personally take
4 extraordinary measures to keep the Commercial Properties running smoothly. I have managed to collect
5 rent, ensure that maintenance is performed and ensure that repairs are made for the Commercial
6 Properties. Thankfully, I have been able to effectively manage all of the Commercial Properties,
7 however, these sacrifices have taken a toll on my health and my family. I have had very little time for
8 anything other than property management since the Stay at Home Order was issued.

9 18. I was slightly relieved to hear on May 7, 2020 that California would be reducing
10 restrictions that had been put in place to deal with the pandemic. With the lessening of restrictions, I
11 began to work on establishing alternate work schedules and places for employees with the hope that
12 we could resume normal operations shortly. I say I was slightly relieved because the eviction
13 moratoriums were still in place and there was little mention of a date that they would be lifted.

14 19. On May 12, 2020 CLA Properties LLC ("CLA") served request for production, requests
15 for admission and interrogatories on me. I immediately went to work identifying and gathering
16 documents responsive to their requests.

17 20. Much to my disappointment, on May 13, 2020, I learned that Los Angeles County was
18 still struggling with the pandemic and that a new order had been issued by Los Angeles County that
19 put additional restrictions (restrictions that had just been eased by the state) back on businesses
20 operating within Los Angeles County. It seemed to me that my property management business was
21 back to square one when it came to pandemic restrictions.

22 21. During this period, it was still necessary that I do on-site property visits, inspections,
23 and meetings. I did so, taking the utmost care in light of the Pandemic. I personally performed all of
24 the on-site visits.

25 22. Despite all of these challenges I was able to produce over a thousand pages of documents
26 relevant to CLA's discovery requests on May 19, 2020. Knowing there was still more work to be done,
27 I attempted to continue to chip away at responding to CLA's requests, noting that I understood that
28 discovery was ongoing and that I would supplement my disclosures as soon as I could. I did not allow

UNITED STATES DISTRICT COURT
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1 the voluminous requests from CLA to negatively affect my management of the properties. My first
2 priority remained property management, my second priority was compiling information and documents
3 responsive to CLA's demands.

4 23. My efforts resulted in producing a second set of documents, this time nearly 2,500 pages,
5 to CLA on June 22, 2020. I was also able to respond to CLA's requests for production of documents,
6 requests for admissions and interrogatories on that same day. In order to do so, I had to personally pull
7 each and every document by myself. Additionally, given the extensive time frame demanded by CLA,
8 some of the documents had to be retrieved from storage.

9 24. On July 1, 2020, seeing that Los Angeles County did not appear to be lifting the
10 additional restrictive orders, I arranged for two of my five employees to come back into the office on a
11 part time basis. One employee came in two days per week and the other employee came in the alternate
12 three days per week. I arranged for this work schedule to comply with all of the Pandemic orders.
13 Despite the increased assistance, which I am grateful for, I still was and am, the only person conducting
14 property visits; these property visits are time consuming.

15 25. I was disappointed to learn that instead of lessening the Pandemic restrictions, on July
16 13, 2020 the State of California reversed its lifting of restrictions for various counties. One of the
17 counties that experienced the reverse is Los Angeles County. The July 13th restrictions once again
18 closed all indoor operations for non-critical infrastructure. It is my understanding that my business is
19 considered non-critical infrastructure. I am complying with the order.

20 26. Two days after receiving this devastating news that we had another closure, I learned
21 that CLA was not happy with my responses to their discovery and were not satisfied with the 3,500
22 pages of discovery provided. 3,500 pages that were largely duplicates of documents already provided
23 to them in the regular course of business. I realized that I could not go on at the same pace, having to
24 devote so much time to document production to satisfy CLA's demands. I contacted members of my
25 staff and asked them if they would come into the office to assist in responding to CLA's demand. My
26 staff responded by telling me that it was not safe to come into the office and that I could fire them if I
27 chose to do so. I did not fire them for being concerned about their health and instead decided to resort
28 to asking the Arbitrator for more time to respond to CLA's demands.

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1 27. I am not hiding from discovery. I understand and acknowledge that calculations and
2 accounting must be performed to arrive at my asserted valuation of my shares in GVC. I also
3 acknowledge that a final account for capital account valuation and services valuation needs to be
4 accomplished. However, with Los Angeles County, and indeed much of California and Nevada, still
5 under lock down, I simply cannot maintain the inhuman pace of effectively managing my properties
6 and also responding to every demand of CLA.

7 28. The global health pandemic has placed an enormous and unanticipated strain on me and
8 my resources. I recognize that I have an obligation to respond to discovery and I am doing everything
9 in my power to comply, while still being able to effectively manage my properties. I recognize that
10 discovery is ongoing, and I intend to produce the information requested by CLA as soon as it is
11 available. I believe that a stay in these proceedings is absolutely necessary to compile the information
12 demanded by CLA. The pandemic is a once in a lifetime circumstance, that I believe warrants the relief
13 requested.

14 29. I recognize that it is necessary for me to calculate the cost of purchase ("COP") as
15 defined in the GVC OPAG and to provide those calculations to CLA. The COP calculation is a
16 monumental undertaking that involves going back through settlement statements, tax records and all
17 distributions. This calculation takes time and attention and I do not wish to rush such an important
18 calculation or fail to give it the attention it is due.

19 30. I recognize that it is necessary for me to calculate the value of capital contributions for
20 both myself and CLA. The capital contribution calculation is time and record intensive. I do not wish
21 to rush such an important calculation or fail to give it the attention it is due.

22 31. In order to adequately respond to CLA's discovery demands and given the extraordinary
23 hardships imposed by the pandemic, I respectfully request that the Arbitration be stayed until my staff
24 is able to return to the Los Angeles County office to assist me in document identification, gathering,
25 copying and production and so that I may give adequate time and attention to the calculations demanded
26 by CLA.

27 \\\

28 \\\

Dated this 23rd day of July, 2020.

Shawn Bidsal

Exhibit “4”

Exhibit “4”

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

Exhibit “5”

Exhibit “5”



**DECLARATION OF EMERGENCY
DIRECTIVE 008**

WHEREAS, on March 12, 2020, I, Steve Sisolak, Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States declared a nationwide emergency pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

WHEREAS, the World Health Organization (WHO) and United States Centers for Disease Control and Prevention (CDC) have advised that there is a correlation between density of persons gathered and the risk of transmission of COVID-19; and

WHEREAS, as of March 29, 2020, the State of Nevada Department of Health and Human Services is reporting 738 positive cases of COVID-19, and 15 deaths resulting from COVID-19; and

WHEREAS, close proximity to other persons is currently contraindicated by public health and medical best practices to combat COVID-19; and

WHEREAS, NRS 414.060 outlines powers and duties delegated to the Governor during the existence of a state of emergency, including without limitation, directing and controlling the conduct of the general public and the movement and cessation of movement of pedestrians and vehicular traffic during, before and after exercises or an emergency or disaster, public meetings or gatherings; and

WHEREAS, NRS 414.070 outlines additional powers delegated to the Governor during the existence of a state of emergency, including without limitation, enforcing all laws and regulations relating to emergency management and assuming direct operational control of any or all forces, including, without limitation, volunteers and auxiliary staff for emergency management in the State; providing for and compelling the evacuation of all or part of the population from any stricken or threatened area or areas within the State and to take such steps as are necessary for the receipt and

care of those persons; and performing and exercising such other functions, powers and duties as are necessary to promote and secure the safety and protection of the civilian population; and

WHEREAS, the Nevada Attorney General opined in Opinion Number 57-336 that “[t]here can be no question but that the Legislature intended to give to the Governor the broadest possible powers consistent with constitutional government in a time of dire emergency”; and

WHEREAS, I ordered a closure of nonessential businesses and Nevada’s public and charter schools that, in addition to adverse economic conditions resulting from the COVID-19 pandemic, is negatively impacting financial stability of a significant number of individuals, families, and businesses statewide, hindering the ability of Nevadans and businesses to make timely mortgage or rent payments; and

WHEREAS, stability in housing is essential for all Nevadans to abide by social distancing recommendations that aid in containing the spread of COVID-19; and

WHEREAS, removal of Nevadans from their homes by foreclosure or eviction increases vulnerability to transmission of COVID-19, which in turn increases the general public health risk resulting from spread of COVID-19; and

WHEREAS, efforts to treat, prevent, or reduce the spread of COVID-19 may make it medically necessary and reasonable to require individuals to remain in isolation or quarantine at their homes or otherwise remain indoors; and

WHEREAS, to avoid serious health, safety, welfare, and financial consequences that may result from the eviction, foreclosure or other removal of Nevadans and businesses from their homes or establishments during this emergency, it is reasonable and necessary to suspend eviction and foreclosure actions or proceedings related to residential and commercial real property in Nevada; and

WHEREAS, on March 18, 2020, the President of the United States announced the Department of Housing and Urban Development, in an effort to provide immediate relief to renters and homeowners, will temporarily suspend all foreclosures and evictions, and at least nine other states around the nation having taken similar actions as of March 25, 2020; and

WHEREAS, on March 25, 2020, the United States Congress passed an aid-package that is intended to provide substantial economic assistance to businesses, individuals, and families throughout the nation, and a temporary suspension of eviction and foreclosure actions or proceedings will give Nevadans and businesses facing financial hardship resulting from the COVID-19 pandemic a grace period to obtain financial assistance made available through this extensive aid-package, as well as others, while allowing them to maintain essential stability in housing and business establishments; and

WHEREAS, Article 5, Section 1 of the Nevada Constitution provides: "The supreme executive power of this State, shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada;"

NOW THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of Nevada and the United States, and pursuant to the March 12, 2020 Emergency Declaration,

IT IS HEREBY ORDERED THAT:

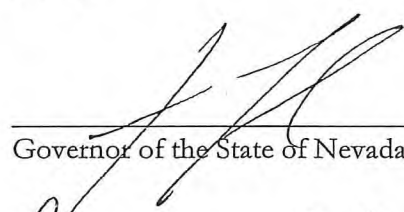
- SECTION 1: No lockout, notice to vacate, notice to pay or quit, eviction, foreclosure action, or other proceeding involving residential or commercial real estate based upon a tenant or mortgagee's default of any contractual obligations imposed by a rental agreement or mortgage may be initiated under any provision of Nevada law effective March 29, 2020, at 11:59 p.m., until the state of emergency under the March 12, 2020 Declaration of Emergency terminates, expires, or this Directive is rescinded by order of the Governor. This provision does not prohibit the eviction of persons who seriously endanger the public or other residents, engage in criminal activity, or cause significant damage to the property.
- SECTION 2: That an individual has tested positive for COVID-19 or has been potentially exposed to the novel coronavirus that causes COVID-19 does not serve as a basis for establishing that a tenant or resident seriously endangered the safety of others.
- SECTION 3: No provision contained in this Directive shall be construed as relieving any party of their contractual obligations to pay rent, make mortgage payments, or comply with any other obligations imposed on parties by a lease, rental agreement, or mortgage. Landlords and lenders, however, shall be prohibited from charging any late fees or penalties for any nonpayment under the terms of a lease, rental agreement, or mortgage that occurs between the date of this Directive and the termination or expiration of the March 12, 2020 Declaration of Emergency or the date on which this Directive is rescinded by order of the Governor.
- SECTION 4: No provision contained in this Directive shall be construed to prohibit the continuation of any eviction or foreclosure action or proceeding predating the March 12, 2020 Declaration of Emergency.
- SECTION 5: Eviction of foreclosure actions currently being adjudicated by a court shall be stayed until the state of emergency declared on March 12, 2020 terminates or expires. This limitation shall not include current eviction or foreclosure proceedings stemming from threats by a tenant or resident to public health or safety, criminal activity, or significant damage to the property.
- SECTION 6: To the extent any agencies providing rental assistance to tenants in Nevada ordinarily require the tenant to provide a seven-day eviction notice issued under NRS 40.253(1) as a prerequisite to obtaining rental assistance, a landlord's or property manager's written notice of nonpayment of rent establishing the delinquency in payment shall be considered as a substitute for the notice of eviction in determining an individual's eligibility for rental assistance while this Directive remains in effect.

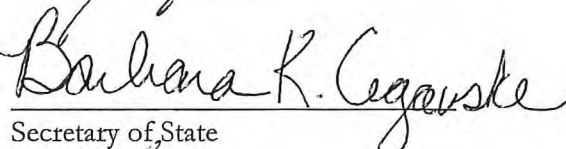
SECTION 7: After the termination or expiration of the March 12, 2020 Declaration of Emergency relating to the COVID-19 pandemic, and abatement of the financial hardships created by the COVID-19 pandemic, borrowers, lenders, tenants, and landlords are encouraged to negotiate payment plans or other agreements within 30 days of the termination of this Directive to allow borrowers and tenants to cure any defaults or missed payments resulting from a financial hardship resulting from the COVID-19 pandemic.

SECTION 8: This Directive shall remain in effect until the state of emergency declared on March 12, 2020 is terminated or unless renewed by a subsequent Directive promulgated pursuant to the March 12, 2020 Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 29th day of March, in the year two thousand twenty.


Governor of the State of Nevada


Secretary of State

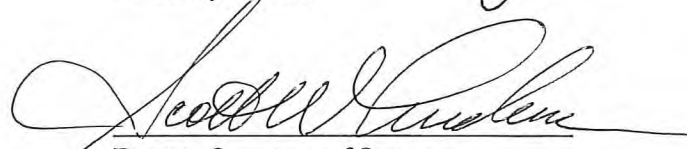

Deputy Secretary of State

Exhibit “6”

Exhibit “6”



ORDER OF THE STATE PUBLIC HEALTH
OFFICER
May 7, 2020

On March 19, 2020, I issued an order directing all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors. (See <https://covid19.ca.gov/stay-home-except-for-essential-needs/>.) I then set out California's path forward from this "Stay-at-Home" Order in California's Pandemic Roadmap <https://www.gov.ca.gov/wp-content/uploads/2020/05/5.4.20-Update-on-Californias-Pandemic-Roadmap.pdf>. That Roadmap identifies four stages of the pandemic: safety and preparation (Stage 1), reopening of lower-risk workplaces and other spaces (Stage 2), reopening of higher-risk workplaces and other spaces (Stage 3), and finally an easing of final restrictions leading to the end of the stay at home order (Stage 4).

Today, COVID-19 continues to present a significant risk to the health of individuals throughout California. There are confirmed cases of the virus in 54 of the 58 counties across the State, and each day over the past two weeks over one thousand new cases have been confirmed in California and dozens of people have lost their lives due to the virus. However, owing to Californians' mitigation efforts, statewide data currently demonstrates stable rates of new infections and hospitalizations, the maintenance of surge capacity, and an improved ability to test, contact trace, isolate, and provide support to individuals exposed to COVID-19. As State Public Health Officer, I have determined that the statewide data now supports the gradual movement of the entire state from Stage 1 to Stage 2 of California's Pandemic Resilience Roadmap.

Gradual movement into Stage 2 is intended to reintroduce activities and sectors in a phased manner and with necessary modifications, in order to protect public health and result in a lower risk for COVID-19 transmission and outbreak in a community. Such deliberate phasing is critical to allowing the State to protect the public, and to mitigate and manage the impact of the re-openings, such that our health care delivery system has the capacity to respond to potential increased demands. Differences across the state in the prevalence of COVID-19, as well as testing rates, containment capability, and hospital capacity, have resulted in differences among local health jurisdictions' ability to safely progress through the various stages. The low and stable data reported by some local health officers in their local health jurisdictions, combined with sufficient COVID-19 preparedness, justifies allowance for some variation in the speed with which some local health jurisdictions will be able to move through the phases of Stage 2.

NOW, THEREFORE, I as State Public Health Officer and Director of the California Department of Public Health, order:

1. All local health jurisdictions in the state may begin gradual movement into Stage 2, as set forth in this Order, effective on May 8, 2020; however, a local health jurisdiction may implement or continue more restrictive public health measures if the jurisdiction's Local Health Officer believes conditions in that jurisdiction warrant it.
2. I will progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on public health and safety needs, and I will add additional sectors, businesses, establishments, or activities at a pace designed to protect public health and safety. Those sectors, businesses, establishments, or activities that are permitted to open will be designated, along with necessary modifications, at <https://covid19.ca.gov/roadmap/>, as I announce them.
3. To the extent that such sectors are re-opened, Californians may leave their homes to work at, patronize, or otherwise engage with those businesses, establishments, or activities and must, when they do so, continue at all times to practice physical distancing, minimize their time outside of the home, and wash their hands frequently. To prevent further spread of COVID-19 to and within other jurisdictions within the State, Californians should not travel significant distances and should stay close to home. My March 19, 2020, Order otherwise remains in full effect.

4. The California Department of Public Health has set forth criteria to help local health officers assess the capacity of their local health jurisdictions to move through Stage 2. Local health jurisdictions that meet the criteria and follow the process set forth <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID-19-County-Variance-Attestation-Memo.aspx> will be permitted to move through Stage 2 more quickly than the State as a whole and reopen additional low-risk businesses before the rest of the state, if they choose to do so. A list of the sectors, businesses, establishments, or activities, and any necessary modifications, that such a qualifying jurisdiction may choose to reopen will be available at <https://covid19.ca.gov/roadmap-counties/>, and may be expanded if I deem it to be in the interest of public health and safety.

Pursuant to the authority under EO N-60-20, and Health and Safety Code sections 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this Order is to go into effect immediately and shall stay in effect until further notice.

This Order is being issued to protect the public health of Californians as we move as expeditiously to minimize risk to the extent possible throughout the Stages of the Pandemic Resilience Roadmap.



Sonia Y Angell, MD, MPH
State Public Health Officer & Director
California Department of Public Health

Exhibit “7”

Exhibit “7”



SAFER AT HOME ORDER FOR CONTROL OF COVID-19

CONTINUATION OF SAFER AT HOME ORDER THAT BEGINS TO MOVE THE COUNTY OF LOS ANGELES INTO STAGE 2 OF COUNTY'S ROADMAP TO RECOVERY

Revised Order Issued: May 13, 2020

**Please read this Order carefully. Violation of or failure to comply
with this Order is a crime punishable by fine, imprisonment, or both.
(California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)**

SUMMARY OF THE ORDER: This County of Los Angeles Health Officer Order (Order) amends and supersedes all prior orders and addenda of the County of Los Angeles Health Officer (Health Officer) issued on March 16, 19, 21, 27, 31, April 10, May 3 and 8, 2020 (Prior Orders). This Order is issued to comply with State Executive Order N-33-20 issued by Governor Gavin Newsom, wherein the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as well as subsequent State Executive Orders including but not limited to N-60-20.

Existing community transmission of the Novel Coronavirus Disease (COVID-19) in Los Angeles County (County) continues to present a substantial and significant risk of harm to residents' health. Evidence suggests that the restrictions and requirements imposed by the Health Officer's Prior Orders have slowed the rate of increase of COVID-19 community transmission and related hospitalizations by severely limiting person-to-person interactions. This Order is a limited and measured step to partially move the County of Los Angeles into Stage 2 of its *Roadmap To Recovery: A Phased Approach to Reopening Safely in Los Angeles County*, while keeping a low incidence of person-to-person contact and ensuring continued Social (Physical) Distancing and adherence to other infection control protocols.

This Order continues to require that specific higher-risk businesses remain closed. This Order allows Lower-Risk Retail Businesses to reopen for curbside, doorside, or other outdoor or outside pickup, or via delivery only. As a precondition to reopening, these Lower-Risk Retail Businesses must implement the County's Reopening Protocol for Retail Establishments prior to reopening. This Order, further, conditionally reopens the public beaches for certain types of active recreation, and conditionally reopens additional recreational opportunities.

This Order allows persons to engage in Essential Activities, as defined by the Order, but requires persons to at all times, practice Social (Physical) Distancing while out in public, to lower the risks of person-to-person contact for themselves and others.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all unincorporated areas and cities within the County of Los Angeles with the exception of the cities of Long Beach and Pasadena. This Order is effective immediately and will continue until further notice.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Orders. In light of the progress achieved in slowing the spread of COVID-19 in the County, this Order allows the conditional reopening of specific retail and other Lower-Risk Businesses. This limited and measured step is intended to move the County into Stage 2 of its *Roadmap To Recovery: A Phased Approach to Reopening Safely in Los Angeles County*, while keeping a low incidence of person-to-person contact and ensuring continued Social (Physical) Distancing and adherence to other infection control protocols as provided below. The Health Officer will assess the activities allowed by this Order on an ongoing basis and determine whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
2. Although this Order permits some activities and business operations to resume, physical distancing remains the best tool available for people to avoid being exposed to the virus. As such, this Order's intent is to continue to ensure that County residents remain in their residences as much as possible, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
3. All persons living within the County of Los Angeles Public Health Jurisdiction are to remain in their residences, except that they may leave for the following purposes: for Essential Activities, as defined in Paragraph 15; for Essential Government Functions, as defined in Paragraph 5; to work at, provide services to, or obtain treatment from Healthcare Operations, as defined in Paragraph 16; to work at or visit Essential Businesses, as defined in Paragraph 18; to work at or provide services to Essential Infrastructure, as defined in Paragraph 17; to work at or visit Lower-Risk Businesses, as defined in Paragraph 9; or to perform Minimum Basic Operations, as defined in Paragraph 21, for businesses whose on-site operations must remain temporarily closed. Persons experiencing homelessness are exempt from this requirement but are strongly urged to obtain shelter and abide by Social (Physical) Distancing requirements.
 - a) Nothing in this Order prohibits members of a single household or living unit from engaging in permitted activities together. But gatherings of people who are *not* part of a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order.
 - b) People leaving their residences for the limited purposes allowed by this Order must strictly comply with the Social (Physical) Distancing requirements stated in

this Order or specified in guidance or protocols established by the County of Los Angeles Department of Public Health; this includes wearing a cloth face covering whenever there is or can be contact with others who are non-household members in both public and private places.

- c) In the event of a conflict between the Social (Physical) Distancing requirements stated in this Order and Department of Public Health guidance or protocols, the more specific requirements shall control.
4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences. People in these categories should leave their residences only when necessary to seek medical care or obtain food or other necessities. Public Health strongly recommends that employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health conditions.
5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
- a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responder; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
 - b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
 - c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
 - d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing, to the extent possible.
6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.



7. The Health Officer orders the continued closure of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
 - a) Bars and nightclubs that do not serve food and the portions of wineries, breweries and taprooms that provide tastings;
 - b) Gyms and fitness centers;
 - c) Movie theaters, drive-in theaters, live performance theaters, concert halls and venues, stadiums, arenas, gaming facilities, theme parks, and festivals;
 - d) Bowling alleys and arcades;
 - e) Public piers, public beach parking lots, and bicycle paths that traverse the sand;
 - f) Personal grooming establishments (barbers, hair salons, nail salons);
 - g) Massage or body art establishments;
 - h) Indoor and outdoor playgrounds for children, except those located within a childcare center;
 - i) Community centers, including public pools, and pools, hot tubs, and saunas that are in a multi-unit residence or part of a Homeowners' Association;
 - j) Indoor and outdoor flea markets and swap meets;
 - k) Indoor museums, indoor or outdoor children museums, gallery spaces, zoos, and libraries;
 - l) Indoor malls and indoor shopping centers, including all stores and vendors located therein, regardless of whether they are an Essential or a Lower-Risk Business. As an exception, Essential or Lower-Risk Retail Businesses that are part of an Indoor Mall or Shopping Center, but that are normally accessible by the public from the exterior of the Indoor Mall or Shopping Center may operate. For purposes of this Order, Indoor Mall or Shopping Center is defined as: A building with seven (7) or more sales or retail establishments with adjoining indoor space.
 - m) All events and gatherings, unless specifically allowed by this Order.
8. All Essential Businesses may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol defined in Paragraph 20 and attached to this Order as Appendix A. An Essential Business' owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the Essential Business meets all other requirements of the Social (Physical) Distancing Protocol.



9. Lower-Risk Businesses are businesses not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. In general, Lower-Risk Businesses may not reopen at this time. There are, however, two categories of Lower-Risk Businesses that may reopen under this Order: (1) retailers that are not located within an Indoor Mall or Shopping Center ("Lower-Risk Retail Businesses"), and (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses. These two categories of Lower-Risk Businesses may reopen subject to the following conditions:
- a) All Lower-Risk Retail Businesses that sell goods and services to the public may only provide these goods and services to the public via curbside, doorside, or other outdoor or outside pickup, or via delivery. Members of the public are not permitted inside a retail Lower-Risk Retail Business.
 - b) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Retail Establishments, attached to this Order as Appendix B.
 - c) For any non-retail Lower-Risk Business that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as Appendix C.

REASONS FOR THE ORDER

10. This Order is based upon the following determinations: evidence of continued and significant community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.
11. Existing community transmission of COVID-19 in Los Angeles County continues to present a substantial and significant risk of harm to residents' health. There is still no vaccine available yet to protect against COVID-19, and no treatment for it. As of May 13, 2020, there have been at least 34,428 cases of COVID-19 and 1,654 deaths reported in Los Angeles County. There remains a strong likelihood of a significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can survive for hours or even days on surfaces and can be indirectly transmitted

between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.

12. Evidence suggests that the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Although the hospitals within the County are seeing increased numbers of COVID-19 patients, including patients with severe illness, the hospitals have not become overwhelmed or exceeded capacity. However, because there is not yet a vaccine or proven therapeutic drug, the public health emergency and attendant risks to the public's health by COVID-19 still predominate.
13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. Progress on some of these COVID-19 Indicators – specifically related to hospital utilization and capacity – makes it appropriate, at this time, to ease certain restrictions imposed by the Prior Orders. But the prevalence of the virus that causes COVID-19 requires other restrictions to continue. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
14. The Health Officer will continue monitoring COVID-19 Indicators to determine when the County is ready to move to Stage Three of its Roadmap to Recovery. Those Indicators include, but are not limited to:
 - a) The trend of the number of new COVID-19 cases, hospitalization rates, and death rates.
 - b) The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.
 - c) The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.
 - d) The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
 - e) The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.



DEFINITIONS AND EXEMPTIONS

15. For purposes of this Order, individuals may leave their home residence to perform the following Essential Activities:

- a) To engage in activities or perform tasks important to their health and safety, or to the health and safety of their family or household members (including pets), such as, visiting a health or veterinary care professional or obtaining medical supplies or medication;
- b) To obtain necessary services and supplies for their family or household members, or to deliver the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
- c) To perform work for, to access an Essential Business or Lower-Risk Business, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
- d) To obtain or access services from Essential Governmental Functions, such as, access to court, social and administrative services, or complying with an order of law enforcement or court;
- e) To care for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- f) To obtain in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- g) Staff of organizations or associations, including faith-based organizations, may gather in a single space for the sole purpose of preparing and facilitating live-stream or other virtual communications with their members, including worship services, provided that the staff gathering is limited to 10 people or fewer and the Social (Physical) Distancing Protocol provide in Paragraph 20 and attached to this Order as Appendix A is observed.
- h) Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and subject to the following limitations:
 - i. Outdoor recreation activity at parks, trails, and beaches, and other open spaces must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
 - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks, must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.



- iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
16. Individuals may leave their residence to work for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined. Healthcare Operations does not include fitness and exercise gyms. In working for, volunteering at, or obtaining services from Healthcare Operations, individuals must comply with the specific Social (Physical) Distancing requirements and infection control guidance for that clinical or non-clinical setting.
17. Individuals may leave their residence to provide any service or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.
18. For purposes of this Order, Essential Businesses are:
- a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
 - b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;



- c) Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d) Newspapers, television news, radio, magazine, podcast and journalism activities. This includes taped, digitally recorded or online-streamed content of any sort that is produced by a single individual or household in a residence without the physical presence of individuals other than the single individual or members of the household.
- e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f) Banks, credit unions, financial institutions and insurance companies;
- g) Hardware stores, nurseries; building supply stores;
- h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i) Businesses providing mailing and shipping services, including post office boxes;
- j) Educational institutions (including public and private K-12 schools, colleges, and universities) for purposes of facilitating distance learning, providing meals for pick-up, or performing Minimum Basic Operations, provided that Social (Physical) Distancing is practiced;
- k) Laundromats, dry cleaners, and laundry service providers;
- l) Restaurants and other food facilities that prepare and serve food, but only for delivery, drive thru or carry out. Indoor and outdoor table dining is not permitted. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m) Businesses that supply office or computer products needed by people who work from home;
- n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;

- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
- q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
- r) Home-based care for seniors, adults, disabled persons, or children;
- s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
- u) Childcare facilities providing services that enable people to work as permitted in this Order. To the extent possible, childcare facilities must operate under the following conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
- v) Hotels, motels, shared rental units and similar facilities;
- w) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction; and
- x) Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings.

19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6)-feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face-covering when in contact with others who do not live in the same household or living unit; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.



20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:

- a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
- b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
- c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g. cashiers). Restrooms normally open to the public shall remain open to the public.
- d) Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
- e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.
- f) Providing cloth-face coverings to employees and contracted workers whose duties require close contact (within 6 feet for 10 minutes or more) with other employees and/or the public.
- g) Requiring that members of the public who enter the facility wear a face-covering during their time in the facility.
- h) Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at www.publichealth.lacounty.gov/media/Coronavirus/

ADDITIONAL TERMS

21. Operators of businesses that are required to cease in-person operations may travel to those businesses for purposes of Minimum Basic Operations, which means:

- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
- b) The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.



22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
25. This Order is issued in light of the March 19, 2020 Order of the State Public Health Officer, (the "State Shelter Order") which set the baseline statewide restrictions on non-residential business activities, effective until further notice, as well as the Governor's March 19, 2020 Executive Order N-33-20 and the May 4, 2020 Executive Order N-60-20 directing California residents to follow the State Shelter Order. This Order adopts in certain respects more stringent restrictions addressing the particular facts and circumstances in the County of Los Angeles Public Health Jurisdiction, which are necessary to control the public health emergency as it is evolving. Without this tailored set of restrictions to further reduce the number of interactions between persons, scientific evidence indicates that the public health crisis will worsen to the point at which it may overtake available healthcare resources within the County and increase the death rate.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**

15A.App.3409



26. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the Local Health Officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
28. This Order shall become effective immediately on May 13, 2020 and will continue to be until it is extended, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:

A handwritten signature in blue ink, appearing to read 'Muntu Davis'.

Muntu Davis, M.D., M.P.H.

Health Officer,
County of Los Angeles

A handwritten date in blue ink, 'May 13, 2020'.

Date

15A.App.3409

Exhibit “8”

Exhibit “8”

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Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL LIST OF WITNESSES AND
 PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a)**

COMES NOW Claimant SHAWN BIDSAL, an individual ("***Bidsal***"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and produces his First Supplemental List of Witnesses and Production of Documents pursuant to JAMS Rule 17(a), as follows (new items are in **bold**):

I.

LIST OF WITNESSES

1. Claimant Shawn Bidsal
 c/o SMITH & SHAPIRO, PLLC
 3333 E. Serene Ave., Ste. 130
 Henderson, NV 89074

Mr. Bidsal is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

\\

2. PMK for Respondent CLA Properties, LLC
 c/o LAW OFFICES OF RODNEY T. LEWIN, APC
 8665 Wilshire Blvd., Suite 120
 Beverly Hills, CA 90211

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

3. Benjamin Golshani
 c/o LAW OFFICES OF RODNEY T. LEWIN, APC
 8665 Wilshire Blvd., Suite 120
 Beverly Hills, CA 90211

Mr. Golshani is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

4. Moosa Haimof
 15300 Ventura Blvd., Suite 218
 Los Angeles, CA 91403

Mr. Haimof is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

5. PMK for Clifton, Larson, Allen
 10845 Griffith Peak Dr., Ste 550
 Las Vegas, NV 89135

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

6. Jim Main
 10845 Griffith Peak Dr., Ste 550
 Las Vegas, NV 89135

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

7. David G. LeGrand
 3900 S. Hualapai Way, #128
 Las Vegas, NV 89147

David LeGrand is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

8. Jeff Chain
 3900 S. Hualapai, Suite 200
 Las Vegas, NV 89147

Mr. Chain is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

9. Claimant reserves the right to supplement its List of Witness as discovery continues and to call any and all witness identified by any other party.

II.

LIST OF DOCUMENTS PRODUCED

1. David LeGrand's file (DL0001-615)
2. David LeGrand's Deposition Transcript (DL0616-1288)
3. Operating Agreement, dated June 15, 2011 (BIDSAL00001-28).
4. Letter from Bidsal (via Shapiro) to CLA Properties, dated July 7, 2017 (BIDSAL00029).
5. Letter from CLA Properties to Bidsal, dated August 3, 2017 (BIDSAL00030).
6. Letter from Bidsal (via Shapiro) to CLA Properties (via Golshani), dated August 5, 2017 (BIDSAL00031).
7. Letter from CLA Properties (via Lewin) to Shapiro, dated August 28, 2017 (BIDSAL00032-35).
8. Letter from Shapiro to Lewin, dated August 31, 2017 (BIDSAL00036).
9. Operating Agreement for Mission Square, LLC, dated May 26, 2013 (BIDSAL000037-63).
10. Email from David LeGrand to Ben and Shawn, dated August 18, 2011 with attachments (BIDSAL000064-122).
11. Email from David LeGrand to Shawn and Ben, dated May 14, 2013 (BIDSAL000123).
12. Email from David LeGrand to Shawn and Ben and response from Ben, dated May 19, 2013 (BIDSAL000124).
13. Email from David LeGrand to Shawn and Ben and response from Ben, dated May 20, 2013 (BIDSAL000125).
14. Email from David LeGrand to Ben and Shawn, dated June 5, 2013 (BIDSAL000126).
15. Email from David LeGrand to Ben and Shawn, dated June 19, 2013, with attachments (BIDSAL000127-184).
16. Email from Shawn to Ben and response from Shawn, dated October 2, 2013, with attachments (BIDSAL000185-243).
17. Declaration of Petra Latch (BIDSAL000244-478).

18. Email from Jeff Chain to Shawn, dated June 13, 2011 (BIDSAL000479-81).
19. Email from Jeff Chain to Shawn, dated June 17, 2011, with Operating Agreement (BIDSAL000482-506).
20. Email exchange between Brenda Burns and Shawn, dated August 3, 2012 (BIDSAL000536).
21. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012 (BIDSAL000537-38).
22. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012, with Real Estate Sales Agreement attached (BIDSAL000539-61)
23. Emails between Shawn, Ben, Brenda Burns, dated September 5, 2012 to October 31, 2012 (BIDSAL000562-66).
24. Emails between Danielle Steffen, Shawn, Brenda Burns, Amy Ogden, Shamile Touche, dated June 26, 2015 to June 29, 2015 (BIDSAL000567-71).
25. Email between David LeGrand, Benjamin Golshani and Shawn Bidsal, dated November 10, 2011. (BIDSAL000572-74).
26. Snapshot of emails. (BIDSAL000575).
27. Email between Jeff Chain and Shawn Bidsal, dated October 14, 2011 with attachments (BIDSAL000576-585).
28. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated January 10, 2012 with attachments (BIDSAL000586-8).
29. Email between Jeff Chain and Shawn Bidsal, dated January 10, 2012 with attachments (BIDSAL000589-91).
30. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000592-4).
31. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000595-7).
32. Email between Benjamin Golshani and Shawn Bidsal, dated April 22, 2012 with attachments (BIDSAL000598-608).

33. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated July 18, 2012 with attachments (BIDSAL000609-14).
34. Email between Jeff Chain and Shawn Bidsal, dated August 11, 2012 with attachments (BIDSAL000615-19).
35. Email between Jeff Chain and Shawn Bidsal, dated August 13, 2012 with attachments (BIDSAL000620-33).
36. Email between Jeff Chain and Shawn Bidsal, dated September 13, 2012 with attachments (BIDSAL000634-6).
37. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated October 30, 2012 with attachments (BIDSAL000637-42).
38. Snapshot of emails. (BIDSAL000643-44).
39. Grant, Bargain, and Sale Deed recorded September 22, 2011 (BIDSAL000645-648).
40. Broker Opinions of Value (BIDSAL000649-654).
41. Affidavit of Benjamin Golshani dated January 31, 2020. (BIDSAL000655-667)
42. Moosa Haimof Deposition Transcript (BIDSAL000668-1141)
43. **Photos of Green Valley Commerce, LLC's ("GVC") Properties (BIDSAL001142-1275)**
44. **GVC IRS K-1 Forms from 2011 through 2018 (BIDSAL001276-1291)**
45. **AIR CRE Broker Inventory Print-out dated May 21, 2020 (BIDSAL001292)**
46. **AIR CRE Green Valley Broker Inventory Print-out dated May 21, 2020 (BIDSAL001293-1294)**
47. **AIR CRE Green Valley Listing Print-out dated May 14, 2020 (BIDSAL001295-1298)**
48. **Green Valley Commerce Center Brochure (BIDSAL001299-1302)**
49. **Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001303-1307)**
50. **Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001308-1312)**

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51. **Green Valley Commerce Center Floor Plans (BIDSAL001313-1317)**
52. **Green Valley Commerce Center and Greenway Real NEX Print-out (BIDSAL001318-1319)**
53. **Green Valley Co-Star Print-out dated May 26, 2020 (BIDSAL001320-1324)**
54. **Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001325-1328)**
55. **Greenway Park Plaza Brochure (BIDSAL001329-1333)**
56. **Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001334-1338)**
57. **Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001339-1343)**
58. **Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL1344-1348)**
59. **Green Valley Commerce Center Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Green Valley Commerce Center dated March 16, 2012 (BIDSAL001349-1428)**
60. **Green Valley Commerce Center Deed in Lieu Agreement dated September 22, 2011 (BIDSAL001429-1446)**
61. **Green Valley Commerce Center Grant, Bargain and Sale Deed dated September 22, 2011 (BIDSAL001447-1450)**
62. **Green Valley Commerce Center Settlement Statement dated September 22, 2011 (BIDSAL001451)**
63. **Green Valley Commerce Center Building C Equity Balance Computation dated April 22, 2013 (BIDSAL001452-1454)**
64. **Green Valley Commerce Center Building C Grant, Bargain, Sale Deed dated September 10, 2012 (BIDSAL001455-1460)**
65. **Green Valley Commerce Center Building C Seller's Closing Statement-Final dated September 10, 2012 (BIDSAL001461-1462)**

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66. **Greenway Park Plaza Final Settlement Statement dated March 13, 2013 (BIDSAL001463)**
67. **Green Valley Commerce Center Building E Equity Balance Computation dated November 17, 2014 (BIDSAL001464-1466)**
68. **Green Valley Commerce Center Building E Grant, Bargain, Sale Deed dated November 13, 2014 (BIDSAL001467-1474)**
69. **Green Valley Commerce Center Building E Seller's Closing Statement - Final dated November 13, 2014 (BIDSAL001475)**
70. **Green Valley Commerce Center Building B Equity Balance Computation dated August 28, 2015 (BIDSAL001476-1478)**
71. **Green Valley Commerce Center Building B Grant, Bargain, Sale Deed dated August 28, 2015 (BIDSAL001479-1484)**
72. **Green Valley Commerce Center Building B Seller's Settlement Statement dated August 31, 2015 (BIDSAL001485)**
73. **Green Valley Commerce, LLC, IRS Form 7004, Application for Extension for 2018 (BIDSAL001486)**
74. **Green Valley Commerce, LLC, AZ Form 165, 2018 Tax Return Filing Instructions (BIDSAL001487-1498)**
75. **Green Valley Commerce, LLC, IRS Form 8879-PE e-file Signature Authorization for 2018 (BIDSAL001499)**
76. **Green Valley Commerce, LLC, IRS Form 1065, U.S. Return of Partnership Income for 2018 (BIDSAL001500-1518)**
77. **Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to CLA Properties, LLC for 2018 (BIDSAL001519-1528)**
78. **Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to Shawn Bidsal for 2018 (BIDSAL001529-1538)**
79. **Green Valley Commerce, LLC, Listing Agreement for Lease – Cushman & Wakefield, dated May 13, 2019 (BIDSAL001539-1541)**

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80. Green Valley Commerce, LLC, Invoice #965 to Rock LLC, dated January 18, 2019 (BIDSAL001544)
81. Green Valley Commerce, LLC, Invoices and Payments for Repairs, various dates (BIDSAL001545-1557)
82. Green Valley Commerce, LLC, Landscape Maintenance Invoices and Payments, various dates (BIDSAL001558-1562)
83. Green Valley Commerce, LLC, Roof Repair Invoice and Payment, dated March 27, 2019 (BIDSAL001563-1568)
84. Green Valley Commerce, LLC, Roof Replacement Estimate and Payment, dated February 22, 2019 (BIDSAL001569-1573)
85. Green Valley Commerce, LLC, Leases and Lease Amendments, various dates (BIDSAL001573-2235)
86. Greenway Park Plaza, Leases and Lease Amendments, various dates (BIDSAL002236-2692)
87. Green Valley Commerce, LLC, Vendor Invoices and Payments, various dates (BIDSAL002693-3096)
88. Greenway Park Plaza, Vendor Invoices and Payments, various dates (BIDSAL003097-3441)
89. Emails between Bidsal and CLA Properties, LLC and/or Benjamin Golshani, various dates (BIDSAL003442-3447)
90. Green Valley Commerce, LLC Profit and Loss Statement, 2017 (BIDSAL003448-3449)
91. Green Valley Commerce, LLC Profit and Loss Statement, 2018 (BIDSAL003450-3451)
92. Green Valley Commerce, LLC Profit and Loss Statement, 2019 (BIDSAL003452-3453)
93. Green Valley Commerce, LLC, Bank Statements, 2017 (BIDSAL003454-3475)
94. Green Valley Commerce, LLC, Bank Statements, 2018 (BIDSAL003476-3499)

95. **Green Valley Commerce, LLC, Bank Statements, 2019 (BIDSAL003500-3523)**
96. **Greenway Park Plaza, Bank Statements, 2017 (BIDSAL003524-3544)**
97. **Greenway Park Plaza, Bank Statements, 2018 (BIDSAL003545-3568)**
98. **Greenway Park Plaza, Bank Statements, 2019 (BIDSAL003569-3592)**
99. **Greenway Park Plaza, Payments to Waste Management of Arizona, various dates (BIDSAL003593-3607)**

DATED this 22nd day of June, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
 James E. Shapiro, Esq.
 Aimee M. Cannon, Esq.
 3333 E. Serene Ave., Suite 130
 Henderson, NV 89074
 Attorneys for Claimant, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a)**, by emailing a copy of the same, with Exhibits, to:

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

/s/ James E. Shapiro
 Smith & Shapiro, PLLC

Exhibit “9”

Exhibit “9”

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
SMITH & SHAPIRO, PLLC
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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.)

CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF REQUESTS FOR ADMISSIONS 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 Responses to the Respondent CLA's First Set of Requests for Admissions to Shawn Bidsal as follows:

REQUEST NUMBER 1: Admit that unless the Judgment affirming the April 5, 2019 Award in JAMS Arbitration 1260004569 is reversed on appeal, CLA Properties, LLC ("CLA") shall be entitled to purchase Shawn Bidsal's membership interest in Green Valley Commerce, LLC for a gross price (before offsets, if any) based on the following formula: "(FMV – COP) x 0.5 + capital contributions of the Offering Member(s) at the time of purchasing the property minus prorated liabilities" and with (a)

FMV being \$5,000,000.00, (b) COP being \$4,049,290, (c) capital contributions of the Offering Member(s) at the time of purchasing the property being \$1,250,000, and (d) prorated liabilities being zero.

ANSWER: Bidsal objects to this request as vague, requiring speculation and a mischaracterization of evidence as the terms “FMV” and “COP” are defined terms in the Green Valley Commerce, LLC operating agreement are not as defined in Request Number 1 above. Without waiving said objections Bidsal denies this request in its entirety.

Dated this 22nd day of June, 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

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL’S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC’S FIRST SET OF REQUESTS FOR ADMISSIONS TO SHAWN BIDSAL**, by emailing a copy of the same, to:

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

/s/ James E. Shapiro
Smith & Shapiro, PLLC

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Aimee M. Cannon, Esq.
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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.)

CLAIMANT SHAWN BIDSAL'S 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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ANSWER: 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. Further, Bidsal is currently unable to calculate the PURCHASE PRICE due to a lack of information, which is caused both by the restrictions imposed by the COVID-19 inhibiting and preventing access to the needed records and/or the fact that all of the necessary information has not been obtained through discovery. Finally, the proper calculation of the PURCHASE PRICE can only be determined once the effective date of the transfer is identified. Because the effective date of the transfer has not yet been identified, it is impossible to calculate the PURCHASE PRICE. 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.

ANSWER: 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. Further, Bidsal is currently unable to calculate the PURCHASE PRICE due to a lack of information, which is caused both by the restrictions imposed by the COVID-19 inhibiting and preventing access to the needed records and/or the fact that all of the necessary information has not been obtained through discovery. Finally, the proper calculation of the PURCHASE PRICE can only be determined once the effective date of the transfer is identified. Because the effective date of the transfer has not yet been identified, it is impossible to calculate the PURCHASE PRICE. Bidsal reserves the right to supplement his response to this Interrogatories as discovery progresses and as additional information is made available.

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.

ANSWER: Bidsal objects to this Interrogatory as calling for speculation. Bidsal further objects to this interrogatory as the term “contend” is vague and undefined. Without waiving said objection, see Bidsal’s Response to Interrogatory No. 1, which is incorporated herein by this reference. As the purpose of the arbitration is to ascertain the PURCHASE PRICE, identification of documents that may or may not be necessary to support such a calculation would be premature and speculative. Once the COVID-19 restrictions are lifted, Bidsal will be able to access the necessary information and documents and will supplement his disclosures to provide the same.

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

ANSWER: 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.

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

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

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

9 **ANSWER:** Bidsal objects to this interrogatory as irrelevant, not proportional to the needs of the
 10 case, and not reasonably calculated to lead to the discovery of admissible evidence. Bidsal has been
 11 rendering services to GVC since before its inception in May 2011. This interrogatory is seeking **every**
 12 document and communication related to over nine years of services rendered, which is extremely over
 13 broad and unduly burdensome. Additionally, due to the COVID-19 restrictions currently in place,
 14 Bidsal access to the documents which would be responsive to this interrogatory has been severely
 15 limited and/or temporarily terminated. Without waiving said objection, once the COVID-19
 16 restrictions are lifted, Bidsal will provide a reasonably response to CLA's unreasonable interrogatory.

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

20 **ANSWER:** Bidsal objects to this Interrogatory as calling for speculation. Without waiving said
 21 objection, Bidsal contends that the calculation and accounting of services rendered is currently a subject
 22 of the present arbitration which was brought to ascertain said accounting, thus any such speculation,
 23 prior to a decision by the arbitrator would be premature and conjectural. Further, the total compensation
 24 will depend on the effective date of the transfer, which has not yet been established. Finally, due to the
 25 COVID-19 restrictions currently in place, Bidsal access to the documents and information which would
 26 be responsive to this interrogatory has been severely limited and/or temporarily terminated. Without
 27 waiving said objection, once the COVID-19 restrictions are lifted, Bidsal will provide a responsive to
 28 this interrogatory.

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

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.

ANSWER: 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 property and then subsequently subdivided the property into nine separate properties. GVC then sold three out of nine total properties, and purchased one additional property. These divisions, sales, and purchases left GVC, in the summer of 2017 as well as today, owning seven different properties, 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,

formula must take into account the fact that when two of the nine properties were sold, GVC issued return of capital payments / cost of purchase to its members.

(c) Due to the COVID-19 restrictions, Bidsal is unable to verify the capital account balances, which must take into account events which occurred after the properties were originally purchased.

(d) 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.

ANSWER: 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 of each member’s capital accounts, proper calculation of the purchase price, and proper accounting of services each member provided to the company.

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.

ANSWER: Bidsal objects to this interrogatory as the term “contend” is vague and undefined. Without waiving said objection, 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, to include September 6, 2017. Due to the COVID-19 restrictions currently in place, Bidsal access to the documents which would be responsive to this interrogatory has been severely limited and/or temporarily terminated. Without waiving said objection, once the COVID-19 restrictions are lifted and Bidsal is able to access the information and documents to identify the actual response to this Interrogatory, Bidsal will provide a more detailed response.

\\

1 Dated this 22nd day of June, 2020.

2 SMITH & SHAPIRO, PLLC

3
4 /s/ James E. Shapiro

5 James E. Shapiro, Esq.
6 Nevada Bar No. 7907
7 Aimee M. Cannon, Esq.
8 Nevada Bar No. 11780
9 3333 E. Serene Ave., Suite 130
10 Henderson, Nevada 89074
11 Attorneys for Claimant, Shawn Bidsal

12 **VERIFICATION**

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

19 
20 _____
21 Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S 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.	<u>LGarfinkel@lgealaw.com</u>	Attorney for CLA
Rodney T Lewin, Esq.	<u>rod@rtlewin.com</u>	Attorney for CLA
Douglas D. Gerrard, Esq.	<u>dgerrard@gerrard-cox.com</u>	Attorney for Bidsal

/s/ James E. Shapiro
Smith & Shapiro, PLLC

SMITH & SHAPIRO, PLLC

3333 E. Serene Ave., Suite 130

Henderson, NV 89074

O:(702)318-5033 F:(702)318-5034

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

Douglas D. Gerrard, Esq.
GERRARD COX LARSEN
2450 St. Rose Pkwy., Suite 200
Henderson, Nevada 89074
O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIDSAL, an individual

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES,
LLC'S FIRST 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 First Set of Requests for Production of Documents to Shawn Bidsal as follows:

REQUEST NUMBER 1: Produce each DOCUMENT that is described in your responses to the
Interrogatories served concurrently herewith or which would have been so described but for your failure
to fully answer the Interrogatories should you fail fully to answer the Interrogatories.

\\

\\

ANSWER: Bidsal objects that this request as unduly burdensome. Each member of Green Valley Commerce, LLC ("GVC") has access to and has been provided all documents responsive to this request. Without waiving said objection, *see* Bidsal's initial disclosures and all supplements thereto. Please note that due to the COVID-19 restrictions, Bidsal access to the necessary documents is extremely limited. As the COVID-19 restrictions are lifted, Bidsal may produce additional documents relevant to this case.

REQUEST NUMBER 2: Produce each DOCUMENT which REFLECTS or RELATES TO the contracting for, or making of, any repairs or maintenance to the real properties owned by Green Valley Commerce, LLC during the time period from January 1, 2015 through the date of your responses to these request [sic] for production of documents, including without limitation all bids, estimates, invoices, photographs, and COMMUNICATIONS RELATING TO such repairs or maintenance.

ANSWER: *See* Bidsal's objection and response to Request Number 1, which are incorporated herein by this reference. Bidsal further objects to this request as overbroad, unduly burdensome, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of relevant evidence. Without waiving said objections, *see* Claimant's First Supplemental List of Witnesses and Production of Documents Pursuant to JAMS Rule 17(a), served concurrently herewith at BIDSAL001142-1275, 1545-1573, 2693-3441 and 3593-3607. Bidsal asserts this is not a comprehensive list but is reasonably responsive to CLA's unreasonable request. Please note that due to the COVID-19 restrictions, Bidsal access to the necessary documents is extremely limited. As the COVID-19 restrictions are lifted, Bidsal may produce additional documents relevant to this request.

REQUEST NUMBER 3: Produce each DOCUMENT which REFLECTS a COMMUNICATION between you and Ben Golshani RELATING TO the payment of compensation for managing Green Valley Commerce LLC or any of its real properties.

ANSWER: *See* Bidsal's objection and response to Request Number 1, which are incorporated herein by this reference. Bidsal further objects to this request as overbroad, unduly burdensome, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of relevant evidence. Without waiving said objections, please note that due to the COVID-19 restrictions, Bidsal

access to the necessary documents is extremely limited. As the COVID-19 restrictions are lifted, Bidsal may produce additional documents relevant to this request.

REQUEST NUMBER 4: Produce all DOCUMENTS that REFLECT or support your response to Interrogatory Number 10 served concurrently herewith.

ANSWER: See Bidsal's objection and response to Request Number 1, which are incorporated herein by this reference.

REQUEST NUMBER 5: Produce each DOCUMENT that RELECTS efforts by YOU or anyone else to market or lease any of the properties, or any part thereof, owned by Green Valley Commerce, LLC during the time period from January 1, 2015 to May 11, 2020

ANSWER: See Bidsal's objection and response to Request Number 1, which are incorporated herein by this reference. Bidsal further objects to this request as overbroad, unduly burdensome, not proportional to the needs of the case, and not reasonably calculated to lead to the discovery of relevant evidence. Without waiving said objections, see Claimant's First Supplemental List of Witnesses and Production of Documents Pursuant to JAMS Rule 17(a), served concurrently herewith at BIDSAL001142-1275, 1292-1348, 1539-1541, and 1573-2692. Bidsal asserts this is not a comprehensive list but is reasonably responsive to CLA's unreasonable request. Please note that due to the COVID-19 restrictions, Bidsal access to the necessary documents is extremely limited. As the COVID-19 restrictions are lifted, Bidsal may produce additional documents relevant to this request.

Dated this 22nd day of June, 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

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 22nd day of June, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S RESPONSES TO RESPONDENT CLA PROPERTIES, LLC'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS UPON CLAIMANT SHAW BIDSAL**, by emailing a copy of the same, to:

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

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

Exhibit “10”

Exhibit “10”



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

**Statewide Public Health Officer Order,
July 13, 2020**

On March 19, 2020, I issued an [order](#) directing all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors. I then set out California's path forward from this "Stay-at-Home" Order in California's [Pandemic Resilience Roadmap](#). On May 7th, I [announced](#) that statewide data supported the gradual movement of the entire state into Stage 2 of the Pandemic Resilience Roadmap. On May 8th, the Governor outlined a process where counties that met specific criteria could move more quickly than other parts of the state through Stage 2 of modifying the Stay-at-Home order, including certain businesses deemed higher risk.

The statewide data has since demonstrated a significant increase in the spread of COVID-19, resulting in public health conditions that demand measures responsive to those conditions be put into place with haste. On June 28, 2020, the California Department of Public Health (CDPH) issued [guidance](#) setting forth the need to close bars and similar establishments in counties that – due to concerning levels of disease transmission, hospitalizations, or insufficient testing – had been on the County Monitoring List, which includes counties that show concerning levels of disease transmission, hospitalizations, insufficient testing, or other critical epidemiological markers, for 14 days. On July 1, 2020, CDPH issued [guidance](#) specific to counties on the County Monitoring List for three consecutive days, requiring closure of the indoor operations of various sectors, including restaurants, wineries, and certain entertainment venues, as well as all bars indoor and outdoor. Based on my judgment as the State Public Health Officer, it is now necessary to take these steps statewide, to take additional steps for counties on the County Monitoring List, and to continue to monitor and modify the process of reopening.

The current data reflect that community spread of infection is of increasing concern across the state. On July 1, 2020, there were 19 counties on the County Monitoring List. As of July 13, 2020, there are 32 counties on the list, and additional counties may soon be added as data warrants. In addition to the impact on the general population, community spread increases the likelihood of expanded transmission of COVID-19 in congregate settings such as nursing homes, homeless shelters, jails and prisons. Infection of these vulnerable populations in these settings can be catastrophic. Higher



levels of community spread also increase the likelihood of infection among individuals at high risk of serious outcomes from COVID-19, including the elderly and those with underlying health conditions who might live or otherwise interact with an infected individual.

The Pandemic Resilience Roadmap classifies bars, pubs, breweries, brewpubs, dine-in restaurants, wineries and tasting rooms, family entertainment centers, zoos, museums, and cardrooms as Stage 2 or Stage 3 sectors with high risk of transmission due to a number of features of the businesses and the behaviors that occur within them. Public health studies have shown that the risk of transmission is exacerbated in indoor spaces, particularly when lacking appropriate ventilation. These sectors are settings where groups convene and may mix with others for a prolonged period of time, increasing the risk of escalating the transmission rate of COVID-19. While physical distancing is critical to mitigating exposure, it is more effective at protecting an individual with brief exposures or outdoor exposures. In contrast to indoor spaces, wind and the viral dilution in outdoor spaces can help reduce viral load.

Bars, both indoor and outdoor, have additional risk factors. A bar, foundationally, is a social setting where typically not only small groups convene, but also where groups mix with other groups. Bars also have an added risk imposed by the consumption of alcohol as a primary activity offered in such venues. Alcohol consumption slows brain activity, reduces inhibition, and impairs judgment, factors which contribute to reduced compliance with recommended core personal protective measures, such as the mandatory use of face coverings and maintaining six feet of distance from people in different households, both indoors and outdoors. Louder environments and the cacophony of conversation that are typical in bar settings also require raised voices and greater projection of orally emitted viral droplets.

For counties on the County Monitoring List, the risks and impacts of disease transmission are even greater. The science suggests that for indoor operations the odds of an infected person transmitting the virus are dramatically higher compared to an open-air environment. Thus, for those counties on the list, it is necessary to close indoor operations for additional sectors which promote the closed-space mixing of populations beyond households and/or make adherence to physical distancing with face coverings difficult, including: gyms and fitness centers, places of worship, protests, offices for non-Critical Infrastructure sectors as designated on covid19.ca.gov, personal care services (including nail salons, massage parlors, and tattoo parlors), hair salons and barbershops, and malls.

NOW, THEREFORE, I, as State Public Health Officer and Director of the California Department of Public Health, order all of the following:

Statewide Order Relative to Bars, Pubs, Brewpubs, and Breweries

1. Bars, pubs, brewpubs, and breweries, whether operating indoors or outdoors, shall be closed across the state, unless an exception below applies.

- a. Bars, pubs, brewpubs, and breweries, may operate outdoors if they are offering sit-down, outdoor, dine-in meals. Alcohol can be sold only in the same transaction as a meal. When operating outdoors, they must follow the [dine-in restaurant guidance](#) and should continue to encourage takeout and delivery service whenever possible.
- b. Bars, pubs, brewpubs, and breweries that do not provide sit-down meals themselves, but can contract with another vendor to do so, can serve dine-in meals when operating outdoors provided both businesses follow the [dine-in restaurant guidance](#) and alcohol is sold only in the same transaction as a meal.
- c. Venues that are currently authorized to provide off sale beer, wine, and spirits to be consumed off premises and do not offer sit-down, dine-in meals must follow the [guidance for retail operations](#) and offer curbside sales only.
- d. Concert, performance, or entertainment venues must remain closed until they are allowed to resume modified or full operation through a specific reopening order or guidance. Establishments that serve full meals must discontinue this type of entertainment until these types of activities are allowed to resume modified or full operation.

2. Indoor operations shall be restricted across the state as specified below:

- a. Dine-in restaurants must close indoor seating to customers. During this closure all dine-in restaurants may continue to utilize outdoor seating and must comply with the [guidance for outdoor dining](#). Restaurants should continue to encourage takeout and delivery service whenever possible.
- b. Wineries and tasting rooms must close indoor services to customers. During this closure all wineries and tasting rooms operating outdoors must comply with the [guidance for restaurants, wineries, and bars](#).
- c. Family entertainment centers and movie theaters must close indoor services and attractions to customers.
 1. Family entertainment centers may continue to provide outdoor services and attractions to customers, and must comply with the guidance for [movie theaters and family entertainment centers](#).

- 2. Drive-in movie theaters may continue to operate and should follow additional applicable guidance for [drive-in movie theaters](#).
- d. Indoor attractions at zoos and museums must close to visitors.
 - 1. Zoos and museums may continue to operate outdoor attractions and must follow the [guidance for zoos and museums](#).
- e. Cardrooms must close indoor services to customers and must follow the [guidance for cardrooms](#).

Order for Closure of Additional Indoor Sectors for Counties on Monitoring List

3. Counties that currently appear on CDPH's County Monitoring List and have been on the list for three consecutive days, and counties that subsequently appear for three consecutive days or more while this order remains effective, must close all indoor operations of the following types of businesses/events/activities:

- a. Gyms and Fitness Centers
- b. Places of Worship
- c. Protests
- d. Offices for [Non-Critical Infrastructure Sectors](#)
- e. Personal Care Services (including nail salons, massage parlors, and tattoo parlors)
- f. Hair salons and barbershops
- g. Malls

Terms of Orders

- 4. This order shall go into effect immediately.
- 5. These closures shall remain in effect until I determine it is appropriate to modify the order based on public health conditions.
- 6. Outdoor operations may be conducted under a tent, canopy, or other sun shelter but only as long as no more than one side is closed, allowing sufficient outdoor air movement.
- 7. I will continue to monitor the epidemiological data and will modify the sectors that may be open both statewide and in counties on the Monitoring List as required by the evolving public health conditions. If I determine that it is appropriate to reopen, close, or modify the operations of any additional sectors, those sectors will be posted at: <https://covid19.ca.gov/roadmap-counties/>.
- 8. My [guidance](#) mandating the wearing of face coverings and my [guidance](#) prohibiting gatherings continue to apply statewide, except as specifically permitted in other orders or guidance documents. To prevent further spread of COVID-19 to and within other

levels of community spread also increase the likelihood of infection among individuals at high risk of serious outcomes from COVID-19, including the elderly and those with underlying health conditions who might live or otherwise interact with an infected individual.

The Pandemic Resilience Roadmap classifies bars, pubs, breweries, brewpubs, dine-in restaurants, wineries and tasting rooms, family entertainment centers, zoos, museums, and cardrooms as Stage 2 or Stage 3 sectors with high risk of transmission due to a number of features of the businesses and the behaviors that occur within them. Public health studies have shown that the risk of transmission is exacerbated in indoor spaces, particularly when lacking appropriate ventilation. These sectors are settings where groups convene and may mix with others for a prolonged period of time, increasing the risk of escalating the transmission rate of COVID-19. While physical distancing is critical to mitigating exposure, it is more effective at protecting an individual with brief exposures or outdoor exposures. In contrast to indoor spaces, wind and the viral dilution in outdoor spaces can help reduce viral load.

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 - b. Bars, pubs, brewpubs, and breweries that do not provide sit-down meals themselves, but can contract with another vendor to do so, can serve dine-in meals when operating outdoors provided both businesses follow the [dine-in restaurant guidance](#) and alcohol is sold only in the same transaction as a meal.
 - c. Venues that are currently authorized to provide off sale beer, wine, and spirits to be consumed off premises and do not offer sit-down, dine-in meals must follow the [guidance for retail operations](#) and offer curbside sales only.
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2. Indoor operations shall be restricted across the state as specified below:
 - a. Dine-in restaurants must close indoor seating to customers. During this closure all dine-in restaurants may continue to utilize outdoor seating and must comply with the [guidance for outdoor dining](#). Restaurants should continue to encourage takeout and delivery service whenever possible.
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 1. Family entertainment centers may continue to provide outdoor services and attractions to customers, and must comply with the guidance for [movie theaters and family entertainment centers](#).

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- d. Indoor attractions at zoos and museums must close to visitors.
 - 1. Zoos and museums may continue to operate outdoor attractions and must follow the [guidance for zoos and museums](#).
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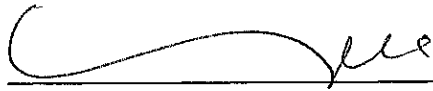
- a. Gyms and Fitness Centers
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- f. Hair salons and barbershops
- g. Malls

Terms of Orders

- 4. This order shall go into effect immediately.
- 5. These closures shall remain in effect until I determine it is appropriate to modify the order based on public health conditions.
- 6. Outdoor operations may be conducted under a tent, canopy, or other sun shelter but only as long as no more than one side is closed, allowing sufficient outdoor air movement.
- 7. I will continue to monitor the epidemiological data and will modify the sectors that may be open both statewide and in counties on the Monitoring List as required by the evolving public health conditions. If I determine that it is appropriate to reopen, close, or modify the operations of any additional sectors, those sectors will be posted at: <https://covid19.ca.gov/roadmap-counties/>.
- 8. My [guidance](#) mandating the wearing of face coverings and my [guidance](#) prohibiting gatherings continue to apply statewide, except as specifically permitted in other orders or guidance documents. To prevent further spread of COVID-19 to and within other

jurisdictions within the State, Californians should not travel significant distances and should stay close to home.

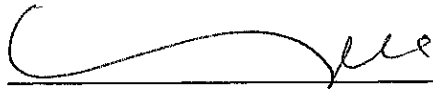
9. This order is issued pursuant to the authority under EO N-60-20, and Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120150, 120175, 120195 and 131080.

A handwritten signature in black ink, appearing to read 'Sonia Y Angell', is written over a horizontal line.

Sonia Y Angell, MD, MPH
State Public Health Officer & Director
California Department of Public Health

jurisdictions within the State, Californians should not travel significant distances and should stay close to home.

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Sonia Y Angell, MD, MPH
State Public Health Officer & Director
California Department of Public Health

COVID-19

County Data Monitoring

County Data Chart

A description of the data being monitored can be found in the **Understanding the Data Being Monitored** section. County data have been flagged for not meeting the objective set for that indicator. The data chart will be updated and posted daily.

Please note: the metrics described may differ from other state-reported data due to the way each metric is calculated. For example, the case rate in this report uses the earliest date that a person was known to have a confirmed infection rather than the date it was reported to the California Department of Public Health. The testing volume and testing positivity metrics in this report have a 7-day lag in order to account for delays in reporting. Detailed descriptions of how these metrics are calculated can be found in the **Understanding the Data Being Monitored** section.

Elevated disease transmission, increasing hospitalization, and limited hospital capacity metrics are only displayed for counties not meeting threshold criteria.

		Elevated Disease Transmission		Increasing Hospitalization	Limited Hospital Capacity
Threshold	<150	Case Rate >100 OR Case Rate >25 AND Positivity >8%		>10% Increase	
County	Avg # tests per day (per 100,000 population) (7 day average with a 7 day lag)	Case rate per 100,000 (14 days)	Testing positivity (%) (7 day average with a 7 day lag)	% ICU beds currently available	% Ventilators currently available
Alameda*	194.8	✓	✓	✓	✓
Alpine	511.6	✓	✓	✓	✓
Amador	203.2	✓	✓	✓	✓
Butte	98.3	118.0	✓	15.8	✓

APPENDIX (PX)003202

Calaveras	178.7	✓	✓	✓	✓
Colusa	127.1	517.9	20.9	✓	✓
Contra Costa	186.2	109.6	✓	✓	✓
Del Norte	141.0	✓	✓	✓	✓
El Dorado	137.7	✓	✓	✓	✓
Fresno	185.6	191.1	10.4	16.4	✓
Glenn	82.8	160.1	15.2	✓	✓
Humboldt	104.2	✓	✓	✓	✓
Imperial	219.3	216.5	16.0	7.3	✓
Inyo	140.9	✓	✓	✓	✓
Kern	217.1	160.0	✓	✓	✓
Kings	210.4	200.1	12.2	✓	✓
Lake	159.4	✓	✓	✓	✓
Lassen	657.6	✓	✓	✓	✓
Los Angeles	242.3	326.2	8.4	✓	✓
Madera	237.2	303.0	14.1	15.4	✓
Marin	344.9	203.2	9.0	✓	✓
Mariposa	240.8	✓	✓	✓	✓
Mendocino	210.6	✓	✓	✓	✓
Merced	145.1	267.9	15.8	✓	✓
Modoc	116.1	✓	✓	✓	✓
Mono	267.1	214.9	✓	✓	✓
Monterey	158.1	183.4	10.4	✓	✓

APPENDIX (PX)003203

Napa*	276.8	✓	✓	✓	✓
Nevada	177.9	✓	✓	✓	✓
Orange	166.1	183.3	12.4	✓	✓
Placer*	148.7	✓	✓	✓	✓
Plumas	119.6	26.3	16.4	✓	✓
Riverside	146.2	210.9	14.2	✓	✓
Sacramento	171.0	142.2	8.6	✓	✓
San Benito	207.1	173.4	9.9	✓	✓
San Bernardino	140.3	177.3	16.8	✓	✓
San Diego	119.1	149.2	✓	✓	✓
San Francisco*	313.9	✓	✓	✓	✓
San Joaquin	242.0	271.5	13.4	✓	✓
San Luis Obispo	201.2	138.8	✓	✓	✓
San Mateo	218.4	✓	✓	✓	✓
Santa Barbara	238.6	233.8	10.0	✓	✓
Santa Clara	246.5	102.1	✓	✓	✓
Santa Cruz	164.4	✓	✓	✓	✓
Shasta	137.2	✓	✓	✓	✓
Sierra	123.8	✓	✓	✓	✓
Siskiyou	130.7	✓	✓	✓	✓
Solano	213.2	114.3	✓	✓	✓
Sonoma	244.3	108.9	✓	✓	✓
Stanislaus	225.5	378.1	17.9	✓	✓

APPENDIX (PX)003204

Sutter	168.1	203.3	9.4	✓	✓
Tehama	109.3	✓	✓	✓	✓
Trinity	90.9	✓	✓	✓	✓
Tulare	179.4	257.2	14.0	✓	✓
Tuolumne	390.2	✓	✓	✓	✓
Ventura	240.9	164.9	✓	✓	✓
Yolo	252.0	147.1	✓	✓	✓
Yuba	151.0	164.0	12.8	✓	✓

*Newly meeting threshold

Page Last Updated : July 22, 2020

Exhibit “11”

Exhibit “11”



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

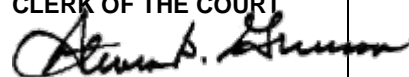

James E. Shapiro, Esq.

cc: Shawn Bidsal

Exhibit “12”

Exhibit “12”

Electronically Filed
3/10/2020 2:37 PM
Steven D. Grierson
CLERK OF THE COURT



James E. Shapiro, Esq.
Nevada Bar No. 7907
jshapiro@smithshapiro.com
Aimee M. Cannon, Esq.
Nevada Bar No. 11780
acannon@smithshapiro.com
SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, Nevada 89074
702-318-5033
Attorneys for Respondent, SHAWN BIDSAL

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

Petitioner,

vs.

SHAWN BIDSAL, an individual,

Respondent.

**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

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 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

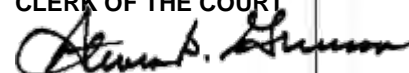
I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 10th day of March, 2020, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING RESPONDENT'S MOTION FOR STAY PENDING APPEAL** by e-serving a copy on all parties registered and listed as Service 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

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

Electronically Filed
3/10/2020 11:45 AM
Steven D. Grierson
CLERK OF THE COURT



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702-318-5033
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

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 6/9/20 TIME 9:00am
APPROVED BY JC
PLEASE FILE WITH MASTER
CALENDAR

Date: February 18, 2020
Time: 9:00am

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.

IT IS SO ORDERED this 3 day of June, 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
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Shawn Bidsal

Approved as to Form:

LEVINE & GARFINKEL

Louis E. Garfinkel, Esq.
Nevada Bar No. 3416
1671 W. Horizon Ridge Pkwy., Suite 230
Henderson, NV 89012
Attorneys for CLA Properties, LLC

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

EXHIBIT 211

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 July 27, 2020
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July 27, 2020

VIA E-MAIL ONLY: dwall@jamsadr.com

The Honorable David Wall (Ret.)
 JAMS
 3800 Howard Hughes Pkwy, 11th Floor
 Las Vegas, NV 89169

Re: Bidsal v. CLA Properties, LLC
 JAMS Reference No. 1260005736

Your Honor:

Respondent CLA Properties, LLC (“CLA”) replies to the Opposition by Claimant (Bidsal) to CLA’s Motion to Compel Further Answers to Interrogatories. He has latched onto the restrictions imposed by reason of the Corona Virus to claim excuse for failing to respond to interrogatories (“Bogus Excuse”). There are many reasons why neither the virus or the governmental response thereto is a logical, much less valid, excuse. And to most of the interrogatories it makes no sense at all. Therefore, we first address the individual interrogatories and then discuss the Bogus Excuse separately thereafter.

INTERROGATORIES 1 - 3

We start with the first three. They ask for Bidsal’s contention of the purchase price for his interest should his appeal of the confirmation of the first arbitration award not succeed, his calculation of that price and description of documents supporting his calculation. Bearing repeating is his claim that started this arbitration which in relevant part states, “ Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the member’s membership interest, including proper calculation of each member’s capital accounts.”

Noteworthy is that the Claim never describes the “disagreements.” No doubt Bidsal hoped to go into the hearing without ever disclosing what he would contend. But more importantly either Bidsal was lying because there was no such disagreement, admittedly a distant possibility, or if he was this time he was telling the truth, then he knew what he claimed should be the purchase price and what he suspected or knew the different amount which Respondent (“CLA”) claimed the purchase price should be.

Now if he was lying, and there was no such disagreement, then he could easily have answered the interrogatory conceding that whatever CLA claimed is in truth the purchase price. Alternatively if he was telling the truth, then he had to have already established an amount and knew how he came to such figure and what documents, if any, on which he reached such a contention, and the different price that CLA claimed is what the “disagreement” was. Otherwise he could not have claimed there was a “disagreement.”

NEITHER OF THE POSSIBLE ALTERNATIVES (TRUTH OR LIE) ARE IMPACTED

Honorable David Wall
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BY THE VIRUS OR ANYTHING ELSE.¹

Additionally, the Bogus Excuse is particularly not applicable to Interrogatories Nos. 2 and 3. If the Bogus Excuse were valid, and he needed certain documents to calculate the price, that would mean that when Bidsal offered to buy CLA's interest, he did not know what the price would be. That simply is not believable. No one makes an offer with a blank check, or at least certainly not this experienced Bidsal.

Bidsal's Opposition argues that his July 7, 2017 offer merely set the fair market value of Green Valley's property, implying that he really did not know what the price would be. What jumps out, however, is that the Opposition never states that Bidsal had no idea what the price would be once he set the fair market value, and for good reason. The Opposition quotes from the offer that Bidsal offered to buy "pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement." That section twice² states the price as:

(FMV³ - COP⁴) x0.5 + capital contribution of the [selling] Member(s) at the time of purchasing the property minus pro rata liabilities.

By virtue of the definitions every element of the formula was at all times determinable except the FMV. So once the FMV here was set as \$5,000,000 Bidsal (and everyone else) knew what the price would be if CLA had accepted Bidsal's offer (the "selling" Member) whose capital account at time of purchase the property would be CLA's, and if, as here CLA instead chose to buyout Bidsal instead of selling, then that capital account would have been that of Bidsal.

The liabilities likewise would be known. So Bidsal's argument that the price was not known once he set the FMV is not only not believable (and again we point out the Opposition never really says that), it is false.

In addition to the Bogus Excuse, are we to believe that Bidsal when setting the FMV at \$5,000,000.00 did not have any idea how much he was going to have to pay when the terms were **all cash within 30 days**? Bidsal's very filing of the Claim would be bogus if he did not have an amount in mind. There could not possibly have been any "disagreement", much less good faith disagreement, if Bidsal had not yet determined what he would pay.

To demonstrate how far Bidsal is willing to go to try to avoid answering the

¹ Bidsal's response included some objections, but in the meet and confer process, his counsel candidly conceded that his responses were deficient and he made no attempt to support them. (See July 10, 2020 response to initiation of "meet and confer" attempt, Exhibit D to Motion.) Additionally his Opposition does not attempt to support any of such objections.

² If the "Remaining" Member accepts the Offering Member's offer then the capital account in the formula is that of the Remaining Member. If, as here, the Remaining Member chooses instead to buy, then the capital account in the formula is that of the Offering Member.

³ FMV is defined as "fair market value" obtained as specified in section 4.2. By virtue of prior arbitration that is the \$5,000,000 set in Bidsal's offer.

⁴ COP is defined as "cost of purchase" as it [sic] specified in the closing statement at the **APPENDIX (PX) 003216** property owned by the Company.

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Interrogatories one need look merely at the second full paragraph on page 6 of his Opposition. There he argues that there would be different prices depending on which member bought and which sold. First, that does not justify the application of the Bogus Excuse. But what is even more telling regarding Bidsal's bad faith is that the interrogatories are premised expressly on the Judgment affirming prior award being affirmed on appeal. In that case the buyer will be CLA and the capital account will be that of Bidsal.

INTERROGATORIES NOS. 4 - 7

Following the words "Arbitration is needed to resolve disagreements between the members relating to" Respondent's Claim concludes "proper accounting of services each member provided to the company." Interrogatory No. 4 asks the most simple question: if Bidsal contends he is entitled to compensation for services, the state each fact that supports such contention, No. 5 asks identification of "persons with knowledge of facts relating to" that contention, No. 6 asks for identification of documents supporting that contention and No. 7 asks for the calculation of the amount of such compensation.

What we said above regarding the first three interrogatories equally applies here:

Noteworthy is that the Claim never describes the "disagreements." No doubt Bidsal hoped to go into the hearing without ever disclosing what he would contend. But more importantly either Bidsal was lying because there was no such disagreement, admittedly a distant possibility, or if he was this time he was telling the truth, then he knew what he claimed should be the [compensation] **purchase price** and what he suspected or knew the different amount which Respondent ("CLA") claimed the [compensation] ~~purchase price~~ should be.

Now if he was lying, and there was no such disagreement, then he could easily have answered the interrogatory conceding that whatever CLA claimed is in truth the [compensation if any owing] **purchase price**. Alternatively if he was telling the truth, then he had to have already established an amount and knew how he came to such figure and what [people and] documents, if any, on which he reached such a contention, and the different [contention] **price** that CLA claimed is what the "disagreement" was. Otherwise he could not have claimed there was a "disagreement."

NEITHER OF THE POSSIBLE ALTERNATIVES (TRUTH OR LIE) ARE
 IMPACTED BY THE VIRUS OR ANYTHING ELSE

While Bidsal responded with several objections, in the meet and confer process he abandoned all of them. See Exhibit D to Motion. Instead he said he would provide answers. That was 17 days ago and yet no such answers have been given. Instead in his Opposition he changes his story and claims the Bogus Excuse. But the Bogus Excuse makes no more sense here.

If Bidsal was making claim to some compensation (not likely he would have included reference to compensation in his Claim if he did not), then he must have known the basis for such claim (No. 4), who could support such claim (No. 5), the documents that support such claim (No. 6) and how he calculated the amount (No. 7). Had he identified those that he had access to outside his office, including those, if any, that he had produced and broadly described **APPENDIX (PX) 003247** a lack of access, then maybe the Bogus Excuse could have been

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accepted as to No. 6. But he did not do that, so the Bogus Excuse is not applicable to any of the four interrogatories.

And as to the other three interrogatories on this subject the Bogus Excuse just cannot make sense. Before he could make a claim for compensation he had to have known the facts on which he based such claim (No. 4), and that has nothing to do with access to his office. Likewise who it is that could support his contention does not require any such access so the Bogus Excuse makes not sense as to No. 5. Finally, if he was claiming compensation, then the calculations used to determine the amount had to have been known by him, and again the Bogus Excuse makes no sense as a reason not to answer No. 7.

And even were we to assume that Bidsal made his claim with no idea of how he would support it; the whole purpose of theses interrogatories is fore him to support his claim. This is not a mater of Bidsal's convenience; it is litigation 101!

INTERROGATORIES NOS. 8 AND 10

In the request for admission the failure of admission of which is what Interrogatory No. 8 addresses, CLA sought admission of the amount of the four elements of the formula stated above, once again premised on assumption that the judgment affirming prior award was not reversed, to wit: (a) the FMV was \$5,000,000, (b) the COP was \$4,049,290, (c) Bidsal's capital account was \$1,250,000 and (d) there were no pro rata liabilities. Since there was no admission of the RFA this interrogatory sought the facts and reasons for such failure and the documents that supported his response.

Interrogatory No. 10 seeks the capital accounts of both members on September 6, 2017.

As to the COP, the discussion regarding Interrogatories Nos. 1-3 equally applies here. The Bogus Excuse simply cannot apply—Bidsal had to have known what it was before he would have made an offer to buy setting the FMV at \$5,000,000.

CLA will concede that if the sole source of CLA's capital account balance when the property was purchased or on September 6, 2017 was available only in Bidsal's office, then the Bogus Excuse could have made sense but for the reasons stated below that it is never truthfully raised. But as we will emphasize below, Bidsal never claims that he cannot determine that amount without his physically being in his office. Nor does he describe the document he needs to determine the capital account balances.

VIRUS CLAIM IS BOGUS

For multitude of reasons Bidsal's reliance on Covid-19 as an excuse for not answering the interrogatories is simply bogus. In large measure the Opposition goes into a lengthy history with the first three pages dealing with events before the Interrogatories were served. Nothing could be less relevant.

Bidsal Never States Office Is Sole Source For Answers

A review of the Opposition demonstrates that at no place does Bidsal ever say that the information he needs to answer an interrogatory is located solely in his office, and that he has no APPENDIX (PX) 003218 from his home. And it is not as though he simply forgot to mention

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that. On page 10 of our Motion we stated:

Bidsal does not provide any information as to how he would determine the answer and why he is precluded doing so by reason of COVID-19 restrictions. CLA suspects that to the extent he needs information from Green Valley's books and records, the same is available on line; let Bidsal identify the exact record he needs to provide the answer, exactly what it would contain that is not otherwise available to him **and swear under oath that that record is located in a place that no one has entered since the Interrogatories were served or that the information is not available elsewhere**, such as on line or in his product of documents (either this one or in Arbitration # 1).

But that is not the first time we challenged Bidsal's excuse of the virus. In the Reply brief we filed on June 24, 2020 regarding motion to resolve dispute regarding day to day manager we stated:

[W]hat is perhaps even more telling, at no place in the 500 or so pages of the Opposition is there one assertion either (1) that he has never been to the office since March 19th or (2) notwithstanding his bragging about his property management experience and organization, any explanation why he is unable to send any of the foregoing information electronically. Are we to believe that the general ledger of Green Valley is maintained by hand, perhaps using a quill, or that not one of the items in addition to the bank passcode is available to him outside of the office either on line or hard copy kept elsewhere. That omission speaks volumes.

Well, the omission now speaks even more volumes because he has now twice been challenged and twice avoided responding to the challenge. It is simply impossible to believe his excuse.

Production Of Documents Evidences Excuse Bogus

Bidsal brags about all the papers he has produced as though that excuses answering the interrogatories. Bidsal Declaration ¶¶ 22 and 23. But what his production of 3,500 pages of documents (¶ 26) proves is that there are thousands of pages dealing with Green Valley that Bidsal has no problem accessing when he wants. One of two things must be true: Either he has access to the needed records on line or in duplicates at his home or he has no problem getting the needed documents from his office. Either fact demonstrates that his reliance on the Bogus Excuse is invalid.

Bidsal Concedes He Has Had Access To His Office

In ¶ 12 of his Declaration Bidsal states he "had to temporarily close" his office. That does not state that he was ordered to have it closed during any of the time since the interrogatories were served. We know from ¶ 21(b) of Bidsal's Exhibit 7 that on May 13, 2020 he was allowed to go to his office.

Bidsal never discloses when or how often he has been to his office since the Interrogatories were served on May 20, 2020. The reason is obvious: It would prove how bogus the Bogus Excuse is.

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Bidsal cries that he is just so busy that he can't get around to answering interrogatories. If that were true, how does Bidsal explain that he resisted giving over day to day management of Green Valley to Mr. Golshani? Answer: he doesn't because the virus has not so impacted him that he could not have answered them in the now more than two months since they were posed. If the virus so overwhelmed Bidsal, as he pretends, then he should not and would not have opposed consenting to Golshani's taking over the day to day management.

He acknowledges that the reduction of his staff was only temporary. Bidsal Decl. ¶ 24.

He recites what happened regarding directives on going to his office well after his response was served, and therefore became irrelevant. See Bidsal Decl. ¶¶ 24 and 25.

Then in ¶ 26 Bidsal swears that two days after learning of the July 13th Covid order he learned that CLA "was not happy with my responses." But the meet and confer letter from CLA's council was e-mailed way back on July 2nd well before July 13th and his own counsel had on July 10th responded. So his placing his learning on July 15th is simply false. His counsel could not have responded by claiming the Bogus Excuse unless he had discussed the impact of the virus with Bidsal before July 10th.

Priorities

It is a fact of life that litigation, whether in court or arbitration, disrupts every participant therein. It is something every litigant (especially one so litigious as Bidsal) understands. Like every plaintiff, when Bidsal filed this Claim, he assumed the risk of all sorts of contingencies becoming a burden on his life because not only the participation in the litigation, but the deadlines imposed by others, other parties or the court or in arbitration the arbitrator or the applicable rules themselves.

He acknowledges that responding to discovery in this arbitration, what he labels "second priority") he initiated took a back seat to his regular business commitments. Bidsal Declaration ¶ 22. In his Opposition he makes the same claim of priorities under May 19 caption on page 4. Indeed our reading of the Opposition reveals that there were no dates of commanded closure that impacted the period of time for Bidsal to answer the Interrogatories.

Office Is Available

While Bidsal's Opposition devotes six pages of single space describing Covid-19's interference with Bidsal's life, it never asserts that Bidsal has been prohibited from going there for even one day since May 12, 2020 when the Interrogatories were served.

In the recitation of the history regarding Covid 19 orders, Bidsal under caption of May 13, 2020 acknowledges that when the Interrogatories were served, there was no order that precluded Bidsal's going to his office if in fact he had to be there to find the information to answer the Interrogatories.

Agreement or Protective Order Never Sought

If Bidsal had honestly been hindered in answering the discovery, then one would have expected that he would have at once had his counsel sought an extension of time and failing that a protective order. But he did neither of those. Instead he filed frivolous objections which he abandoned only when challenged. Had the Bogus Excuse been valid, Bidsal would not have

APPENDIX 1PX003226

first raise it in his response to the Interrogatories.

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In Bidsal's Declaration ¶ 26 he claims that he decided "to resort to asking the Arbitrator for more time to respond." But that asking never happened. Only in response to CLA's motion was it presented to the Arbitrator.

Unsupported Claim

Under caption of July 15, on page 5 Bidsal argues that he "attempted to elicit assistance in document retrieval, accounting and document compilation." For that claim he cites nothing, not even Bidsal's declaration without a paragraph identification which is the way it is ever cited by Claimant.

Conclusion Re Virus

For one or more of the foregoing reasons the Bogus Excuse is simply that, bogus. It is just another attempt by Bidsal to delay which has now surfaced if the form of the counter motion to continue the arbitration, an arbitration that he filed, and that CLA wants to finish, and hopes to extend buttressing his still undefined claim for compensation. [LOUIS ??]

CONCLUSION

Even were the virus relevant, for one or more of the reasons set out above, Bidsal should be ordered to now for the first time reveal his contentions that he has so assiduously attempted to hide so that CLA may prepare for the arbitration hearing.

Respectfully submitted

EXHIBIT 212

LEVINE & GARFINKEL

ATTORNEYS AT LAW

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July 28, 2020

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VIA E-MAIL dwall@jamsadr.com

Honorable David Wall, Arbitrator

JAMS

3800 Howard Hughes Pkwy, 11th Floor
Las Vegas, NV 89169

Re: Bidsal v. CLA Properties, LLC
JAMS Reference No: 1260005736

**CLA PROPERTIES, LLC'S REPLY IN SUPPORT OF MOTION TO COMPEL
ANSWERS TO FIRST SET OF INTERROGATORIES AND OPPOSITION TO
COUNTERMOTION TO STAY PROCEEDINGS**

Dear Judge Wall:

Respondent CLA Properties, LLC ("CLA") replies to the Opposition by Claimant ("Bidsal") to CLA's Motion to Compel Answers to Interrogatories. Bidsal has latched onto the restrictions imposed by reason of the Corona Virus to claim excuse for failing to respond to interrogatories ("Bogus Excuse"). There are many reasons why neither the virus nor the governmental response thereto is a logical, much less valid, excuse. And to most of the interrogatories, it makes no sense at all. Therefore, CLA first addresses the individual interrogatories and then discusses the Bogus Excuse separately thereafter.

INTERROGATORIES 1 - 3

Interrogatories 1–3 ask for Bidsal's contention regarding the purchase price for his interest should his appeal of the confirmation of the first arbitration award not succeed, his calculation of that price, and a description of the documents supporting his calculation. Bearing repeating is Bidsal's Claim that started this arbitration which in relevant part states, "Arbitration is needed to resolve disagreements between the members

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relating to the proper accounting associated with the member's membership interest, including proper calculation of each member's capital accounts...."

Noteworthy is that Bidsal's Claim never describes the "disagreements." No doubt Bidsal hoped to go into the hearing without ever disclosing what he would contend. But more importantly, either Bidsal was lying because there was no such disagreement, admittedly a distant possibility, or if he was this time telling the truth, then he knew what he claimed should be the purchase price and what he suspected or knew the different amount which CLA claimed the purchase price should be.

Now if Bidsal was lying, and there was no such disagreement, then he could easily have answered the interrogatory conceding that whatever CLA claimed is in truth the purchase price. Alternatively, if Bidsal was telling the truth, then he had to have already established an amount and knew how he came to such figure and what documents, if any, on which he reached such a contention, and the different price that CLA claimed is what the "disagreement" was. Otherwise, Bidsal could not have claimed there was a "disagreement."

NEITHER OF THE POSSIBLE ALTERNATIVES (TRUTH OR LIE) ARE IMPACTED BY THE VIRUS OR ANYTHING ELSE.¹

Additionally, the Bogus Excuse is particularly not applicable to Interrogatories Nos. 2 and 3. If the Bogus Excuse were valid, and Bidsal needed certain documents to calculate the price, that would mean that when Bidsal offered to buy CLA's interest, he

¹ Bidsal's response included some objections, but in the meet and confer process, his counsel candidly conceded that his responses were deficient and made no attempt to support them. (See July 10, 2020 response to initiation of "meet and confer" attempt, Exhibit D to Motion.) Additionally, Bidsal's Opposition does not attempt to support any of such objections.

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did not know what the price would be. That simply is not believable. No one makes an offer with a blank check, or at least certainly not the very experienced Bidsal.

Bidsal's Opposition argues that his July 7, 2017 offer merely set the fair market value of Green Valley's property, implying that he really did not know what the price would be. What jumps out, however, is that the Opposition never states that Bidsal had no idea what the price would be once he set the fair market value, and for good reason. The Opposition quotes from the offer that Bidsal offered to buy "pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement." That section twice² states the price as:

**$(FMV^3 - COP^4) \times 0.5 + \text{capital contribution of the [selling] Member(s)}$
 at the time of purchasing the property minus pro rata liabilities.**

By virtue of the definitions every element of the formula was at all times determinable except the FMV. So once the FMV here was set as \$5,000,000, Bidsal (and everyone else) knew what the price would be if CLA had accepted Bidsal's offer (the "selling" Member) whose capital account at time of purchase the property would be CLA's, and if, as here CLA instead chose to buyout Bidsal instead of selling, then that capital account would have been that of Bidsal.

² If the "Remaining" Member accepts the Offering Member's offer then the capital account in the formula is that of the Remaining Member. If, as here, the Remaining Member chooses instead to buy, then the capital account in the formula is that of the Offering Member.

³ FMV is defined as "fair market value" obtained as specified in section 4.2. By virtue of prior arbitration that is the \$5,000,000 set in Bidsal's offer.

⁴ COP is defined as "cost of purchase" as it [sic] specified in the closing statement at the time of purchase of each property owned by the Company.

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The liabilities likewise would be known to Bidsal, the day to day manager. And even more so since those liabilities are **a reduction in the cash to be paid to Bidsal**. So Bidsal's argument that the price was not known once he set the FMV is not only not believable (and again we point out the Opposition never really says that), it is false.

In addition to the Bogus Excuse, are we to believe that Bidsal when setting the FMV at \$5,000,000.00 did not have any idea how much he was going to have to pay when the terms were **all cash within 30 days**? Bidsal's very filing of the Claim would be bogus if he did not have an amount in mind. There could not possibly have been any "disagreement", much less good faith disagreement, if Bidsal had not yet determined what he would pay.

To demonstrate how far Bidsal is willing to go to try to avoid answering the Interrogatories, one needs to look merely at the second full paragraph on page 6 of his Opposition. There Bidsal argues that there would be different prices depending on which member bought and which sold. First, that does not justify the application of the Bogus Excuse. But what is even more telling regarding Bidsal's bad faith is that the interrogatories are premised expressly on the Judgment affirming the prior award being affirmed on appeal. In that case, the buyer will be CLA and the capital account will be that of Bidsal.

INTERROGATORIES NOS. 4 - 7

Following the words "Arbitration is needed to resolve disagreements between the members relating to," Bidsal's Claim concludes "proper accounting of services each member provided to the company." Interrogatory No. 4 asks the most simple question:

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if Bidsal contends he is entitled to compensation for services, then state each fact that supports such contention. Interrogatory No. 5 asks identification of “persons with knowledge of facts relating to” that contention, Interrogatory No. 6 asks for identification of documents supporting that contention, and Interrogatory No. 7 asks for the calculation of the amount of such compensation.

What CLA said above regarding the first three interrogatories equally applies here:

Noteworthy is that Bidsal’s Claim never describes the “disagreements.” No doubt Bidsal hoped to go into the hearing without ever disclosing what he would contend. But more importantly either Bidsal was lying because there was no such disagreement, admittedly a distant possibility, or if he was this time telling the truth, then he knew what he claimed should be the [compensation] ~~purchase price~~ and what he suspected or knew the different amount which Respondent (“CLA”) claimed the [compensation] ~~purchase price~~ should be.

Now if Bidsal was lying, and there was no such disagreement, then he could easily have answered the interrogatory conceding that whatever CLA claimed is in truth the [compensation if any owing] ~~purchase price~~. Alternatively if he was telling the truth, then he had to have already established an amount and knew how he came to such figure and what [people and] documents, if any, on which he reached such a contention, and the different [contention] ~~price~~ that CLA claimed is what the “disagreement” was. Otherwise he could not have claimed there was a “disagreement.”

NEITHER OF THE POSSIBLE ALTERNATIVES (TRUTH OR LIE)
 ARE IMPACTED BY THE VIRUS OR ANYTHING ELSE

While Bidsal responded with several objections, in the meet and confer process he abandoned all of them. See Exhibit D to Motion. Instead, Bidsal said he would provide answers. That was 17 days ago and yet no such answers have been given. Instead, in

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Bidsal's Opposition he changes his story and claims the Bogus Excuse. But the Bogus Excuse makes no more sense here.

If Bidsal was making claim to some compensation (not likely he would have included reference to compensation in his Claim if he did not), then he must have known the basis for such claim (Interrogatory No. 4), who could support such claim (Interrogatory No. 5), the documents that support such claim (Interrogatory No. 6) and how he calculated the amount (Interrogatory No. 7). Had Bidsal identified those that he had access to outside his office, including those, if any, that he had produced and broadly described the rest to which he claimed a lack of access, then maybe the Bogus Excuse could have been accepted as to Interrogatory No. 6. But Bidsal did not do that, so the Bogus Excuse is not applicable to any of the four interrogatories.

And as to the other three interrogatories on this subject, the Bogus Excuse just cannot make sense. Before Bidsal could make a claim for compensation he had to have known the facts on which he based such claim (Interrogatory No. 4), and that has nothing to do with access to his office. Likewise, who it is that could support his contention does not require any such access so the Bogus Excuse makes no sense as to Interrogatory No. 5. Finally, if Bidsal was claiming compensation, then the calculations used to determine the amount had to have been known by him, and again the Bogus Excuse makes no sense as a reason not to answer Interrogatory No. 7.

And even if CLA was to assume that Bidsal made his claim with no idea of how he would support it, the whole purpose of theses interrogatories required him to support his claim. This is not a matter of Bidsal's convenience; it is litigation 101!

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INTERROGATORIES NOS. 8 AND 10

In the request for admission the failure of admission of which is what Interrogatory No. 8 addresses, CLA sought admission of the amount of the four elements of the formula stated above, once again premised on assumption that the judgment affirming the prior award was not reversed, to wit: (a) the FMV was \$5,000,000, (b) the COP was \$4,049,290, (c) Bidsal's capital account was \$1,250,000 and (d) there were no pro rata liabilities. Since there was no admission of CLA's First Set of Requests for Admissions, this interrogatory sought the facts and reasons for such failure and the documents that supported Bidsal's response.

Interrogatory No. 10 seeks the capital accounts of both members on September 6, 2017.

As to the COP, the discussion regarding Interrogatories Nos. 1-3 equally applies here. The Bogus Excuse simply cannot apply—Bidsal had to have known what it was before he would have made an offer to buy setting the FMV at \$5,000,000.

CLA will concede that if the sole source of CLA's capital account balance when the property was purchased or on September 6, 2017 was available only in Bidsal's office, then the Bogus Excuse could have made sense but for the reasons stated below that it is never truthfully raised. But as emphasized below, Bidsal never claims that he cannot determine that amount without his physically being in his office. Nor does Bidsal describe the document he needs to determine the capital account balances. And as we show below, Bidsal's excuse is false; he has all of the documents that he needs to answer this interrogatory available to him.

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VIRUS CLAIM IS BOGUS

For a multitude of reasons, Bidsal's reliance on Covid-19 as an excuse for not answering the interrogatories is simply bogus. In large measure, the Opposition goes into a lengthy history with the first three pages dealing with events before the Interrogatories were served. Nothing could be less relevant.

Bidsal Never States His Office Is The Sole Source For Answers

A review of the Opposition demonstrates that at no place does Bidsal ever say that the information he needs to answer an interrogatory is located solely in his office, and that he has no access to that information from his home. And it is not as though he simply forgot to mention that. Page 10 of CLA's Motion stated:

Bidsal does not provide any information as to how he would determine the answer and why he is precluded doing so by reason of COVID-19 restrictions. CLA suspects that to the extent he needs information from Green Valley's books and records, the same is available on line; let Bidsal identify the exact record he needs to provide the answer, exactly what it would contain that is not otherwise available to him **and swear under oath that that record is located in a place that no one has entered since the Interrogatories were served or that the information is not available elsewhere**, such as on line or in his product of documents (either this one or in Arbitration # 1).

But that is not the first time CLA challenged Bidsal's excuse of the virus. In the Reply brief CLA filed on June 24, 2020 regarding motion to resolve dispute regarding day to day manager CLA stated:

[W]hat is perhaps even more telling, at no place in the 500 or so pages of the Opposition is there one assertion either (1) that he has never been to the office since March 19th or (2) notwithstanding his bragging about his property management experience and organization, any explanation why

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he is unable to send any of the foregoing information electronically. Are we to believe that the general ledger of Green Valley is maintained by hand, perhaps using a quill, or that not one of the items in addition to the bank passcode is available to him outside of the office either on line or hard copy kept elsewhere. That omission speaks volumes.

Well, the omission now speaks even more volumes because Bidsal has now twice been challenged and twice avoided responding to the challenge. It is simply impossible to believe Bidsal's excuse.

Production Of Documents Evidences Excuse Bogus

Bidsal brags about all the papers he has produced as though that excuses answering the Interrogatories. See Opposition, Exhibit "7", Bidsal Declaration ¶¶ 22 and 23. But what Bidsal's production of 3,500 pages of documents (¶ 26) proves is that there are thousands of pages dealing with Green Valley that Bidsal has no problem accessing when he wants. One of two things must be true: Either Bidsal has access to the needed records on line or in duplicates at his home or he has no problem getting the needed documents from his office. Either fact demonstrates that Bidsal's reliance on the Bogus Excuse is invalid.

Furthermore, Bidsal's production proves the lie. Without listing each and every document that Bidsal has that shows he can answer the subject interrogatories, a small sampling of what he admits he has is enough. In Bidsal's First Supplemental List of Witnesses And Production Of Documents Pursuant To JAMS Rule 17(a) (attached to Bidsal's Opposition as Exhibit "8" and attached hereto as Exhibit "A" for the Arbitrator's convenience), Bidsal's K-1s for 2011-2018 have been produced (#44), documents re sale of parcels have been produced (##64, 65, 66, 68, 69, 71, and 72), and documents re

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building equity balance computations have been produced (##63, 67, and 70). Bidsal also produced 2018 tax returns information (##73, 74, 75, 76, 77, and 78).

Bidsal Concedes He Has Had Access To His Office

In ¶ 12 of his Declaration, Bidsal states he “had to temporarily close” his office. That does not state that Bidsal was ordered to have it closed during any of the time since the Interrogatories were served. CLA knows from ¶ 21(b) of Bidsal’s Declaration that on May 13, 2020 he was allowed to go to his office.

Bidsal never discloses when or how often he has been to his office since the Interrogatories were served on May 20, 2020. The reason is obvious: It would prove how bogus the Bogus Excuse is.

Crocodile Tears

Bidsal cries that he is just so busy that he cannot get around to answering interrogatories. If that were true, how does Bidsal explain that he resisted giving over day to day management of Green Valley to Mr. Golshani? Answer: Bidsal does not because the virus has not so impacted him that he could not have answered them in the now more than two months since they were posed. If the virus so overwhelmed Bidsal, as he pretends, then he should not and would not have opposed consenting to Golshani’s taking over the day to day management.

Bidsal acknowledges that the reduction of his staff was only temporary. See Exhibit “7”, Bidsal Declaration ¶ 24.

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Bidsal recites what happened regarding directives on going to his office well after his response was served, and therefore became irrelevant. See, Exhibit “7”, Bidsal Declaration ¶¶ 24 and 25.

Then in ¶ 26 Bidsal swears that two days after learning of the July 13th Covid order he learned that CLA “was not happy with my responses.” But the meet and confer letter from CLA’s counsel was e-mailed way back on July 2nd well before July 13th and his own counsel had on July 10th responded. **So Bidsal placing his learning on July 15th is simply false.** Bidsal’s counsel could not have responded by claiming the Bogus Excuse unless he had discussed the impact of the virus with Bidsal before July 10th.

Priorities

It is a fact of life that litigation, whether in court or arbitration, disrupts every participant therein. It is something every litigant (especially one so litigious as Bidsal) understands. Like every plaintiff, when Bidsal filed this Claim, he assumed the risk of all sorts of contingencies becoming a burden on his life because not only the participation in the litigation, but the deadlines imposed by others, other parties or the court or in arbitration the arbitrator or the applicable rules themselves.

Bidsal acknowledges that responding to discovery in this arbitration, what he labels “second priority,” took a back seat to his regular business commitments. Bidsal Declaration ¶ 22. Bidsal’s Opposition makes the same claim of priorities under the May 19 caption on page 4. Indeed, CLA’s reading of the Opposition reveals that there were no dates of commanded closure that impacted the period of time for Bidsal to answer the Interrogatories.

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Office Is Available

While Bidsal's Opposition devotes six pages of single space describing Covid-19's interference with Bidsal's life, it never asserts that Bidsal has been prohibited from going to his office for even one day since May 12, 2020 when the Interrogatories were served.

In the recitation of the history regarding Covid-19 orders, Bidsal under the caption of May 13, 2020 acknowledges that when the Interrogatories were served, there was no order that precluded Bidsal from going to his office if in fact he had to be there to find the information to answer the Interrogatories.

Agreement or Protective Order Never Sought

If Bidsal had honestly been hindered in answering the discovery, then one would have expected that he would have at once had his counsel sought an extension of time and failing that a protective order. But Bidsal did neither of those. Instead, Bidsal filed frivolous objections which he abandoned only when challenged. Had the Bogus Excuse been valid, Bidsal would not have waited over a month to first raise it in his response to the Interrogatories.

In Bidsal's Declaration ¶ 26, he claims that he decided "to resort to asking the Arbitrator for more time to respond." But that asking never happened. Only in response to CLA's Motion was it presented to the Arbitrator.

Unsupported Claim

Under the caption of July 15, on page 5, Bidsal argues that he "attempted to elicit assistance in document retrieval, accounting and document compilation." For that claim,

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Bidsal cites nothing, not even Bidsal's Declaration without a paragraph identification which is the way it is ever cited by Claimant.

Conclusion Re Virus

For one or more of the foregoing reasons the Bogus Excuse is simply that, bogus. It is just another attempt by Bidsal to delay which has now surfaced in the form of the Countermotion to continue the arbitration, an arbitration that he filed, and that CLA wants to finish, and hopes to extend buttressing his still undefined claim for compensation.

CLA's claim of change the day to day manager is still one of the claims to be decided in the arbitration. If Bidsal is too busy to be bothered with his obligations in this arbitration and wants more time, then he should consent to the changeover now. CLA believes that the value of the assets that is it acquiring is being devalued by Bidal's management and does not want to delay.

Bidsal's Countermotion seeks a stay of the entire arbitration including ostensibly discovery. Such a stay is unwarranted. After the first Preliminary Arbitration Conference conducted on April 16, 2020, counsel exchanged e-mails and spoke on the telephone on three separate occasions discussing the scope of discovery, motion practice and deadlines. When discussing these matters, counsel took in to consideration any limits imposed by Covid-19. On April 30, 2020, the Arbitrator conducted a second Preliminary Arbitration Conference. At the second conference, the parties stipulated to a Scheduling Order, which should be adhered to.

While CLA does not take Covid-19 lightly, litigation has not come to a halt in District Court, Clark County, where discovery is proceeding, hearings are being held on

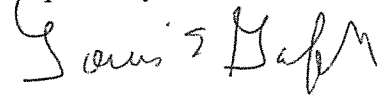
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motions, and trials are being conducted. This arbitration is no different and should move forward.

CONCLUSION

Even were the virus relevant, for one or more of the reasons set out above, Bidsal should be ordered to now for the first time reveal his contentions that he has so assiduously attempted to hide so that CLA may prepare for the arbitration hearing. Bidsal should be ordered to answer each of the interogatories fully and completely without objection. Moreover, Bidsal's Countermotion to stay this arbitration proceeding should be denied.

Respectfully submitted,



Louis E. Garfinkel, Esq.

LEG/mb

Attachments

cc: James Shapiro, Esq. (via email – jshapiro@smithshapiro.com)

Doug Gerrard, Esq. (via email - dgerrard@gerrard-cox.com)

Rod Lewin, Esq. (via email – rod@rtlewin.com)

EXHIBIT “A”

EXHIBIT “A”

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Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL LIST OF WITNESSES AND
 PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a)**

COMES NOW Claimant SHAWN BIDSAL, an individual ("**Bidsal**"), by and through his
 attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and produces his
 First Supplemental List of Witnesses and Production of Documents pursuant to JAMS Rule 17(a), as
 follows (new items are in **bold**):

I.

LIST OF WITNESSES

1. Claimant Shawn Bidsal
 c/o SMITH & SHAPIRO, PLLC
 3333 E. Serene Ave., Ste. 130
 Henderson, NV 89074

Mr. Bidsal is expected to testify regarding the facts and circumstances surrounding the
 allegations set forth in the pleadings on file herein.

\\

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2. PMK for Respondent CLA Properties, LLC
 c/o LAW OFFICES OF RODNEY T. LEWIN, APC
 8665 Wilshire Blvd., Suite 120
 Beverly Hills, CA 90211

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

3. Benjamin Golshani
 c/o LAW OFFICES OF RODNEY T. LEWIN, APC
 8665 Wilshire Blvd., Suite 120
 Beverly Hills, CA 90211

Mr. Golshani is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

4. Moosa Haimof
 15300 Ventura Blvd., Suite 218
 Los Angeles, CA 91403

Mr. Haimof is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

5. PMK for Clifton, Larson, Allen
 10845 Griffith Peak Dr., Ste 550
 Las Vegas, NV 89135

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

6. Jim Main
 10845 Griffith Peak Dr., Ste 550
 Las Vegas, NV 89135

The Person Most Knowledgeable is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

7. David G. LeGrand
 3900 S. Hualapai Way, #128
 Las Vegas, NV 89147

David LeGrand is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

8. Jeff Chain
 3900 S. Hualapai, Suite 200
 Las Vegas, NV 89147

Mr. Chain is expected to testify regarding the facts and circumstances surrounding the allegations set forth in the pleadings on file herein.

9. Claimant reserves the right to supplement its List of Witness as discovery continues and to call any and all witness identified by any other party.

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II.

LIST OF DOCUMENTS PRODUCED

1. David LeGrand's file (DL0001-615)
2. David LeGrand's Deposition Transcript (DL0616-1288)
3. Operating Agreement, dated June 15, 2011 (BIDSAL00001-28).
4. Letter from Bidsal (via Shapiro) to CLA Properties, dated July 7, 2017 (BIDSAL00029).
5. Letter from CLA Properties to Bidsal, dated August 3, 2017 (BIDSAL00030).
6. Letter from Bidsal (via Shapiro) to CLA Properties (via Golshani), dated August 5, 2017 (BIDSAL00031).
7. Letter from CLA Properties (via Lewin) to Shapiro, dated August 28, 2017 (BIDSAL00032-35).
8. Letter from Shapiro to Lewin, dated August 31, 2017 (BIDSAL00036).
9. Operating Agreement for Mission Square, LLC, dated May 26, 2013 (BIDSAL000037-63).
10. Email from David LeGrand to Ben and Shawn, dated August 18, 2011 with attachments (BIDSAL000064-122).
11. Email from David LeGrand to Shawn and Ben, dated May 14, 2013 (BIDSAL000123).
12. Email from David LeGrand to Shawn and Ben and response from Ben, dated May 19, 2013 (BIDSAL000124).
13. Email from David LeGrand to Shawn and Ben and response from Ben, dated May 20, 2013 (BIDSAL000125).
14. Email from David LeGrand to Ben and Shawn, dated June 5, 2013 (BIDSAL000126).
15. Email from David LeGrand to Ben and Shawn, dated June 19, 2013, with attachments (BIDSAL000127-184).
16. Email from Shawn to Ben and response from Shawn, dated October 2, 2013, with attachments (BIDSAL000185-243).
17. Declaration of Petra Latch (BIDSAL000244-478).

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18. Email from Jeff Chain to Shawn, dated June 13, 2011 (BIDSAL000479-81).
19. Email from Jeff Chain to Shawn, dated June 17, 2011, with Operating Agreement (BIDSAL000482-506).
20. Email exchange between Brenda Burns and Shawn, dated August 3, 2012 (BIDSAL000536).
21. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012 (BIDSAL000537-38).
22. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012, with Real Estate Sales Agreement attached (BIDSAL000539-61)
23. Emails between Shawn, Ben, Brenda Burns, dated September 5, 2012 to October 31, 2012 (BIDSAL000562-66).
24. Emails between Danielle Steffen, Shawn, Brenda Burns, Amy Ogden, Shamile Touche, dated June 26, 2015 to June 29, 2015 (BIDSAL000567-71).
25. Email between David LeGrand, Benjamin Golshani and Shawn Bidsal, dated November 10, 2011. (BIDSAL000572-74).
26. Snapshot of emails. (BIDSAL000575).
27. Email between Jeff Chain and Shawn Bidsal, dated October 14, 2011 with attachments (BIDSAL000576-585).
28. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated January 10, 2012 with attachments (BIDSAL000586-8).
29. Email between Jeff Chain and Shawn Bidsal, dated January 10, 2012 with attachments (BIDSAL000589-91).
30. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000592-4).
31. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000595-7).
32. Email between Benjamin Golshani and Shawn Bidsal, dated April 22, 2012 with attachments (BIDSAL000598-608).

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33. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated July 18, 2012 with attachments (BIDSAL000609-14).
34. Email between Jeff Chain and Shawn Bidsal, dated August 11, 2012 with attachments (BIDSAL000615-19).
35. Email between Jeff Chain and Shawn Bidsal, dated August 13, 2012 with attachments (BIDSAL000620-33).
36. Email between Jeff Chain and Shawn Bidsal, dated September 13, 2012 with attachments (BIDSAL000634-6).
37. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated October 30, 2012 with attachments (BIDSAL000637-42).
38. Snapshot of emails. (BIDSAL000643-44).
39. Grant, Bargain, and Sale Deed recorded September 22, 2011 (BIDSAL000645-648).
40. Broker Opinions of Value (BIDSAL000649-654).
41. Affidavit of Benjamin Golshani dated January 31, 2020. (BIDSAL000655-667)
42. Moosa Haimof Deposition Transcript (BIDSAL000668-1141)
43. **Photos of Green Valley Commerce, LLC's ("GVC") Properties (BIDSAL001142-1275)**
44. **GVC IRS K-1 Forms from 2011 through 2018 (BIDSAL001276-1291)**
45. **AIR CRE Broker Inventory Print-out dated May 21, 2020 (BIDSAL001292)**
46. **AIR CRE Green Valley Broker Inventory Print-out dated May 21, 2020 (BIDSAL001293-1294)**
47. **AIR CRE Green Valley Listing Print-out dated May 14, 2020 (BIDSAL001295-1298)**
48. **Green Valley Commerce Center Brochure (BIDSAL001299-1302)**
49. **Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001303-1307)**
50. **Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001308-1312)**

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51. Green Valley Commerce Center Floor Plans (BIDSAL001313-1317)
52. Green Valley Commerce Center and Greenway Real NEX Print-out (BIDSAL001318-1319)
53. Green Valley Co-Star Print-out dated May 26, 2020 (BIDSAL001320-1324)
54. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001325-1328)
55. Greenway Park Plaza Brochure (BIDSAL001329-1333)
56. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001334-1338)
57. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001339-1343)
58. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL1344-1348)
59. Green Valley Commerce Center Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Green Valley Commerce Center dated March 16, 2012 (BIDSAL001349-1428)
60. Green Valley Commerce Center Deed in Lieu Agreement dated September 22, 2011 (BIDSAL001429-1446)
61. Green Valley Commerce Center Grant, Bargain and Sale Deed dated September 22, 2011 (BIDSAL001447-1450)
62. Green Valley Commerce Center Settlement Statement dated September 22, 2011 (BIDSAL001451)
63. Green Valley Commerce Center Building C Equity Balance Computation dated April 22, 2013 (BIDSAL001452-1454)
64. Green Valley Commerce Center Building C Grant, Bargain, Sale Deed dated September 10, 2012 (BIDSAL001455-1460)
65. Green Valley Commerce Center Building C Seller's Closing Statement-Final dated September 10, 2012 (BIDSAL001461-1462)

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66. Greenway Park Plaza Final Settlement Statement dated March 13, 2013 (BIDSAL001463)
67. Green Valley Commerce Center Building E Equity Balance Computation dated November 17, 2014 (BIDSAL001464-1466)
68. Green Valley Commerce Center Building E Grant, Bargain, Sale Deed dated November 13, 2014 (BIDSAL001467-1474)
69. Green Valley Commerce Center Building E Seller's Closing Statement - Final dated November 13, 2014 (BIDSAL001475)
70. Green Valley Commerce Center Building B Equity Balance Computation dated August 28, 2015 (BIDSAL001476-1478)
71. Green Valley Commerce Center Building B Grant, Bargain, Sale Deed dated August 28, 2015 (BIDSAL001479-1484)
72. Green Valley Commerce Center Building B Seller's Settlement Statement dated August 31, 2015 (BIDSAL001485)
73. Green Valley Commerce, LLC, IRS Form 7004, Application for Extension for 2018 (BIDSAL001486)
74. Green Valley Commerce, LLC, AZ Form 165, 2018 Tax Return Filing Instructions (BIDSAL001487-1498)
75. Green Valley Commerce, LLC, IRS Form 8879-PE e-file Signature Authorization for 2018 (BIDSAL001499)
76. Green Valley Commerce, LLC, IRS Form 1065, U.S. Return of Partnership Income for 2018 (BIDSAL001500-1518)
77. Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to CLA Properties, LLC for 2018 (BIDSAL001519-1528)
78. Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to Shawn Bidsal for 2018 (BIDSAL001529-1538)
79. Green Valley Commerce, LLC, Listing Agreement for Lease – Cushman & Wakefield, dated May 13, 2019 (BIDSAL001539-1541)

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80. Green Valley Commerce, LLC, Invoice #965 to Rock LLC, dated January 18, 2019 (BIDSAL001544)
81. Green Valley Commerce, LLC, Invoices and Payments for Repairs, various dates (BIDSAL001545-1557)
82. Green Valley Commerce, LLC, Landscape Maintenance Invoices and Payments, various dates (BIDSAL001558-1562)
83. Green Valley Commerce, LLC, Roof Repair Invoice and Payment, dated March 27, 2019 (BIDSAL001563-1568)
84. Green Valley Commerce, LLC, Roof Replacement Estimate and Payment, dated February 22, 2019 (BIDSAL001569-1573)
85. Green Valley Commerce, LLC, Leases and Lease Amendments, various dates (BIDSAL001573-2235)
86. Greenway Park Plaza, Leases and Lease Amendments, various dates (BIDSAL002236-2692)
87. Green Valley Commerce, LLC, Vendor Invoices and Payments, various dates (BIDSAL002693-3096)
88. Greenway Park Plaza, Vendor Invoices and Payments, various dates (BIDSAL003097-3441)
89. Emails between Bidsal and CLA Properties, LLC and/or Benjamin Golshani, various dates (BIDSAL003442-3447)
90. Green Valley Commerce, LLC Profit and Loss Statement, 2017 (BIDSAL003448-3449)
91. Green Valley Commerce, LLC Profit and Loss Statement, 2018 (BIDSAL003450-3451)
92. Green Valley Commerce, LLC Profit and Loss Statement, 2019 (BIDSAL003452-3453)
93. Green Valley Commerce, LLC, Bank Statements, 2017 (BIDSAL003454-3475)
94. Green Valley Commerce, LLC, Bank Statements, 2018 (BIDSAL003476-3499)

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95. Green Valley Commerce, LLC, Bank Statements, 2019 (BIDSAL003500-3523)
96. Greenway Park Plaza, Bank Statements, 2017 (BIDSAL003524-3544)
97. Greenway Park Plaza, Bank Statements, 2018 (BIDSAL003545-3568)
98. Greenway Park Plaza, Bank Statements, 2019 (BIDSAL003569-3592)
99. Greenway Park Plaza, Payments to Waste Management of Arizona, various dates (BIDSAL003593-3607)

DATED this 22nd day of June, 2020.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
Attorneys for Claimant, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2020, I served a true and correct copy of the forgoing CLAIMANT SHAWN BIDSAL'S FIRST SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a), by emailing a copy of the same, with Exhibits, 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/ James E. Shapiro
Smith & Shapiro, PLLC

EXHIBIT 213

HON. DAVID T. WALL (Ret.)
 JAMS
 3800 Howard Hughes Pkwy., 11th Floor
 Las Vegas, NV 89169
 Phone: (702) 457-5267
 Fax: (702) 437-5267
Arbitrator

JAMS

BIDSAL, SHAWN,

Claimant,

v.

CLA PROPERTIES, LLC,

Respondents.

Ref. No. 1260005736

**ORDER ON RESPONDENT'S MOTION
 TO COMPEL AND AMENDED
 SCHEDULING ORDER**

On July 16, 2020, Respondent filed a Motion to Compel Answers to First Set of Interrogatories. Claimant filed an Opposition and Countermotion to Stay Proceedings on July 24, 2020, and Respondent filed a Reply brief (and Opposition to the Countermotion) on July 28, 2020. A telephonic hearing on the motions was conducted on August 3, 2020. Participating were Arbitrator David T. Wall; James E. Shapiro Esq., and Douglas D. Gerrard, Esq., appearing with Claimant; Louis E. Garfinkel, Esq., and Rodney T. Lewin, Esq. appearing for Respondent.

At issue are Interrogatories served upon Claimant on May 12, 2020, for which insufficient responses were provided by Claimant on June 22, 2020. In his Opposition, and in argument at the hearing, Claimant has indicated that he is not refusing to provide adequate responses to the discovery requests. Instead, he requests additional time to do so given restrictions on his ability to accumulate documents given the current pandemic (and the particular restrictions in the state of

California, where Claimant resides and does business). At the hearing, Claimant modified his request for a stay of proceedings and instead requested an extension of all deadlines set forth in the original Scheduling Order in this matter.

Based on all of the facts and circumstances, the modified request for an extension of all deadlines (including the Arbitration Hearing) is hereby GRANTED. Claimant shall also have additional time to respond to the propounded written discovery requests, as set forth in the Amended Scheduling Order below. The Motion to Compel is GRANTED to the extent it requested that Claimant be directed to respond, although Claimant has not opposed that request.¹

During the telephonic hearing, reserving prior objections, counsel agreed to the following Amended Scheduling Order:

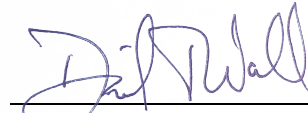
AMENDED SCHEDULING ORDER

October 2, 2020	Deadline for Claimant's Responses to Written Discovery
November 2, 2020	Last Day to Amend Pleadings Without Leave of Arbitrator
November 16, 2020	Initial Expert Witness Disclosure Deadline
December 18, 2020	Rebuttal Expert Witness Disclosure Deadline
January 22, 2021	Close of Discovery
February 9, 2021	Deadline to Submit Joint Exhibit List with Separate List of Objections to any Joint Exhibits; Deadline to Submit and Serve Arbitration Brief
February 17-19, 2020	Arbitration Hearing at JAMS office, Las Vegas

¹ Although not requested, the Arbitrator finds that the particular circumstances presented herein make an award of fees or costs unjust pursuant to NRCP 37(a)(5)(A).

This Order addresses and resolves all issues currently pending before the Arbitrator.

Dated: August 3, 2020

A handwritten signature in blue ink, appearing to read "David T. Wall", written over a horizontal line.

Hon. David T. Wall (Ret.)
Arbitrator

PROOF OF SERVICE BY E-Mail

Re: Bidsal, Shawn vs. CLA Properties, LLC
Reference No. 1260005736

I, Michelle Samaniego, not a party to the within action, hereby declare that on August 03, 2020, I served the attached ORDER ON RESPONDENT'S MOTION TO COMPEL AND AMENDED SCHEDULING ORDER on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

James E. Shapiro Esq.
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Parties Represented:
Shawn Bidsal

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Parties Represented:
CLA Properties, LLC

Rodney T. Lewin Esq.
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Parties Represented:
CLA Properties, LLC

Douglas D. Gerrard Esq.
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Henderson, NV 89074
Phone: 702-796-4000
dgerrard@gerrard-cox.com
Parties Represented:
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on August 03, 2020.



Michelle Samaniego
JAMS
MSamaniego@jamsadr.com