

**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 16**

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(Cont. 16)	<u>Exhibit 236</u> : Claimant's Opposition to Respondent / Counterclaimant's Motion for Orders (1) Compelling Claimant To Restore / Add CLA to All Green Valley Bank Accounts; (2) Provide CLA with Keys to All Green Valley Properties; and (3) Prohibiting Distributions to The Members until the Sale of The Membership Interest in Issue in this Arbitration is Consummated and the Membership Interest is Conveyed dated February 19, 2021		18	4102-4208
	<u>Exhibit 237</u> : Order on Respondent's Motion for Various Orders dated February 22, 2021		18	4209-4215
	<u>Exhibit 238</u> : CLA Motion in Limine re Bidsal's Evidence re Taxes dated March 5, 2021		18	4216-4222
	<u>Exhibit 239</u> : Claimant's Opposition to CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes dated March 11, 2021		18	4223-4229
	<u>Exhibit 240</u> : Ruling – Arbitration Day 1 p. 11 dated March 17, 2021		18	4230-4231
	<u>Exhibit 241</u> : CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 5, 2021		19	4232-4329
	<u>Exhibit 242</u> : Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 11, 2021		19	4330-4354
	<u>Exhibit 243</u> : CLA Properties, LLC's Reply to Shawn Bidsal's Opposition Re Failure to Tender dated March 12, 2021		19	4355-4430

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



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(Cont. 17)	<u>Exhibit 252</u> : Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand dated July 23, 2021		20	4578-4595
	<u>Exhibit 253</u> : Order Regarding Testimony of David LeGrand dated September 10, 2021		20	4596-4604
	<u>Exhibit 254</u> : Claimant Shawn Bidsal's Application for Award of Attorney's Fees and Costs dated November 12, 2021		20	4605-4687
	<u>Exhibit 255</u> : Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorney's Fees and Costs dated December 3, 2021		21	4688-4757
	<u>Exhibit 256</u> : Claimant's Reply in Support of Claimant Shawn Bidsal's Application for Attorney's Fees and Costs dated December 17, 2021		21	4758-4806
	<u>Exhibit 257</u> : Respondent / Counterclaimant CLA Properties, LCC's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs dated December 23, 2021		21	4807-4838
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(Cont. 17)	<u>Exhibit 260</u> : Respondent's Second Supplemental Opposition to Application for Attorney's Fees and Costs dated January 26, 2022		22	4965-4998
	<u>Exhibit 261</u> : Claimant's Second Supplemental Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorney Fees and Costs dated February 15, 2022		22	4999-5052
18.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)	6/22/22	22	5053
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	<u>Exhibit 262</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 1 dated May 8, 2018		23	5066-5287
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	<u>Exhibit 264</u> : Arbitration Hearing Transcript Day 1 dated March 17, 2021		25 26	5550-5797 5798-5953
	<u>Exhibit 265</u> : Arbitration Hearing Transcript Day 2 dated March 18, 2021		26 27 28	5954-6046 6047-6260 6261-6341
	<u>Exhibit 266</u> : Arbitration Hearing Transcript Day 3 dated March 19, 2021		28 29 30	6342-6505 6506-6705 6706-6798
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19.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)	6/22/22	31	7118
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	<u>Exhibit 270</u> : Remote Transcript of Proceedings dated August 5, 2021		33	7411-7531
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	<u>Exhibit 272</u> : Transcript of Hearing Proceedings dated January 5, 2022		34	7784-7814
	<u>Exhibit 273</u> : Transcript of Telephonic Hearing Proceedings dated February 28, 2022		34	7815-7859
	<u>Exhibit 274</u> : Appellant Shawn Bidsal's Opening Brief ( <i>Supreme Court of Nevada, Appear from Case No. A-19-795188-P, District Court, Clark County, NV</i> ) dated November 24, 2020		35	7860-7934
	<u>Exhibit 275</u> : Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award ( <i>Case No. A-19-795188-P, District Court, Clark County, NV</i> ) dated July 15, 2019		35	7935-7975

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

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

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

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

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



# **EXHIBIT 214**



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

June 25, 2020

**Via email only:** [dwall@jamsadr.com](mailto:dwall@jamsadr.com)

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

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

**EMERGENCY MOTION TO QUASH SUBPOENAS AND FOR PROTECTIVE ORDER**

Dear Judge Wall:

This Motion addresses two separate issues: (1) the Subpoenas issued by CLA Properties, LLC ("**CLA**") to third-parties, (2) the depositions of the parties to the lawsuit.

**THE SUBPOENAS ISSUED BY CLA**

On or about June 11, 2020, CLA Properties, LLC ("**CLA**") attempted to subpoena and schedule depositions of three third-parties: (1) the person most knowledgeable of Clifton Larson Allen, (2) the custodian of records of Clifton Larson Allen, and (3) Jim Main, who is a principal of Clifton Larson Allen. At this same time, CLA issued a subpoena for Shawn Bidsal ("**Bidsal**") (together, the "**CLA Subpoenas**"). As will be detailed below all four of the CLA Subpoenas are improper.

**(1) Pre-Hearing Subpoenas Are Not Authorized Under the United States Arbitration Act**

In Section 14.1 of Article III of the Green Valley Commerce, LLC Operating Agreement (the "**OPAG**") it states, "[t]he arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § I et seq." In 2017, the Ninth Circuit Court of Appeals ruled that arbitrators lack authority to issue pre-hearing (discovery) subpoenas. See [CVS Health Corp. v. VIVIDUS, LLC, 878 F. 3d 703 \(9th, 2017\)](#). Based upon this decision, it does not appear that arbitrators have authority to compel a third-party witness to appear for a deposition or to be subject to a subpoena duces tecum. Rather, the arbitrator's powers are limited to compelling attendance at the arbitration hearing.

Given this impediment to mandating any third-party to comply with the proposed depositions and subpoenas, Claimant proposed to CLA that the parties stipulate that any witness that a party intends to call at the arbitration hearing, must be made available for a deposition, prior to the close of discovery, in Las Vegas, Nevada, and without a subpoena. If the third-party witness is not made available for deposition, prior to the close of discovery, in Las Vegas, Nevada, and without a subpoena, then that third-party witness will be prevented from providing any testimony during the arbitration hearing.

smithshapiro.com

Notwithstanding the CVS Health Corp. decision and related decisions, CLA is taking the position that the subpoenas have been properly issued and are enforceable. Given the language of the OPAG, combined with CVS Health Corp. decision and related decisions, we do not see how this conclusion can be reached. In any event, it is vital that the Arbitrator weigh in on this matter and provide some guidance to allow the parties to proceed in a consistent and orderly manner.

If the Arbitrator determines that the subpoenas are valid, we would appreciate the Arbitrator's legal analysis for such a determination so that we can be properly prepared if and when we decide to issue our own pre-hearing third-party subpoenas. If the Arbitrator determines that it lacks authority to issue pre-hearing (discovery) subpoenas, then the subpoenas previously issued by CLA should be quashed and the issue of third-party pre-hearing discovery needs to be addressed and resolved so that the parties can proceed in a consistent and orderly manner.

**(2) The Subpoena's Are Overbroad and Require Production of Irrelevant Confidential Information**

Assuming the subpoenas are properly issued (which as outlined above, they are not), all four subpoenas contain requests for documents and information that are wholeheartedly irrelevant to the subject arbitration. The CLA Subpoenas are attached hereto as ***Exhibits "1" through "4"*** and are incorporated herein by this reference.

**(a) The definition of the "BIDSAL GROUP" is overbroad.**

In each of the CLA Subpoenas, CLA provides its definition of the "BIDSAL GROUP" as follows, "'BIDSAL GROUP' shall mean and include Shawn Bidsal or **West Coast Investments, Inc.** or any of their agents or employees including any attorneys representing either of them, and **Henry Manabat.**" (emphasis added). This definition is particularly troubling based upon the questions involved in each individual subpoena.

Bidsal objects to the definition of the "BIDSAL GROUP" in each of the CLA Subpoenas. West Coast Investments, Inc, its agents, employees, attorneys, and Henry Manabat (the "***Non-parties***") are not parties to the present arbitration, they were not parties to the previous arbitration, and they are not members, managers or employees of Green Valley Commerce, LLC. Additionally, none of these individuals and/or companies are signatories to the OPAG which would mandate their participation in arbitration. Bridge v. Credit One Fin., 294 f. Supp. 3d 1019 (D. Nev. 2018), *quoting* Eichaker v. Paul Revere Life Ins. Co., 354 F.3d 1142, 1145 (9<sup>th</sup> Cir. 2004), *quoting* Buckner v. Tamarin, 98 Cal.App. 4<sup>th</sup> 140, 119 Cal.Rptr.2d 489 (2002), states that there is a strong public policy that "...arbitration does not extend to those who are not parties to an arbitration agreement." As Non-parties to the OPAG, and thus non-parties to the arbitration agreement, the arbitration does not extend to the Non-parties and CLA should not be able to circumvent the public policy espoused in Bridge v. Credit One, by including them in a definition that suggests that they are parties to the arbitration. All Non-parties should be removed from any definition of BIDSAL GROUP in the CLA Subpoenas.

Further, the vast majority of the information relating to West Coast Investments, Inc. and/or Henry Manabat will be proprietary and confidential information, which is not only unrelated to Green Valley Commerce, LLC, but unrelated to the present dispute. There is simply no reason why CLA should be allowed to obtain this proprietary, confidential, unrelated, and irrelevant information.

Because the definition of the BIDSAL GROUP is overbroad, request numbers 1, 8, 9, and 10 in each of the subpoenas issued to Clifton Larson Allen employees/representatives should be limited solely to Shawn Bidsal or anyone acting on behalf of Shawn Bidsal.

**(b) The Time Period is Overbroad.**

In addition to the definition problem outlined above, the time period of the information being sought is extremely overbroad. Each subpoena demands documents from January 1, 2011 until the present. Green Valley Commerce, LLC, is the only entity that is the subject matter of the present Arbitration and it was not even formed until May 26, 2011. Thus, the period of January 1, 2011 until May 26, 2011 has no relevance to the present Arbitration and creates an unduly burdensome requirement for the deponent to search for documents for a non-existent entity. Additionally, CLA is demanding records spanning a nine-year period. This request is also unduly burdensome and not likely to produce documents that are both relevant and meaningful to the present dispute. Any such, requests should be limited to a relevant and reasonable time period.

The reality is that the vast majority of the issues, if not all of them, first arose in 2017, and as such, absent a specific request for relevant information prior to 2017, all general requests should be limited to January 1, 2017 forward.

Due to the problems with the time-period, all of the requests contained in the subpoenas should be limited to January 1, 2017 to the present time.

**(c) The scope of all requests in the subpoenas should be limited to information relating to Green Valley Commerce, LLC.**

Bidsal further objects to Document Requests number 1 in the subpoenas sent to Jim Main, the PMK of Clifton Larson Allen and the COR for Clifton Larson Allen as it seeks information which is not only related to Green Valley Commerce, LLC, but also all documents relating to “the arbitrations between Shawn Bidsal and CLA, including this current arbitration.” Information relating to any other arbitration is irrelevant and should not be included.

**DEPOSITION OF THE PARTIES:**

On June 11, 2020, CLA propounded the Notice of Deposition of Shawn Bidsal (the “***Bidsal Notice***”), unilaterally scheduling the deposition of Bidsal to occur in California on July 13, 2020. See Exhibit “4”. On June 19, 2020, Bidsal issued his Notice of Deposition for Ben Golshani, scheduling the deposition to occur in Nevada on July 7, 2020 (the “***Golshani Notice***”). A true and correct copy the Golshani Notice is attached hereto as ***Exhibit "5"*** and incorporated herein by this reference. Neither Bidsal nor Golshani are available on dates identified by the other party, and the parties have agreed

The Honorable David Wall (Ret.)  
June 25, 2020  
Page 4 of 4



that the dates will be moved to August, but the parties are unable to agree on a location or the order in which the depositions will occur.

**(1) Bidsal's deposition should occur in Nevada.**

Bidsal objects to the location of his deposition, which is currently scheduled to take place in Beverly Hills, CA, which is in contradiction to Section 14.1 of the OPAG, which states that "...any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in the City of Las Vegas, Nevada." Bidsal's attorneys are located in Nevada and paying them to travel to California to defend his deposition, particularly when the parties previously agreed that the dispute would be resolved in Nevada, in unwarranted.

**(2) Golshani's deposition should occur in Nevada.**

As outlined above, the parties previously agreed that the venue of any dispute would be Las Vegas, Nevada. As such, Golshani's deposition should occur in Nevada as well.

**(3) The order of the depositions, as originally noticed, should be maintained.**

As it currently stands, Bidsal has noticed Golshani's deposition for July 7, 2020, and CLA has noticed Bidsal's deposition for July 13, 2020. While the parties have agreed to continue these depositions to August, the parties are unable to agree on a date due to the fact that the order the depositions cannot be agreed upon. Bidsal is seeking an order that the order of the depositions, as originally scheduled, should be maintained.

**SUMMARY:**

The subpoenas issued by CLA are invalid under existing law and should be quashed. However, in the event they are not quashed, they should be limited. Further, the depositions of Bidsal and Golshani should be ordered to occur here in Nevada in the order as originally scheduled.

In order to give the third-parties who have already been served with a subpoena sufficient notice of the Arbitrator's decision on the matter, we would request that this matter be heard and ruled upon as soon as possible.

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”**

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

5  
 6 Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 7 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 9 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
 10 *Attorneys for Respondent/Counterclaimant*  
 11 *CLA Properties, LLC*

12  
 13  
 14 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

15  
 16 Claimant/Counter-Respondent

17 v.

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

19  
 20 Respondent/Counterclaimant

**SUBPOENA DUCES TECUM –**  
**CUSTODIAN OF RECORDS OF**  
**CLIFTON LARSON ALLEN**

21  
 22 **CUSTODIAN OF RECORDS OF CLIFTON LARSON ALLEN**

23 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
 24 following date, time, and place:

25 Date: July 6, 2020

26 Time: 1:00 p.m.

27 Place: Esquire Deposition Solutions, 2300 W. Sahara Avenue, Suite 700, Las Vegas,  
 28





**EXHIBIT "A"**

**SECTION I**

**DEFINITIONS**

As used below whether in the singular or plural the uppercase words and phrases are defined as follows:

- (A) "ACCOUNTING STATEMENT(S)" shall mean and include, income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and other WRITINGS used or relied upon to prepare either (i) one or more of the foregoing or (ii) tax returns.
- (B) "BIDSAL GROUP" shall mean and include Shawn Bidsal or West Coast Investments, Inc, or any of their agents or employees including any attorneys representing either of them, and Henry Manabat.
- (C) "CLA GROUP" shall mean and include CLA Properties, LLC, ("CLA") or Ben Golshani or Lita Remoroza.
- (D) "EXACT DUPLICATE" shall mean a duplicate or copy upon which no word, date, numbering, signature, initial, stamp, e-mail or fax notation or other marking appears or is heard that does not appear or sound in the same clarity and color as on or in that of which it is a duplicate or copy.
- (E) "GREEN VALLEY" shall mean Green Valley Commerce, LLC.
- (F) "WRITING(S)" shall mean and include (i) all writings, emails, faxes, texts, notes, memoranda, letters, statements, COMMUNICATIONS, compilations, drawings, graphs, charts, photographs, sound recordings, notes, images, and any other method of communication, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, (ii) for the purposes hereof each WRITING which appears similar or identical to another WRITING shall be considered and treated as a separate WRITING unless it is an EXACT DUPLICATE, but that which is affixed to an e-mail shall not be considered an EXACT DUPLICATE, but rather must be produced even if it is produced separately from that e-mail.
- (G) The terms "RELATING TO" or "RELATED TO" shall mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists of, or is in any way logically associated with or connected to.
- (H) "REFLECT", "REFLECTS", "REFLECTING", "MENTION" or "MENTIONS" shall mean to: show, evidence, constitute, mention, refer to, or discuss, without any limitations as to time.
- (I) "YOU" or "YOUR" shall mean Clifton Larson Allen, Jim Main and any other partner, employee of Clifton Larson Allen".
- (j) "COMMUNICATION(S)" shall mean any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

## **SECTION II**

### **DOCUMENT REQUESTS**

**UNLESS SEPARATELY STATED, THE TIME PERIOD FOR PRODUCTION SHALL BE FROM JANUARY 1, 2011 TO THE DATE OF PRODUCTION**

1. All WRITINGS YOU sent to or received from, or on behalf of, GREEN VALLEY, BIDSAL GROUP or CLA GROUP RELATED TO (i) GREEN VALLEY or (ii) the arbitrations between Shawn Bidsal and CLA, including this current arbitration.
2. Each tax return, and all drafts thereof, for GREEN VALLEY.
3. Each ACCOUNTING STATEMENT, and all drafts thereof, for GREEN VALLEY.
4. Each WRITING used or relied upon by YOU to (a) prepare a tax return or ACCOUNTING STATEMENT for GREEN VALLEY, (b) make an accounting entry in the books or records for GREEN VALLEY or (c) calculate or determine the amount to be distributed to one or both members of GREEN VALLEY.
5. Each WRITING RELATING TO or which MENTIONS any calculation of the amount that should be paid by one GREEN VALLEY member to the other member for the latter's membership interest in GREEN VALLEY.
6. All WRITINGS RELATING TO GREEN VALLEY'S sale(s) of parts of its property.
7. All of YOUR time records and invoices RELATING TO GREEN VALLEY.
8. All WRITINGS constituting or RELATING TO COMMUNICATIONS between YOU on the one hand and any member of the BIDSAL GROUP on the other, RELATING TO GREEN VALLEY, including without limitation the calculation of distributions to made to the members of GREEN VALLEY.
9. All WRITINGS received by YOU from the BIDSAL GROUP RELATING TO GREEN VALLEY or the CLA GROUP.
10. All WRITINGS sent by YOU to the BIDSAL GROUP RELATING TO GREEN VALLEY or the CLA GROUP.
11. Without limiting the foregoing YOUR entire files RELATING TO GREEN VALLEY or the CLA GROUP.

# **Exhibit “2”**

# **Exhibit “2”**

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

5  
 6 Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 7 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 9 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
 10 *Attorneys for Respondent/Counterclaimant*  
 11 *CLA Properties, LLC*

12  
 13  
 14 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

15 Claimant/Counter-Respondent

16 v.

**SUBPOENA DUCES TECUM –**  
**JIM MAIN**

17  
 18 CLA PROPERTIES, LLC, a California  
 limited liability company,

19 Respondent/Counterclaimant  
 20  
 21

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
 23 following date, time, and place:

24 Date: July 9, 2020

25 Time: 10:00 a.m.

26 Place: Esquire Deposition Solutions, 2300 W. Sahara Avenue, Suite 700, Las Vegas,  
 27 Nevada 89102.  
 28

**CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed in contempt of the court.

DATED: \_\_\_\_\_

**EXHIBIT "A"**

**DEFINITIONS**

As used below whether in the singular or plural the uppercase words and phrases are defined as follows:

(A) "ACCOUNTING STATEMENT(S)" shall mean and include, income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and other WRITINGS used or relied upon to prepare either (i) one or more of the foregoing or (ii) tax returns.

(B) "BIDSAL GROUP" shall mean and include Shawn Bidsal or West Coast Investments, Inc., or any of their agents or employees including any attorneys representing either of them, and Henry Manabat.

(C) "CLA GROUP" shall mean and include CLA Properties, LLC, ("CLA") or Ben Golshani or Lita Remoroza.

(D) "EXACT DUPLICATE" shall mean a duplicate or copy upon which no word, date, numbering, signature, initial, stamp, e-mail or fax notation or other marking appears or is heard that does not appear or sound in the same clarity and color as on or in that of which it is a duplicate or copy.

(E) "GREEN VALLEY" shall mean Green Valley Commerce, LLC.

(F) "WRITING(S)" shall mean and include (i) all writings, emails, faxes, texts, notes, memoranda, letters, statements, COMMUNICATIONS, compilations, drawings, graphs, charts, photographs, sound recordings, notes, images, and any other method of communication, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, (ii) for the purposes hereof each WRITING which appears similar or identical to another WRITING shall be considered and treated as a separate WRITING unless it is an EXACT DUPLICATE, but that which is affixed to an e-mail shall not be considered an EXACT DUPLICATE, but rather must be produced even if it is produced separately from that e-mail.

(G) The terms "RELATING TO" or "RELATED TO" shall mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists of, or is in any way logically associated with or connected to.

(H) "REFLECT", "REFLECTS", "REFLECTING", "MENTION" or "MENTIONS" shall mean to: show, evidence, constitute, mention, refer to, or discuss, without any limitations as to time.

(I) "YOU" or "YOUR" shall mean the deponent in his individual capacity and as a partner/employee of Clifton Larson Allen.

(J) "COMMUNICATION(S)" shall mean any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

**DOCUMENT REQUESTS**

**UNLESS SEPARATELY STATED, THE TIME PERIOD FOR PRODUCTION SHALL BE FROM JANUARY 1, 2011 TO THE DATE OF PRODUCTION**

1. All WRITINGS YOU sent to or received from, or on behalf of, GREEN VALLEY, BIDSAL GROUP or CLA GROUP RELATED TO (i) GREEN VALLEY or (ii) the arbitrations between Shawn Bidsal and CLA, including this current arbitration.

- 1
- 2       2.     Each tax return, and all drafts thereof, for GREEN VALLEY.
- 3
- 4       3.     Each ACCOUNTING STATEMENT, and all drafts thereof, for GREEN VALLEY.
- 5
- 6       4.     Each WRITING used or relied upon by YOU to (a) prepare a tax return or ACCOUNTING STATEMENT for GREEN VALLEY, (b) make an accounting entry in the books or records for GREEN VALLEY or (c) calculate or determine amount to be distributed to one or both members of GREEN VALLEY.
- 7
- 8       5.     Each WRITING RELATING TO or which MENTIONS any calculation the amount that should be paid by one GREEN VALLEY member to the other member for the latter's membership interest in GREEN VALLEY.
- 9
- 10      6.     All WRITINGS RELATING TO GREEN VALLEY'S sale(s) of parts of its property.
- 11
- 12      7.     All of YOUR time records and invoices RELATING TO GREEN VALLEY.
- 13
- 14      8.     All WRITINGS constituting or RELATING TO COMMUNICATIONS between YOU on the one hand and any member of the BIDSAL GROUP on the other, RELATING TO GREEN VALLEY, including without limitation the calculation of distributions to made to the members of GREEN VALLEY.
- 15
- 16      9.     All WRITINGS received by YOU from the BIDSAL GROUP RELATING TO GREEN VALLEY or the CLA GROUP.
- 17
- 18      10.    All WRITINGS sent by YOU to the BIDSAL GROUP RELATING TO GREEN VALLEY or the CLA GROUP.
- 19
- 20      11.    Without limiting the foregoing YOUR entire files RELATING TO GREEN VALLEY or the CLA GROUP.
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

# **Exhibit “3”**

# **Exhibit “3”**



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](mailto: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](mailto: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.

**SUBPOENA DUCES TECUM -**  
**PERSON MOST KNOWLEDGEABLE,**  
**CLIFTON LARSON ALLEN**

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

23 Respondent/Counterclaimant

24 **PERSON MOST KNOWLEDGEABLE, CLIFTON LARSON ALLEN**

25 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
 26 following date, time, and place:

27 Date: July 10, 2020

28 Time: 10:00 a.m.

1 Place: Esquire Deposition Solutions, 2300 W. Sahara Avenue, Suite 700, Las Vegas,  
2 Nevada 89102.

3 **THE PERSON MOST KNOWLEDGEABLE** shall be required to testify about the  
4 subject matters listed on Exhibit "A" hereto.

5 **YOU ARE FURTHER ORDERED** to bring with you at the time of your appearance the  
6 books, documents, or tangible things attached on Exhibit "B" hereto that are in your possession,  
7 custody, or control. All documents shall be produced as they are kept in the usual course of  
8 business or shall be organized and labels to correspond with the categories listed.

9 **WITNESS FEES:** You are entitled to witness fees and mileage traveled. This Subpoena  
10 must be accompanied by the fees for one day's attendance and mileage, unless issued on behalf of  
11 the State or a State agency.

12 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served  
13 upon that person may be deemed a contempt of the court.

14  
15  
16  
17 DAVID WALL, JUDGE RET., ARBITRATOR

18  
19 DATED: \_\_\_\_\_  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "A"**

**THE PERSON MOST KNOWLEDGEABLE is required to testify about the following subject matters:**

1. Accounting method for GREEN VALLEY both for taxes and otherwise.
2. Communications between YOU and any of the BIDSAL GROUP and the CLA GROUP, including any of their agents or attorneys, concerning or RELATED TO GREEN VALLEY, including any accounting issues.
3. For each distribution by GREEN VALLEY to one or both of its members the calculation and determination of amount to be distributed to one or both members.
4. Preparation of each ACCOUNTING STATEMENT including income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and each tax return for GREEN VALLEY.
5. Price to be paid for transfer of one GREEN VALLEY member to the other member for the latter's membership interest in GREEN VALLEY.
6. Interpretation of provisions of Operating Agreement for GREEN VALLEY applicable to the purchase of one member's membership interest in GREEN VALLEY by the other.
7. Accounting issues RELATED TO GREEN VALLEY sale of part of its property.
8. Each entry to the capital account of each member of GREEN VALLEY, and the basis therefor.
9. The calculation of net income under the operating agreement of GREEN VALLEY for both taxes and otherwise.

**EXHIBIT "B"****SECTION I****DEFINITIONS AND INSTRUCTIONS**

As used below whether in the singular or plural the uppercase words and phrases are defined as follows:

(A) "ACCOUNTING STATEMENT(S)" shall mean and include, income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and other WRITINGS used or relied upon to prepare either (i) one or more of the foregoing or (ii) tax returns.

(B) "BIDSAL GROUP" shall mean and include Shawn Bidsal or West Coast Investments, Inc., or any of their agents or employees including any attorneys representing either of them, and Henry Manabat.

(C) "CLA GROUP" shall mean and include CLA Properties, LLC, ("CLA") or Ben Golshani or Lita Remoroza.

(D) "EXACT DUPLICATE" shall mean a duplicate or copy upon which no word, date, numbering, signature, initial, stamp, e-mail or fax notation or other marking appears or is heard that does not appear or sound in the same clarity and color as on or in that of which it is a duplicate or copy.

(E) "GREEN VALLEY" shall mean Green Valley Commerce, LLC.

(F) "WRITING(S)" shall mean and include (i) all writings, emails, faxes, texts, notes, memoranda, letters, statements, COMMUNICATIONS, compilations, drawings, graphs, charts, photographs, sound recordings, notes, images, and any other method of communication, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, (ii) for the purposes hereof each WRITING which appears similar or identical to another WRITING shall be considered and treated as a separate WRITING unless it is an EXACT DUPLICATE, but that which is affixed to an e-mail shall not be considered an EXACT DUPLICATE, but rather must be produced even if it is produced separately from that e-mail.

(G) The terms "RELATING TO" or "RELATED TO" shall mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists of, or is in any way logically associated with or connected to.

(H) "REFLECT", "REFLECTS", "REFLECTING", "MENTION" or "MENTIONS" shall mean to: show, evidence, constitute, mention, refer to, or discuss, without any limitations as to time.

(I) "YOU" or "YOUR" shall mean Clifton Larson Allen, Jim Main and any other partner, employee of Clifton Larson Allen".

(J) "COMMUNICATION(S)" shall mean any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

1 **DOCUMENT REQUESTS**

2 **UNLESS SEPARATELY STATED, THE TIME PERIOD FOR PRODUCTION SHALL**  
3 **BE FROM JANUARY 1, 2011 TO THE DATE OF PRODUCTION**

4 1. All WRITINGS YOU sent to or received from, or on behalf of, GREEN  
5 VALLEY, BIDSAL GROUP or CLA GROUP RELATED TO (i) GREEN VALLEY or (ii) the  
6 arbitrations between Shawn Bidsal and CLA, including this current arbitration.

7 2. Each tax return, and all drafts thereof, for GREEN VALLEY.

8 3. Each ACCOUNTING STATEMENT, and all drafts thereof, for GREEN  
9 VALLEY.

10 4. Each WRITING used or relied upon by YOU to (a) prepare a tax return or  
11 ACCOUNTING STATEMENT for GREEN VALLEY, (b) make an accounting entry in the  
12 books or records for GREEN VALLEY or (c) calculate or determine amount to be distributed to  
13 one or both members of GREEN VALLEY.

14 5. Each WRITING RELATING TO or which MENTIONS any calculation the  
15 amount that should be paid by one GREEN VALLEY member to the other member for the  
16 latter's membership interest in GREEN VALLEY.

17 6. All WRITINGS RELATING TO GREEN VALLEY'S sale(s) of parts of its  
18 property.

19 7. All of YOUR time records and invoices RELATING TO GREEN VALLEY.

20 8. All WRITINGS constituting or RELATING TO COMMUNICATIONS between  
21 YOU on the one hand and any member of the BIDSAL GROUP on the other, RELATING TO  
22 GREEN VALLEY, including without limitation the calculation of distributions to made to the  
23 members of GREEN VALLEY.

24 9. All WRITINGS received by YOU from the BIDSAL GROUP RELATING TO  
25 GREEN VALLEY or the CLA GROUP.

26 10. All WRITINGS sent by YOU to the BIDSAL GROUP RELATING TO GREEN  
27 VALLEY or the CLA GROUP.

28 11. Without limiting the foregoing YOUR entire files RELATING TO GREEN  
VALLEY or the CLA GROUP.

# **Exhibit “4”**

# **Exhibit “4”**

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

Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
*Attorneys for Respondent/Counterclaimant*  
*CLA Properties, LLC*

SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

Claimant/Counter-Respondent

v.

CLA PROPERTIES, LLC, a California  
 limited liability company,

Respondent/Counterclaimant

**NOTICE OF DEPOSITION**  
**OF SHAWN BIDSAL**

**AND**  
**REQUEST FOR PRODUCTION**  
**OF DOCUMENTS**

PLEASE TAKE NOTICE that on July 13, 2020, at the hour of 10:00 a.m. at the Law  
 Offices of Rodney T. Lewin, APC, 8665 Wilshire Blvd., Suite 210, Beverly Hills, California,  
 90211; telephone (310) 659-6771, Respondent/Counterclaimant CLA Properties, LLC will take  
 the deposition of **Shawn Bidsal** upon oral examination before a notary public, or before some  
 other officer authorized by law to administer oaths. Said deposition shall continue day to day

///

1 until completed.

2           **YOU ARE FURTHER REQUESTED TO PRODUCE WITH YOU AT THE TIME**  
3 **OF YOUR DEPOSITION**, the books, documents, or tangible things attached on Exhibit "A"  
4 hereto in your possession, custody or control. All documents should be produced as they are  
5 kept in the usual course of business or should be organized and labeled to correspond with the  
6 categories listed.  
7

8           DATED this 11<sup>th</sup> day of June, 2020  
9

10           LEVINE & GARFINKEL

11  
12 By: 

Louis E. Garfinkel, Esq.  
Nevada Bar No. 3416  
1671 W. Horizon Ridge Pkwy, Suite 230  
Henderson, NV 89012  
Tel: (702) 673-1612/Fax: (702) 735-2198  
Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

16           - And -

17  
18 Rodney T. Lewin, Esq.  
CAL.SBN. 71664  
Law Offices of Rodney T. Lewin, APC  
A Professional Corporation  
8665 Wilshire Boulevard, Suite 210  
Beverly Hills, California 90211  
21 (310) 659-6771  
Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
22 *Attorneys for Respondent/Counterclaimant*  
23 *CLA Properties, LLC*  
24  
25  
26  
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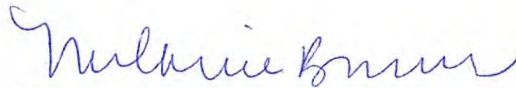
**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 11<sup>th</sup>  
day of June, 2020, I caused the foregoing **NOTICE OF DEPOSITION OF SHAWN  
BIDSAL AND REQUEST FOR PRODUCTION OF DOCUMENTS** 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



Melanie Bruner, an Employee of  
LEVINE & GARFINKEL

**EXHIBIT "A"**

**SECTION I**

**DEFINITIONS**

As used below whether in the singular or plural the uppercase words and phrases are defined as follows:

(A) "ACCOUNTING STATEMENT(S)" shall mean and include, income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and other WRITINGS used or relied upon to prepare either (i) one or more of the foregoing or (ii) tax returns.

(B) "BIDSAL GROUP" shall mean and include Shawn Bidsal or West Coast Investments, Inc, or any of their agents or employees including any attorney s representing either of them, and Henry Manabat.

(C) "CLA GROUP" shall mean and include CLA Properties, LLC, ("CLA") or Ben Golshani or Lita Remoroza.

(D) "EXACT DUPLICATE" shall mean a duplicate or copy upon which no word, date, numbering, signature, initial, stamp, e-mail or fax notation or other marking appears or is heard that does not appear or sound in the same clarity and color as on or in that of which it is a duplicate or copy.

(E) "GREEN VALLEY" shall mean Green Valley Commerce, LLC.

(F) "WRITING(S)" shall mean and include (i) all writings, emails, faxes; texts, notes, memoranda, letters, statements, COMMUNICATIONS, compilations, drawings, graphs, charts, photographs, sound recordings, notes, images, [not sure why you shortened my laundry list, but I did not check to see exactly what you deleted] and any other method of communication, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, (ii) for the purposes hereof each WRITING which appears similar or identical to another WRITING shall be considered and treated as a separate WRITING unless it is an EXACT DUPLICATE, but that which is affixed to an e-mail shall not be considered an EXACT DUPLICATE, but rather must be produced even if it is produced separately from that e-mail.

(G) The terms "RELATING TO" or "RELATED TO" shall mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists of, or is in any way logically associated with or connected to.

(H) "REFLECT", "REFLECTS", "REFLECTING", "MENTION" or "MENTIONS" shall mean to: show, evidence, constitute, mention, refer to, or discuss, without any limitations as to time.

(I) "YOU" or "YOUR" shall mean the deponent.

(J) "COMMUNICATION(S)" shall mean any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

## DOCUMENT REQUESTS

UNLESS SEPARATELY STATED, THE TIME PERIOD FOR PRODUCTION SHALL BE FROM JANUARY 1, 2011 TO THE DATE OF PRODUCTION

- APPENDIX (PX)003278**

# **Exhibit “5”**

# **Exhibit “5”**

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

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

*Attorneys for Claimant*

### JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited  
liability company,

Respondent.

**Reference #:1260005736**

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

Date: July 7, 2020

Time: 9:30am

### **NOTICE OF DEPOSITION OF BENJAMIN GOLSHANI**

TO: BENJAMIN GOLSHANI; and

TO: LEVINE & GARFINKEL and THE LAW OFFICES OF RODNEY T. LEWIN, his Attorneys:

PLEASE TAKE NOTICE that Claimant SHAWN BIDSAL ("**Bidsal**"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, will take the deposition of **BENJAMIN GOLSHANI** on **July 7, 2020 at 9:30 a.m.** at the offices of **Smith & Shapiro, PLLC, 3333 E. Serene Ave., Suite 130, Henderson, Nevada 89074, (702) 318-5033**. Said deposition shall continue from day to day until completed.

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The deposition will be held before a Notary Public, or before some other officer authorized by law to administer oaths. Said oral examination may be video-taped. You are invited to attend and cross-examine.

DATED this 19<sup>th</sup> 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 19<sup>th</sup> day of June, 2020, I served a true and correct copy of the forgoing **NOTICE OF DEPOSITOIN OF BENJAMIN GOLSHANI**, by emailing a copy of the same to:

<b>Individual:</b>	<b>Email address:</b>	<b>Role:</b>
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

# **EXHIBIT 215**

# LEVINE & GARFINKEL

ATTORNEYS AT LAW

IRA S. LEVINE †\*  
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June 29, 2020

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**VIA EMAIL: [dwall@jamsadr.com](mailto:dwall@jamsadr.com)**

Honorable David Wall, Arbitrator  
JAMS  
3800 Howard Hughes Pkwy, 11<sup>th</sup> Floor  
Las Vegas, NV 89169

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

**CLA PROPERTIES, LLC'S OPPOSITION TO EMERGENCY MOTION TO QUASH  
SUBPOENAS AND FOR PROTECTIVE ORDER**

Dear Judge Wall:

This serves as CLA Properties, LLC's ("CLA") opposition to Shawn Bidsal's ("Bidsal") Emergency Motion to Quash Subpoenas and for Protective Order (the "Motion").

**A. STATEMENT OF FACTS**

On or about February 7, 2020, Bidsal filed his Demand for Arbitration (the "Demand") with JAMS. Accordingly to the Demand, "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 purchase price and proper accounting of services each member provided to the company."

On or about March 4, 2020, CLA filed its Answer and Counterclaim with JAMS, which was amended on June \_\_, 2020. CLA denied liability, and further sought, among other things:

(i) an accounting of the distributions made to Mr. Bidsal;

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(ii) an order that no further distributions be made to Mr. Bidsal pending the resolution of his appeal;

(iii) an order resolving the dispute regarding day to day management of Green Valley and its properties by removing Mr. Bidsal as the day to day manager of Green Valley and its Properties, and that the day to day management of Green Valley and its Properties, and Green Valley's books, records and bank accounts, be turned over to CLA and/or Ben Golshani with the right to engage an independent third party management company selected by Ben Golshani to manage the Properties;

(iv) an order determining the amount to be paid by CLA for Mr. Bidsal's membership interest in Green Valley based upon the predicate that Mr. Bidsal's appeal is denied;

(v) an order that CLA be allowed to offset against the amount to be paid Mr. Bidsal for his membership interest in Green Valley (a) the amount of distributions received by Mr. Bidsal from and after the earlier of September 2, 2017 or the date that CLA's purchase of Mr. Bidsal's membership interest should have closed.

.After the appointment of the Arbitrator, a Preliminary Arbitration Conference was held on April 16, 2020. As a result of the conference, counsel agreed that they would confer regarding the scope of discovery, motion practice, deadlines, etc.

Following the Preliminary Arbitration Conference, James Shapiro, Rod Lewin, and Louis Garfinkel exchanged multiple e-mails and spoke on April 22, 24, and 29, 2020. As part of the communications, counsel exchanged preliminary witness lists. Both Bidsal and CLA identified Jim Main as a witness, and CLA also identified the person most knowledgeable of Clifton Larson Allen. Copies of pertinent e-mails are attached as Exhibit "A". Not once during the

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exchange of e-mails and discussions did Mr. Shapiro indicate that the parties would be precluded from subpoenaing non-parties during discovery.

On April 30, 2020, the Arbitrator conducted a second Preliminary Arbitration Conference. On May 1, 2020, the Arbitrator issued his Report Of Preliminary Arbitration Conference And Scheduling Order (the "Report"). A copy of the Report is attached as Exhibit "B".

During the second Preliminary Arbitration Conference on April 30, 2020, both Bidsal and CLA agreed that the matter would be conducted in accordance with JAMS Comprehensive Arbitration Rules. See Exhibit "B", pp1-2. Section 1 of the Report states "The Arbitration in this matter will be conducted in accordance with JAMS Comprehensive Arbitration Rules. Although the Expedited Procedures pursuant to JAMS Comprehensive Arbitration Rules 16.1 and 16.2 were selected in the Demand for Arbitration, the parties have agreed to forego the use of the Expedited Procedures in favor of the Scheduling Order as set forth below...." Rule 21 of the JAMS Comprehensive Arbitration Rules expressly states "The Arbitrator may issue subpoenas for the attendance of witnesses and production of documents either prior to or at the Hearing pursuant to this Rule or Rule 19(c)."

Further, Section 2 of the Report issued by the Arbitrator states that while the Operating Agreement provides that no pre-arbitration discovery shall be permitted, the parties agree to permit discovery including "Depositions of pertinent witnesses, including expert witnesses, but no deposition shall be noticed to occur before June 1, 2020...."

Thus, the parties agreed that the Arbitrator may issue subpoenas for the attendance of witnesses and production of documents prior to the Arbitration Hearing.

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On June 11, 2020, CLA noticed that following depositions: (1) Custodian of Records of Clifton Larson Allen (“COR”) - - July 6, 2020 at 1:00 p.m.; (2) Jim Main (“Main”) - - July 9, 2020 at 10:00 a.m.; (3) Person Most Knowledgeable of Clifton Larson Allen (“PMK”) - - July 10, 2020 at 10:00 a.m.; and (4) Shawn Bidsal - - July 30, 2020 at 10:00 a.m.. The deposition notices of the COR, Main and PMK were accompanied by proposed Subpoenas Duces Tecum requesting the production of relevant documents at the depositions. Further, the Bidsal notice of deposition included a Request for Production of Documents. Copies of the notices of depositions are attached as Exhibit “C”.

On June 15, 2020, the Arbitrator signed the Subpoenas, which have been served on the deponents.

On June 19, 2020, Mr. Shapiro sent correspondence to Mr. Lewin and Mr. Garfinkel advising that there were certain items that needed to be addressed relating to the depositions that were noticed on June 11, 2020. Specifically, Mr. Shapiro addressed the third-party depositions, CLA’s deposition notices, and Bidsal’s deposition notice of deposition of Ben Golshani, which was enclosed with his e-mail. A copy of Mr. Shapiro’s email is attached as Exhibit “D”.

On June 24, 2020, CLA responded to Mr. Shapiro’s June 19, 2020 e-mail. A copy of the response is attached as Exhibit “E”.

On June 25, 2020, Mr. Shapiro and Mr. Lewin met and conferred, and on June 25, 2020, Bidsal filed the present Motion.

For the reasons set forth below, the Motion should be denied in its entirety.

**B. ARGUMENT**

**1. The Subpoenas Duces Tecum Were Properly Issued By The Arbitrator.**

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The Motion first argues that the Arbitrator is not authorized to issue pre-hearing subpoenas. Specifically, Bidsal claims that under the Operating Agreement the arbitration is governed by the FAA, and then cites CVS Health Corp. v. VIVIDUS, LLC, 878 F.3d 703 (9<sup>th</sup> Cir. 2017). Bidsal cites CVS for the proposition that an arbitrator does not have the authority to compel a third-party witness to appear for a deposition or be subject to a subpoena duces tecum before the arbitration hearing. Bidsal's reading of CVS is too broad - - the CVS court held that the FAA does not grant arbitrators the right to order third parties to produce documents prior to an arbitration hearing. Thus, under CVS, an arbitrator can require a non-party to appear at a deposition prior to an arbitration hearing but cannot be required to produce documents.

Regardless, Bidsal is estopped and or waived his right to argue that the Arbitrator is not authorized to issue pre-arbitration subpoenas.

As discussed above, after the first Preliminary Arbitration Conference, counsel for the parties exchanged e-mails and spoke on the phone multiple times regarding discovery. Not once during those communications did Mr. Shapiro indicate that Bidsal was taking the position that the parties would be precluded from subpoenaing non-parties during discovery.

Indeed, at the second Preliminary Arbitration Conference on April 30, 2020, the parties agreed that the matter would be conducted in accordance with JAMS Comprehensive Arbitration Rules. Rule 21 of the JAMS Comprehensive Arbitration Rules expressly states "The Arbitrator may issue subpoenas for the attendance of witnesses or the production of documents either prior to or at the Hearing pursuant to this Rule or Rule 19(c)". Moreover, while the Operating Agreement for Green Valley provides that no pre-arbitration discovery shall be permitted, the

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parties agreed to permit discovery including “depositions of pertinent witnesses, including expert witnesses, but no deposition shall be noticed to occur before June 1, 2020”.

The parties expressly agreed that the JAMS Comprehensive Arbitration Rules would apply and Rule 21 expressly states that an Arbitrator may issue subpoenas for the attendance of witnesses and production of documents prior to the Arbitration Hearing. Further, the parties agreed that pertinent depositions could take place with the only limit being that no deposition could be taken before June 1, 2020.

On June 11, 2020, CLA noticed the depositions of the COR of Clifton Larson Allen, PMK of Clifton Larson Allen, and Jim Main. There is no question that these depositions are “pertinent.” Before the second Pre-Arbitration Conference, the parties exchanged preliminary witness lists and both parties identified Jim Main as a witness and CLA also identified the PMK of Clifton Larson Allen. In mid-May, the parties exchanged their JAMS Rule 17(a) disclosures. Both parties identified Jim Main and the PMK of Clifton Larson Allen as witnesses.

If CLA is not able to obtain pre trial testimony and documents undue time and expense will be incurred by all, including witnesses. Document production will have to be made at the arbitration, and then reviewed will no doubt extend the proceedings for an unduly amount of time and with considerable expense. How is that efficient?

As a final matter, Bidsal proposed that the parties “enter into a stipulation and order stating that no one can call a witness at the Arbitration Hearing if the witness is not made available for deposition in Las Vegas, Nevada, without a subpoena, prior to the discovery cut-off date.” This is absurd. Under this Bidsal's proposal, if a witness, refused to submit to a voluntary deposition in Nevada, no matter where that witness lives or is located, then that witness would be

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barred from testifying. Now perhaps Mr. Shapiro believes that witnesses, particularly in this day with Covik19 restrictions, will look forward to, and volunteer, to subject themselves to appearing and testifying twice in Las Vegas, but CLA does not think so. CLA is under no obligation to agree to such a proposal. CLA believes that this is simply an underhanded way to limit the testimony of witnesses.

In sum, the Subpoenas Duces Tecum were properly issued by the Arbitrator.

**2. The Subpoenas Are Not Overbroad, Require Production Of Relevant Documents, And To The Extent There Is Confidential Information In The Documents, CLA Will Agree To A Protective Order.**

Bidsal first argues that the Subpoenas are overbroad because the definition of the “BIDSAL GROUP” is too broad. Specifically, Bidsal notes that the definition of the “BIDSAL GROUP” includes Shawn Bidsal, West Coast Investments, Inc. or any of their agents or employees including any attorneys representing either of them, and Henry Manabat and claims that because they are not parties that makes the subpoenas overbroad. This argument is without merit. The issue is whether the testimony or documents sought are relevant, or to may lead to the discovery of, relevant evidence. Bidsal attempts to confuse the issue by mixing up who may be compelled to arbitrate, which is not the issue. The issue here is discovery.

Bidsal is the owner of West Coast Investments, Inc.. According to the West Coast website, it is a “full-service real estate investment and development company with expertise ranging from land acquisition to construction to property management. Their primary locations are in Southern California, Nevada and Arizona. West Coast’s President, Shawn Bidsal, has been the owner and operator of commercial real estate since 1996.” Under the website’s “Menu,” there is a heading entitled “Shopping Centers.” Listed under the “Shopping Centers”

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heading are Country Club, Green Valley Commerce Center, and Mission Square. These shopping centers are all owned by Bidsal and CLA, and the Green Valley Commerce Center is owned by Green Valley and at issue in this arbitration. See Exhibit “F”. As the Arbitrator is aware, Bidsal currently manages the day-to-day operations of Green Valley. He does this through his company West Coast. Clearly, to the extent that West Coast and its agents are involved in the management of Green Valley, the information sought is relevant.

Bidsal’s Motion next argues that the time period for the information being sought in the Subpoenas Duces Tecum is overbroad. Bidsal notes that the subpoenas request documents from January 1, 2011 to the present, but Green Valley was not formed until May 26, 2011. Bidsal then argues that the requests are unduly burdensome because CLA is demanding records spanning a 9-year period. According to Bidsal, such documents would be irrelevant.

This argument is also without merit. As mentioned above, the Demand alleges that arbitration is necessary to resolve disagreements between the members relating to the proper accounting associated with each member’s interest, which includes proper calculations of each member’s capital accounts, proper calculations of the purchase price, and the proper accounting of services each member provided to the company. Bidsal’s counsel has indicated that with respect to the calculation of the proper purchase price, the parties need to take into consideration the sale of some of Green Valley’s properties. According to Bidsal, on September 10, 2012, November 14, 2014, and September 4, 2015, Green Valley’s properties were sold. Based on the fact that Bidsal’s claim involves calculation of the member’s capital accounts, calculation of the purchase price which according to Bidsal involves the sale of properties, and an accounting of services each member provided to Green Valley, the time period requested in the subpoenas is

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not overbroad. Based on the relief sought and the issues raised in this matter, the time period January 1, 2011 to the present is appropriate. If there is no pertinent testimony or documents before Green Valley was formed, then there is nothing to produce or testify about.

Finally, Bidsal argues that the document requests should be limited because they seek information which is not only related to Green Valley, but also documents relating to the “arbitrations between Shawn Bidsal and CLA, including this current arbitration.” Jim Main and Clifton Larson Allen has been the accountant for Green Valley since its inception along with other entities that Bidsal and CLA have membership interests in. To the extent that Mr. Bidsal and his agents have been communicating with Mr. Main and/or other representatives of Clifton Larson Allen, such information is relevant and fair game.

And the subject matter of this arbitration and the first arbitration is related: the buyout of Bidsal’s membership interest in Green Valley.

None of the information sought, whether by testimony or documents are irrelevant or privileged. The Arbitrator should deny Bidsal’s request for protective order.

### **3. Depositions.**

On June 11, 2020, CLA noticed the deposition of Shawn Bidsal for July, 13, 2020 in Los Angeles. The Bidsal deposition was noticed after the COR of Clifton Larson Allen, PMK of Clifton Larson Allen, and Main, so CLA’s counsel would have the benefit of the information/documents provided by those deponents. CLA’s notice to Bidsal also requested that he produce certain documents at this deposition. On June 19, 2020, Mr. Shapiro indicated that he was not available on July 13, and at the same time attempted to cut in front of Bidsal’s deposition by noticing Ben Golshani’s deposition for July 7, 2020 in Las Vegas, Nevada.

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The first issue raised by the Motion with respect to the depositions is the situs of the Bidsal and Golshani depositions. According to the Motion, both depositions should take place in Las Vegas, Nevada. However, both Bidsal and Golshani are residents of Los Angeles, California, as is Mr. Bidsal's primary business West Coast. Rodney Lewin who will conduct Bidal's deposition well as defend Mr. Golshani is also located in Los Angeles. Based on the fact that both Bidsal and Golshani reside in Los Angeles, California the depositions should take place in Los Angeles.

The last issue raised by the Motion is the order of the depositions. As discussed above, CLA noticed Bidsal's deposition first for July 13, 2020, and eight (8) days later on June 19, 2020 Bidsal cut in front of CLA and noticed Golshani's deposition for July 7, 2020. The Arbitrator should not permit Bidsal to cut in front and take Golshani's deposition first. The order of the depositions should be maintained and Mr. Bidsal's should proceed first, then Golshani. We have already agreed with Mr. Shapiro to continue the depositions to accommodate his unavailability until August; both depositions should proceed then.

### **C. CONCLUSION**

For the above reasons, the Motion should be denied in its entirety.

Sincerely,

Louis E. Garfinkel, Esq.

LEG/mb

Attachments

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

Doug Gerrard, Esq. (via email - [dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))

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June 29, 2020

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Rod Lewin, Esq. (via email – [rod@rtlewin](mailto:rod@rtlewin))

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# **EXHIBIT 216**



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

June 30, 2020

Via email only: [dwall@jamsadr.com](mailto:dwall@jamsadr.com)

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

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

**REPLY TO OPPOSITION TO MOTION TO QUASH SUBPOENAS AND FOR PROTECTIVE ORDER**

Dear Judge Wall:

We are in receipt of CLA's Opposition (the "**Opposition**") to Bidsal's Emergency Motion to Quash Subpoenas and for Protective Order (the "**Motion**"). While most of the issues raised by CLA can be addressed during oral arguments at the hearing tomorrow, there are some fundamental issues that need to be raised relating to the subpoenas.

In its Opposition, CLA argues that because the parties agreed that the JAMS Comprehensive Arbitration Rules would apply, that subpoenas are allowed. However, there is a logical flaw in this argument. JAMS does not have any authority to issue a subpoena to a third party. That authority must come from statute. In this case, the authority to issue subpoenas can only come from the FAA. Put another way, the FAA provides the authority to conduct the arbitration, while the JAMS rules provide the procedure by which the arbitration will be conducted. Because JAMS does not have any inherent authority to issue third-party subpoenas, the JAMS rules alone are insufficient to authorize the issuance of third-party subpoenas.

Further, CLA argues that CVS Health Corp. v. VIVIDUS, LLC, 878 F.3d 703 (9<sup>th</sup> Cir., 2017) only prohibits subpoenas that require the production of documents. CLA provides no legal authority that supports this narrow view and for good reason. The Second, Third, Ninth and Eleventh Circuits have all concluded otherwise. Specifically, under the FAA, an arbitrator's authority is necessarily limited to the issuance of subpoenas to compel attendance at the arbitration hearing. See Managed Care Advisory Grp., LLC v. Cigna Healthcare, Inc., 939 F.3d 1145, 1159-1160 (11<sup>th</sup> Cir., 2019) ("After analyzing these cases, we agree with the Second, Third, Fourth, and Ninth Circuits and hold that the plain language of the statute is unambiguous in requiring witnesses to appear before an arbitrator and bring any documents with them, thus prohibiting pre-hearing discovery from non-parties. ... Accordingly, we conclude that 9 U.S.C. § 7 **does not permit pre-hearing depositions and discovery from non-parties.**") (emphasis added). If an Arbitrator's authority is limited to subpoenas to compel attendance at the arbitration hearing, it logically follows that subpoenas for pre-hearing discovery are not within the authority granted by the FAA.

smithshapiro.com

J:\17321\002.Arbitration (2020)\Motions\Motion to Quash Subpoenas (Bidsal) [2020-06-30] Subpoena (Bidsal) (2020-06-30)

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The Honorable David Wall (Ret.)  
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Finally, CLA argues that Bidsal has waived his right to object to the issuance of pre-hearing subpoenas. However, this argument misses the point. *First*, there has been no waiver. Agreeing to conduct discovery according to the controlling authority is in no way a waiver of any rights. *Second*, as outlined above, we agreed to use the procedures for discovery as outlined in JAMS rules, but JAMS lacks the inherent authority to issue subpoenas. Thus, JAMS must rely upon the FAA for its authority, but the FAA does not vest JAMS with the authority to issue the requested subpoenas. If the Arbitrator issues subpoenas, any one of the third-party deponents can refuse to appear and then point out that the subpoena was invalid. This creates a scenario where some of the subpoenaed deponents will appear, while some will not, creating an unpredictable, uneven and unfair playing field for both CLA and Bidsal. It would come down to the luck of the draw as to which third-party deponents appeared for their depositions and which ones did not. This is no way to conduct a fair and impartial arbitration.

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 217**

HON. DAVID T. WALL (Ret.)  
 JAMS  
 3800 Howard Hughes Pkwy., 11<sup>th</sup> 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 PENDING MOTIONS**

During the Pre-Arbitration Conference conducted telephonically in two sessions on April 16, 2020 and April 30, 2020, the parties agreed to include in the Scheduling Order a briefing schedule for a motion to be filed by Respondent CLA to remove Claimant as the day to day property manager. On May 20, 2020, Respondent timely filed a Motion to Resolve Member Dispute Re: Which Manager Should be Day to Day Manager. Claimant filed a timely Opposition on June 10, 2020, and Respondent filed a timely Reply brief on June 24, 2020. On June 25, 2020, Claimant filed an Emergency Motion to Quash Subpoenas and for Protective Order. Respondent filed an Opposition on June 30, 2020, and Claimant filed a Reply brief later on the same day. Both Motions were addressed during a hearing by videoconference on July 1, 2020. Participating were Arbitrator David T. Wall; James E. Shapiro Esq., and Douglas D. Gerrard, Esq., appearing with Claimant Shawn Bidsal; and Rodney T. Lewin, Esq. and Ben Golshani appearing for Respondent. During the hearing, the undersigned Arbitrator requested supplemental briefing on this issue of

whether Respondent had made a valid tender under Nevada law. Claimant filed a timely Supplemental Brief on July 7, 2020, and Respondent filed a timely Supplemental Brief on July 13, 2020.

A. Respondent's Motion to Resolve Member Dispute re: Which Manager Should be Day to Day Manager

By this Motion, Respondent seeks to remove Claimant as day to day manager of Green Valley Commerce, LLC ("GV"), an entity in which Claimant and Respondent each hold a 50% interest. Both parties are managers of GV, but by prior consent only Claimant acts as day to day manager of the entity.

A full recitation of the long procedural history of this matter is not necessary here, but certain historical facts are of import. In July of 2017, Claimant offered to buy Respondent's interest in GV at a particular price pursuant to a "buy-sell" provision in the Operating Agreement. Respondent instead chose to buy Claimant's interest at that price, pursuant to the terms of the buy-sell language. Claimant sought to avoid having to sell his interest at that price, and litigation between the parties ensued. In April of 2019, Respondent prevailed at an arbitration hearing, which determination was upheld and reduced to judgment in December of 2019. An appeal has been filed by Claimant challenging those determinations.

Respondent notes that under virtually any reasonable outcome in the appellate court, Bidsal will be required to sell his interest in GV to Respondent (whether at Bidsal's originally proffered purchase price or based on an alternative calculation of fair market value). As such, Respondent contends that as the "inchoate owner," Respondent should be handling day to day management of GV.



Claimant contends that the appellate court may vacate the prior Arbitration Award and order rehearing of the matter, and that Respondent is not assured of becoming the sole owner/member of GV. Claimant also contends that Respondent is not the inchoate owner of GV since he never actually tendered payment. Both parties also point to the adverse party's deficiencies as a day to day manager, although Respondent has stated an intent to hire a third-party manager upon Claimant's removal as day to day manager.

The instant Arbitration proceeding has been brought to determine a proper accounting of each member's interest for purposes of establishing a purchase price. Respondent filed a Counterclaim which includes a request for removal of Claimant as the day to day manager of GV.

It is the determination of the undersigned Arbitrator, based upon all of the evidence and argument offered by counsel, as well as the applicable legal authority, that Respondent's Motion to Resolve Member Dispute Re: Which Manager Should be Day to Day Manager is hereby DENIED WITHOUT PREJUDICE, based upon the following considerations:

- Although it appears more likely than not that the outcome of the pending appeal will result in a transfer of Claimant's interest in GV to Respondent, such a result is not guaranteed;
- Respondent's request to remove Claimant as day to day manager is one of Respondent's causes of action in the Counterclaim on file herein, and as such is subject to a determination at the Arbitration Hearing scheduled for December of 2020. In the instant Motion, Respondent has outlined deficiencies in Bidsal's performance of his managerial duties which has negatively impacted the entity's financial status. Claimant has denied those allegations, and has proffered information and argument supporting his assertion that remaining as day to day manager is in the best interest of the entity. These are fact-based issues not appropriate for summary adjudication, which the instant Motion essentially

requests. The parties are entitled to conduct discovery and present evidence and argument at the Arbitration Hearing on these issues. Today's denial of this Motion is Without Prejudice, reserving to Respondent the right to present evidence supporting the allegations within the Counterclaim at the Arbitration Hearing to obtain the remedy requested;

- Respondent has not shown, at this procedural juncture, sufficient prejudice to GV to warrant removal of Claimant as day to day manager as an interim or injunctive remedy prior to the Arbitration Hearing on this matter.<sup>1</sup>

**B. Respondent's Motion to Quash Subpoenas and for Protective Order**

On June 11, 2020, Respondent submitted subpoenas for documents from three different representatives of the accounting firm Clifton Larson Allen ("firm") and a deposition subpoena for Claimant. The subpoenas were then issued by the undersigned Arbitrator.

Claimant has challenged the legality of these subpoenas and also claims they are overbroad in scope and therefore seeks to quash.

The Operating Agreement for GV, in Article III, Section 14.1, states that this Arbitration shall be governed by the United States Arbitration Act, 9 USC §1, *et seq.* Section 7 of the Federal Arbitration Act allows the arbitrator to compel the attendance of witnesses (and to bring requested documents) at the Arbitration Hearing but not for pre-hearing depositions. See, CVS Health Corp. v. VIVIDUS, LLC, 878 F.3d 703 (9<sup>th</sup> Cir 2017). Even though the Operating Agreement also provides that the Arbitration shall be "administered by JAMS in accordance with its then prevailing expedited rules," (which allow for the Arbitrator to compel attendance of witnesses and

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<sup>1</sup> Claimant's contention at the motion hearing and in supplemental briefing that Claimant cannot be removed as day to day manager in part because Respondent failed to tender payment for Claimant's interest is without merit, if for no other reason than as a result of the determination by Judge Haberfeld in the prior arbitration that Claimant shall transfer his interest in GV to Respondent.

documents during pre-hearing discovery), federal law in this jurisdiction does not vest the Arbitrator with the authority to enforce such subpoenas in this matter.

It is the determination of the Arbitrator to DEFER this portion of the Motion to Quash for further proceedings should any witness refuse to comply with a subpoena issued by the Arbitrator. As of the date of this hearing, according to counsel, no witness has yet refused to comply with a pre-hearing subpoena. Should that occur, counsel and the Arbitrator will discuss additional remedial measures, such as scheduling a bifurcated Arbitration Hearing with such witness(es) in advance of the currently scheduled Arbitration Hearing. These matters will be addressed on an *ad hoc* basis going forward, with the party seeking enforcement of the subpoena bearing the responsibility to apprise the Arbitrator of any witness refusing to comply with a subpoena for deposition or for the production of documents.

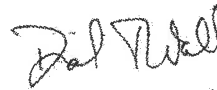
Claimant also avers that some of the subpoenas are overbroad by requesting all documents regarding “the arbitrations between Shawn Bidsal and CLA, including this current arbitration.” To the extent the subpoena can be interpreted to require the production of documents not relevant to the current Arbitration proceedings, the Motion to Quash is hereby GRANTED and such production shall be limited to documents relevant to the current Arbitration proceedings.

Claimant argues that some of the subpoenas are overbroad in asking for documents from January 1, 2011, to present, when GV wasn’t even formed until May of 2011. On this issue, the Motion to Quash is DENIED, and relevant documents dating back to January 1, 2011, shall be produced.

The parties are also dispute the dates and locations for the depositions of Bidsal and Golshani. On June 11, 2020, Respondent noticed the deposition of Bidsal for July 13, 2020. On June 19, 2020, Claimant noticed the deposition of Golshani for July 7, 2020. Neither witness is

available to be deposed on those dates, and counsel have agreed to set new dates but have not agreed on the order of the depositions. It is the determination of the Arbitrator that Bidsal's deposition, which was first in time to be noticed, shall occur before Golshani's deposition. Additionally, it is the determination of the Arbitrator that both of these depositions shall be conducted in California, although the parties may agree on the use of videoconference technology to take the depositions.

Dated: July 20, 2020



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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 July 20, 2020, I served the attached ORDER ON PENDING MOTIONS on the parties in the within action by electronic mail at Las Vegas, NEVADA, addressed as follows:

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3333 E Serene Ave.  
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Parties Represented:  
Shawn Bidsal

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Parties Represented:  
CLA Properties, LLC

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Phone: 310-659-6771  
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Parties Represented:  
CLA Properties, LLC

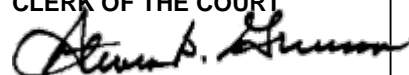
Douglas D. Gerrard Esq.  
Gerrard Cox & Larsen  
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Parties Represented:  
Shawn Bidsal

I declare under penalty of perjury the foregoing to be true and correct. Executed at Las Vegas, NEVADA on July 20, 2020.



Michelle Samaniego  
JAMS  
MSamaniego@jamsadr.com

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Steven D. Grierson  
CLERK OF THE COURT



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Las Vegas Edada

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Attorneys for Movant CLA Properties, LLC

# DISTRICT COURT

## CLARK COUNTY, NEVADA

Case RRC California  
limited liability company

Case No.   
Caption

Movant Respondent in  
arbitration

s

an individual

Respondent Claimant in  
arbitration

**APPENDIX TO MOVANT CLA  
PROPERTIES, LLC'S MOTION TO VACATE  
ARBITRATION AWARD (NRS 38.241) AND  
FOR ENTRY OF JUDGMENT  
(VOLUME 14 OF 18)**

Movant CLA Properties, LLC hereby submits its appendix in support of its

Motion to vacate arbitration award pursuant to NRS and for entry of judgment

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REISMAN SOROKAC  
8965 SOUTH EASTERN AVENUE, SUITE 382  
LAS VEGAS, NEVADA 89123  
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**NOTE REGARDING INCORRECT INDEX**

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

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

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

### OPERATIVE PLEADINGS

App.	PART	EX. No.	DATE	DESCRIPTION
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### FINAL AWARD

**Jams Arbitration No.: 1260044569**

App.	PART	EX. No.	DATE	DESCRIPTION
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### ORDERS

**District Court Clark County, Nevada**

**Case No.: A-19-795188-P**

App.	PART	EX. No.	DATE	DESCRIPTION
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**FINAL AWARD**  
**JAMS Arbitration No.: 1260005736**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interim Award on said all Retritator
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Award on said all Retritator

**EXHIBITS**

App.	PART	EX. No.	DATE	DESCRIPTION [Parenthetical number ( ) is exhibit identification at arbitration hearing]	DATE ADMIT'D	OFF'D/ NOT ADMIT'D
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Agreement for Sale and Purchase of Loan (1)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assignment and Assumption of Agreements (2)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Final Settlement Statement Note Purchase (3)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CC Articles of Organization (4)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CC Operating Agreement (5)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letters Regarding Execution of CC and CC (6)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Declaration of CCs for CC (7)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deed in Lieu of Agreement (8)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Estimated Settlement Statement Deed in Lieu of Agreement (9)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant of Sale Deed (10)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Federal Tax Return (12)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Escrow Closing Statement on Sale of Building (13)	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Distribution of Proceeds from Sale of Building (14)	<input type="checkbox"/>	

## REISMAN SOROKAC

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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Cost <input type="checkbox"/> e <input type="checkbox"/> re <input type="checkbox"/> lation <input type="checkbox"/> tud <input type="checkbox"/> C <input type="checkbox"/> idsal <input type="checkbox"/> (18)	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Letter to C <input type="checkbox"/> Properties <input type="checkbox"/> it <input type="checkbox"/> (29) <input type="checkbox"/> C <input type="checkbox"/> idsal <input type="checkbox"/> (29)	<input type="checkbox"/>	<input type="checkbox"/>
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				letter from idsal to Olsani C R (126)		
				ritration ard C R (136)		
				mail from Olsani to idsal C R (137)		
				mail from Olsani to idsal C R (139)		
				mail Communication eteeen C and C R (153)		
				Claimant's First Supplemental Responses to Respondent's First et o nterrogatories to a n idsal (164)		
				Claimant's Responses to Respondent's it et o R's pon a n idsal (165)		
				Claimant's Responses to Respondent's it et o R's pon a n idsal (166)		
				otes re istri tute Cas uildin C C R (180)		
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				lainti a n idsal's Motion to acate ritration ard (188)		
				notice o ppeal (189)		
				Case ppeal tatement (190)		
				Respondent's Motion or ta endin ppeal (191)		

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LAS VEGAS, NEVADA 89123  
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██████	□	██	██████	Notice of Postin Cas n ieu o ond ███ (193)	██████	
██████	□	██	Undated	M r itration ███ i its ███ ██ ███ ███ ███ ███ Portions o ███ admitted ███ and █ it in ███ (198)	██████	
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### Motion to Replace Bidsal as Manager

App.	PART	EX. No.	DATE	DESCRIPTION
██████	□	██	██████	Respondent's Motion to Resol e Mem er dispute Replace Mana er
██████	□	██	██████	Claimant's pposition Respondent's Motion to Resol e Mem er dispute
██████	□	██	██████	Claimant's Re quest for ral r uments re Respondent's Motion to Resol e Mem er dispute
██████	□	██	██████	Respondent's Repl M s Motion to Resol e Mem er dispute
██████	□	██	██████	Claimant's pplement to pposition to Respondent's Motion to Resol e Mem er dispute
██████	□	██	██████	Respondent's pplement to Motion to Resol e Mem er dispute
██████	□	██	██████	Order n M C and mended c edulin order

### "First Motion to Compel"

App.	PART	EX. No.	DATE	DESCRIPTION
██████	□	██	██████	Respondent's Motion o Compel ns ers to first set o R
██████	□	██	██████	i its to Respondent's Motion to Compel ns ers to first set o R

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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Reply to MFC to 1st Set of RFRs and Counter-motion to 1st Proceeding
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Reply to MFC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Reply to MFC and Reply to Counter-motion to 1st Proceeding
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Respondents Motion to Compel and Amended Scheduling Order

### **Motion No. 3**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Emergency Motion to Quash Subpoenas and for Protective Order
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Reply to Respondent's Opposition to Emergency Motion to Quash Subpoenas and for Protective Order
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Pending Motions

### **"Second Motion to Compel"**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's MFC Further Responses to 1st Set of RFRs to Claimant and for
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Devin Caprio Email Chain
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Opposition to Respondent's MFC Further Responses to 1st Set of RFRs to Claimant and for
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Reply to Opposition to MFC Further Responses to 1st Set of RFRs to Claimant and for
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Respondent's MFC Further Responses to 1st Set of RFRs to Claimant and for

### **"Motion to Continue"**

App.	PART	EX. No.	DATE	DESCRIPTION
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Motion to Proceed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Respondent's Motion to Continue Proceed and End Amended

**"Motion for Leave to Amend"**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Letter to all requesting leave to amend
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Motion for leave to file court amended Answer and Counterclaim
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Opposition to Respondent's Motion for leave to file court amended Answer and Counterclaim
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Reply to Motion for leave to file court amended Answer and Counterclaim
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Respondent's Pending Motions

**"Main Motion to Compel"**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Opposition to Main deposition
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jim Main's Opposition and Order to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Respondent's Reply in Support of Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Order on Respondent's Pending Motions

**"Motion for Orders"**

App.	PART	EX. No.	DATE	DESCRIPTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cross Motion for Orders Regarding Bank Accounts and Distribution
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Claimant's Opposition to Respondent/Counterclaimant's Motion for Orders

REISMAN SOROKAC  
8965 SOUTH EASTERN AVENUE, SUITE 382  
LAS VEGAS, NEVADA 89123  
PHONE: (702) 727-6258 FAX: (702) 446-6756

				Compelling Claimant to Restore Added C to all Green alle and accounts to provide C to it to all other Green alle properties and to provide distributions to the Members until the sale of the Members' interest in issue in this liquidation is Consummated and the Members' interest is Consummated
				Ruling

**"Motion in Limine - Taxes"**

App.	PART	EX. No.	DATE	DESCRIPTION
				C Motion re Taxes
				Claimant's opposition to C's Motion Re Taxation and Evidence Re Taxes
				Ruling on liquidation of the partnership

**"Motion in Limine - Tender"**

App.	PART	EX. No.	DATE	DESCRIPTION
				C's Motion in Limine Re Failure to Tender
				Claimant's opposition to M and Failure to Tender
				C's Reply to opposition to M Re Failure to Tender
				Ruling on liquidation of the partnership

**"Motion to Withdraw Exhibit"**

App.	PART	EX. No.	DATE	DESCRIPTION
				Motion to withdraw exhibit
				Claimant's opposition to C's Motion to withdraw exhibit
				C's Reply to Motion to withdraw exhibit
				Order on C's Motion to withdraw exhibit

**"LeGrand Motion"**

App.	PART	EX. No.	DATE	DESCRIPTION
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### **Motion re. Attorney's Fees**

## TRANSCRIPTS

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LAS VEGAS, NEVADA 89123  
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## OTHER

App.	PART	EX. No.	DATE	DESCRIPTION
				Respondent's opposition to Court's petition for Confirmation of reiteration award and intro of judgment and Counterpetition to vacate reiteration award (Case No. A-19-795188-P, District Court, Clark County, NV)
				Appellant's appeal of the Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV)
				Reiteration of Court's Reiteration of Court's Order of Affirmance unpu lished disposition
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## **EXHIBIT 218**



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The burden of proof in this arbitration shall be initiated. Bidsal should be ordered to provide full and complete answers without further objection within seven days from the date of the hearing or be barred from presenting evidence on the issues at the trial in this case.

In addition, Bidsal should be ordered to produce all documents which are identified in its further answers in which it has not yet been produced. These were required to be produced in CTS's Request for Production of Documents.

### **STATEMENT OF FACTS**

On or about February 2008, Bidsal filed its demand for arbitration. The demand, as it is, MTS's demand states in pertinent part:

"Arbitration is needed to resolve disagreements between the members relating to the proper accounting associated with the members' 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."

In May 2008, CTS served its first set of interrogatories to Bidsal. The interrogatories sought information supporting Bidsal's contentions. CTS's contention interrogatories are proper. See RC's analysis.

In June 2008, Bidsal served its responses to the interrogatories which were wholly deficient. After meeting and conferring on July 2008, Bidsal's counsel admitted that the Responses were deficient, indicated that they could be supplemented, but only when they are able to do so. That led to CTS's July 2008 motion to compel and our honor's August 2008 order. The order. Copies of CTS's Motion to Compel and the order are attached as exhibits and hereto.

More importantly, CTS's prior motion to compel sought an order that Bidsal respond without objection or delay to the interrogatories, and the motion was granted and the Bidsal more time to do so. In the August 2008 order, you noted that Bidsal was not refusing to provide adequate responses to the discovery request, but instead was only looking for more time. According to you, you granted CTS's motion to compel, but provided Bidsal until October 2008 to comply.

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The timing of receiving full and complete answers is important. As noted critical depositions are scheduled for ctoer and oemmer is the last day to amend pleadings without leave and the parties have expert disclosures due on or before oemmer. The arbitration is set for February.

In ctoer bidsal served is Supplemental Responses to the Interrogatories a copy of which is attached as Exhibit C.

As noted the responses are incomplete and ease when the timing of the upcoming discovery and other deadlines there is no time to further meet and confer with bidsal. C is entitled to know what bidsal's contentions are and the basis thereof.

Bidsal has had more than enough time to provide full and complete answers. For the reasons set forth herein C 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 and that C be reimbursed its fees and costs incurred in connection with this motion per RC a.

## **A. ARGUMENT**

### **1. The Arbitrator Should Enter an Order Compelling Bidsal to Immediately Supplement his Responses with Full and Complete Answers.**

#### **(a) INTERROGATORY NO. 1:**

The judgment affirming the April award in M arbitration is not reversed on appeal state the amount of money including an offset that contend would be the RC RC.

#### **BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1**

Bidsal objects to this interrogatory as calling for speculation. It is said without objection bidsal contends that the calculation of the RC RC is currently the subject of the present arbitration. It is said that it is too difficult to ascertain the RC RC. Thus an such speculation prior to a decision by the arbitrator would be premature and conjectural. The proper calculation of the RC RC can only be determined once the effective date of the transfer is identified. It is said without objection assuming that C is the purchaser and bidsal is the seller and further

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assuming an effective date of September 1, 2008 the Effective Date of the calculation of the CCC's R/C is plus accrued interest from the effective date until paid in full plus management fees from the effective date forward. This response relies upon preliminary data from the company's expert witnesses and to the extent that the data received from the expert witnesses changes the company's response to this interrogatory will likewise change the company's reserves the right to supplement this response to this interrogatory as discovery progresses and as additional information is made available.

Interrogatory 10 asks for the company's contention regarding the purchase price that the company contends CCC must pay the company for its membership interest in Green Alliance cannot be disputed that CCC is entitled to the company's contentions.

First, once a company interposes meritless objections and then states that the company are not waived the company's objections are frivolous.

Second, and more importantly, the company answers states that the company relies on preliminary data from its experts and is therefore subject to change. So CCC is left with a moving target as to what the company's contentions will ultimately be. The company wants to leave itself room to get different data from its experts and change its position at trial. The company has had time to consult with its experts, give them the information that is necessary to fully answer this interrogatory, if it is a mathematical calculation, the company is bound to qualify its answer with reference to preliminary data. Then to the extent that the company is relying on such data that information must be set forth forthwith. The company's answer is potentially meaningless if there is information that the company held back from its experts.

Also, the company contends that the company is entitled to interest and management fees. Then the response is that the company's time to set forth its contentions is now.

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<sup>1</sup> Because this is a absurd objection restated again in this supplemental response that this **contention** as to what the purchase price is cannot be ascertained before the trial so that CCC could not find out what the company contends that the purchase price is **until the arbitration**.

<sup>2</sup> The company assume would be the facts and assumption upon which the company's experts relied.

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**(b) INTERROGATORY NO. 2:**

The judgment affirming the April 2000 award in the MRC litigation is not reversed on appeal set forth in detail the R calculation of the RCR RC

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2**

The bidsal's objections and Responses to Interrogatory No. 2 are incorporated herein. This reference to it out of the foregoing objections the calculation is as follows:

M		
C		
Subtotal		
Capital Contributions		
Purchase Price		
Interest		
Montees		

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

This interrogatory asked for bidsal's **calculation of the PURCHASE PRICE** of the suffers from the same infirmities as this response to Interrogatory No. 1.

First bidsal continues to interpose meritless objections.

Second bidsal again states that it relies on preliminary data from its experts and is therefore subject to change. Bidsal is left with a moot question as to what bidsal's contentions will ultimately be. Bidsal has had days to consult with its experts to obtain the information that is necessary to fully answer this interrogatory. It is a mathematical calculation. Bidsal is bound to qualify its answer by reference to preliminary data. It is to the extent that it is relied

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<sup>1</sup> A defined term in the interrogatories. The term "RCR RC" then appearing in capital letters in these interrogatories shall mean the amount of money must be paid to the RCR members' interest in Green Valley Commerce without deduction for offsets.  
<sup>2</sup> Bidsal's assume would be the facts and assumptions upon which its calculations are based upon.



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on data for is experts that information must be set forth otherwise is answer is potential  
 meaningless if there is information that be held back from is experts

and as noted is ease response regarding is claim of management fees and interest is  
 insufficient

after requesting a long extension to provide the further answers and a in days  
 from the date of serving these interrogatories bidsal must not be allowed to hide behind is  
 claims that of preliminary data or is entitled to is contentions that it can rely on  
 to prepare for trial

but far more basic is this bidsal starting this arbitration in February next month a o  
 in part is Claim stated

arbitration is needed to resolve disagreements between the members relating to the  
 proper accounting associated with the member's interest including proper calculation of  
 each member's capital account

so no there is a disagreement bidsal must have had calculations of the elements of  
 RC RC then be made is offer in full or not a da a o not a ee a o not  
 then be filed this arbitration M R R R R

so longer should be able to refrain from stating that he contends bidsal should  
 be ordered to specifically set forth all facts supporting is calculation of the purchase price no  
**without objection or hedge**, or be precluded from offering additional evidence on this issue at  
 trial

(c) **INTERROGATORY NO. 3:**

RC each C M that contend supports R calculation of the  
 RC RC as set forth in R response to interrogatories and

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

See bidsal's objections and Responses to Interrogatory No. 3 are incorporated  
 herein as this reference bidsal further objects to this interrogatory as overbroad

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The terms that are defined in the interrogatories are located on pages and incorporated to the  
 original motion and are attached hereto for convenience as exhibit

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burdensome and not proportional to the needs of the case. This interrogator does  
 second as in for a list of the documents upon which the calculation is relied and as for all  
 documents which support the calculation. The list of all documents which support  
 the calculation is exceeding in number but also irrelevant as the calculation may or may not be  
 relied upon. Therefore it is said objection to the calculation's disclosure and all  
 supplements thereto as well as the disclosures from Clifton Carson Allen all documents  
 produced by C and the expert disclosures which will be produced by the calculation at the  
 appropriate deadline.

The calculation misstates the interrogator so that he can complain about it if it does not as for a  
 description of all C M that support his calculation. It asks for him to describe all  
 documents that he contends support his calculation.

Rather than specifically identify in documents that support this interrogator C  
 simply asked the calculation to identify the documents that he claims supports his calculation of the  
 purchase price. What the calculation does is identify every document produced in this case which  
 amounts to thousands of pages. Most of them do not have anything to do with the calculation of  
 the purchase price. In his responses to interrogatories and the relevant  
 documents could relate to i capital contributions ii the sale of three parcels and the  
 purchase iii capital distributions and iv the so called  
 preliminary data that he relied upon. This points to thousands of irrelevant documents. The calculation  
 is only trying to hide the full and increase C's costs. The calculation alone has identified **pages**  
**in his disclosures so far** including deposition transcripts from other cases an appraisal of the  
 green alle property and photographs none of which have anything to do with the **calculation**  
**of the purchase price**. It is indecent to point to a mountain of documents and expect C to  
 pick out the documents that it relies upon support the calculation of the purchase price.

This is quite simple. The calculation must specifically identify each document that he relies  
 upon supports his calculation of the purchase price **without objection or hedge** or be precluded from  
 offering evidence at trial.

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This type of conduct typical of the calculation provides some insight as to how the judge has been  
 awarded the attorney's fees and costs in arbitration.

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**(d) INTERROGATORY NO. 4:**

contend that are entitled to compensation for R state each and  
 effect that supports R contention

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4**

Bidsal objects to this interrogatory in that it defines R as a in the same  
 meaning used in a in Bidsal's demand for arbitration. Bidsal  
 objects to this mischaracterization of evidence as the term is not one that is as given  
 meaning in Bidsal alone but rather is the term as utilized in the Green Alle  
 Commerce C GVC operating agreement article C R  
 Section Records paragraph e and article M M R R Section  
 Contribution to Capital. Further the interrogatory is flawed 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. It is out of place in said objection  
 Bidsal asserts that C operating agreement delineated that contributions to the capital  
 of the company made as services rendered Bidsal as rendered services over the  
 lifetime of Green Alle Commerce C and as such is entitled to an accounting for said  
 services rendered. Further to the extent that Bidsal as rendered services after the  
 effective date of the transaction those services should not be considered to be capital  
 contributions and as such Bidsal should need to be separately compensated for them.

Once again Bidsal interposes utterly meritless objections. This interrogatory simply asks  
 him to identify the facts that support his contention that he is entitled in this arbitration to be  
 entitled to compensation. This is his burden of proof. Bidsal identifies provisions in the  
 Green Alle operating agreement. He does not set forth the services for which he is claiming  
 compensation and notably he does not provide any substantive information in the follow up  
 interrogatories.

So Bidsal should be ordered to either to set forth the facts supporting his claim of  
 compensation **without objection or hedge** or be limited to his answer at the time of trial. In  
 either result would allow him to sandbag C and prevent C from properly preparing for the  
 trial.

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(e) **INTERROGATORY NO. 5:**

contend that are entitled to compensation for R/C rendered to Green alle Commerce C all persons it noled of an acts relating to R contention

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5**

Bidsal objects to this interrogator as irrelevant 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 C since before its inception in May. This interrogator is seen in every name address and phone number for any person to be as witnessed Bidsal rendering said services over a nine year period. Such a request is clearly over broad and unduly burdensome.

Bidsal claims that it is not proportional to the needs of the case to require him to identify persons that he noled of acts relating to his contention that he is entitled to compensation for his services. **Bidsal agreed to and was ordered to provide a further adequate answer; instead all he has done is to interpose the same objection. If that was his intention that should have been addressed at the hearing of the first motion.** This relates to his claim and his burden of proof and at the very least he needed to identify all persons that he intends to call as a witness so C can prepare for trial or be barred for introducing such evidence at the time of trial. His failure to provide an answer at all is more lame plain and a violation of the order.

**INTERROGATORY NO. 6:**

contend that are entitled to compensation for R/C rendered to Green alle Commerce C CR each CMM and CMM C supporting R contention

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6**

See Bidsal's Objections and Responses to Interrogator Nos. 1 and 2 which are incorporated herein. This reference Bidsal objects to this interrogator 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 C since

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Before its inception in May 2011, the interrogator is seen in e-mail document and communication related to over nine years of services rendered. It is extremely overboard 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 2011. Bidsal will supplement this response to this interrogator once the expert reports become available.

Again in violation of the order bidsal has not provided an response to this interrogator which required him to identify documents **which he claims support his contention that he is entitled to compensation for his services.** This is his claim and burden of proof. Yet he does not identify one document to support that claim or example.

- He does not identify one document or communication that COMCON regarding his claim nor any one else.
- He does not identify one document in the Green Valley books and records which he controls which describes his services or the value thereof.

So the extent he claims that his compensation will be determined by expert testimony then he must identify all documents and information that he has given to his experts. He to believe that they are going to give an opinion without any supporting documentation.

Just as with respect to interrogator COMCON bidsal must be ordered to identify all documents which he believes support his claim for compensation **without objection or hedge** or be precluded from offering evidence of any COMCON or COMCON. He cannot be allowed to file a Claim for these services and then say that he will disclose the COMCON and COMCON. When he feels like it or when he decides to fire some expert, the time to do identify the documents is now.

(g) **INTERROGATORY NO. 7:**

COMCON contend that COMCON are entitled to compensation for R&C rendered to Green Valley Commerce, LLC set forth in detail COMCON calculation of the amount that COMCON contend COMCON should be paid for R&C services to Green Valley Commerce, LLC.

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7**

Bidsal objects to this interrogator as calling for speculation. It is out of line said objections that the amount of compensation can only be determined once the correct date

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o the transfer is identified it out ai in said o ections idsal is unable to provide a calculation o the amount o compensation due and o in to im it out the conclusions contained in the e pert reports ic as not due until o em er s suc idsal ill supplement is response to this nterro ator once the e pert reports e come available

idsal s o ections are absurd under is teor since the e ection date ill not e determined until the trial e does not a e to respond s e pointed out e ore the sale o the mem ers ip interest as to a e occurred it in da s after the o er us eptem er is the date that e should e usin s discussed a o e C is entitled to no idsal s contentions no not durin or after the r itration

ere a ain idsal made a claim or R C ei t mont s a o and importantl C s prior motion to compel as for an order that idsal respond it out o ection or ed e to the nterro atories and the motion as ranted and a e idsal more time to do so e ailed to do so

idsal claims that e cannot calculate the amounts e contends e s entitled to e paid for is ser ces to reen alle it out is e pert reports is idsal s claim and is urden o proo and C is entitled to no no at e is claimin to prepare for the depositions and the trial e are our mont s a a from trial da s a a from e pert desi nation and da s e ore idsal s deposition idsal as ad plent o time to et this or done idsal should e ordered to provide us it is calculations no **without objection or hedge** or e rred from o erin an testimon and at the trial

**(h) INTERROGATORY NO. 8:**

RR response to eac re quest for admission ser ed it these interro atories is not an un ualified admission for eac suc re quest for admission ic is not is not an un ualified admission

a e tate all facts and reasons upon ic case RR response includin all facts and reasons eit er i upon ic case RR response and/or ii ic support RR not respondin it an un ualified admission

RR RR all C M and ot er tan ile t in s that support RR response

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### **BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8**

Bidsal objects to this interrogatory as a multi-part interrogatory. It seeks several discrete subparts. It asks that Bidsal respond as follows:

The term "M" is defined in Section 1.1 of the "M" as the Remainder Member. Members must provide the other Member the complete information of the M appraisers. The other Member must pick one of the appraisers to appraise the property and turn a copy to all Members. The other Member also must provide the Remainder Members with the complete information of the M approved appraisers. The Remainder Members must pick one of the appraisers to appraise the property and turn a copy to all Members. The medium of these appraisals constitute the fair market value of the property. This is called the "M" as referenced in the formula contained in the LLC operating agreement. It is not established per the direction of the operating agreement and cannot be used in the formula.

The term "C" is defined in Section 1.1 of the "C" as the cost of purchase as it specified in the escrow closing statement at the time of purchase of each property owned by the Company. C as its inception purchased one note and deed of trust and subsequently converted the mortgage into one property. It then subdivided the one property into eight separate and discrete parcels and a parking lot. Common easement parcel. C then sold three of the eight parcels and purchased one additional parcel. These divisions, sales, and purchases left C in the summer of 2008 as well as today. C sold different parcels. Only one of the parcels had a closing statement associated with it. It is thus a physical impossibility to object to a closing statement that never existed for the properties owned by C in 2008. Further, the formula must take into account the fact that when two of the eight parcels were sold, C issues return of capital payments. The cost of purchase to its members. The document responsive to Interrogatory No. 8 is the LLC operating agreement.

C's Request for Admission as to Bidsal to admit the following:

Unless the judgment affirming the April 2008 Board in M arbitration is reversed on appeal, C's properties, C's C's shall be entitled to purchase a 1/3 interest in Bidsal's membership interest in Green Valley Commerce C for a gross price. The other assets of C are based on the following formula: M's C's capital contributions of the other Member at the time of purchase of the property minus prorated liabilities and the amount of C's C's capital contributions of the other Member at the time of purchase of the property and the prorated liabilities of C's C's.

This is information that is vital and appears as often as made is offer to purchase  
 Cows green alleys membership interest in a valuation of Cows is entitled  
 to a full complete answer to this interrogator. R Cows

it respect to each of the disagreements between the members relating to the proper accounting as set forth in the R demand or arbitration or each such disagreement state R contentions and for each separately state all facts and reasons upon which the case R contention.

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including proper calculations and/or application of the different elements of the purchase price formula contained in the operating agreement

From the initial meeting in this arbitration, C has been attempting to pin down Bidsal as to what the "accounting disagreements" specifically are. Bidsal's Claim is purposeful. Bidsal is interrogated as Bidsal in respect to each such disagreement that he set forth that the disagreements are and that his contentions are along with the facts and reasons upon which he bases the contentions.

Bidsal disingenuously claims that he doesn't understand the term "contentions" as though this is as some novel concept in discovery. This is nonsense. He is using to set out the issues that Bidsal is trying to do is to leave an opening for him to assert new claims at trial. Bidsal should not be allowed to hide the fact that C is entitled to a full complete answer to this interrogatory. R C

**(j) INTERROGATORY NO. 10:**

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

**BIDSAL SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10**

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

The objection that the term "contend" is ambiguous is absurd. Similarly, the claim that the business records speak for themselves is not in more than an evasion. That business records

The amount of capital accounts of the members is relevant not on the issue of the buyout formula and regarding the allocations of distributions to the members. Bidsal stated that there

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as a disagreement on the calculation of price and this is one element of the formula to determine the price of the oil delays and finding the all

## **B. PRODUCTION OF DOCUMENTS**

In addition to ordering further answers to the interrogatories without objection C as for an order that to the extent that Idsal has not yet produced any of the documents identified in the interrogatories as further answered that he is ordered to produce such documents as called for C's Request for Production of documents as served concurrently with the original set of interrogatories the court

C's Request for Production of documents as follows

### **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:**

Produce each of the C's that is described in our responses to the interrogatories served concurrently herewith or which could have been so described but for our failure to fully answer the interrogatories should you fail fully to answer the interrogatories

In identification of documents is not sufficient. Concurrently with this further answers Idsal needs to produce the documents upon which the identifies but has not yet produced so the can be reviewed and used in the upcoming depositions

## **C. CONCLUSION**

In C's original motion to compel it pointed out that there was a pattern of obstruction and delay that is undeniable and should not be tolerated

For the reasons set forth above Idsal's supplemental responses to C's interrogatories are deficient and C is entitled to full and complete answers. Court without objection or qualification production of any document identified in the further

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answers and its costs of this motion

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CRR

/s/ *Rodney T. Lewin*

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ouerrard'sia email [derrard@errardco.com](mailto:derrard@errardco.com)

## EXHIBIT “A”

## EXHIBIT “A”

**LEVINE & GARFINKEL**

ATTORNEYS AT LAW

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July 16, 2020

\* Also admitted in California  
† LLM (taxation)

VIA E-MAIL [dwall@jamsadr.com](mailto:dwall@jamsadr.com)  
Honorable David Wall, Arbitrator  
JAMS  
3800 Howard Hughes Pkwy, 11<sup>th</sup> 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".

Honorable David Wall  
July 16, 2020  
Page 2

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.<sup>1</sup>

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

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<sup>1</sup> 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

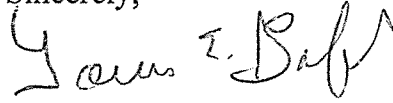
There is a pattern of obfuscation and delay here that is undeniable and should not be tolerated. Bidsal's attorneys are not novices, they are seasoned experienced litigators; the interposition of meritless and frivolous (and in some respects downright silly) objections (e.g. they cannot state Bidsal's 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

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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](mailto:jshapiro@smithshapiro.com))

Doug Gerrard, Esq. (via email - [dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))

Rod Lewin, Esq. (via email – [rod@rtlewin.com](mailto: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.<sup>1</sup>

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

AMENDED SCHEDULING ORDER

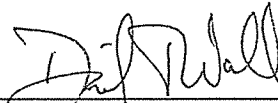
October 2, 2020	Deadline for Claimant's Responses to Written Discovery
November 2, 2020	Last Day to Amend Pleadings Without Leave of Arbitrator
November 16, 2020	Initial Expert Witness Disclosure Deadline
December 18, 2020	Rebuttal Expert Witness Disclosure Deadline
January 22, 2021	Close of Discovery
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

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<sup>1</sup> 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  
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 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, 2017<sup>1</sup> (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** <sup>1</sup> 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,

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

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

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

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

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

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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 2<sup>nd</sup> 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 2<sup>nd</sup> 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.	<a href="mailto:LGarfinkel@lgealaw.com">LGarfinkel@lgealaw.com</a>	Attorney for CLA
Rodney T Lewin, Esq.	<a href="mailto:rod@rtlewin.com">rod@rtlewin.com</a>	Attorney for CLA
Douglas D. Gerrard, Esq.	<a href="mailto:dgerrard@gerrard-cox.com">dgerrard@gerrard-cox.com</a>	Attorney for Bidsal

/s/ Jennifer A. Bidwell

An employee of Smith & Shapiro, PLLC

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

## EXHIBIT “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](mailto: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](mailto:rod@rtlewin.com)

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

18 SHAWN BIDSAL, an individual,

19 Claimant/Counter Respondent

20 v.

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

23 Respondent/Counterclaimant

JAMS Ref. No. 1260005736

**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".

## SECTION II

## INTERROGATORIES

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.

## 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.

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

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 12<sup>th</sup> day of May, 2020.

22 LEVINE & GARFINKEL

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

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 12<sup>th</sup> 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](mailto: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](mailto: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](mailto: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](mailto: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.

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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 produced 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  
11 **REQUEST NUMBER 2:**

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  
23 **REQUEST NUMBER 4:**

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

26  
27 **REQUEST NUMBER 5:**

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 12<sup>th</sup> 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](mailto: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 12<sup>th</sup> 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  
Smith & Shapiro, PLLC  
3333 E. Serene Ave., Suite 130  
Henderson, NV 89074  
T: (702) 318-5033 / F: (702) 318-5034  
E: [jshapiro@smithshapiro.com](mailto: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](mailto:dgerrard@gerrard-cox.com)

/s/ Melanie Bruner

Melanie Bruner, an Employee of  
LEVINE & GARFINKEL

# **EXHIBIT 219**

**From:** [James E. Shapiro](#)  
**To:** [rod@rtlewin.com](mailto:rod@rtlewin.com)  
**Cc:** [Louis E. Garfinkel](#); [agayrich@aol.com](mailto:agayrich@aol.com); [Doug Gerrard](#); [Aimee Cannon](#)  
**Subject:** RE: rescheduling depositions;  
**Date:** Monday, October 19, 2020 8:54:35 AM

---

Rod,

Thanks for the email. Unfortunately, your email does *not* accurately reflect our conversation which occurred two days prior to your email. First, in our conversation last Tuesday, we did discuss continuing Main and Bidsal's depositions, but we never discussed Golshani's deposition. Second, while we discussed Bidsal's compensation, we never discussed any stipulation, nor do I feel one would be appropriate.

While I still have not seen any formal notices vacating or postponing Main or Bidsal's depositions, based upon your email, we will not be appearing for any of the depositions this week.

Sincerely,

*James E. Shapiro, Esq.*  
[jshapiro@SmithShapiro.com](mailto:jshapiro@SmithShapiro.com)




---

**From:** Rodney T. Lewin <[rod@rtlewin.com](mailto:rod@rtlewin.com)>  
**Sent:** Thursday, October 15, 2020 10:00 AM  
**To:** James E. Shapiro <[JShapiro@smithshapiro.com](mailto:JShapiro@smithshapiro.com)>; Doug Gerrard <[dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com)>  
**Cc:** Louis E. Garfinkel <[LGarfinkel@lgealaw.com](mailto:LGarfinkel@lgealaw.com)>; [agayrich@aol.com](mailto:agayrich@aol.com); [ben@claproperties.com](mailto:ben@claproperties.com)  
**Subject:** rescheduling depositions;  
**Importance:** High

Jim I hope I hope you're having a good time in Florida.

As we discussed on Tuesday, given our current motion and the timetable for its resolution, as well as additional supplemental responses that you were going to provide, it makes sense to continue and reschedule the depositions of Main, Bidsal and Golshani. You stated you would cooperate with this rescheduling. We appreciate that. Those depositions will not proceed as scheduled. Please call me to discuss new dates and also to discuss extending the current deadlines to accommodate the changes.

Further we talked about Bidsal's claim for compensation. You advised that Mr. Bidsal would only be seeking compensation from the effective date of the sale and that he is not seeking compensation for any time before that. I will prepare a stipulation to that effect. Thank you for the clarification.

Cordially...

**Rodney T. Lewin**  
**Law Offices of Rodney T. Lewin, APC**  
**8665 Wilshire Blvd**  
**Suite 210**  
**Beverly Hills, California**  
**90211-2931**  
**Tele: 310-659-6771**  
**Fax: 310-659-7354**  
**E-Mail: [rod@rtlewin.com](mailto:rod@rtlewin.com)**

**CONFIDENTIAL COMMUNICATIONS**

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This e-mail message and any files transmitted with it may also be subject to the attorney-client privilege and attorney work-product doctrine, and contain confidential information intended only for the person(s) to whom this e-mail message is addressed. If you have received this e-mail message in error, please notify the sender immediately by electronic mail ([rod@rtlewin.com](mailto:rod@rtlewin.com)) and destroy the original message without making a copy. Thank you.



This email has been checked for viruses by AVG antivirus software.  
[www.avg.com](http://www.avg.com)

## **EXHIBIT 220**



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

October 19, 2020

**Via email only: [dwall@jamsadr.com](mailto:dwall@jamsadr.com)**

The Honorable David Wall (Ret.)  
JAMS  
3800 Howard Hughes Pkwy., 11<sup>th</sup> 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 FURTHER RESPONSES TO  
FIRST SET OF INTERROGATORIES TO SHAWN BIDSAL AND FOR PRODUCTION OF  
DOCUMENTS**

Dear Judge Wall:

In this, CLA Properties, LLC's ("**CLA**") Second Motion to Compel, CLA appears to be objecting to Shawn Bidsal's ("**Bidsal**") responses, not because they are non-responsive to their interrogatories, but rather because the responses (1) may not come in time for CLA's scheduled depositions, and (2) were not the responses CLA was hoping to receive. Additionally, CLA has erroneously and egregiously taken it upon themselves to improperly add language to the Arbitrator's Order entered on August 3, 2020, the Order on Respondent's Motion to Compel and Amended Scheduling Order (the "**August 3<sup>rd</sup> Order**") that simply did not exist in the order as written.

First to generally address the numerous and vociferous complaints regarding the timing of Bidsal's responses. The August 3<sup>rd</sup> Order clearly delineated an Amended Scheduling Order. See Exhibit "B" to the Second Motion to Compel. Bidsal is currently in compliance with the Amended Scheduling Order. Through the Second Motion to Compel, CLA is attempting to circumvent the Amended Scheduling Order and force Bidsal into deadlines that are not connected to the Amended Scheduling Order. CLA mentions the timing of depositions (depositions CLA set) no less than six times in its 15-page motion. CLA has control of when to notice up and conduct depositions. If CLA wanted final expert witness reports and analysis prior to conducting its depositions, then it could have and should have scheduled those depositions after the Expert Witness Disclosure date of November 16, 2020. *Id.* However, in CLA's eagerness to be first in line, they noticed both Jim Main's deposition and Bidsal's deposition for mid-October, failing to take into account that they would not have expert witness analysis to refer to, analysis which Bidsal is relying upon in forming his own opinions. Discovery does not close until January 22, 2021, giving CLA over two months to conduct depositions, should they find that said reports are necessary. In short, CLA's eagerness to conduct the depositions of Jim Main and Bidsal in no way imposes a stricter deadline for Bidsal to produce expert disclosures, reports and/or a list of documents the experts are relying upon in reaching their conclusions.

Second, in many instances Bidsal's responses specifically answer the respective interrogatory, however, CLA ignores the responsive answer and either changes the question or laments that the answer should have been the one that it wanted versus the answer that was given.

[smithshapiro.com](http://smithshapiro.com)

Main 3333 E. Serene Ave., Suite 130, Henderson, NV 89074  
West 2915 Lake East Drive, Las Vegas, NV 89117

Office 702.318.5033  
Fax 702.318.5034

Third, CLA, either purposefully or erroneously, is misreading the August 3<sup>rd</sup> Order. In nearly every complaint about Bidsal's responses, CLA asserts a standard that does not apply to Bidsal. Rather than address CLA's misreading in every response, Bidsal makes a blanket response to all of the complaints in the present motion dealing with the misreading. CLA asserts that the August 3<sup>rd</sup> Order required Bidsal to answer every interrogatory "...**without objection or hedge** or be precluded from offering evidence at trial." Put quite simply the August 3<sup>rd</sup> Order never used the words "without objection or hedge." It is unclear where CLA gathered this phrase, but what is clear is the language in the August 3<sup>rd</sup> Order. The August 3<sup>rd</sup> Order states that CLA's Motion to Compel Answers to First Set of Interrogatories to Shawn Bidsal (the "**First Motion to Compel**") "...is GRANTED **to the extent** it requested that Claimant be directed to respond, although Claimant has not opposed that request." See Exhibit "B" to the Second Motion to Compel. (emphasis added). Thus, in every instance that CLA seeks to impose the requirement that Bidsal respond to its interrogatories without objection or hedge, that standard is fictitious and inapplicable to Bidsal in the present proceeding.

### **STATEMENT OF FACTS**

On July 16, 2020, CLA filed its First Motion to Compel. Bidsal opposed the First Motion to Compel on July 24, 2020 and the matter was subsequently heard on August 3, 2020.

On August 3, 2020, the Arbitrator entered the August 3<sup>rd</sup> Order. The August 3<sup>rd</sup> Order stated, "The Motion to Compel is GRANTED **to the extent** it requested that Claimant be directed to respond, although Claimant has not opposed that request." See the August 3<sup>rd</sup> Order attached to the Second Motion to Compel as Exhibit "B". (emphasis added).

Furthermore, the August 3<sup>rd</sup> Order set out an Amended Scheduling Order. See Exhibit "B" to the Second Motion to Compel. The deadline for Bidsal to respond to written discovery was October 2, 2020. The initial expert witness disclosure deadline was set for November 16, 2020. *Id.* The close of discovery was set for January 22, 2021. *Id.*

On September 25, 2020, CLA noticed the deposition of Jim Main ("**Main**"). A true and correct copy of the Notice of Deposition of Main is attached hereto as **Exhibit "1"** and is incorporated herein by this reference. CLA set Main's deposition for October 20, 2020 at 9:00am. *Id.*

Also, on September 25, 2020, CLA noticed the deposition of claimant Bidsal. A true and correct copy of the Notice of Deposition of Bidsal is attached hereto as **Exhibit "2"** and is incorporated herein by this reference. CLA set Bidsal's deposition for October 23, 2020 at 9:00am. *Id.*

On October 2, 2020, in compliance with the August 3<sup>rd</sup> Order, Bidsal responded to all of CLA's written discovery requests. See Exhibit "C" to the Second Motion to Compel.

On October 7, 2020 CLA filed CLA Properties, LLC's Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and For Production of Documents (the "**Second Motion to Compel**"), requesting that it be heard "on shortened time on an emergency basis." See the Second Motion to Compel at page 1.



As of today, Bidsal has not propounded any expert witness reports, most notably, because he is not in possession of any expert witness reports, but also because they are not due to CLA until November 16, 2020 per the August 3<sup>rd</sup> Order.

### **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**") sufficient to satisfy CLA, (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 sufficient to satisfy CLA, (4) Bidsal has not provided his calculation of interest associated with the "purchase price" sufficient to satisfy CLA, (5) the August 3<sup>rd</sup> Order required Bidsal to respond to CLA's written discovery without "objection or hedge", and (6) that Bidsal's responses will not be complete in time for the Main and/or Bidsal depositions. Each of these meritless accusations will be addressed below.

### **CLA's Objections to Interrogatory Response Numbers 1, 2, and 3**

#### **The Purchase Price**

CLA reiterates the preposterous argument it used in its First Motion to Compel 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 Bidsal **to sell** his shares to CLA. CLA's argument is 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. As CLA reiterates this argument, so must Bidsal reiterate his response.

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 "3"** 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. *Id.* The only number listed in Bidsal's Offer Letter is an estimate for the value of GVC of \$5,000,000.00. *Id.* 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. *Id.* 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." *Id.* 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. *Id.* (emphasis added).

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, while it is self-evident that there is a disagreement between Bidsal and CLA regarding the purchase price, the fact that there is a disagreement does not mean that Bidsal had previously done all calculations necessary to reach an opinion on said purchase price. CLA has an apparent belief that arriving at a "purchase price" is simple arithmetic, it is not; hence the reason why Bidsal is relying upon expert witnesses. It makes no sense that Bidsal would expend funds for an expert witness to assist in the calculations if it were something that he could have easily hacked out on his personal calculator.

Bidsal, making every effort to comply with the October 2<sup>nd</sup> deadline to respond to written discovery disclosed as much knowledge that he had to impart in how he was arriving at an opinion on purchase price. As expert witnesses are not required to be disclosed until November 16, 2020, and Bidsal is relying upon said experts in forming his own opinion, he has provided a complete response as of October 2, 2020. Bidsal recognizes the ongoing nature of discovery and has every intention of updating his responses when the expert witnesses have completed their reports and he has formed his final opinion.

### **Interrogatory Number 1**

CLA laments that Bidsal's response to Interrogatory Number 1 was not "full and complete". The basic question posed by Interrogatory Number 1 was, "...state the amount of money (excluding offsets) that YOU contend would be the PURCHASE PRICE." Bidsal's answer is very clear, "...Bidsal's calculation of the PURCHASE PRICE, based upon his knowledge on October 2, 2020, is: \$1,889,010.35, plus accrued interest from the Effective Date until paid in full, plus management fees from the Effective Date forward." The fact that Bidsal preserved valid objections to the Interrogatory as posed, and the fact that Bidsal reserved the right to supplement his response to this interrogatory if additional information is made available, in no way negates his answer as of October 2, 2020. In reality, CLA is irritated that they will not have a final response until after the Main and Bidsal depositions. However, the dates of those depositions easily could have been set after the deadline for expert witness disclosures, it was CLA's choice not to do so. Bidsal should not be punished for adhering to Amended Scheduling Order, nor should he be rushed into disclosing expert reports and opinions prior to deadline.

### **Interrogatory Number 2**

Next CLA attacks Bidsal's Response to Interrogatory Number 2. The basic question posed by CLA in Interrogatory Number 2 was, "...set forth in detail YOUR calculation of the PURCHASE PRICE." Once again, Bidsal's answer is very clear. Bidsal succinctly lays out the formula as used in the GVC Operating Agreement ("OPAG"), assigns values that he is using to form his opinion to the terms delineated in the GVC OPAG formula and provides a "Purchase Price". The fact that Bidsal preserved valid objections to the interrogatory as posed, and the fact that Bidsal reserved the right to supplement his response to this interrogatory if additional information is made available, in no way negates his answer as of October 2, 2020. Once again, CLA is irritated that they will not have a final response until after the Main and Bidsal depositions. However, the dates of those depositions easily

could have been set after the deadline for expert witness disclosures, it was CLA's choice not to do so. Bidsal should not be punished for adhering to Amended Scheduling Order, nor should he be rushed into disclosing expert witness reports prior to deadline. Additionally, neither interest nor management fees can be definitively disclosed until a date is established for which Bidsal must transfer his shares to CLA and CLA transfers the purchase price to Bidsal (the "**Transfer Date**"). Until a Transfer Date is established, interest and management fees will continue to accrue.

Of note, CLA complains that Bidsal has not provided an amount for Interest and/or Management Fees. CLA itself defines "PURCHASE PRICE" as, "...the amount of money must be paid by CLA to YOU for YOUR membership in Green Valley Commerce without deduction for offsets." See Second Motion to Amend at fn.3. This figure is exactly the amount calculated in Bidsal's response to Interrogatory No. 2. The fact that there are additional fees and interest does not go to the calculation demanded by Interrogatory Number 2. Despite CLA's own definition, Bidsal acknowledges the ongoing nature of discovery and intends to supplement his responses as he receives additional information from the expert witnesses that allows him to form final opinions as to Interest and Management Fees, keeping in mind that those reports are not due until November 16, 2020.

### **Interrogatory Number 3**

For CLA's complaint about Bidsal's response to Interrogatory Number 3, CLA resorts to a disingenuous semantical argument. The basic question posed by CLA in Interrogatory Number 3 is for Bidsal to "DESCRIBE each DOCUMENT that YOU contend supports YOUR calculation of the PURCHASE PRICE...". Bidsal interpreted this query to demand a description (DESCRIBE) for all (each) document which supported how he arrived at his calculation in Interrogatory Numbers 1 and 2. CLA's argument in the Second Motion to Compel is that Bidsal misstated the basic query. CLA makes an illogical argument that they are not asking for "all DOCUMENTS that support his calculation" only those that "he 'contends support his calculation'." To be frankly honest, neither Bidsal, nor Bidsal's counsel see any difference in those two assertions.

Ignoring the illogical semantical argument asserted by CLA, they then go on to misstate the facts, saying that Bidsal identifies every document produced in this case as a responsive answer. On the contrary, Bidsal highlights "...the disclosures from Clifton Larson Allen, the documents produced by CLA, and the expert disclosures..." Once again it appears that CLA is simply lamenting the fact that the expert disclosures are not yet available rather than truly having issue with Bidsal's response. Once again, Bidsal acknowledges the ongoing nature of discovery and intends to supplement his responses as he receives the expert witness reports and will do so in compliance with the Amended Scheduling Order.

### **CLA's Objections to Interrogatory Response Numbers 4 through 7**

#### **Interrogatory Number 4**

In Interrogatory Number 4 CLA complains that Bidsal's objections are meritless. However, when looking at Bidsal's objections it is clear that the problem here is CLA's interrogatory and not

Bidsal's response. CLA uses language that conflicts with that of the GVC OPAG for the term "services" and fails to delineate a time period for the inquiry. To compound matters, CLA fails to even recognize that Bidsal did answer the question and then poses a distinctly different question, one not contemplated by the original Interrogatory Number 4 and complains that it and not the actual interrogatory listed is the information they truly sought.

**The basic question posed was for Bidsal to state every fact that supports his contention that he is entitled to compensation for services.**

The new interrogatory posed by CLA is for Bidsal to "...set forth the services for which he is claiming compensation."

Interrogatory Number 4 did not ask Bidsal to delineate the services for which he is claiming compensation, only that he identify facts that support that he is entitled to compensation. Bidsal identified two sections of the GVC OPAG that supported his contention that he is entitled to compensation, thus answering the question posed and not the question contained in the mind of CLA. CLA certainly could pose such an interrogatory to Bidsal, asking for him to delineate the services he performed, but they failed to do so in Interrogatory Number 4.

#### **Interrogatory Number 5**

In Interrogatory Number 5 CLA complains that Bidsal's objections are meritless. However, when looking at Bidsal's objections it is clear that the problem here is CLA's interrogatory and not Bidsal's response. CLA is asking Bidsal to identify every person with knowledge of any fact related to services Bidsal provided to CLA. Essentially, CLA is asking for Bidsal to identify every attorney, paralegal, tenant, prospective tenant, broker, real estate agent, handyman, contractor, sub-contractor, landscaper, delivery service person, banker, employee of CLA, employee of Bidsal, accountant, title company employee, engineer, etc. over a nine year period that witnessed the vast array of services that Bidsal performed for GVC. This request is utterly unreasonable and would lead to the identification of hundreds of names that are unlikely to provide information relevant to this matter. That being said, if CLA chooses to narrow this unreasonable request into an interrogatory that is directed to lead to relevant disclosures, Bidsal will gladly respond in a timely fashion.

CLA then, as they did with Interrogatory Number 4, changed the query. The new query they assert is that Bidsal "...needed to identify all persons that he intends to call as a witness so CLA can prepare for trial..." If this is CLA's new query, which Bidsal is just receiving for the first time via the Second Motion to Compel, then they need to assert a new interrogatory requesting this information, which they have not done. Regardless Bidsal has updated his initial disclosures with no less than three supplements identifying witnesses he intends to call at the Arbitration hearing, so this new interrogatory at a minimum is duplicative of information already in CLA's possession.

### **Interrogatory Number 6**

With regard to Bidsal's Response to Interrogatory Number 6, CLA complains that Bidsal has failed to identify documents in support of his contention that he is entitled to compensation for services. However, one must look both to Bidsal's objections and his response to see why Bidsal's response is suitable based on CLA's unreasonable inquiry. Much like in Interrogatory Number 5, CLA is asking for a description of each document that supports the fact that Bidsal is entitled to compensation for services. Once again, this overbroad interrogatory would lead to the production of thousands of pages of documents, generated over a nine-year period. However, even taking into account this overbroad request, Bidsal directs CLA to an expert witness report that is due on November 16, 2020 as being responsive to their query. Bidsal acknowledges the fact that discovery is ongoing and indicates he will provide the expert witness report once it becomes available. As it is not currently available, Bidsal cannot produce a report that does not exist. Likewise, as the expert witness is still working on the report, any identification of information the expert may have relied upon is premature.

CLA states "...he must identify all documents and information that he has given to his experts." Bidsal acknowledges that he must not only produce the expert report, once obtained, but disclose the documents upon which the expert relied. At this point, it is unclear what documents the expert will rely upon. The deadline for expert witness disclosure is over a month away. Bidsal will update his response, to include the expert witness reports and information as they become available and any order to produce these documents before the deadline set by this Arbitrator would be contradictory to the August 3<sup>rd</sup> Order and confusing since the documents are not yet in existence.

### **Interrogatory Number 7**

In Interrogatory Number 7, CLA refers to Bidsal's objections as absurd. The interrogatory demands that Bidsal "...set forth in detail [his] calculation of the amount that [he] contends [he] should be paid for [his] services to Green Valley Commerce, LLC." Once again, CLA does not delineate any time frame. When Bidsal notes that the time frame is conspicuously missing from CLA's interrogatory, CLA blames Bidsal, stating that "[a]s we pointed out before, the sale of the membership interest was to have occurred within 30 days after the offer. Thus September 2, 2017, is the date that he should be using." Essentially, once again, CLA lays blame at Bidsal's feet for its own poorly crafted interrogatory. If CLA wanted Bidsal to answer based on a September 2, 2017 date, then it needed to include that information in the interrogatory, it did not. Nevertheless, Bidsal provides information responsive to Interrogatory Number 7 stating that the requested calculation will be forthcoming in the expert witness reports, which are not due until November 16, 2020. He further informs CLA that he will supplement his response once the expert reports become available. So despite the fact that CLA laments the timing of when this information is required to be produced, the fact of the matter is that expert reports are not due until November 16<sup>th</sup> and Bidsal is not thwarting CLA from information by not providing them as of October 2, 2020. As of October 2, 2020, these reports are simply not in existence.

**CLA's Objections to Interrogatory Response Number 8**

In Interrogatory Number 8 Bidsal objected on one ground, that the interrogatory is multi-part with several discrete subparts, which by its very numbering, 8(a), 8(b) and 8(c), it is. CLA then asserts a complaint that this objection somehow means that Bidsal will be able to deny a Request for Admission at a future hearing. This argument is convoluted at best. First, the present motion is a Motion to Compel Responses to Interrogatories, not a motion to compel responses to requests for admission; thus, any argument regarding the requests for admission are brought improperly. Second, Bidsal has already denied the referenced Request for Admission.

It appears that CLA is complaining about Bidsal's Response to Interrogatory Number 8, not because it is non-responsive, but rather because the response is not what they desired to hear. Bidsal very thoroughly described his analysis of the term "COP" and in fact, assigns a number to "COP" in his response to Interrogatory Number 2.

CLA, in a continuing pattern then changes the original interrogatory by adding to it via this Second Motion to Compel. In Interrogatory Number 8, CLA adds that Bidsal must set forth with specificity the capital contributions of the offering member at what he claims are the relevant times. While Bidsal is not certain what CLA means by "what he claims are the relevant times," Bidsal is certain that this new fourth discrete subpart to Interrogatory Number 8 is not properly asserted.

**CLA's Objections to Interrogatory Response Number 9**

Much like CLA'S Objection to Bidsal's response to Interrogatory Number 8, It appears that CLA is complaining about Bidsal's response to Interrogatory Number 9, not because it is non-responsive, but rather because the response is not what they desired to hear. The question in Interrogatory Number 9 is asking Bidsal to state the facts and reasons behind the claim in his arbitration demand that there are disagreements between the members relating to proper accounting. In his answer to Interrogatory Number 9 Bidsal states that CLA and Bidsal are unable to agree upon a method of accounting. This fact is clear based upon the accounting method used by CLA in Request for Admission Number 1 and the accounting method used by Bidsal in response to Interrogatory Number 2. It is a simple yet clear statement. The fact that CLA wanted more from Bidsal's answer does not make the answer any less responsive.

**CLA's Objections to Interrogatory Response Number 10**

In Interrogatory Number 10, CLA has made the assumption that Bidsal, more so than the certified public accountant for GVC and/or CLA has some sort of peculiar insight as to what the capital account balances of GVC might have been on September 6, 2017. Bidsal has made available all of the tax returns and records provided by GVC's accountant Clifton Larson Allen. Those records clearly speak for themselves. Bidsal states that they should be relied upon to ascertain the value of capital accounts on any given day. Thus, unequivocally answering CLA's query. Additionally, Bidsal points out that the formula asserted in the GVC OPAG references "capital contributions" rather than "capital account balances," and that the calculation of a capital account balances as of September 6, 2017 is irrelevant. CLA asserts that the capital account balances are "one element of the formula to



The Honorable David Wall (Ret.)  
October 19, 2020  
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determine price” however the formula as espoused by the GVC OPAG nowhere mentions capital account balances.

**CLA’s Objections to Request for Production of Documents Number 1**

Next CLA complains that Bidsal be ordered to produce any of the “documents identified in the Interrogatories as further answered...” On September 28, 2020 Bidsal produced a Second Supplemental Production of Documents (the “**Second Supplement**”), a true and correct copy of the Second Supplement is attached hereto as **Exhibit “4”** and is incorporated herein by this reference. In this Second Supplement Bidsal produced an additional 206 pages of relevant documents. On September 29, 2020 Bidsal produced a Third Supplemental Production of Documents (the “**Third Supplement**”). A true and correct copy of the Third Supplement is attached hereto as **Exhibit “5”** and is incorporated herein by this reference. The Third Supplement produced an additional 35 pages of relevant documents, along with all of the native format QuickBooks files for GVC. Bidsal asserts that he has produced all of the documents identified in his Responses to Interrogatories with the exception of expert witness reports, which will be supplemented upon receipt and in compliance with the Amended Scheduling Order

**CONCLUSION**

The Second Motion to Compel should be heard in regular course. The “emergency basis” asserted by CLA is one of their own creation, having set depositions prior to expert witness disclosure dates. CLA should not be rewarded for disregarding the Arbitrator’s August 3<sup>rd</sup> Order. Bidsal has been open, honest, and forthright throughout these proceedings, providing CLA with all relevant documents and responsive answers to written discovery as expeditiously as possible. Likewise, Bidsal has carefully and strictly adhered to the deadlines set by this Arbitrator. CLA, through this frivolous Second Motion to Compel has wasted the Arbitrator’s time and Bidsal’s time and has excessively run up fees and costs. As such, Bidsal respectfully requests this Arbitrator to deny CLA’s Second Motion to Compel in its entirety and if any costs and/or fees are to be awarded in relation to this Second Motion to Compel that the be awarded to Bidsal.

Sincerely,

SMITH & SHAPIRO, PLLC

James F. Shapiro, Esq.

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

## **EXHIBIT 221**



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October 22, 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

Dear Judge Wall:

Please find CLA Properties, LLC's Reply to Opposition to Motion to Compel as follows:

### **INTRODUCTION**

This is not our first go around with Claimant ("Bidsal") or his counsel. So while it is not surprising, it is no less irritating that Bidsal continues misstating the facts, in this instance starting with his first sentence. This motion is not made because the responses will not come before scheduled depositions. This motion is made because Bidsal simply refuses to respond as he was ordered to do. The scheduled depositions, which were scheduled after Bidsal's further answers were due, are relevant solely to the need for this motion to be heard quickly.

A scanty review of Bidsal's page one demonstrates that what he is arguing is that he should be permitted to obtain what amounts to priority in depositions by frustrating Respondent's ability to take meaningful depositions by not providing full answers to interrogatories.

Finally, just look at what Bidsal argues under “Third” on page 2. The motion to compel further answers that led to the prior Order, was made because of the quibbling, hedging and meritless objections in Bidsal’s first responses. If such quibbling, hedging and meritless objections had been OK’d by Your Honor, Your Honor would never have ordered further answers. So there is no way to understand the August 3, 2020 Order other than that Bidsal had to answer without such quibbling, hedging and meritless objections. So the absence of the words “without objection or hedge” within the August 3, 2020 Order does not mean that Bidsal was entitled to repeat his quibbling, hedging or objections in his further answers. Rather, the August 3, 2020 Order simply is inconsistent with Bidsal’s contention that unless the magic words appear he can forever quibble, hedge and object.

Were there any doubt, one need just look at what Bidsal quotes from the August 3, 2020 Order on page 2 of his Opposition. **“The Motion to Compel is GRANTED to the extent it requested that Claimant be directed to respond, although Claimant has not opposed that request.”**<sup>1</sup> For example, with regard to the first three interrogatories, CLA’s July motion in part stated on page 4, “Bidsal’s objections are frivolous and demonstrate bad faith.” How else can “grant[ing the motion] to the extent it requested that Claimant be direct to respond” be interpreted other than that in further responses there be no objections, much less the exact same objections as before?

Similarly, with regard to those very same interrogatories on page 5 CLA stated, “Bidsal is obligated to provide answers in good faith and he needs to set forth his contentions.” But where Bidsal hedges and fails to take a position, as this motion points out, he is not providing “his contentions,” but rather once again is telling Respondent CLA to wait until “trial” when he will reveal his positions. Once again the August 3, 2020 Order cannot be interpreted other than that such hedge is not to be continued in further responses.

Finally, on page 9 of July motion, CLA in part stated, “The Arbitrator should compel Bidsal to provide full and complete answers.” Again, the motion was granted “to the extent it requested that Claimant be directed to respond.” Well, the “extent” the July motion requested was that Bidsal be ordered to answer “full and complete.” Hedging and quibbling, much less objecting, are the exact opposite of “full and complete.”

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<sup>1</sup> **Bidsal’s counsel admitted that the Initial Responses were deficient** and indicated that they would be supplemented, but asked for more time.

Therefore, Bidsal's argument that the August 3, 2020 Order permitted him to continue to hedge and object is just plain false. Otherwise, what was the purpose of the first motion and the Order?

For the foregoing reasons and those set out in CLA's Motion and this Reply below, Respondent CLA requests that Bidsal be ordered provide full and complete answers and to reimburse CLA for the attorney's fees incurred in bringing this motion.

### **INTERROGATORIES 1 - 3 IN GENERAL**

One need go no further than the first sentence of the Opposition directed to Interrogatories 1 - 3 to demonstrate that Bidsal's opposition is without merit. Bidsal argues, "CLA reiterates the preposterous argument it used in its First Motion to Compel . . ." CLA below demonstrates that the argument is not "preposterous," but assuming it were, that issue was resolved by the August 3, 2020 Order: Bidsal had to answer and his contentions of the argument in support of that motion was resolved against Bidsal's position. Bidsal cannot now relitigate it.

As to Interrogatory No. 1, Bidsal hedges by claiming he is providing merely *preliminary data* from his experts. BUT THE FACTS MUST BE TAKEN INTO ACCOUNT. Bidsal's offer was in July, not of 2020, but 2017. Bidsal made an offer to buyout CLA pursuant to a contractual formula. Bidsal had to have known what he was supposed to pay when he made his offer and when CLA chose to buy rather than sell it was pursuant to that very same formula!<sup>2</sup>

The interrogatories ask for Bidsal's contentions; they do not ask for his experts' reports. The fact that Bidsal's contentions may include expert or even legal opinions does not make them objectionable.

Beyond the fair market value set forth in the interrogatories ("FMV") the only elements in the formula are the cost of the properties, the capital invested by the selling member and "prorata liabilities." These are mathematical calculations. Remember, Bidsal is the day to day manager and keeper of the books and records. If there were any element which required Bidsal

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<sup>2</sup> Bidsal's claim that when he submitted his offer it was just "his first attempt to negotiate a purchase price" is demonstrably false. The offer was made pursuant to the mandatory buy-sell provision of the Operating Agreement and required the sale to close within 30 days!

consulting those records, he is the one who has for nine years had them. There is no justification for the qualification.

As CLA before pointed out, Bidsal's very claim never sets forth his position. If Bidsal will not commit, then his claim should be decided against him.

Lacking any legitimate position, Bidsal raises red herrings and strawmen. For example, Bidsal claims that CLA has confused the "Purchase Price" (or what he calls "valuation of membership interest") with the LLC's value. CLA has done no such thing!

Bidsal continues with a claim that the Purchase Price is not achieved by simple arithmetic. Again untrue. The only missing element in the calculation was FMV, which has been decided and is assumed in the interrogatories. The other items are matters of accounting which are entirely in Bidsal's control (e.g. capital contributions, distributions, claims for management fee, interest etc). Well simple or not, Bidsal has made a claim seeking to have it determined and part of his Claim, and CLA is entitled to his contentions without a moving target or "hedge".

Assuming arguendo that expert help is needed to determine what the property cost, what the contributions was of the selling member or the liabilities back in 2017, more than three years later, Bidsal has to have known the same especially given that the answer is determinable strictly from the books and records of Green Valley Commerce, LLC ("Green Valley") which at all times have been in his sole possession and control.

The moving target is the problem. Bidsal refuses to commit to a position with the ubiquitous qualification that his responses are based on "preliminary" data, giving him a backdoor to ever-changing contentions. A recent example. In a telephone conversation between Rodney Lewin and James Shapiro on October 13, 2020 regarding the need to continue the depositions because of this motion, including Bidsal's lack of information regarding his claimed management fees, Mr. Shapiro stated that Bidsal was only seeking management fees from the effective date of the transfer of the membership interest. Now that was helpful! However, and not surprisingly, when asked to confirm that position [contention] in writing via a stipulation, he refused. See email communications between Lewin and Shapiro, October 15, 2020 attached as Exhibit "A".

The refusal to enter into a stipulation, despite acknowledging the extent of Bidsal's claim (which had heretofore was undefined and utterly vague) demonstrates, if nothing else, why CLA pressed for, and presses for an order to force Bidsal to state his contentions.<sup>3</sup>

### **INTERROGATORY NO. 1**

Bidsal simply ignores what is stated in support of the pending motion. Bidsal makes no attempt to justify his meritless objections, for the obvious reason...he cannot. The time for Bidsal to stake out a position on any portion of the formula elements passed not only before no one had ever heard of Covid-19, but even before we had even celebrated New Year's Eve on January 1, 2018. If Bidsal should somehow in the future uncover a fact not now available to him that changes his position, he can then move to amend his answer and Your Honor can then judge whether such motion is reasonable (or honest). But for now the answer should be without hedge and without objection both of which were resolved by the August 3, 2020 Order.

Bidsal claims that what he provides is subject to interest and management fees, but does not state a rate of interest or an amount for management fees notwithstanding his lawyer's admission (verbal) of what he really seeks.

And one more thing: If this is not the time, then CLA requests the Arbitrator to tell it how many times does Bidsal get to make the same argument previously resolved by an order by Your Honor?

As to Bidsal's last strawman, CLA is not asking that Bidsal be punished for the deposition schedule. CLA is asking that Bidsal reveal his positions before the deposition (for anyone) begins. The parties agreed to a deposition schedule with CLA having priority all on the hypothesis that before they began Bidsal would have finally revealed what his claim was all about. CLA proposed moving all depositions to later time to permit Bidsal once and for all to respond. CLA's counsel believed Bidsal had agreed, but instead his counsel responded to CLA's "confirmation" by saying he was agreeing to defer only the depositions to be taken by CLA. By reason thereof, CLA now adds to the requested relief here for an order that the sequence of depositions heretofore established remain, but permitting CLA to reschedule starting well after two events: first, CLA's receipt of the further responses here requested.

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<sup>3</sup> It should likewise be observed that Bidsal's position in the Opposition regarding his claim for compensation makes no mention of the limitations stated by Mr. Shapiro. So what is his claim?

## **INTERROGATORY NO. 2**

While Interrogatory No. 1 asks for an amount, Interrogatory No. 2 asks for the calculations of that amount. The exact same invalid already ruled upon objections and hedges are made in response here and the same positions taken with regard to Interrogatory No. 1 apply here as well. (In an attempt to save the forests we are not repeating the same points all over again.)

## **INTERROGATORY NO. 3**

This Interrogatory sought merely the documents which **Bidsal “contended” supported his calculation as set forth in Nos. 1 and 2.** In addition to incorporating the objections and hedges in response to Nos. 1 and 2, Bidsal adds an additional objection.

Bidsal’s response manages to be too insufficient and too broad all at the same time. While objecting because the interrogatory is “overbroad” (so that he can conceal the answer), Bidsal also in part in effect says “go look at the 3,915 pages I produced and you go figure out which ones I contend support my calculations, and in addition I object because ‘the list of all of all documents which support Bidsal’s calculation is exceedingly large.’” Most of those pages could not possibly be those that pertain to his calculation. That kind of response is made so that Bidsal can spring some other document he has controlled and secreted from his “partner” for almost nine years at some future date when the time for discovery has passed. That is inconsistent with the August 3, 2020 Order.

Bidsal’s additional objection (assuming it was honestly made) suggests a solution. In part it reads:

“This Interrogatory goes beyond asking for a list of the documents upon which Bidsal is relying, and asks for all documents which support Bidsal’s calculation. The list of all documents which support Bidsal’s calculation is exceedingly large, but also irrelevant as Bidsal may or may not be relying upon them.”

If that is Bidsal’s problem (which CLA doubts), have Bidsal put his money where his mouth is. Bidsal should be ordered to identify (and produce) each DOCUMENT upon which

he relies for the calculation of the PURCHASE PRICE, and be precluded for introducing any other DOCUMENT without further order the granting of which shall take into consideration the relationship of its time of issuance and the ability of Respondent to conduct discovery with regard thereto prior to the hearing on the merits.

#### **INTERROGATORY NO. 4**

Arguably we should have started with this Interrogatory because it so clearly demonstrates the total absence of good faith by Bidsal, particularly given the October 13<sup>th</sup> telephone conversation between Lewin and Shapiro! The Interrogatory asked him to “state each and every fact that supports YOUR contention” that he was entitled to compensation for SERVICES.” Just look at the commencement of his response:

“Bidsal objects to this interrogatory in that it defines SERVICES as having the ‘same meaning used by [Shawn Bidsal] in [Shawn Bidsal’s] demand for Arbitration. Bidsal objects to this mischaracterization of evidence, as the term is not one that is/was given meaning by Bidsal alone . . .”

First, neither the Interrogatory nor the definition characterize or mischaracterize anything much less evidence. And it does not matter who, if anyone, has before “given meaning” to the term. The objections are pure and utter nonsense. Bidsal raises a strawman so he can knock it down, but the strawman is not contained within either the Interrogatory or the definition of the term “SERVICES.” It arises from Bidsal including in his claim one for “proper accounting of services each member provided to the company.” Bidsal is the one who introduced the term, and all this Interrogatory asks is what facts support his contention that he is entitled to such compensation.

But that frivolous objection does not stand alone. Bidsal also objects,

“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.”

There is no distinction in the Interrogatory because none was needed. If Bidsal claims a difference, then he can just identify the documents that support services before and after Effective Date. Not satisfied with this irrelevancy, Bidsal now argues that “CLA uses language that conflicts with that of the GVC OPAG for the term services, and fails to delineate a time period for the inquiry.” Could it be any more outrageous? The definition of “SERVICES” is “The term “SERVICES” when appearing in capital letters shall have the same meaning as used by YOU in YOUR demand for arbitration where YOU sought an “accounting of services each member provided to the company”. So CLA took the very words Bidsal used in his Claim and simply asked for the facts supporting his claim that he was entitled to compensation for SERVICES.

Bidsal refers to his response including reference to his having performed services and to the Operating Agreement. If those are the sole such facts, then Bidsal should be ordered to answer that without his objections.

Bidsal simply should not be permitted to succeed in such antics. Bidsal should not be allowed to sandbag.

#### **INTERROGATORY NO. 5**

This Interrogatory simply asked Bidsal to identify the persons with knowledge of the facts relating to his contention that he was entitled to compensation for SERVICES. Here there is no answer at all, but only objections. The August 3, 2020 Order made that on its face insufficient.

Bidsal objected that the interrogatory is not relevant and “not proportional to the needs of the case”. Bidsal complains that the Interrogatory seeks the identity of “every person” over a “nine year period” and that is unduly burdensome (an objection which already has been ruled upon).

First, what is Bidsal seeking? Mr. Shapiro said that he was only seeking compensation from the effective date of the transfer. But here he claims that the witnesses span a 9 year period. This contradiction exemplifies the problem and that is why this motion was necessary.

Second, what jumps out is that Bidsal is careful not to identify what that number is. Had Bidsal answered (under oath) that there were hundreds of such persons, some sympathy perhaps could have been given him, but he has made no such contention.



Now in Bidsal's objection he does not say, but rather only implies, that there is a laundry list of such persons. BUT HE DOES NOT GIVE EVEN ONE NAME! Which "landscaper" does Bidsal claim knows of the invaluable services Bidsal has rendered to Green Valley. Or maybe it's a "delivery service person" that Bidsal claims will convince Your Honor to award Bidsal compensation. But if Bidsal honestly believes that this issue will be resolved based on the testimony of some "title company employee," then he should identify that "title company employee." If the exhaustive list of every imaginable person really includes all those Bidsal will be calling to testify, then CLA suggests that the days for the merits hearing need to be modified to be closer to two hundred than just two.

Bidsal offers to "gladly respond in a timely fashion" if "CLA chooses to narrow. . . the interrogatory . . .to relevant disclosures" (his words, not CLA's). Bidsal should have done that to begin with. So Bidsal should be ordered to:

Without objection or qualification, IDENTIFY (as that term is defined in the Interrogatories) every person he will call as a witness to support his contention that he is entitled to compensation for SERVICES (as that term is defined in the Interrogatories) rendered to Green Valley Commerce, LLC, and that except as so identified Bidsal is precluded from offering testimony by or writing to or from any person not so identified except by future order the granting of which shall take into consideration the relationship of its time of issuance and the ability of Respondent to conduct discovery with regard thereto prior to the hearing on the merits.

#### **INTERROGATORY NO. 6**

This Interrogatory asks for the description of documents supporting Bidsal's claim for compensation. Given that Bidsal incorporates his objections to Nos. 4 and 5, the points made above with regard to them equally apply here. Bidsal says that there are thousands of such DOCUMENTS, but he has identified NONE! Instead, all he does is raise objections the rejection of which has already been ruled upon in the August 3, 2020 Order. (Of course, were the objections different, they could not be sustained for a different reason—they would be untimely.)

Bidsal's Opposition dwells on the assertion that he will seek expert testimony to support his claim. That of course has nothing to do with identification of DOCUMENTS. In part he says, "Bidsal cannot produce a report that does not exist,"<sup>4</sup> implying that will be the only such DOCUMENT. OK, if that's the case, then rather than further response, simply order that Bidsal is precluded from offering evidence of any DOCUMENT in support of and upon which his claim for compensation for his services which now exists (other than the identified Operating Agreement) except by future order the granting of which shall take into consideration the relationship of its time of issuance and the ability of Respondent to conduct discovery with regard thereto prior to the hearing on the merits.

### **INTERROGATORY NO. 7**

This Interrogatory asked for Bidsal's calculation of the amount he contends he should be paid for his services to Green Valley Commerce.

Bidsal commences his response with the barred objection that it calls "for speculation." WHAT? Bidsal claims compensation, hiding what he claims to be the amount or the method of determining and then when he is asked for the calculation he says "that's speculation."

CLA AGREES! So then, let the order simply be this:

Since Bidsal contends that any calculation of an amount to compensate his for his services to Green Valley Commerce, LLC would be "speculation," it is hereby ordered that Bidsal's claim for such compensation is denied.

That would be the only logical result of such objection.

But not being certain that Your Honor will reach what appears to be the most proper result, CLA reviews more of the response and Opposition. The response continues that the "amount of compensation can only be determined once the Effective Date of the transfer is identified." As an aside, please note how in answer to Interrogatory No. 1, Bidsal had no problem assuming that date to be September 2, 2017, but now when he could likewise do so, he avoids the assumption in order to hide what he is going to claim at the merits hearing, just like his Claim omits any quantification or method to determine amount.

---

<sup>4</sup> The Interrogatory does not ask Bidsal to IDENTIFY documents that do not currently exist. However, it is not too much to presume that Bidsal has given his "experts" documents in ordered to form an opinion.

This objection then adds that Bidsal cannot calculate the amount without an expert report. So here is Bidsal's story. Bidsal filed a Claim not knowing if he was entitled to five cents (because he had not yet gotten an expert to say what he was entitled to) and his position is that CLA should go forward with depositions remaining in the blind as to what Bidsal ultimately claims. As noted above, Bidsal cannot hide his contentions behind a curtain that it calls for an expert opinion. Bidsal does not have to give us an expert report in order to state his contentions.

More than that, such objection reveals that the Claim is a lie. The Claim asserts there is a dispute. But there can be no dispute (and CLA never disputed a claim that was never made) without some amount having been asserted and rejected. So then what did Bidsal assert and what did CLA respond?

If nonetheless, Bidsal is permitted to pursue this unqualified and undescribed claim for compensation, he should state his method for calculation of the amount, and if, as he seemingly implies, it varies from time to time, state what it is for each such time period.

### **INTERROGATORY NO. 8**

CLA's motion clearly stated the complaint it had was that the entire answer was subject to objection on grounds that the term "contentions" was vague and undefined. Forget that that assertion is absurd on its face. If Bidsal was unclear, all he had to do was state how he understood the term and answer accordingly. Instead, what Bidsal prefers is to leave open the opportunity for ambush by secreting his real response until the merits hearing.

In addition, CLA pointed out that "In his response, Bidsal talks about COP and refers to the fact that there were properties sold, a property purchased and returns of capital. Given that he has denied the Request of Admission he has to set forth with specificity the facts which are the basis for his denial, such as what he claims the COP is and the capital contributions of the offering member at what he claims are the relevant times."

In his Opposition, Bidsal points out that he set forth what COP was but claims that he cannot state what the capital contributions were because he cannot discern what the meaning of "relevant times" is pretending that he does not understand that the "relevant times" would be those times that relate to his computation of the COP.

**INTERROGATORY NO. 9**

The Demand For Arbitration set forth the Claim as:

“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.”

What jumps out is that regarding no issue is the disagreement described or is Bidsal’s position stated. So to try to learn what it is Bidsal claims this Interrogatory used the same words as he did in his Demand and asked that with regard to “disagreements between the members relating to the proper accounting,” for him to state his contentions and the facts and reasons upon which they are based.

Again Bidsal diverts from the truth claiming CLA’s complaint is that it did not get the response it “desired to hear.” It could not be clearer that CLA’s complaint was over Bidsal’s hedging by qualifying his response by an objection. Again, Bidsal objects that the term “contentions” is vague and undefined. Just as stated above, that assertion is absurd on its face. If Bidsal was unclear, all he had to do was state how he understood the term and answer accordingly. Instead, what Bidsal prefers is to leave open the opportunity for sandbagging by secreting his real response until the merits hearing.

In part, Bidsal’s response states that “CLA and Bidsal are unable to agree upon a method of accounting . . .”, but he never describes what that disagreement is! Yes, Bidsal can respond that the moon is made of green cheese. But if he does, the undescribed claims should be resolved against him.

**INTERROGATORY NO. 10**

CLA quoted the Claim in Bidsal’s demand above. In part, Bidsal says there is a disagreement “relating to . . . proper calculation of each member’s capital accounts.” So this Interrogatory simply asked what did Bidsal contend the capital accounts were on September 6, 2017. In other words, CLA used HIS WORDS to frame the Interrogatory. Nonetheless, back came an objection that the word “contend” is vague and undefined.

But once again, not only is Bidsal wrong, but were he correct, all he had to do was state how he interpreted the word. Now in the Opposition, Bidsal argues that the question assumes that the parties know better than some accountant. The Interrogatory makes no such assumption. Once again Bidsal picks something out of mid air or elsewhere. Bidsal refers to records of some accountant which he does not identify but whatever those records are, if they reveal something onto which Bidsal attaches, then say what he contends.

Now Bidsal argues (not in response) that capital account balances are irrelevant. But as quoted above, Bidsal is the one who is claiming there is a dispute about them!

### **CONCLUSION RE INTERROGATORIES**

In response to the first motion, Bidsal's counsel plead for more time and said he would supplement. But a critical portion of that motion was that Bidsal had his fingers crossed in every response, but subjecting the answer (to the limited extent given) to objections. Bidsal said he would answer and he was ordered to do so, and was given an extensive extension. It's time to end that charade; this is not a game. Bidsal's objections have already been ruled upon. Bidsal should be now ordered to answer fully and completely without any objections, qualifications or hedges. Further, the deposition schedule should be ordered as above requested and Bidsal should be ordered to pay CLA for its attorney's fees incurred in bringing the motion regarding Interrogatories.

### **DOCUMENT PRODUCTION**

If you like gamesmanship, you will love Bidsal's response to CLA's motion that he produced the documents identified in response to the Interrogatories. Bidsal says he has produced all the documents identified in his responses (except for expert reports). CLA does not say to the contrary.

But the problem lies in Bidsal's not answering the Interrogatories so all the documents that ought to have been described were never identified. And then by hiding the description Bidsal can then say he provided everything he provided. Cute, but still deceptive.

One of the documents that Bidsal claims he produced is the "native format QuickBooks files for GVC". But Bidsal omits that that ledger was password protected and could not be opened. Mr. Shapiro was notified on October 15, 2020 of that fact, but as of the date of this

filing no response has been received and the ledger has thus not been produced. (See Exhibit “B”, Lewin October 15, 2020 email to Shapiro). So in reality, despite Bidsal’s claim, the QuickBooks general ledger file has not been produced.

Respectfully Submitted,  
LAW OFFICES OF RODNEY T. LEWIN, APC

*/s/ Rodney T. Lewin*

RODNEY T. LEWIN  
Attorneys for CLA Properties, LLC

**DECLARATION OF RODNEY T. LEWIN**

I, Rodney T. Lewin, do hereby declare:

1. I am an attorney at law duly licensed to practice before all the Courts of the State of California, and represent Claimant CLA Properties, LLC ("CLA") in this action. The facts set forth herein are based upon my personal knowledge, and if called to testify thereto, I could and would competently do so.

2. Attached hereto as Exhibits A and B are true and correct copies of emails that I sent to attorney James Shapiro, and in the case of Exhibit A, his response. I have yet to receive a response to my email requesting the password for the QuickBooks ledger.

3. I have spent 8.75 hours reviewing the subject interrogatories, drafting the motion, reviewing the opposition and preparing the reply. The total amount of attorney's time is \$4,156.25.

4. I have been practicing law for 43 years. My practice has always focused on business and real estate litigation. My hourly billing rate is \$475 dollars an hour.

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

Executed this 22nd day of October, 2020 at Los Angeles, California.

/s/ Rodney T. Lewin

RODNEY T. LEWIN

## **EXHIBIT “A”**

## **EXHIBIT “A”**



**From:** James E. Shapiro  
**To:** rod@rtlewin.com  
**Cc:** Louis E. Garfinkel; agayrich@aol.com; Doug Gerrard; Aimee Cannon  
**Subject:** RE: rescheduling depositions;  
**Date:** Monday, October 19, 2020 8:54:35 AM

---

Rod,

Thanks for the email. Unfortunately, your email does *not* accurately reflect our conversation which occurred two days prior to your email. First, in our conversation last Tuesday, we did discuss continuing Main and Bidsal's depositions, but we never discussed Golshani's deposition. Second, while we discussed Bidsal's compensation, we never discussed any stipulation, nor do I feel one would be appropriate.

While I still have not seen any formal notices vacating or postponing Main or Bidsal's depositions, based upon your email, we will not be appearing for any of the depositions this week.

Sincerely,

*James E. Shapiro, Esq.*  
[jshapiro@SmithShapiro.com](mailto:jshapiro@SmithShapiro.com)



## SMITH & SHAPIRO

ATTORNEYS AT LAW

**Main:** 3333 E. Serene Ave., Suite 130, Henderson, NV 89074  
**Office:** 702.318.5033 **Fax:** 702.318.5034  
**Website:** [smithshapiro.com](http://smithshapiro.com)

**From:** Rodney T. Lewin <rod@rtlewin.com>  
**Sent:** Thursday, October 15, 2020 10:00 AM  
**To:** James E. Shapiro <JShapiro@smithshapiro.com>; Doug Gerrard <dgerrard@gerrard-cox.com>  
**Cc:** Louis E. Garfinkel <LGarfinkel@lgealaw.com>; agayrich@aol.com; ben@claproperties.com  
**Subject:** rescheduling depositions;  
**Importance:** High

Jim I hope I hope you're having a good time in Florida.

As we discussed on Tuesday, given our current motion and the timetable for its resolution, as well as additional supplemental responses that you were going to provide, it makes sense to continue and reschedule the depositions of Main, Bidsal and Golshani. You stated you would cooperate with this rescheduling. We appreciate that. Those depositions will not proceed as scheduled. Please call me to discuss new dates and also to discuss extending the current deadlines to accommodate the changes.

Further we talked about Bidsal's claim for compensation. You advised that Mr. Bidsal would only be seeking compensation from the effective date of the sale and that he is not seeking compensation for any time before that. I will prepare a stipulation to that effect. Thank you for the clarification.

Cordially...

Rodney T. Lewin  
Law Offices of Rodney T. Lewin, APC  
8665 Wilshire Blvd  
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90211-2931  
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This email has been checked for viruses by AVG antivirus software.  
[www.avg.com](http://www.avg.com)

**EXHIBIT “B”**

**EXHIBIT “B”**

**From:** Rodney T. Lewin  
**To:** "James E. Shapiro"; Doug Gerrard  
**Cc:** "hen@claproperties.com"; "agayrui@aol.com"  
**Subject:** GVC General Ledger.  
**Date:** Thursday, October 15, 2020 4:54:00 PM  
**Importance:** High

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Gentlemen,

You forward a link to the general ledger in Bidsal's recent disclosures.. Our consultant has downloaded the backup file, restored it and have it saved. However, we cannot open it without the user name and password.

We need a user name and password to open and view it.

Please confirm that you will do so and when.

Thanks.

Rodney T. Lewin  
 Law Offices of Rodney T. Lewin, APC  
 8665 Wilshire Blvd  
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 Beverly Hills, California  
 90211-2931  
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This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This e-mail message and any files transmitted with it may also be subject to the attorney-client privilege and attorney work-product doctrine, and contain confidential information intended only for the person(s) to whom this e-mail message is addressed. If you have received this e-mail message in error, please notify the sender immediately by electronic mail ([rod@rtlewin.com](mailto:rod@rtlewin.com)) and destroy the original message without making a copy. Thank you.

## **EXHIBIT 222**

**JAMS**

BIDSAL, SHAWN,

Claimant,

V.

CLA PROPERTIES, LLC,

Ref. No. 1260005736

**ORDER ON RESPONDENT'S MOTION  
TO COMPEL FURTHER RESPONSES  
TO FIRST SET OF  
INTERROGATORIES TO SHAWN  
BIDSAL AND FOR PRODUCTION OF  
DOCUMENTS**

On October 7, 2020, Respondent CLA Properties, LLC filed a Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents. Pursuant to a briefing schedule ordered by the Arbitrator on or about October 13, 2020, Claimant filed a timely Opposition on October 19, 2020, and Respondent filed a timely Reply brief on October 22, 2020.

Respondent had previously filed a Motion to Compel responses to the same set of Interrogatories back on July 16, 2020. In an Order dated August 3, 2020, the undersigned Arbitrator stated in pertinent part:

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.

See, Order on Respondent's Motion to Compel and Amended Scheduling Order, August 3, 2020.

Pursuant to that Order, Claimant was directed to provide supplemental responses to the Interrogatories on or before October 2, 2020. Claimant met that deadline by providing supplemental responses on October 2, 2020, and it is from those supplemental responses that Respondent again seeks intervention of the Arbitrator. However, unlike the circumstances presented in the prior Motion to Compel, Claimant has provided substantive answers to the questions posed in the Interrogatories in his supplemental responses.

Interrogatories 1 through 3 are contention interrogatories regarding Claimant's calculation and basis of the purchase price of Claimant's interest in the entity. Supplemental Response 1 sets forth the contended price, Supplemental Response 2 shows the calculation thereof and Supplemental Response 3 lists the sources of documents from which the information supporting the calculation was made, subject to expert disclosures not yet due. Unlike the circumstances presented in the prior Motion to Compel, Claimant in his supplemental responses has provided sufficient substantive information in response to the Interrogatories.

Interrogatories 4 through 7 all relate to Claimant's claim that he is entitled to compensation for management services he has provided (and continues to provide). In his Supplemental Responses to Interrogatory 4, Claimant has identified the particular portions of the operating agreement that support his position. Interrogatory 5 asks Claimant to identify all persons with knowledge of any facts relating to this contention, which Claimant has interpreted as an overbroad request for the name of any individual with an awareness that Claimant provided management services. Although Respondent, in its Motion, argues that Claimant at least needed to identify the witnesses he intends to call at the hearing on this matter, such a request, while reasonable on its

face, is not what the Interrogatory asked for. Similarly, Interrogatory 6 asks for a description of each “document and communication” supporting Bidsal’s contention that he is owed compensation for management services. Like his Supplemental Response to Interrogatory 5, Claimant has objected to this request as being overbroad, but states that he will provide information regarding the amount of compensation allegedly due to Claimant in the report of his expert witness, the deadline for disclosure of which is currently set for November 16, 2020. Claimant’s objections to Interrogatories 5 and 6 are meritorious. Further, neither NRCP 37 nor NRCP 26 require a litigant to preview the contents of an expert’s report prior to the deadline for disclosure thereof. Claimant has averred that the calculation of his alleged compensation will be determined by his expert witness (in his Supplemental Responses to Interrogatories 6 and 7).<sup>1</sup> Again, unlike the circumstances presented in the prior Motion to Compel, Claimant in his supplemental responses has provided sufficient substantive information in response to the Interrogatories.

Claimant has also adequately provided substantive responses to the multi-part Interrogatory 8, acting as a request for admission regarding the seven previous Interrogatories, and Interrogatory 9 regarding Claimant’s contentions regarding the disagreement between the parties as set forth in the Arbitration Demand.

Interrogatory 10 requests Claimant’s contention as to the values of the capital accounts of the members as of September of 2017. In his Supplemental Response, Claimant simply “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,” and argues in his Opposition herein that the accountant for the entities would have that information readily available (as Claimant does not). The Interrogatory specifically requests Claimant’s contention of the value of

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<sup>1</sup> Of course, nothing in this Order relieves Claimant of his obligation to seasonably supplement his Responses once further information becomes available.



the capital accounts. Claimant's response essentially tells Respondent where to go find the answer.

In its Motion, Respondent argues as follows as to Interrogatory 10:

The amount of capital accounts of the members is relevant both on the issue of the buyout formula and regarding the allocations of distributions to the members. Bidsal stated that there was a disagreement on the calculation of price and this is one element of the formula to determine the price.

Motion to Compel, p. 15.

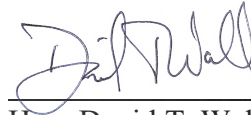
While Claimant may disagree as to the relevance of this information, the request in Interrogatory 10 is quite specific. If Claimant is currently aware of the value of the capital accounts on the date in question, he is directed to supplement his response to provide that information. If his Supplemental Response to Interrogatory 10 is intended to mean that he is unaware of the capital account balances, but knows that such information may be gleaned from the "business records of GVC," then his response set forth in the October 2, 2020, Supplemental Responses may stand (and need not be supplemented). If Claimant seeks to supplement this response, he must do so on or before November 12, 2020.

Request for Production of Documents No. 1 requests the production of "each DOCUMENT" described in the responses to Interrogatories. For the reasons set forth above, the Arbitrator's determinations as to the issues surrounding each of the Interrogatories also applies to the request for production of documents applicable to each request.

Based on the foregoing, Respondent's Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents is hereby GRANTED IN PART and DENIED IN PART. The Motion is GRANTED as to Interrogatory 10 and DENIED in all other respects. Claimant shall have until November 12, 2020, to supplement his Supplemental Response to Interrogatory 10.

Given the ruling set forth above, the Arbitrator finds that the particular circumstances presented herein make an award of fees or costs unjust pursuant to NRCP 37(a)(5)(A).

Dated: November 9, 2020

A handwritten signature in blue ink, appearing to read "D. 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, Mara Satterthwaite, Esq., not a party to the within action, hereby declare that on November 9, 2020, I served the attached ORDER ON RESPONDENT'S MOTION TO COMPEL FURTHER RESPONSES TO INTERROGATORIES TO SHAWN BIDSAL AND FOR PRODUCTION OF DOCUMENTS 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.  
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Phone: 702-318-5033  
jshapiro@smithshapiro.com  
Parties Represented:  
Shawn Bidsal

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

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Parties Represented:  
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Douglas D. Gerrard Esq.  
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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 November 9, 2020.



Mara Satterthwaite, Esq.  
JAMS  
msatterthwaite@jamsadr.com

# **EXHIBIT 223**

RODNEY T. LEWIN  
NOREEN SPENCER LEWIN\*  
CHANDLER OWEN BARTLETT  
ALLYSON P. WITTNER

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RANDALL A. SPENCER\*  
RICHARD D. AGAY  
MICHAEL LAVAE  
OF COUNSEL  
\*ALSO LICENSED IN ILLINOIS

WRITER'S EMAIL:  
ROD@RTLEWIN.COM

November 5, 2020

***Via Email Only***  
Dwall@jamsadr.com

The Honorable David Wall (Ret.):  
JAMS  
3800 Howard Hughes Parkway,  
11th Floor  
Las Vegas, Nevada 89169

Re: *Bidsal v. CLA Properties*  
JAMS Ref: 1260005736

Respondent and Counter-Claimant's Motion to Continue Proceedings

Dear Judge Wall:

CLA Properties, LLC ("CLA") hereby requests that either (i) the arbitration be continued, or alternatively (ii) the cut off dates be continued for the reasons for set forth below.

On July 16, 2020 CLA filed a motion to compel answers to its first set of interrogatories. That motion was heard on August 3, 2020 and resulted in an order that Bidsal provide further responses by October 2, 2020 as well as an amended scheduling order which continued the arbitration to the current February 17-19, 2021 trial date. In essence Bidsal was given 2 additional months to provide the responses was because of his claimed inability to have full access to his office.

CLA wanted those answers before taking the depositions of Green Valley's accountant, Jim Main and Bidsal, and before the November 16, 2020 date for expert witness disclosures. The further answers were expected to contain important and relevant information, such as Bidsal's contentions regarding the buyout formula and his calculation of the purchase price to be paid by CLA for his interest, not to mention important information regarding his claim for compensation. This was a strategic litigation decision that CLA was and is entitled to make.

Thus, the deposition of Jim Main was set and agreed to on October 20, 2020 and the deposition of Bidsal on October 23, 2020. However the long awaited further responses were evasive, hedging and incomplete. That resulted in CLA filing a second motion on October 7, 2020 which motion has not yet been ruled on although it has been fully briefed.

Furthermore, there are ongoing discovery issues with Bidsal. For example, in Bidsal's latest disclosure submitted on September 29, 2020, he identified QuickBooks files for Green Valley with a notation that copies of the files could be downloaded with a link provided.. However, those files were password-protected and Bidsal did not provide the password and delayed giving Mr. Shapiro permission to disclose that password until November 2. (See Exhibit A hereto, the two e-mails between Lewin and Shapiro dated 10/15 and 10/29 reflecting my unsuccessful attempts to obtain the password until we finally received it on November 2, 2020.

Accordingly, CLA took the Main and Bidsal depositions off calendar, and they are now attempting to be set in December (along with the deposition of Ben Golshani). Given the circumstances, I discussed the possibility of moving the cutoff dates or even continuing the arbitration with Mr. Shapiro. He advised that he was not authorized to agree to any continuances.

It is important for CLA to take the Main and Bidsal depositions prior to the expert witness disclosures and report. Information derived during these depositions may be important for CLA's expert to consider prior to making any report. Further, the expert witness disclosures should not be available to be used by Bidsal to prepare him for cross examination.

It is prejudicial to require CLA to make its expert disclosures prior the depositions of Jim Main and Mr. Bidsal and without having a full opportunity to review their testimony and to review the recently made available QuickBooks records, not to mention any new information that may be required upon the ruling on CLA's pending motion. In addition taking the depositions at this late date virtually eliminates any further depositions or discovery resulting from the information learned, as well as any motions that may be necessary.

CLA should not have to compress its discovery and trial preparation on account of Bidsal's gameplaying.

Accordingly we request that the current arbitration trial date be continued to a new date to be set after consultation with the parties. Alternatively, as a second but not preferred choice, if the trial date is not continued, at the very least the cut off dates should be continued as follows:

- Disclosure of experts- December 18, 2020;
- Disclosure of rebuttal experts- January 8, 2021;
- Discovery Cut Off- January 22, 2021

Respectfully Submitted,

Very truly yours,

LAW OFFICES OF RODNEY T. LEWIN, APC  
*/s/ Rodney T. Lewin*  
 RODNEY T. LEWIN  
 Attorneys for CLA Properties, LLC

cc: Attachment

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

Doug Gerrard, Esq. (via email - [dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))

Louis Garfinkel, Esq. (via email -[lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com))

**EXH. A**

**From:** [Rodney T. Lewin](#)  
**To:** ["James E. Shapiro"](#); [Doug Gerrard](#)  
**Cc:** ["ben@claproperties.com"](#); ["agayrich@aol.com"](#)  
**Subject:** GVC General Ledger.  
**Date:** Thursday, October 15, 2020 4:54:00 PM  
**Importance:** High

---

Gentlemen,

You forward a link to the general ledger in Bidsal's recent disclosures.. Our consultant has downloaded the backup file, restored it and have it saved. However, we cannot open it without the user name and password.

We need a user name and password to open and view it.

Please confirm that you will do so and when.

Thanks.

**Rodney T. Lewin**  
**Law Offices of Rodney T. Lewin, APC**  
**8665 Wilshire Blvd**  
**Suite 210**  
**Beverly Hills, California**  
**90211-2931**  
**Tele: 310-659-6771**  
**Fax: 310-659-7354**  
**E-Mail: [rod@rtlewin.com](mailto:rod@rtlewin.com)**

**CONFIDENTIAL COMMUNICATIONS**

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This e-mail message and any files transmitted with it may also be subject to the attorney-client privilege and attorney work-product doctrine, and contain confidential information intended only for the person(s) to whom this e-mail message is addressed. If you have received this e-mail message in error, please notify the sender immediately by electronic mail ([rod@rtlewin.com](mailto:rod@rtlewin.com)) and destroy the original message without making a copy. Thank you.



**From:** [Rodney T. Lewin](#)  
**To:** [James E. Shapiro](#)  
**Cc:** [Louis E. Garfinkel](#); "[agayrich@aol.com](#)"; "[ben@claproperties.com](#)"; [Doug Gerrard](#)  
**Subject:** Bidsal Arbitration #2; password to general ledger  
**Date:** Thursday, October 29, 2020 5:58:00 PM

---

Jim following up on our discussion regarding the password for the ledger wherein you stated consent to give us the password has not yet been given.

It is stupefying that Bidsal would **produce a link to the general ledger and then refused to provide us with access to it.** I am confident that you agree and I am sure that refusal (to date) is coming from your client and not your or Doug. I need a response one way or another by Monday. I point out that Mr. Golshani is a manager and he has the right to full and unrestricted access to all of the books and records-- that would include the general ledger-- so I don't know what the hang up is. If we don't get favorable response by Monday we will have to bring another motion. I am sure the Judge will find any refusal unreasonable.

Rodney T. Lewin  
**Law Offices of Rodney T. Lewin, APC**  
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**Beverly Hills, California**  
**90211-2931**  
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#### **CONFIDENTIAL COMMUNICATIONS**

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This e-mail message and any files transmitted with it may also be subject to the attorney-client privilege and attorney work-product doctrine, and contain confidential information intended only for the person(s) to whom this e-mail message is addressed. If you have received this e-mail message in error, please notify the sender immediately by electronic mail ([rod@rtlewin.com](mailto:rod@rtlewin.com)) and destroy the original message without making a copy. Thank you.

# **EXHIBIT 224**

HON. DAVID T. WALL (Ret.)  
 JAMS  
 3800 Howard Hughes Pkwy., 11<sup>th</sup> Floor  
 Las Vegas, NV 89169  
 Phone: (702) 457-5267  
 Fax: (702) 437-5267  
*Arbitrator*

**JAMS**

BIDSAL, SHAWN,	)	Ref. No. 1260005736
	)	
Claimant,	)	
	)	
v.	)	<b>ORDER ON RESPONDENT'S MOTION</b>
	)	<b>TO CONTINUE PROCEEDINGS AND</b>
CLA PROPERTIES, LLC,	)	<b>SECOND AMENDED SCHEDULING</b>
	)	<b>ORDER</b>
Respondents.	)	
	)	
	)	
	)	
	)	

On November 5, 2020, Respondent filed a Motion to Continue Proceedings. Pursuant to a briefing schedule set by the Arbitrator, Claimant filed an Opposition on November 11, 2020, and Respondent added supplemental information in an email dated November 12, 2020. A telephonic hearing on the motions was conducted on November 17, 2020. Participating were Arbitrator David T. Wall; James E. Shapiro Esq., and Douglas D. Gerrard, Esq., appearing for Claimant; Louis E. Garfinkel, Esq., and Rodney T. Lewin, Esq. appearing for Respondent.

Respondent originally sought an extension of deadlines in the Amended Scheduling Order based on Claimant's allegedly deficient supplemental responses to Respondent's written discovery requests.<sup>1</sup> Respondent had delayed the depositions of Claimant and another key witness pending

---

<sup>1</sup> Respondent had filed a Motion to Compel in July of 2020 that was granted in part, requiring Claimant to provide supplemental responses on or before October 2, 2020. Respondent filed a second Motion to Compel regarding Claimant's supplemental responses, which Motion was denied (save for one potential response) on or about November 9, 2020.

the result of the most recent Motion to Compel. Additionally, Respondent argued that these depositions needed to occur prior to the Initial Expert Witness Disclosure deadline.

In the supplemental email of November 12, 2020, counsel for Respondent set forth a somewhat unexpected and robust discovery and trial schedule for an unrelated Ventura County, California, case that Mr. Lewin is lead counsel on, which further necessitated his request for a continuance of the instant Arbitration proceedings.

Based on all of the facts and circumstances, the Motion to Continue Proceedings is hereby GRANTED. Although no authority exists for the proposition that a party's deposition (or the deposition of any particular witness) must occur prior to the expert disclosure deadline, the Arbitrator is persuaded that Respondent's counsel's trial commitments necessitate the instant continuance.

During the telephonic hearing, counsel agreed to the following Second Amended Scheduling Order:

SECOND AMENDED SCHEDULING ORDER

December 1, 2020	Initial Expert Witness Disclosure Deadline
January 8, 2021	Rebuttal Expert Witness Disclosure Deadline
February 24, 2021	Close of Discovery
March 9, 2021	Deadline to Submit Joint Exhibit List with Separate List of Objections to any Joint Exhibits; Deadline to Submit and Serve Arbitration Brief
March 17-19, 2020	Arbitration Hearing at JAMS office, Las Vegas

Additionally, counsel brought to the attention of the Arbitrator an ongoing dispute regarding the order of depositions of Claimant Bidsal and Respondent principal Benjamin Golshani.

This Order addresses and resolves all issues currently pending before the Arbitrator. In an Order on Pending Motions issued on or about July 20, 2020, the undersigned ordered that the deposition of Bidsal occur prior to the deposition of Golshani, as it had been noticed first in time. Given a myriad of circumstances since that Order, the depositions remain to be taken. Bidsal's deposition is currently scheduled for December 15, 2020. The prior Order of the Arbitrator regarding the sequence of these two depositions remains in place, unless Respondent shall for any reason vacate the currently scheduled Bidsal deposition.

#### Miscellaneous

All documents filed in this matter shall be submitted electronically through the JAMS Electronic Filing System ("JAMS Access") which can be accessed through the JAMS website or directly at [www.access.jamsadr.com](http://www.access.jamsadr.com). All discovery documents, other than document productions, shall be served electronically through JAMS Access. Unless otherwise instructed or included as part of a JAMS filing, the parties shall serve discovery documents on counsel only (and not on the arbitrator) by utilizing the 'Classification – Exclude Neutrals' functionality on the upload screen.

Other documents relating to the case, such as correspondence between counsel, may be transmitted through JAMS Access.

The electronic file for this matter will be made accessible to JAMS personnel, the arbitrator(s), claimant counsel, and respondent counsel. Counsel may also request that their client(s) and other attorneys and/or professional staff members from their firm be provided

access. Requests regarding additional attorneys shall be made to the Case Manager. Other users may be added by counsel as soon as they are registered on JAMS Access.

There are no additional fees to use JAMS Access.

For questions regarding support or technical issues related to JAMS Access, call 800-352-5267 or contact the Case Manager. Please review the JAMS Rules relating to e-filing and e-service for further information.

Dated: November 17, 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 November 19, 2020, I served the attached ORDER ON RESPONDENT'S MOTION TO CONTINUE PROCEEDINGS AND SECOND 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  
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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 November 19, 2020.




---

Michelle Samaniego  
JAMS  
MSamaniego@jamsadr.com

# **EXHIBIT 225**



RODNEY T. LEWIN  
NOREEN SPENCER LEWIN\*  
CHANDLER OWEN BARTLETT  
ALLYSON P. WITTNER

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RANDALL A. SPENCER\*  
RICHARD D. AGAY  
MICHAEL LAVAE  
OF COUNSEL  
\*ALSO LICENSED IN ILLINOIS  
  
WRITER'S EMAIL:  
ROD@RTLEWIN.COM

January 19, 2021

*Via Email Only*  
[Dwall@jamsadr.com](mailto:Dwall@jamsadr.com)

The Honorable David Wall (Ret.):  
JAMS  
3800 Howard Hughes Parkway,  
11th Floor  
Las Vegas, Nevada 89169

Re: *Bidsal v. CLA Properties*  
JAMS Ref: 1260005736

Respondent and Counter-Claimant's Motion For Leave to  
File Fourth Amended Answer And Counterclaim

Dear Judge Wall:

Respondent and Counter-Claimant CLA hereby requests leave to file The Fourth Amended Answer And Counterclaim, a copy of which is attached hereto is Exhibit A (along with a redline to show changes attached as Exhibit B).

On November 2, 2020, Bidsal filed his First Amended Demand For Arbitration. The demand contained new claims including:

- a. The claim that CLA never exercised the buyout because of lack of tender [apparently attempting to relitigate the issues from the first arbitration];
- b. The claim that CLA has waived its right to purchase Bidsal's membership interest [again attempting to litigate issues from the first arbitration];
- c. The claim that Bidsal is entitled to be indemnified against some or all of CLA's counter-claims and that Green Valley is required to advance costs to Bidsal.

Bidsal's deposition was taken on December 15, 2020, a copy of which was just recently received (January 6, 2021). During the deposition, Bidsal refused to answer questions relating to the management services provided by West Coast Investments Inc. (WCI") claiming that West Coast Investments has nothing to do with this lawsuit despite the fact that he is claiming

management fees for services provided by WCI. Bidsal also admitted that neither he nor WCI are licensed to provide management services as required under Nevada law.

Bidsal also testified about the purchase of the Henderson property and the cost of purchase (COP) thereof, including the use of a secured promissory note purchased in June of 2011 and how that note was used to acquire the Henderson property, and how it was later subdivided into 9 parcels, three of which were subsequently sold and the proceeds from one sale was used to purchase another property (“Greenway”) by way of a tax deferred exchange. Bidsal made admissions regarding the COP (the cost of purchase) regarding both the Henderson property and the Greenway property, issues which are central to this arbitration.

The proposed Fourth Amended Answer and Counterclaim is intended to address the new issues raised by Bidsal’s Amended Claim, as well as to clarify matters in CLA’s existing pleading or which are related to or arise from Bidsal’s admissions and statements during his deposition.

Because of the holidays, Covid and having to work from home, and my co-counsel Mr. Garfinkel’s serious illness, this Motion is only now being filed. Nonetheless, there is no prejudice to Bidsal arising from this filing. Discovery is still open, including the deposition of the person most knowledgeable of CLA, which has been noticed but not yet taken. There are no new issues or surprises raised by this amended pleading; all of the changes relate to matters well known by Bidsal and his attorneys, and which have been testified about or discussed in the expert reports (See Declaration of Rodney T. Lewin).

The following outlines the changes in the proposed Fourth Amended Answer and Counterclaim:

1. CLA has added a specific denial to Bidsal’s amended claim [paragraph 1; p.1]<sup>1</sup>. Technically, this was unnecessary since the amended claims are deemed denied;
2. Paragraph 4 was changed to specifically set forth how the Henderson property was acquired (i.e. by purchase of a note and later transfer of that note in exchange for title) [Paragraph 4; p.5]. This issue was discussed in Bidsal’s deposition and also documented in both Bidsal and CLA’s expert reports (together the “Expert Reports”). There is no new matter here.
3. CLA adds the allegation that Bidsal’s allocation of the total cost of the Henderson property was mistaken but agrees that it not will not dispute the mistaken allocations for the purpose of determining the cost of remaining parcels (for use in determining the purchase price). [Paragraph 5; p.4].
4. CLA has deleted portions of paragraph 6 having to do with Bidsal refusing to provide the password in order to permit CLA access to ledgers produced by Bidsal. [Paragraph 6; p.4].

---

<sup>1</sup> References are to the Redlines showing the changes (Exhibit B)

5. Paragraph seven was amended to identify the amount of prorated liabilities and deleted the prior statement that CLA will not contend there any such liabilities. While this is a change from CLA prior position, the amount of prorated liabilities have been identified in the Expert Reports and are derived from Green Valley ledgers (prepared and kept by Bidsal) and is simply a mathematical fact. No new discovery would be needed. There can be no prejudice arising from this amendment. [Paragraph 7, p.4].

6. The prior wording of paragraph 9 was clarified. There is no change in CLA's claims, i.e. that Bidsal over distributed funds to himself. [Paragraph 9, p.5].

7. In paragraph 9 CLA added the date that Bidsal established the fair market value of Green Valley Commerce, LLC [July 5] with an explanation of the effect of Bidsal delaying the closing of the transaction. [Paragraph 9, p.6]

8. CLA added six affirmative defenses arising from Bidsal's amended claim and his deposition testimony some of which may not even be necessary but which are asserted as a precaution. Notice of these affirmative defenses (with the expectation of the fact that his new claim for "lack of tender" is barred by the judgment (from the first arbitration).

9. CLA amended the prayer for relief in section E (i) and (ii) to conform with the facts alleged (i.e. the use of the note that was acquired on June 3, 2011 to acquire title to the Henderson property) and inserted the date for the purchase of the Greenway property.

10. CLA amended the prayer in section E (iv) to be consistent with the allegation of over distributions by Bidsal to himself.

CLA requested that Bidsal stipulate to the filing of this Fourth Amended Answer and Counterclaim, but he has refused to do so.

Respectfully Submitted,

Very truly yours,

LAW OFFICES OF RODNEY T. LEWIN, APC  
*/s/ Rodney T Lewin*  
 RODNEY T. LEWIN  
 Attorneys for CLA Properties, LLC

cc: Attachment

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

Doug Gerrard, Esq. (via email - [dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))

Louis Garfinkel, Esq. (via email -[lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com))

**DECLARATION OF RODNEY T. LEWIN**

I, Rodney T. Lewin, deposes and says:

1. I am co-counsel with Louis Garfinkel, Esq., attorneys for CLA Properties LLC ("CLA") in this arbitration. I make this Declaration in support of CLA's motion to file the Fourth Amended Answer and Counterclaim (the "Fourth Amendment"). The facts stated herein are based upon my personal knowledge and, if called to testify thereto, I could do so.
2. The proposed Fourth Amendment sets forth a specific denial to Bidsal's new claims as well as 6 affirmative defenses and adds some clarifying facts.
3. I conducted Mr. Bidsal's deposition on December 15, 2020. During the deposition, Mr. Bidsal testified about the manner in which the Henderson Property was acquired by Green Valley Commerce, LLC ["Green Valley "] including how Green Valley purchased a promissory note from a lender that was secured by the Henderson Property and later used the note to acquire title to the property as well as by way of exchanging the note for the cost of the purchase for the property ("COP" in the formula used to compute the purchase price) a primary issue in this arbitration.
4. During the deposition, Mr. Bidsal also testified about the cost analysis that he had prepared with respect to the Henderson Property. After the property was acquired, the property was subdivided into 9 lots three of which were later sold. Based on information produced during discovery, and Mr. Bidsal's deposition, I learned that the price allocated as the cost of the nine parcels was incorrect but, as stated in paragraph 5 of the proposed amended pleading, CLA agreed not to dispute the mistaken allocations for the purpose of determining the cost of the remaining parcels which is important in determining the purchase price to be paid to CLA for Mr. Bidsal's interest in Green Valley. These matters are also discussed in the expert witness report of Chris Wilcox, Mr. Bidsal's expert CPA in this case, which I received on December 1, 2020. And the over distributions that Mr. Bidsal made to himself, and the computations thereof, were also the subject of the expert report delivered by Daniel Gerety, CLA's expert CPA witness, which was served on Bidsal on December 1, 2020 as well. The point of this is that the amendments in the proposed amended pleading

are not something new or anything that is a surprise or new to Bidsal or his attorneys, who had the reports of both of the experts when Mr. Golshani's deposition was taken. This case is primarily an accounting case and Bidsal and his attorneys have had full access to all of the financial records of Green Valley.

5. The deposition of Mr. Golshani (CLA's principal) was originally set for December 23, 2020. On December 22, 2020, I sent Mr. Shapiro and Mr. Gerrard an email that stated that CLA was going to file a motion to amend the pleading to assert affirmative defenses that would include estoppel, waiver, lack of standing, lack of licensure and failure to mitigate. I sent this email so that Bidsal and his attorneys would have the opportunity to question Mr. Golshani on those matters if they choose to, and to avoid a claim of prejudice. A copy of my email to Mr. Shapiro and Mr. Gerrard is attached hereto as Exhibit C. I had a medical emergency so that deposition was continued and not taken until **January 5, 2021**. All of the affirmative defenses that are contained in this proposed Fourth Amendment were included in my email (with the exception of affirmative defense number 6 in this proposed pleading which relates to the Mr. Bidsal's new claim of "lack of tender").

6. As your Honor may remember, Mr. Bidsal's claim of "lack of tender" was raised by Mr. Bidsal in connection CLA's motion for a change of manager and briefed by the parties (in supplemental briefs ordered by your Honor). Before Mr. Bidsal's filed his amended claim, it was not part of Bidsal's affirmative claims or his affirmative defenses. CLA's position then and now is that this matter had to be raised by Bidsal in the prior arbitration (which he did not) and that he lost that claim by not doing so. The Arbitration Award and Judgment orders Bidsal to convey his interest. Both the Arbitration Award and Judgment are part of this arbitration; thus this affirmative defense this is not new matter and this affirmative defense is asserted as a matter of precaution only.

7. In preparing this amendment, I concluded that clarification of some of the allegations would be appropriate so the proposed Fourth Amendment contains a few clarifications as well as asserting the aforementioned affirmative defenses. None of the clarifications, however, set forth any facts not known to Bidsal or his attorneys.

7. On January 12, 2021, I sent Mr. Shapiro and Mr. Gerrard a draft of this proposed Fourth Amendment along with a red line to show changes and asked if they would stipulate to the filing thereof. On January 14, 2021, Mr. Shapiro wrote me back declining.

8. I had intended to make this motion earlier but between the holidays, the illness of Louis Garfinkel (Covid), having to work for home, my own medical emergency which I had to attend to on December 22, 2020 and thereafter, dealing with the temporary loss of 2 of my staff (one attorney, Chandler Bartlett, who was diagnose with Covid on December 23, 2020 and has been out since, and my legal assistant who underwent unexpected hip surgery right after Christmas and still has not returned to the office or worked full time), along with the other activity in this case and others, including Mr. Bartlett's calendar, and, I just could not finalize it before today..

9. Mr. Bidsal cannot show any prejudice arising from this Fourth Amended Pleading. As noted, all of the issues (save the affirmative defenses) are discussed in the expert reports. Moreover, Bidsal was advised of CLA's intent to assert affirmative defenses on December 22, 2020 and could have propounded discovery if needed. Even now discovery is still open and none of the allegations present any new matters that Bidsal does not have full access to. Even the deposition of CLA, which Bidsal had previously noticed for December 2020, has not been taken, it being taken off calendar with Mr. Shapiro stating it that it may be rescheduled. The deposition of Jim Main (Green Valley's accountant) was started but he unexpectedly (and without notice) left early before the deposition was halfway finished; we are in the process of setting a new date. So there is no way that Mr. Bidsal can show prejudice if this motion for leave to file the amended pleading is granted

I declare under penalty of perjury under the laws of the State of Nevada and the State of California that the foregoing is true and correct. Executed this 19<sup>th</sup> day of January, 2021 at Los Angeles, California.

/s/ Rodney T. Lewin  
RODNEY T. LEWIN

# **EXHIBIT 226**

Rodney T. Lewin, CAL.SBN. 71664  
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Louis E. Garfinkel, Esq.  
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 Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

SHAWN BIDSAL, an individual,

Claimant,

v.

CLA PROPERTIES, LLC, a California  
 limited liability company,

Respondent and  
 Counterclaimant

JAMS Ref. No. 1260005736

**RESPONDENT'S FOURTH AMENDED  
 ANSWER AND COUNTER-CLAIM TO  
 BIDSAL'S FIRST AMENDED DEMAND**

Respondent CLA Properties, LLC ("CLA") answers the First Amended Claim ("Amended Claim") made by Claimant Shawn Bidsal ("Bidsal") and counter-claims as follows:

1. Except as set forth herein CLA denies both generally and specifically the claims asserted in the Amended Claim filed by Mr. Bidsal. All of the matters raised in the Amended Claim and in this Answer and Counterclaim arise out of, refer to, and are governed by the Operating Agreement for Green Valley Commerce, LLC ("Green Valley") and in particular by Section 4 of Article V ("Section 4") made an exhibit to the Claim dealing with one Member of Green Valley buying out the other (the parties here being the sole such members). Arbitration No. 1260004569 concerned solely that same section regarding which the award was made on



1 April 5, 2019 ("Award") by Arbitrator Stephen E. Haberfeld, a copy of which is affixed hereto as  
2 Exhibit 1 which has been confirmed as a judgment (the "Judgment"), which Mr. Bidsal has  
3 appealed.

4           2. As stated starting on page 3 of the Award, "On July 7, 2017, Mr. Bidsal sent CLA a  
5 Section 4 written offer to buy CLA's 50% Green Valley membership interest, based on a 'best  
6 estimate' valuation of \$5 million. On August 3, 2017 -- via timely Section 4 Notice, in response  
7 to Mr. Bidsal's July 7 offer -- CLA elected to buy rather than sell a 50% Green Valley  
8 membership interest -- i.e., Mr. Bidsal's -- based upon Mr. Bidsal's \$5 million valuation, and thus  
9 without a requested appraisal. On August 7, 2017 -- response to CLA's election -- Mr. Bidsal  
10 refused to sell his Green Valley membership interest to CLA based on his \$5 million valuation.  
11 Mr. Bidsal contended that if CLA elected to buy his 50% Membership Interest rather than sell,  
12 Mr. Bidsal had the right to demand that the "FMV" portion of Section 4 formula for determining  
13 price must be determined by an appraisal." The sale of Mr. Bidsal's interest should have closed  
14 within 30 days of CLA's election to buy (September 2, 2017) and would have but for Mr.  
15 Bidsal's refusal to consummate the purchase in breach of the Operating Agreement.

16           3. As stated in paragraph C on page 11 of the Award, "There was no contractual residual  
17 protection available to Mr. Bidsal as to appraisal and/or price of his Membership Interest... if  
18 CLA elected to buy, rather than sell, CLA had the contractual option to compel Mr. Bidsal to sell  
19 his 50% Membership Interest to CLA at a purchase price computed via the Section 4.2 formula."  
20 That parallels the comment in footnote 3 on page 4 of the Award that, "The formula in Section 4  
21 for determining price is stated twice."

22           4. Therefore, CLA denies the assertion in the Claim here that there is any legitimate  
23 disagreement relating to the proper accounting to determine the price, before offsets, for the  
24 purchase of membership interest by one member from another because it is set forth in Section 4.

1 As stated in footnote 3 on page 4 of the Award, the formula is "**(FMV - COP) x 0.5 + capital**  
2 **contribution of the [selling] Member at the time of purchasing the property minus prorated**  
3 **liabilities.**" Section 4 defines FMV as Fair Market Value and as above stated that was  
4 determined to be the amount set by Mr. Bidsal in his July 7, 2017 offer. "COP" is defined in  
5 Section 4 as follows: 'COP' means 'Cost of Purchase' as it [sic] specified in the escrow closing  
6 statement at the time of purchase of each property owned by the Company." There could be no  
7 legitimate dispute that that Green Valley made two purchases of property, one in 2011, the  
8 property known as 3 Sunset Way in Henderson, Nevada (the "Henderson Property"), and one in  
9 2013, the property known as 3342 East Greenway Road, Phoenix, Arizona 85032 (the  
10 "Greenway Property"). The Henderson Property was acquired after Green Valley first purchased  
11 a note in default which was secured by the Henderson Property and then some three months later  
12 released the note in exchange for transfer of title to the Henderson Property in lieu of foreclosure.  
13 The cost of purchase of the Henderson Property is thus set forth in the closing statements for the  
14 purchase of the note totaling Four Million Forty Nine Thousand Nine Hundred Fifty Nine  
15 (\$4,049,9590) and the cost of purchase of the Greenway Property was Eighty Hundred Forty-Six  
16 Thousand Five Hundred Sixty Dollars and Eighteen Cents (\$846,560.18). While the Amended  
17 Claim asserts that there are disagreements regarding the capital contributions of the members  
18 there was no additional capital contribution at the time of purchasing Greenway so the only such  
19 contribution is that at the time of purchasing the Henderson Property and it is set forth right  
20 within the Operating Agreement affixed to the Claim that, at the time of that purchase Mr.  
21 Bidsal's capital contribution was \$1,215,000.00 and CLA's was \$2,834,250.00. No further capital  
22 contributions were ever made by any of the Members of Green Valley.

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26 5. Subsequently the Henderson Property was subdivided into 9 parcels and 3 parcels were  
27 sold. Bidsal allocated the total cost of the Henderson Property to the nine parcels mistakenly  
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1 setting the cost of the Henderson Property Three Million Nine Hundred Sixty Seven Thousand  
2 One Hundred Eighty-Two Dollars and Eighteen Cents (\$3,967,182.18). For the purposes of this  
3 arbitration CLA will not dispute such mistaken allocations as to the cost of the remaining parcels  
4 as it has been presented to it. Cash sales proceeds from the sale of the three parcels were  
5 distributed to the members of Green Valley by Mr. Bidsal, with some portions of such  
6 distributions allocated by Mr. Bidsal as return of capital to the Members on a 70-30% basis, and  
7 some allocated by Mr. Bidsal to profit which was improperly distributed on a 50-50% basis

9 6. Bidsal has taken the position in this arbitration that the COP for the Henderson  
10 Property should be revised and instead should be reduced by the cost that he allocated to the three  
11 parcels that have been sold, and that Capital contributions should be revised to be reduced by  
12 distributions that Exhibit B to the Operating Agreement required to be made 70% to CLA and  
13 30% to Bidsal ("70-30 Distributions"). CLA agrees that using the cost of the remaining  
14 Henderson Property parcels that Bidsal assigned to them upon purchase for the COP of the  
15 Henderson Property along with determining the capital contributions by reducing the original  
16 contribution by distributions to the extent they should have been 70-30 Distributions. 7. In  
17 the formula the element of "prorated liabilities" is solely for the Buyer's benefit. The security  
18 deposits on hand as of September 2, 2017 in the approximate amount of \$68,000.00 would  
19 constitute a liability.  
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21  
22 8. Lastly, the Claim asserts disagreement regarding "proper accounting of services each  
23 member provided to the company" as though there was supposed to be compensation for services  
24 provided. The illegitimacy of this assertion that any such compensation should be provided is  
25 exemplified by the fact that this is the first time any such mention has been made in the entire  
26 nine year history of operations of Green Valley Commerce, LLC, and CLA denies that Mr. Bidsal  
27 is entitled to any compensation for services, whether before or after CLA's election to purchase  
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1 his Membership interest, and particularly since Mr. Bidsal has steadfastly refuses to turnover  
2 property management to CLA or a third party management company. Any services provided by  
3 Mr. Bidsal after the date that the sale should have been consummated are thus purely voluntary  
4 and without any entitlement to compensation.

5  
6 9. Mr. Bidsal has from time to time made distributions of Green Valley funds to the  
7 members, and in the course of doing so has over distributed funds to himself, in regards to  
8 distributions in excess of the ordinary income including distributions arising from capital  
9 transactions (i.e. sales of parts of Green Valley's properties) , both before the date that CLA  
10 elected to purchase Mr. Bidsal's membership interest (August 3, 2017) [the "Pre Membership  
11 Sale Distributions"] as well as thereafter [the "Post Sale Distributions"]. These Post Sale  
12 Distributions are sometimes called "Delay Damages," which have the effect of diluting the value  
13 of the membership interest to be purchased by CLA, which was fixed when CLA exercised its  
14 option to purchase the Bidsal membership interest on August 3, 2017 based on the fair market  
15 value set by Mr. Bidsal on July 5th. Had Mr. Bidsal honored his contractual obligations under  
16 the Operating Agreement he would have not been entitled to any distributions after CLA's  
17 exercise of its option and the closing of the sale which should have occurred within 30 days after  
18 August 3, 2017 and should not benefit by delaying the closing of the transaction and diluting the  
19 value of the purchase by distributing the assets it held when he initiated the "buy-sell.". CLA is  
20 entitled to an accounting and to recover from Mr. Bidsal, (i) the Pre Membership Sale  
21 Distributions to the extent that such distributions exceed what he was entitled to under the  
22 Operating Agreement (the "Excess Distributions") and (ii) the Post Sale Distributions, both with  
23 interest, and further, at its option, CLA should be allowed to offset, or recoupment of, such  
24 amounts as awarded in this Arbitration from the purchase price to be paid for Bidsal's  
25 membership interest in Green Valley. The amounts of the foregoing distributions should be  
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1 established and awarded to CLA with interest. CLA further claims that no further distributions  
2 should be made to Mr. Bidsal during the pendency of his appeal of the arbitration award or during  
3 any appeal of any award from this arbitration.

4           10. Green Valley owns two commercial properties (the “Properties”). Mr. Bidsal, who  
5 had been managing the Properties by consent, is no longer authorized to do so since that consent  
6 has been withdrawn by CLA. After CLA elected to buy Mr. Bidal’s interest in Green Valley, and  
7 even though the Arbitration Award compels Mr. Bidsal to sell his membership interest in Green  
8 Valley, Mr. Bidsal has refused to turn over the day to day management of the Properties, which  
9 CLA contends he must do. Further, notwithstanding the fact that the Operating Agreement  
10 provides that the owner of CLA, Ben Golshani, is a manager of Green Valley, Mr. Bidsal has  
11 deprived him of full access of the books and records of Green Valley to which CLA would be  
12 entitled even were Ben Golshani not a manager, e.g. online access to Green Valley’s bank  
13 accounts, keys to the Properties owned by Green Valley for inspection by CLA or Ben Golshani,  
14 or their agents, list of vendors and their contact information, and to communications relating to  
15 the Properties, and the management thereof including the repair, maintenance and leasing of the  
16 Properties. As a result thereof, and particularly given the Award and Judgment, and CLA’s and  
17 Mr. Bidsal’s relative current and future interest in Green Valley, Mr. Bidsal should be removed as  
18 the day to day manager of Green Valley, and CLA’s principal, Ben Golshani should be allowed to  
19 take over the day to day management of Green Valley and the Properties.

20           11. In addition, the Award includes an award of attorney fees and costs in the amount of  
21 \$298,500.00 (“Past Fee Award”). The rate of interest under Nevada law is set forth in NRS (the  
22 “Legal Rate”). The interest would run from April 5, 2019. If Mr. Bidsal’s appeal of the  
23 Judgment is denied insofar as the obligation to sell to CLA, CLA should be allowed to offset  
24 whatever CLA owes for purchasing Mr. Bidsal’s Green Valley membership interest in the amount  
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of (i) the distributions to Mr. Bidsal after the date that the sale should have been consummated, plus interest thereon at the Legal Rate (ii) the Past Fee Award, plus interest thereon at the Legal Rate, (iii) the amount of fee award (if any) resulting for the appeals arising from the original arbitration award, plus interest thereon at the Legal Rate, and (iv) any attorneys fees and/or costs awarded to CLA in this arbitration plus interest thereon at the Legal Rate.

**12.** Under the Operating Agreement and Nevada law CLA is entitled to recover its attorneys fees and costs in connection with and arising from this proceeding as determined by the Arbitrator, including the cost of this arbitration and any fees and costs incurred in connection with the entering of the award as a judgment, the enforcement thereof and any appeal, all as determined by any Court confirming the award, or entering the judgment.

#### AFFIRMATIVE DEFENSES

1. Bidsal's claims for compensation are barred by the doctrine of laches.

2. Bidsal's claims for compensation are barred by the doctrine of estoppel.

3. Bidsal lacks standing to sue for compensation since the property management was performed by West Coast Investments, Inc ("WCI").

4. Neither Bidsal nor WCI are licensed and therefor may not collect property management fees.

5. Bidsal has failed to mitigate his alleged damages.

6. Bidsal's claim of lack of tender is barred by the Arbitration Award and Judgment

WHEREFORE, CLA prays:

A. For an order denying any payment for supposed services rendered to Green Valley by either manager or owner;

B. For an accounting and award to CLA with interest of the Excess Distributions and the Post Sale Distributions made to Mr. Bidsal described above and as otherwise proven at trial;

1 C. For an order that no further distributions be made to Mr. Bidsal pending the resolution of his  
2 appeal as well as the resolution of any appeal filed by him of any award made in this arbitration;

3 D. For an order resolving the dispute regarding day to day management of Green Valley and its  
4 properties by removing Mr. Bidsal as the day to day manager of Green Valley and its Properties,  
5 and that the day to day management of Green Valley and its Properties, and Green Valley's  
6 books, records and bank accounts, are turned over to CLA; alternatively, until all appeals are  
7 resolved, including Mr. Bidsal's appeal of Arbitration # 1 and any appeal arising from this  
8 Arbitration, an order that an independent third party property management company selected by  
9 Ben Golshani be engaged to manage the Properties and Mr. Bidsal ordered to cooperate with said  
10 property management company, that all books, records and bank accounts be turned over to said  
11 company and that all bank passwords be provided by Mr. Bidsal to CLA.

12 E. For an order establishing the amount of all elements of the formula determining the purchase  
13 price to be paid by CLA for Mr. Bidsal's membership interest in Green Valley as set forth in the  
14 Operating Agreement other than the FMV and ordering Bidsal (1) to accept for his membership  
15 interest in Green Valley the amount determined in accordance therewith, and(2) unless the  
16 judgment confirming prior arbitration is reversed on appeal with respect to the obligation to  
17 transfer his membership interest to CLA, to transfer his interest forthwith upon payment to him  
18 in accordance with the formula

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22 **"(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time**  
23 **of purchasing the property minus prorated liabilities"**

24 and that in that formula as it applies to CLA's purchase of the Bidsal membership interest:

25 (i) Mr. Bidsal is the "selling Member";

26 (ii) "COP" is defined and means the "Cost of Purchase" as specified in the escrow closing  
27 statement on June 3, 2011 for the Henderson Property and the Greenway Property on March 2,  
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2013 and that the COP be determined in accordance with the foregoing allegations;

(iii) the phrase “at the time of purchasing the property” means when (i) Green Valley acquired the note which was later used to purchase the Henderson Property and (ii) when it purchased the Greenway Property;

(iv) the “capital contribution” of Mr. Bidsal at the time of purchasing the Henderson Property and the Greenway Property was the amount determined in accordance with the foregoing allegations deducted by capital distributions or as otherwise proven;

(v) the term “prorated liabilities” means the amount of accounts payable by Green Valley existing as of the time of the award, as proven

F. For an order establishing that the effective date of the sale and transfer of Mr. Bidsal’s membership interest is September 2, 2017;

G. For an order determining the amount to be paid by CLA for Mr. Bidsal's membership interest in Green Valley as above stated or described based upon the predicate that Mr. Bidsal’s appeal insofar as requiring that he sell his membership interest to CLA, or as otherwise relevant to the determinations herein, is denied and subject to offset or recoupment of any amount awarded CLA in this arbitration or in the prior arbitration.

H. For an order that CLA be allowed to offset against the amount to be paid Mr. Bidsal for his membership interest in Green Valley:

(i) the Excess Distributions as proven, plus interest thereon at the Legal Rate;

(ii) the Post Sale Distributions plus interest thereon at the Legal Rate;

(iii) the attorneys’ fees and costs award(s) from or related to the prior arbitration between Mr. Bidsal and CLA plus interest thereon at the Legal Rate;

(iv) any attorneys’ fees and costs awarded CLA in this arbitration plus interest thereon at the Legal Rate;

I. That either (i) the Arbitrator retain jurisdiction to award further attorney fees and costs incurred to confirm the award and obtain judgment, to register judgment, to enforce judgment and to



1 defend against any appeal except as estimate thereof was previously included in the initial award  
2 or (ii) to award such attorneys fees and costs in the amounts later determined by a court of  
3 competent jurisdiction, or (iii) such other order that would make the party prevailing in this  
4 arbitration whole by the losing party's payment of such attorneys fees and costs incurred after  
5 conclusion of this arbitration; and

6 J. For such other and further relief as may be just and appropriate.

7 Dated: January 19, 2020.

LAW OFFICES OF RODNEY T. LEWIN,  
A Professional Corporation

8 By: */s/ Rodney T. Lewin*

9 RODNEY T. LEWIN,  
Attorneys for CLA

# **EXHIBIT 227**



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

January 29, 2021

Via email only: [dwall@jamsadr.com](mailto:dwall@jamsadr.com)

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

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

**CLAIMANT'S OPPOSITION TO RESPONDENT/COUNTERCLAIMANT'S  
MOTION FOR LEAVE TO FILE FOURTH AMENDED ANSWER AND COUNTERCLAIM**

Dear Judge Wall:

In CLA Properties, LLC's ("**CLA**") Motion for Leave to File Fourth Amended Answer and Counterclaim (the "**Motion**"), CLA continues to engage in gamesmanship as opposed to having a true justification for failing to meet the deadline imposed in your Second Amended Scheduling Order and/or for its noncompliance with JAMS Comprehensive Arbitration Rules & Procedures ("**ICARP**"), Rule 10. Essentially, CLA's laissez faire attitude about missing the deadline indicates that it believes that its wishes carry more weight than your Honor's instructions. CLA's Motion is not submitted because it learned of factual information late, or because of some emergency, but rather, the changes requested are based upon information that CLA has had throughout the duration of the Arbitration.

**STATEMENT OF FACTS**

On May 12, 2020, CLA propounded its First Set of Interrogatories to Shawn Bidsal ("**Bidsal**"). A true and correct copy of CLA's First Set of Interrogatories to Bidsal is attached hereto as **Exhibit "1"** and incorporated herein by this reference.

On June 11, 2020, CLA set the deposition of Bidsal for July 13, 2020. A true and correct copy of the June 11, 2020 Notice of Deposition is attached hereto as **Exhibit "2"** and is incorporated herein by this reference. Bidsal was unavailable on that date. Counsel were unable to come to an agreement as to the scheduling of depositions and on June 25, 2020, counsel for Bidsal filed a Motion to Quash Subpoenas, in part to address the Bidsal Deposition. On July 20, 2020, the Honorable David T. Wall (Ret.) ("**Judge Wall**") issued an order that "...Bidsal's deposition, which was first in time to be noticed, shall occur before Golshani's deposition."

On July 10, 2020, CLA propounded its Second Set of Interrogatories to Bidsal. A true and correct copy of CLA's Second Set of Interrogatories to Bidsal is attached hereto as **Exhibit "3"** and incorporated herein by this reference.

Bidsal's deposition was not re-noticed until three months after the first notice, on September 25, 2020 (the "**First Amended Notice of Deposition**"). A true and correct copy of the First Amended

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J:\17321\002.Arbitration (2020)\Correspondence\ltr.JAMS.(Depositions).DRAFT.(v2).[JS].docx Main 3333 E. Serene Ave., Suite 130, Henderson, NV 89074 Office 702.318.5033  
2915 Lake East Drive, Las Vegas, NV 89117 Fax 702.318.5034

**APPENDIX (PX)003433**

Notice of Deposition is attached hereto as ***Exhibit "4"*** and is incorporated herein by this reference. The First Amended Notice of Deposition re-set Bidsal's deposition for October 23, 2020.

On August 3, 2020 Judge Wall issued an Amended Scheduling Order (the "***First Amended Scheduling Order***") setting the Last Day to Amend Pleadings Without Leave of Arbitrator (the "***Deadline to Amend***") as November 2, 2020 and the Close of Discovery as January 22, 2021.

On or about October 13, 2020, Respondent's Counsel notified Claimant's Counsel that they intended to reschedule the Main and Bidsal depositions. A true and correct copy of an email dated October 15, 2020 memorializing CLA's intent is attached hereto as ***Exhibit "5"*** and is incorporated herein by this reference. Again, this decision was made solely by CLA. *Id.*

On November 2, 2020, Bidsal timely filed his First Amended Demand for Arbitration ("***First Amended Demand***").

On November 5, 2020, counsel for CLA filed a Motion to Continue Proceedings asking for the deadline to disclose experts to be pushed to December 18, 2020, the deadline to disclose rebuttal experts to be pushed to January 8, 2021 and the deadline for the discovery cut-off to be pushed to January 22, 2021. CLA did not mention the Deadline to Amend in its Motion to Continue Proceedings.

On November 6, 2020, four days after the Deadline to Amend had passed, counsel for CLA re-set Bidsal's deposition for December 15, 2020 (the "***Second Amended Notice of Deposition***"). A true and correct copy of the Second Amended Notice of Deposition is attached hereto as ***Exhibit "6"*** and is incorporated herein by this reference.

On November 12, 2020, in connection with CLA's Motion to Continue Proceedings, counsel for CLA asserted that they needed a continuance to the Arbitration because counsel had 23 depositions and a 12-day jury trial (the "***Surprise Trial***") between November 2020 and January 2021; matters heretofore not mentioned in the present Arbitration. Indeed, one of the days that CLA's counsel said he had depositions in the Surprise Trial was December 15, 2020, which is the same day CLA had noticed up Bidsal's deposition just six days prior.

On November 17, 2020 Judge Wall issued the Second Amended Scheduling Order, moving the deadline to disclose experts to December 1, 2020, the deadline to disclose rebuttal experts to January 8, 2021 and the deadline for the close of discovery to February 24, 2021. This Second Amended Scheduling Order also set the Arbitration Hearing for March 17-19, 2020 (this was presumably a typo and the dated should have read March 17-19, 2021.)

On December 15, 2020, counsel for CLA took the deposition of Bidsal.

**OPPOSITION TO CLA'S MOTION**

**I. BIDSAL'S OBJECTIONS TO CLA'S MOTION RELATED TO TIMING**

Much like their Motion to Compel, filed in November 2020, the present Motion also revolves around CLA acting like a petulant child trying to get its way after breaking all the rules. This gamesmanship is revealed in Mr. Lewin's declaration when he states, "[t]he point of this [Motion] is that the amendments in the proposed amended pleading **are not something new...**" (emphasis added).

If this Motion is "not something new," then it begs the question of why it couldn't have been accomplished prior to the deadline of November 2, 2020 or in accordance with JCARP Rule 10, no later than November 16, 2020. Second, the reason for this Motion is clear, it is because CLA chose to reschedule Bidsal's deposition, in an effort to control the discovery process, and miscalculated and set it so late as to hamstring itself. CLA now seeks to remedy its error at Bidsal's expense.

<b>Party to be Deposed</b>	<b>Notice of Deposition Date</b>	<b>Deposition Date Scheduled</b>
Bidsal	June 11, 2020	July 13, 2020
Bidsal	September 25, 2020	October 23, 2020
Bidsal	November 6, 2020	December 15, 2020

CLA first set Bidsal's deposition to occur on July 13, 2020; a date that Bidsal was unavailable. CLA then waited for over two months to reschedule Bidsal's deposition for October 23, 2020. See Exhibits "2" and "4".

The First Amended Scheduling Order came out on August 3, 2020. CLA was well aware on September 25, 2020 (the day it noticed up Bidsal's rescheduled deposition), that the Deadline to Amend was November 2, 2020. Had CLA taken Bidsal's deposition on October 23, 2020, it could have amended its pleading prior to the Deadline to Amend with any information it learned in said deposition. However, CLA **elected to vacate** that scheduled deposition and did not reschedule Bidsal's deposition until after the Deadline to Amend, thus eliminating (for themselves) the opportunity that they would have to amend their pleading based on Bidsal's deposition testimony. See Exhibits "2", "4", "5" and "6". CLA now seeks to penalize Bidsal for its strategic error by attempting to amend its answer and counterclaim, for the FOURTH time, two months prior to the Arbitration Hearing and only one month prior to the close of discovery, a deadline that was moved at CLA's request.

Another example of the gamesmanship that CLA is engaging in is the amount of time it allowed to elapse between receiving Bidsal's First Amended Demand for Arbitration (the "**First Amended Demand**") and this current Motion, which allegedly is in direct response to the First Amended Demand. CLA asserts, "[t]he proposed Fourth Amended Answer and Counterclaim is intended to address the new issues raised by Bidsal's Amended Claim..." The First Amended Demand was timely filed on November 2, 2020; yet CLA did not timely file an answer to the First Amended Demand, rather it waited **78 Days** to file the Motion. What were they waiting for? Plain and simple, they were waiting to take Bidsal's deposition, a deposition that they chose to schedule after the Deadline to Amend. The conundrum of missing the Deadline to Amend is due, in total, to CLA's choices.

CLA tried to justify this 78-day delay, not by referring to the Surprise Trial that was the justification for its request for a continuance in November; strangely, they don't even mention the 12-day trial and the 23 depositions they allegedly were mired in. Instead, new reasons are fabricated, this time: the holidays, COVID-19, working from home, and [Garfinkel's] health are given as justifications. Given that the holidays were of no surprise to anyone and given that the First Amended Demand was filed on November 2, 2020, it is hard to see how the holidays prevented CLA from filing a timely motion. CLA had 23 days between November 2, 2020 and the first holiday, Thanksgiving, to review the First Amended Demand and file a motion accordingly. Clearly CLA did not do so. Taking into account CLA's argument that this proposed Respondent's Fourth Amended Answer and Counterclaim to Bidsal's First Amended Demand (the "**Proposed Fourth Amended Answer**") is in response to "admissions and statements [made] during [Bidsal's] deposition," there is still virtually no justification for waiting thirty-five days to file the present Motion. Bidsal's deposition was taken on December 15, 2020, the present Motion was not filed until January 19, 2021. This issue is compounded by the fact that CLA elected to schedule Bidsal's deposition on December 15, 2020. See Exhibit "6". CLA created the delay justification by scheduling Bidsal's deposition ten days before a Federal holiday. CLA should not be allowed to create a problem and then argue their created problem justifies a delay. Additionally, while we wish Mr. Garfinkel a speedy recovery, the present Motion is the first time Bidsal or his counsel were made aware of any ongoing health matter that had the potential to delay the Arbitration proceedings.

The First Amended Demand was filed on November 2, 2020. CLA did not make ANY attempt to respond to the First Amended Demand until January, 2021. The fact is, more than two months elapsed before CLA made any move to indicate a desire to address the First Amended Demand. Such a lengthy period of silence on this issue indicates that CLA waived any right to assert this argument and is enforced by the fact that the Deadline to Amend had also passed as of November 2, 2020. JAMS Comprehensive Arbitration Rules & Procedures, Rule 10, Changes of Claims, addresses just this situation. "After the Arbitrator is appointed, no new or different claim may be submitted, except with the Arbitrator's approval." "Each Party has the right to respond to any new or amended claim in accordance with Rule 9(c) or (d). Judge Wall approved amendments to pleadings by setting the Deadline to Amend for November 2, 2020. Bidsal complied with Judge Wall's scheduling order by filing the First Amended Demand on November 2, 2020. In accordance with JCARP Rule 9(c) CLA had

to respond to the First Amended Demand within 14 days. Rule 9(c) reads “Within fourteen (14) calendar days of service of the notice of claim, a Respondent may submit to JAMS and serve on other Parties a response and statement of any affirmative defenses, including jurisdictional challenges, or counterclaims it may have.” Clearly CLA failed to meet this deadline; in fact, it failed to meet that deadline by over two months. This gross dismissal of the JCARP and the Arbitrator’s Scheduling Order should not be condoned by granting any part of the present Motion.

## **II. BIDSAL’S OBJECTIONS RELATED TO CLA’S MOTION REGARDING CONTENT**

In the second paragraph of the Motion, CLA completely mischaracterized the content of the Bidsal’s First Amended Demand.

### **A. Bidsal is not attempting to re-litigate the issues from the 2017 Arbitration.**

#### ***Lack of Tender Was Not Adjudicated in the 2017 Arbitration.***

The 2017 Arbitration ordered the sale of Bidsal’s Membership Interests in Green Valley Commerce, LLC (“**GVC**”) to CLA. However, this sale was not to be void of compensation to Bidsal. Indeed the 2017 Arbitration stated that CLA should pay to Bidsal “...a price to be computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the ‘FMV’ portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00)...” See a true and correct copy of an excerpt of the Final Award in JAMS Arbitration No. 1260004569 attached hereto as **Exhibit “7”** and incorporated herein by this reference. Clearly, as the sale was not ordered until April 5, 2019, after the 2017 Arbitration Hearing had concluded, the argument that CLA did not tender the sale amount to Bidsal to effectuate the ordered sale could not have been adjudicated in the 2017 Arbitration Hearing.

### **B. None of the Issues that CLA is Seeking to Add are New Issues.**

#### **1. *Lack of Tender of the Purchase Price by CLA and Waiver of Purchase.***

The issue of whether or not CLA tendered payment to Bidsal for Bidsal’s shares in GVC (the “**Tender Issue**”) was discussed, at length, in relation to CLA’s Motion to Remove Manager filed on May 20, 2020 but was not ruled upon in the subsequent order which was issued on July 20, 2020. Thus, CLA can hardly make the argument that it was without notice that the Tender Issue existed prior to the Deadline to Amend Pleadings or that it was a “new issue” raised by Bidsal in the First Amended Demand.

## **2. Demand for Indemnification**

On May 4, 2020 Bidsal made a Demand for Indemnification from GVC. A true and correct copy of the May 4, 2020 correspondence is attached hereto as **Exhibit "8"** and is incorporated herein by this reference. CLA received this Demand for Indemnification as evidenced by its May 6, 2020 response. A true and correct copy of CLA's response to the Demand for Indemnification is attached hereto as **Exhibit "9"** and is incorporated herein by this reference. In CLA's response it voted not to indemnify Bidsal and contemplated a future ruling that could overrule its vote, "...assuming that here is ever a ruling that Mr. Bidsal is entitled to indemnification..." *Id.* Thus, as of May 4, 2020, six months prior to the Deadline to Amend Pleadings, CLA was placed on notice of this controversy. Any argument that it was caught unaware by Bidsal's First Amended Demand is disingenuous and irrelevant.

### **C. Bidsal and West Coast Investments are Not Licensed Property Managers.**

West Coast Investments ("**WCI**") is not a party to the present matter. Indeed, not even the Proposed Fourth Amended Answer attempted to name WCI as a Counterdefendant. Thus, any argument about what WCI is or is not licensed to do is wholly and completely irrelevant to the present Arbitration.

Second, Bidsal, as Manager of GVC, has been managing the properties owned by GVC, since 2011. Between 2011 and 2019 Bidsal's management of GVC was not contested by CLA. CLA propounded two sets of Interrogatories on Bidsal, none of which contained a question regarding licensure prior to Bidsal's deposition. Additionally, had CLA elected to depose Bidsal prior to the Deadline to Amend and had it asked him about his licensure, it could have incorporated any knowledge gained into a counterclaim. But the reality is, CLA ELECTED not to ask this question via interrogatories and CLA ELECTED to conduct Bidsal's deposition after the Deadline to Amend. CLA admittedly had knowledge of Bidsal's responses to questions regarding licensure on December 15, 2020, yet no request to amend its pleadings was timely made after becoming knowledgeable on that topic. Rather CLA waited 35 days before deciding that it was imperative to amend its pleading to reflect this knowledge. This lack of diligence should not act to the detriment of Bidsal. Any added counterclaim, not addressed in the Third Amended Answer and Counterclaim is without doubt prejudicial to Bidsal.

### **III. ALLOWING THE AMENDMENT AT THIS LATE DATE IS EXTREMELY PREJUDICIAL TO BIDSAL.**

Discovery is set to close in less than one month. Outside of the experts, the depositions of all key witnesses, including Mr. Golshani, have already been concluded. Further, the expert reports, as well as rebuttal expert reports, have been propounded, thereby prohibiting any



The Honorable David Wall (Ret.)  
January 29, 2021  
Page 7 of 7



further opinions from being proffered. Now, after all discovery has been completed, CLA seeks to amend its complaint. Allowing CLA to do so at this late stage is not only prejudicial to Bidsal, but it will potentially force a delay in the proceedings and will certainly run up Bidsal's legal fees as it will require Bidsal to conduct additional discovery to address the delinquent amended counterclaims.

**CONCLUSION**

CLA should not be rewarded for its gamesmanship. In trying to manipulate the discovery schedule to its desired objectives; it has penalized itself and should be made to live with the consequences of its actions. Further, because allowing CLA to amend its Counterclaim at this late stage in the process will be extremely prejudicial to Bidsal, it should not be allowed. As such, Bidsal respectfully requests this Arbitrator to deny CLA's Motion in its entirety and if any costs and/or fees are to be awarded in relation to this Motion that they be awarded to Bidsal.

Sincerely,

SMITH & SHAPIRO, PLLC

*/s/ James E. Shapiro*

James E. Shapiro, Esq.

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

# **Exhibit “1”**

# **Exhibit “1”**

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

Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)

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

SHAWN BIDSAL, an individual,  
  
 Claimant/Counter Respondent  
  
 v.  
  
 CLA PROPERTIES, LLC, a California  
 limited liability company,  
  
 Respondent/Counterclaimant

JAMS Ref. No. 1260005736

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

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

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.

**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.

**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.

**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.

DATED this 12<sup>th</sup> day of May, 2020.

LEVINE & GARFINKEL

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

**CERTIFICATE OF SERVICE**

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

☒ 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](mailto: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](mailto:dgerrard@gerrard-cox.com)

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

# Exhibit “2”

# Exhibit “2”



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

5  
 6 Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 7 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 9 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
 10 *Attorneys for Respondent/Counterclaimant*  
 11 *CLA Properties, LLC*

12  
 13  
 14 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

15  
 16 Claimant/Counter-Respondent

17 v.

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

19  
 20 Respondent/Counterclaimant

**NOTICE OF DEPOSITION**  
**OF SHAWN BIDSAL**

**AND**

**REQUEST FOR PRODUCTION**  
**OF DOCUMENTS**

21  
 22 PLEASE TAKE NOTICE that on July 13, 2020, at the hour of 10:00 a.m. at the Law  
 23 Offices of Rodney T. Lewin, APC, 8665 Wilshire Blvd., Suite 210, Beverly Hills, California,  
 24 90211; telephone (310) 659-6771, Respondent/Counterclaimant CLA Properties, LLC will take  
 25 the deposition of **Shawn Bidsal** upon oral examination before a notary public, or before some  
 26 other officer authorized by law to administer oaths. Said deposition shall continue day to day  
 27  
 28

///

1 until completed.

2           **YOU ARE FURTHER REQUESTED TO PRODUCE WITH YOU AT THE TIME**  
3 **OF YOUR DEPOSITION**, the books, documents, or tangible things attached on Exhibit "A"  
4 hereto in your possession, custody or control. All documents should be produced as they are  
5 kept in the usual course of business or should be organized and labeled to correspond with the  
6 categories listed.  
7

8           DATED this 11<sup>th</sup> day of June, 2020  
9

10                           LEVINE & GARFINKEL

11  
12 By: 

13           Louis E. Garfinkel, Esq.  
14           Nevada Bar No. 3416  
15           1671 W. Horizon Ridge Pkwy, Suite 230  
16           Henderson, NV 89012  
17           Tel: (702) 673-1612/Fax: (702) 735-2198  
18           Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

19           - And -

20           Rodney T. Lewin, Esq.  
21           CAL.SBN. 71664  
22           Law Offices of Rodney T. Lewin, APC  
23           A Professional Corporation  
24           8665 Wilshire Boulevard, Suite 210  
25           Beverly Hills, California 90211  
26           (310) 659-6771  
27           Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
28           Attorneys for Respondent/Counterclaimant  
              CLA Properties, LLC

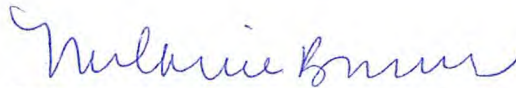
**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 11<sup>th</sup>  
day of June, 2020, I caused the foregoing **NOTICE OF DEPOSITION OF SHAWN  
BIDSAL AND REQUEST FOR PRODUCTION OF DOCUMENTS** 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



Melanie Bruner, an Employee of  
LEVINE & GARFINKEL

**EXHIBIT "A"****SECTION I****DEFINITIONS**

As used below whether in the singular or plural the uppercase words and phrases are defined as follows:

(A) "ACCOUNTING STATEMENT(S)" shall mean and include, income statements, profit and loss statements, balance sheets or statement of affairs, schedules, ledgers and other WRITINGS used or relied upon to prepare either (i) one or more of the foregoing or (ii) tax returns.

(B) "BIDSAL GROUP" shall mean and include Shawn Bidsal or West Coast Investments, Inc, or any of their agents or employees including any attorney s representing either of them, and Henry Manabat.

(C) "CLA GROUP" shall mean and include CLA Properties, LLC, ("CLA") or Ben Golshani or Lita Remoroza.

(D) "EXACT DUPLICATE" shall mean a duplicate or copy upon which no word, date, numbering, signature, initial, stamp, e-mail or fax notation or other marking appears or is heard that does not appear or sound in the same clarity and color as on or in that of which it is a duplicate or copy.

(E) "GREEN VALLEY" shall mean Green Valley Commerce, LLC.

(F) "WRITING(S)" shall mean and include (i) all writings, emails, faxes; texts, notes, memoranda, letters, statements, COMMUNICATIONS, compilations, drawings, graphs, charts, photographs, sound recordings, notes, images, [not sure why you shortened my laundry list, but I did not check to see exactly what you deleted] and any other method of communication, stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form, (ii) for the purposes hereof each WRITING which appears similar or identical to another WRITING shall be considered and treated as a separate WRITING unless it is an EXACT DUPLICATE, but that which is affixed to an e-mail shall not be considered an EXACT DUPLICATE, but rather must be produced even if it is produced separately from that e-mail.

(G) The terms "RELATING TO" or "RELATED TO" shall mean which concerns, mentions, refers to, discusses, describes, comprises or is part of, consists of, or is in any way logically associated with or connected to.

(H) "REFLECT", "REFLECTS", "REFLECTING", "MENTION" or "MENTIONS" shall mean to: show, evidence, constitute, mention, refer to, or discuss, without any limitations as to time.

(I) "YOU" or "YOUR" shall mean the deponent.

(J) "COMMUNICATION(S)" shall mean any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone calls, memoranda, letters, e mails, facsimiles, and texts.

## DOCUMENT REQUESTS

UNLESS SEPARATELY STATED, THE TIME PERIOD FOR PRODUCTION SHALL BE FROM JANUARY 1, 2011 TO THE DATE OF PRODUCTION

1. All WRITINGS YOU sent to or received from any of the CLA GROUP RELATED TO GREEN VALLEY.
2. All WRITINGS YOU sent to or received from Clifton Larson Allen, Jim Main and any other partner, employee of Clifton Larson Allen RELATED TO GREEN VALLEY or this Arbitration
3. Each WRITING RELATING TO or which MENTIONS any calculation the amount that should be paid by one GREEN VALLEY member to the other member for the latter's membership interest in GREEN VALLEY.
4. All WRITINGS RELATING TO GREEN VALLEY'S sale(s) of parts of its property.
5. All WRITINGS constituting or RELATING TO COMMUNICATIONS between YOU on the one hand and any member of the CLA GROUP on the other, RELATING TO the calculation of distributions to made to the members of GREEN VALLEY.
6. All WRITINGS RELATING TO one or more provisions of the Operating Agreement for Mission Square, LLC and/or for Country Club LLC.
7. All WRITINGS RELATING TO or which supports your claim for compensation for managing the affairs of GREEN VALLEY.

# **Exhibit “3”**

# **Exhibit “3”**

PTNC  
 Louis E. Garfinkel, Esq.  
 Nevada Bar No. 3416  
 LEVINE & GARFINKEL  
 1671 W. Horizon Ridge Pkwy, Suite 230  
 Henderson, NV 89012  
 Tel: (702) 673-1612/Fax: (702) 735-2198  
 Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

Rodney T. Lewin, CAL.SBN. 71664  
 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)

Attorneys for Respondent/Counterclaimant

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 SECOND SET OF INTEROGATORIES  
 TO SHAWN BIDSAL**

**Nos: 11**

**DEFINITIONS**

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

The term COMMUNICATION when appearing in capital letters shall mean and refer to any verbal, written or electronic transmission of information, including, without limitation, discussions, conversations, telephone

1 calls, memoranda, letters, e mails, facsimiles, and texts.

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

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

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

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

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

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

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

## 26 INTERROGATORIES

### 27 INTERROGATORY NO. 11:



1 If you contend that on September 2, 2017 Green Valley had any “prorated”  
2 liabilities” as that term is used in the buyout formula contined inSection 4 of Article V of  
3 the Green Valley Commerce LLC operating agreement

4 **“(FMV - COP) x 0.5 + capital contribution of the [selling] Member at the time of**  
5 **purchasing the property minus prorated liabilities”**

6 describe in detail each such prorated liability including the amount thereof.

7  
8 Dated: July 10, 2020.

LAW OFFICES OF RODNEY T. LEWIN,  
A Professional Corporation

9  
10 By /s/ Rodney T. Lewin  
11 RODNEY T. LEWIN,  
12 Attorneys for Respondent  
13  
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**CERTIFICATE OF SERVICE**

I hereby certify that I am a principal of LAW OFFICES OF RODNEY T. LEWIN, A.P.C., and that on the 10<sup>th</sup> day of July, 2020, I served a true and correct copy of the foregoing **CLA'S SECOND SET OF INTEROGATORIES TO SHAWN BIDSAL**, by emailing a copy of the same, with Exhibits (if any), to:

Individual	Email address:	Role
Louis Garfinkel, Esq.	<a href="mailto:LGarfinkel@lgealaw.com">LGarfinkel@lgealaw.com</a>	Attorney for CLA
James E. Shapiro, Esq.	JShapiro@smithshapiro.com	Attorney for Shawn Bidsal
Douglas D. Gerrard, Esq.	<a href="mailto:dgerrard@gerrard-cox.com">dgerrard@gerrard-cox.com</a>	Attorney for Shawn Bidsal

*/s/ Rodney T. Lewin*

An Employee of Law Offices of Rodney T. Lewin, A.P.C.

# **Exhibit “4”**

# **Exhibit “4”**

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](mailto: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 Tel: (310) 659-6771  
 15 Email: [rod@rtlewin.com](mailto: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.

**NOTICE OF DEPOSITION**  
**OF SHAWN BIDSAL**

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

23 Respondent/Counterclaimant

24 PLEASE TAKE NOTICE that on October 23, 2020, at the hour of 9:00 a.m. at Litigation  
 25 Services, 3960 Howard Hughes Parkway, Suite 700, Las Vegas, Nevada 89169; telephone (800)  
 26 330-1112, Respondent/Counterclaimant CLA Properties, LLC will take the deposition of **Shawn**  
 27 **Bidsal** upon oral examination before a notary public, or before some other officer authorized by

28 ///

///

1 law to administer oaths. Said deposition shall continue day to day until completed.

2  
3 Dated this 25<sup>th</sup> day of September, 2020

4  
5 LEVINE & GARFINKEL

6  
7 By: 

8 Louis E. Garfinkel, Esq.

9 Nevada Bar No. 3416

10 1671 W. Horizon Ridge Pkwy, Suite 230

11 Henderson, NV 89012

12 Tel: (702) 673-1612/Fax: (702) 735-2198

13 Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

14 - And -

15 Rodney T. Lewin, Esq.

16 CAL.SBN. 71664

17 Law Offices of Rodney T. Lewin, APC

18 A Professional Corporation

19 8665 Wilshire Boulevard, Suite 210

20 Beverly Hills, California 90211

21 Tel: (310) 659-6771

22 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)

23 *Attorneys for Respondent/Counterclaimant*

24 *CLA Properties, LLC*



# **Exhibit “5”**

# **Exhibit “5”**

**From:** [James E. Shapiro](#)  
**To:** [rod@rtlewin.com](mailto:rod@rtlewin.com)  
**Cc:** [Louis E. Garfinkel](#); [agayrich@aol.com](mailto:agayrich@aol.com); [Doug Gerrard](#); [Aimee Cannon](#)  
**Subject:** RE: rescheduling depositions;  
**Date:** Monday, October 19, 2020 8:54:34 AM

---

Rod,

Thanks for the email. Unfortunately, your email does *not* accurately reflect our conversation which occurred two days prior to your email. First, in our conversation last Tuesday, we did discuss continuing Main and Bidsal's depositions, but we never discussed Golshani's deposition. Second, while we discussed Bidsal's compensation, we never discussed any stipulation, nor do I feel one would be appropriate.

While I still have not seen any formal notices vacating or postponing Main or Bidsal's depositions, based upon your email, we will not be appearing for any of the depositions this week.

Sincerely,

*James E. Shapiro, Esq.*  
[jshapiro@SmithShapiro.com](mailto:jshapiro@SmithShapiro.com)




---

**From:** Rodney T. Lewin <rod@rtlewin.com>  
**Sent:** Thursday, October 15, 2020 10:00 AM  
**To:** James E. Shapiro <JShapiro@smithshapiro.com>; Doug Gerrard <dgerrard@gerrard-cox.com>  
**Cc:** Louis E. Garfinkel <LGarfinkel@lgealaw.com>; agayrich@aol.com; ben@claproperties.com  
**Subject:** rescheduling depositions;  
**Importance:** High

Jim I hope I hope you're having a good time in Florida.

As we discussed on Tuesday, given our current motion and the timetable for its resolution, as well as additional supplemental responses that you were going to provide, it makes sense to continue and reschedule the depositions of Main, Bidsal and Golshani. You stated you would cooperate with this rescheduling. We appreciate that. Those depositions will not proceed as scheduled. Please call me to discuss new dates and also to discuss extending the current deadlines to accommodate the changes.



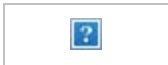
Further we talked about Bidsal's claim for compensation. You advised that Mr. Bidsal would only be seeking compensation from the effective date of the sale and that he is not seeking compensation for any time before that. I will prepare a stipulation to that effect. Thank you for the clarification.

Cordially...

Rodney T. Lewin  
**Law Offices of Rodney T. Lewin, APC**  
**8665 Wilshire Blvd**  
**Suite 210**  
**Beverly Hills, California**  
**90211-2931**  
**Tele: 310-659-6771**  
**Fax: 310-659-7354**  
**E-Mail: [rod@rtlewin.com](mailto:rod@rtlewin.com)**

**CONFIDENTIAL COMMUNICATIONS**

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This e-mail message and any files transmitted with it may also be subject to the attorney-client privilege and attorney work-product doctrine, and contain confidential information intended only for the person(s) to whom this e-mail message is addressed. If you have received this e-mail message in error, please notify the sender immediately by electronic mail ([rod@rtlewin.com](mailto:rod@rtlewin.com)) and destroy the original message without making a copy. Thank you.



This email has been checked for viruses by AVG antivirus software.  
[www.avg.com](http://www.avg.com)

# **Exhibit “6”**

# **Exhibit “6”**

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

6 Rodney T. Lewin, Esq.  
 CAL.SBN. 71664  
 7 Law Offices of Rodney T. Lewin, APC  
 A Professional Corporation  
 8 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, California 90211  
 9 Tel: (310) 659-6771  
 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)  
 10 *Attorneys for Respondent/Counterclaimant*  
 11 *CLA Properties, LLC*

12  
 13  
 14 SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

15 Claimant/Counter-Respondent

16 v.

**NOTICE OF DEPOSITION**  
**OF SHAWN BIDSAL**

17  
 18 CLA PROPERTIES, LLC, a California  
 limited liability company,

19 Respondent/Counterclaimant  
 20  
 21

22 PLEASE TAKE NOTICE that on December 15, 2020, at the hour of 9:00 a.m. at  
 23 Litigation Services, 3960 Howard Hughes Parkway, Suite 700, Las Vegas, Nevada 89169;  
 24 telephone (800) 330-1112, Respondent/Counterclaimant CLA Properties, LLC will take the  
 25 deposition of **Shawn Bidsal** upon oral examination before a notary public, or before some other

26 ///

27 ///

1 officer authorized by law to administer oaths. Said deposition shall continue day to day until  
2 completed.

3  
4 Dated this 6<sup>th</sup> day of November, 2020

5  
6 LEVINE & GARFINKEL

7  
8 By: 

Louis E. Garfinkel, Esq.

Nevada Bar No. 3416

1671 W. Horizon Ridge Pkwy, Suite 230

Henderson, NV 89012

Tel: (702) 673-1612/Fax: (702) 735-2198

Email: [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

11  
12 - And -

13 Rodney T. Lewin, Esq.

CAL.SBN. 71664

14 Law Offices of Rodney T. Lewin, APC

A Professional Corporation

15 8665 Wilshire Boulevard, Suite 210

16 Beverly Hills, California 90211

Tel: (310) 659-6771

17 Email: [rod@rtlewin.com](mailto:rod@rtlewin.com)

18 *Attorneys for Respondent/Counterclaimant*

*CLA Properties, LLC*


**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of LEVINE & GARFINKEL, and that on the 9<sup>th</sup> day of November, 2020, I caused the foregoing **NOTICE OF DEPOSITION OF SHAWN BIDSAL** to be served as follows:

☒ 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](mailto: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](mailto:dgerrard@gerrard-cox.com)

  
\_\_\_\_\_  
Melanie Bruner, an Employee of  
LEVINE & GARFINKEL

# **Exhibit “7”**

# **Exhibit “7”**

V  
RELIEF GRANTED AND DENIED

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

1. Within ten (10) days of the issuance of this Final Award, Respondent Sharam Bidsal also known as Shawn Bidsal ("Mr. Bidsal") shall (A) transfer his fifty percent (50%) Membership Interest in Green Valley Commerce, LLC ("Green Valley"), free and clear of all liens and encumbrances, to Claimant CLA Properties, LLC, at a price computed in accordance with the contractual formula set forth in Section 4.2 of the Green Valley Operating Agreement, with the "FMV" portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00) and, further, (B) execute any and all documents necessary to effectuate such sale and transfer.
2. Mr. Bidsal shall take nothing by his Counterclaim.
3. As the prevailing party on the merits, CLA shall recover from Mr. Bidsal the sum and amount of \$298,256.00, as and for contractual attorneys' fees and costs reasonably incurred in connection with this arbitration.
4. Except as permitted under JAMS Comprehensive Arbitration Rule 24, neither side may file or serve any further written submissions, without the prior written permission of the Arbitrator. See JAMS Comprehensive Rule 29.
5. To the extent, if any, that there is any inconsistency and/or material variance between anything in this Final Award and the Interim Award, Merits Order No. 1 and/or any other prior order or ruling of the Arbitrator, this Final Award shall govern and prevail in each and every such instance.

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

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



Dated: April 5, 2019

---

STEPHEN E. HABERFELD  
Arbitrator



# Exhibit “8”

# Exhibit “8”



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

May 4, 2020

*Via U.S. Mail and email to:*

CLA Properties, LLC  
 c/o Rodney T. Lewin, Esq.  
 Law Offices of Rodney T. Lewin, APC  
 8665 Wilshire Boulevard, Suite 210  
 Beverly Hills, CA 90211  
[rod@rtlewin.com](mailto:rod@rtlewin.com)

CLA Properties, LLC  
 c/o Louis E. Garfinkel, Esq.  
 Levine & Garfinkel  
 1671 W. Horizon Ridge Pkwy., Suite 230  
 Henderson, NV 89012  
[lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com)

**RE: Green Valley Commerce, LLC**

**SHAWN BIDSAL'S DEMAND FOR INDEMNIFICATION**

To CLA Properties, LLC:

As you well aware, this office represents Shawn Bidsal ("**Bidsal**"), who owns 50% of the membership interest in Green Valley Commerce, LLC (the "**Company**"). As you are also aware, on March 4, 2020, CLA Properties, LLC ("**CLAP**") asserted certain claims against Bidsal (the "**Claims**") as part of the Arbitration identified as JAMS Reference Number 1260005736 (the "**Arbitration**") for mismanagement.

Article XI of the Company's Operating Agreement provides for the indemnification of managers against claims arising "by reason of the fact that he or she is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member shareholder, director, officer, partner, trustee, employee or agent of any other Person, joint venture, trust or other enterprise." Because the Claims are based upon Bidsal's actions as a manager of the Company, Bidsal is hereby demanding that the Company indemnify him against these claims as provided for in Article XI of the Company's Operating Agreement.

Further, Section 5 of Article XI, mandates that the expenses of a manager "incurred in defending a civil or criminal action, suit or proceeding **must** be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager..." Because this obligation for the Company to reimburse Bidsal's expenses incurred in defending against the mismanagement claims is mandatory, the only question that remains to be voted on by the members is the amount of the bond to be posted. We propose that the bond be set at \$50,000.00.

[smithshapiro.com](http://smithshapiro.com)

J:\17321\002.Arbitration (2020)\Correspondence\ltr.Lewin.(Indemnification).docx

Main 3333 E. Serene Ave., Suite 130, Henderson, NV 89074  
 West 2915 Lake East Drive, Las Vegas, NV 89117

Office 702.318.5033  
 Fax 702.318.5034

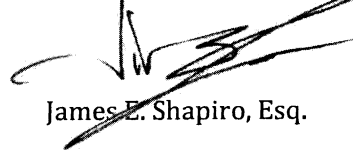
CLA Properties, LLC  
May 4, 2020  
Page 2 of 2



Pursuant to Section 12 of the Operating Agreement, Bidsal hereby votes in favor of the Company indemnifying Bidsal against the claims being asserted against Bidsal for mismanagement. Further, Bidsal votes that the bond amount be set at \$50,000.00. Please let us know how CLAP votes on these two matters.

Sincerely,

SMITH & SHAPIRO, PLLC



James E. Shapiro, Esq.

cc: Shawn Bidsal (*via email only*)

**Exhibit “9”**

**Exhibit “9”**

RODNEY T. LEWIN  
NOREEN SPENCER LEWIN\*  
CHANDLER OWEN BARTLETT  
ALLYSON P. WITTNER

*Law Offices of*  
**RODNEY T. LEWIN**  
A PROFESSIONAL CORPORATION  
8665 WILSHIRE BOULEVARD, SUITE 210  
BEVERLY HILLS, CALIFORNIA 90211-2931  
TELEPHONE: (310) 659-6771  
TELECOPIER: (310) 659-7354

RANDALL A. SPENCER\*  
RICHARD D. AGAY  
MICHAEL Y. LAVAE  
JACK DWOSH  
OF COUNSEL  
\*ALSO LICENSED IN ILLINOIS  
WRITER'S EMAIL:

May 6, 2020

**Via U.S. Mail and email**

Shawn Bidsal  
c/o James E. Shapiro, Esq.  
Smith & Shapiro  
2520 St. Rose Parkway, Suite 220  
Henderson, NV 89074

Re: Green Valley Commerce LLC ("Green Valley")

To: Shawn Bidsal:

On behalf of CLA Properties, LLC ("CLA") we respond to Mr. Shapiro's letter dated May 4, 2020 and the demand for indemnification.

First we do not believe that Article XI Section 5 is intended to address disputes between managers and members.

Second whatever indemnification claim is made, Article III section 12.1 (B) requires an affirmative vote of 90 percent of the members and CLA does not agree thereto, and to the extent any vote is required, CLA votes "no" on whatever motions or matters you refer to in your letter.

Third assuming that there is ever a ruling that Mr. Bidsal is entitled to indemnification, CLA demands the same protection and payment of its attorney's fees since it too has been charged in the arbitration.

Lastly, so there's no misunderstanding, CLA has not sought damages against Mr. Bidsal relating to his mismanagement of the Green Valley properties (see the prayer). Although the day-to-day management of the Green Valley properties was previously delegated to Mr. Bidsal (just as Mission Square's day to day management was delegated to CLA) that consent has been previously withdrawn. And if there was any doubt, CLA's withdrawal of its consent to such delegation for the reasons set forth in the counterclaim is implicit therein; if for any reasons it is determined that it has not been, CLA now (and again) makes clear that its consent is withdrawn.

The fact is by virtue of the arbitration award and the Nevada judgment CLA is the equitable owner of Mr. Bidsal's membership interest in Green Valley and the day to day management of Green Valley's properties should be delegated to it; or alternatively, to the extent such functions are commonly performed by a property management company, then to an independent third party

May 6, 2020  
Shawn Bidsal  
c/o James E. Shapiro, Esq.  
Page 2

management company. The chances of Mr. Bidsal overturning the judgment are slim, at best, and the parties no longer have the same interests in maintaining the property or maximizing its income. Given the delay resulting from Mr. Bidsal's appeal he should not continue to have any control of the management of the properties, or of Green Valley's books and records, especially since he now claims entitlement to be paid for his services<sup>1</sup>.

So to make it clear, we are not seeking the removal of Mr. Bidsal as a manager of Green Valley, and to the extent that CLA's Counterclaim so states we are withdrawing that claim. What we are seeking is that Mr. Bidsal refrain from continuing to manage the Green Valley properties and for CLA (or a third party property management company) to take over day to day duties relating thereto, including without limitation, for CLA to take possession and maintenance of Green Valley's books and records. As noted CLA has withdrawn its consent to the delegation of the day to day responsibilities of management of the properties to Mr. Bidsal.

Very truly yours,  
LAW OFFICE OF RODNEY T. LEWIN, APC  
Rodney T. Lewin, Esq.

cc: Shawn Bidsal c/o Douglas Gerrard, Esq (via email only)

---

<sup>1</sup> CLA denies any such entitlement.

# **EXHIBIT 228**

RODNEY T. LEWIN  
 NOREEN SPENCER LEWIN\*  
 CHANDLER OWEN BARTLETT  
 ALLYSON P. WITTNER

*Law Offices of*  
**RODNEY T. LEWIN**  
 A PROFESSIONAL CORPORATION  
 8665 WILSHIRE BOULEVARD, SUITE 210  
 BEVERLY HILLS, CALIFORNIA 90211-2931  
 TELEPHONE: (310) 659-6771  
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RANDALL A. SPENCER\*  
 RICHARD D. AGAY  
 MICHAEL LAVAE  
 OF COUNSEL  
 \*ALSO LICENSED IN ILLINOIS

WRITER'S EMAIL:  
 ROD@RTLEWIN.COM

February 2, 2021

***Via Email Only***

Dwall@jamsadr.com

The Honorable David Wall (Ret.):

JAMS

3800 Howard Hughes Parkway,

11th Floor

Las Vegas, Nevada 89169

Re: *Bidsal v. CLA Properties*

JAMS Ref: 1260005736

**Respondent/Counterclaimant's Reply In Support of Motion for Leave to File Fourth Amended Answer and Counterclaim**

Dear Judge Wall:

On January 19, 2021, Respondent/Counterclaimant CLA Properties, LLC submitted its Motion for Leave to File Fourth Amended Answer and Counterclaim ("Motion"). The Motion argued, among other things, that there was no prejudice to Claimant/Counterdefendant Shawn Bidsal ("Bidsal") arising out of the proposed Fourth Amended Answer And Counterclaim because (i) discovery was still open; (ii) there were no new issues or surprises raised by the proposed amended pleading; (iii) all of the changes were related to matters well known by Bidsal and his attorneys; and (iv) had been testified about it and discussed in expert reports. The Motion outlined the changes in detail.

On January 9, 2020, Bidsal filed his Opposition to Motion for Leave to File Fourth Amended Answer and Counterclaim ("Opposition").

The Opposition is long on rhetoric, but short on addressing the real issues pertaining to the Motion. Bidsal does not dispute the fact that there are no new issues or surprises raised by the proposed amended pleading or that all of the changes relate to matters well known by Bidsal and his attorneys, and which have been testified about or discussed in the expert reports.

Bidsal also does not dispute, or even mention, that very little in the proposed Fourth Amended Answer And Counterclaim is actually changed except for the assertion of affirmative defenses, which were brought to Bidsal's counsel's attention before the deposition of Benjamin Golshani ("Golshani"). Further, the facts relating to the proposed affirmative defenses (with the exception of lack of licensure) are already in the operative pleading, e.g., Bidsal refused to sell



The Honorable David Wall (Ret.)

Page 2

which translates to his failure to tender performance or his refusal to turn over management, which in effect is his failure to mitigate his losses incurred relating to management of the property.

While Bidsal did raise the issue of tender in opposition to CLA's Motion for Turnover of Management, it was a not "Claim" until his amended pleading. No matter how Bidsal attempts to gloss over this new "Claim," it is a brazen attempt to litigate the underlying Award entered by Judge Haberfeld, which was confirmed in the District Court, where Bidsal was ordered to proceed with the sale of his membership interest in Green Valley Commerce, LLC. If Bidsal was going to argue that a lack of a tender was a defense to the sale of his membership interest, then Bidsal could have and/or should have brought that defense in the arbitration before Judge Haberfeld.

Bidsal did make a demand for indemnification a long time ago, which was rejected. However, it was not until Bidsal's amended pleading was filed that it became a "Claim".

CLA admits that the proposed Fourth Amended Answer And Counterclaim is not timely because of the holidays, COVID and having to work from home, and Mr. Garfinkel being ill. Nevertheless, Bidsal has failed to demonstrate any prejudice. There is nothing in CLA's proposed amended pleading including affirmative defenses that force a delay in the proceedings. Other than just saying that Bidsal would be prejudiced, Bidsal does not offer even an attempt to show how.

JAMS Rule 9 is entitled "Notice of Claims". Rule 9(a) states pertinent in part "No claim, remedy, counterclaim or affirmative defense will be considered by the Arbitrator in the absence of such prior notice to the other Parties, unless the Arbitrator determines that no Party has been unfairly prejudiced by such lack of formal notice or all parties agree that such consideration is appropriate notwithstanding the lack of prior notice."

Under Rule 9(a), the Arbitrator has the authority to consider a claim, remedy, counterclaim or affirmative defense even in the absence of formal notice provided that no party has been unfairly prejudiced by such lack of formal notice or all parties agree that such consideration is appropriate notwithstanding the lack of prior notice. Here, CLA's counsel advised Bidsal's counsel before the deposition of Golshani of his intention to seek leave to assert additional affirmative defenses and provided counsel with the defenses before Golshani's deposition so they would be able to question Golshani about those defenses. There is simply no prejudice to Bidsal.

For the above and foregoing reasons, CLA's Motion for Leave to File a Fourth Amended Answer and Counterclaim should be granted.

Respectfully Submitted,

LAW OFFICES OF RODNEY T. LEWIN, APC

/s/ *Rodney T. Lewin*

RODNEY T. LEWIN  
Attorneys for CLA Properties, LLC

LEG/mb

cc: James Shapiro, Esq. (via Jams – [jshapiro@smithshapiro.com](mailto:jshapiro@smithshapiro.com))

The Honorable David Wall (Ret.)

Page 3

Doug Gerrard, Esq. (via Jams- [dgerrard@gerrard-cox.com](mailto:dgerrard@gerrard-cox.com))

Louis Garfinkel, Esq. (via Jams - [lgarfinkel@lgealaw.com](mailto:lgarfinkel@lgealaw.com))

# **EXHIBIT 229**

HON. DAVID T. WALL (Ret.)  
 JAMS  
 3800 Howard Hughes Pkwy., 11<sup>th</sup> Floor  
 Las Vegas, NV 89169  
 Phone: (702) 457-5267  
 Fax: (702) 437-5267  
*Arbitrator*

**JAMS**

BIDSAL, SHAWN,	)	Ref. No. 1260005736
	)	
Claimant,	)	
	)	<b>ORDER ON RESPONDENT'S</b>
v.	)	<b>PENDING MOTIONS</b>
	)	
CLA PROPERTIES, LLC,	)	
	)	
Respondents.	)	
	)	

---

On January 19, 2021, Respondent filed a Motion for Leave to File Fourth Amended Answer and Counterclaim. On January 26, 2021, the undersigned Arbitrator directed that any responsive brief be filed by Claimant on or before January 29, 2021. Claimant filed a timely Opposition to this Motion on January 29, 2021, and Respondent filed a Reply brief on February 2, 2021.

On January 26, 2021, Respondent filed an Emergency Motion For Order Compelling Completion of Deposition of Jim Main, CPA. On January 27, 2021, the undersigned Arbitrator directed that any responsive brief be filed by Claimant on or before February 2, 2021. Claimant filed a timely Opposition to the Motion on January 29, 2021, and Respondent filed a Reply brief on February 3, 2021.

On or about April 30, 2020, the Arbitrator issued a Report of Preliminary Arbitration Conference and Scheduling Order in this matter, which states in pertinent part as follows: "Motions

will be decided by the Arbitrator on the briefs only, unless a hearing is specifically requested in the briefs and/or deemed necessary by the Arbitrator.” The briefs on both Motions do not contain such a request, and the Arbitrator does not deem a hearing necessary on either Motion. Each Motion is addressed separately.

A. Respondent’s Motion for Leave to File Fourth Amended Answer/Counterclaim

Pursuant to an Amended Scheduling Order issued on or about August 3, 2020, the last day to amend pleadings was determined to be November 2, 2020. On that day, Claimant filed a First Amended Demand which included claims in addition to those previously filed. JAMS Comprehensive Rule 9(c) provides that a response to notice of claims shall be submitted within fourteen (14) days after notice of the claims has been served. Rule 10 provides for fourteen (14) days to respond to any new or different claims during the pendency of the proceedings. Although the deadline for amending claims or defenses in the instant action was set for November 2, 2020, application of the JAMS Rules conferred on Respondent until November 16, 2020, to file any pleading responsive to Claimant’s First Amended Demand. By this Motion, Respondent seeks leave for a late-filed Fourth Amended Answer and Counterclaim to address Claimant’s new claims and to clarify matters in Respondent’s existing responsive pleading.

According to the Declaration of Respondent’s counsel, a draft of the proposed Fourth Amended Answer and Counterclaim was sent to Claimant’s counsel on January 12, 2021, along with a request for a stipulation to allow it to be filed. On January 14, 2021, Claimant’s counsel declined that request.

The Declaration also identifies reasons for the delay in filing the Fourth Amended Answer and Counterclaim, including the serious illnesses of both counsel for Respondent, illness to legal

support staff and the intervention of the holiday season. Claimant objects to the filing of the Fourth Amended Answer and Counterclaim as being untimely, without good cause for the delay.

In addressing undue delay, Claimant points to the fact that the Motion is not submitted based on newly-discovered facts or evidence, and that the additions to Claimant's First Amended Demand are based on facts and evidence known to all parties long before the amendment. Although Claimant argues that he is prejudiced by the filing of the Fourth Amended Answer and Counterclaim, no specific allegation of prejudice is set forth in the brief.

Based on all of the pleadings and papers on file herein, Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim is hereby GRANTED, and the Fourth Amended Answer and Counterclaim shall be filed forthwith. Pursuant to JAMS Rule 10, Claimant shall have fourteen (14) days thereafter to file any amended pleading responsive to the Counterclaim.

**B. Respondent's Emergency Motion For Order Compelling Completion of Deposition of Jim Main, CPA**

Accountant Jim Main, who was apparently intimately involved in the financial operations of the entities at issue, was originally listed as a percipient witness by both parties in this proceeding.

On June 11, 2020, Respondent noticed Main's deposition for July 9, 2020. Thereafter, Claimant filed a Motion to Quash regarding (among other issues) the enforceability of the deposition subpoena. In an Order on July 20, 2020, the Arbitrator determined that "federal law in this jurisdiction does not vest the Arbitrator with the authority to enforce such subpoenas in this matter." See, Order on Pending Motions, July 20, 2020, p. 5. Any witness could, of course, appear voluntarily for deposition.

On September 25, 2020, Respondent re-noticed the deposition of Main for October 20, 2020, in conjunction with a schedule determined with the assistance of Main's employer. On October 14, 2020, Respondent unilaterally vacated that deposition date. The deposition was re-noticed by Respondent on November 9, 2020, again with the assistance of Main's employer, and scheduled to occur on December 20, 2020.

The deposition commenced on that day at 9:23 a.m. After the first break in the questioning, the transcript notes Respondent's counsel making a record of the fact that Main has advised the parties that he can only testify until 1:15 p.m., and voicing counsel's opinion that the deposition will not be concluded and would need to be rescheduled. Claimant's counsel then states on the record his opposition to any further deposition dates for Main.

Respondent's counsel continued questioning Main until approximately 1:05 p.m., at which time he provided Claimant's counsel with an opportunity to question Main while reserving his right to request future dates to complete Respondent's questioning of Main. The deposition continued thereafter until approximately 1:25 p.m.

On the following day, counsel for Respondent contacted counsel for Main to try to schedule another date to continue questioning Main. After a number of communications, Main's attorney contacted Respondent's counsel saying that Main could not commit to a date for renewed questioning given work commitments. Main's attorney extended an offer to continue the deposition by written questions pursuant to NRCP 31.

By this Motion, Respondent seeks an Order of the Arbitrator requiring Main to sit for a second session of his deposition.

As set forth in the July 30, 2020 Order on Pending Motions, the Arbitrator cannot order Main to appear for another deposition. Respondent has cited no authority for the proposition that

by voluntarily appearing for a first session, Main has submitted himself to the jurisdiction of the Arbitrator.

Respondent also suggests that during the first session, Main agreed to a second session.

The colloquy, at the very end of the first session, reads as follows:

MR. LEWIN [Respondent's counsel]: I'd like to – Mr. Main, I'd like – is there any dates that you can provide counsel with some dates that you might be available and have him contact us so we can try to schedule another session?

...

THE WITNESS [Main]: I'll talk to counsel about that, Rod. Okay? I mean – and then we'll just try to compare. It's hard to get this booked today floating around. But, yes, we will do that.

Remote Deposition of Jim Main, CPA, Taken By A Certified Court Reporter, December 10, 2020, pp. 135-36.

Main's "yes, we will do that" seems to be more of an agreement to try to compare dates than it is an agreement to appear for a second session. Under any circumstances, it does not provide the Arbitrator with any independent authority to order Main to appear again. And, as it occurred at the very close of the first session, the statement may not be used as some sort of detrimental reliance on Respondent's part regarding an imminent second deposition session.

Respondent has also failed to establish any substantial prejudice in only being able to depose Main for approximately four-and-a-half hours on December 20, 2020, or why written questioning as offered by Main's attorney pursuant to NRCP 31 would not suffice.<sup>1</sup>

---

<sup>1</sup> To the extent that NRCP 31(a)(2)(A) requires leave of the Arbitrator to examine Main through written questions, assuming Main is still amenable, leave is hereby granted, as long as the process can be completed within the confines of the current Second Amended Scheduling Order. The Arbitrator is not inclined to materially deviate from that Scheduling Order to accommodate this process.



Based on all of the pleadings and papers on file herein, Respondent's Emergency Motion  
For Order Compelling Completion of the Deposition of Jim Main, CPA is hereby DENIED.

Dated: February 4, 2021

A handwritten signature in blue ink, appearing to read "D. T. Wall", is written over a horizontal line.

Hon. David T. Wall (Ret.)  
Arbitrator