

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 18

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1
2 I, JIM MAIN, CPA, do hereby declare under
3 penalty of perjury that I have read the foregoing
4 transcript; that I have made any corrections as appear
5 noted, in ink, initialed by me, or attached hereto;
6 that my testimony as contained herein, as corrected, is
7 true and correct.

8 EXECUTED this ____ day of _____,
9 20____, at _____, _____.
(City) (State)

10
11
12
13 _____
JIM MAIN, CPA

REPORTER'S DECLARATION

STATE OF NEVADA)

COUNTY OF CLARK)

I, Lisa Makowski, CCR No. 345, declare as follows:

That I reported the taking of the deposition of the witness, JIM MAIN, CPA, commencing on Thursday, December 10, 2020, at the hour of 9:23 a.m.

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth; that, before the proceedings' completion, the reading and signing of the deposition has been requested by the deponent or a party.

That I thereafter transcribed said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true and accurate transcription of said shorthand notes taken down at said time.

I further declare that I am not a relative or employee of any party involved in said action, nor a person financially interested in the action.

Dated at Las Vegas, Nevada this 22nd day of January, 2021.

A handwritten signature in cursive script, appearing to read "Lisa Makowski", written over a horizontal line.

Lisa Makowski, CCR 345

[& - 32]

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[accrual - appreciate]

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Nevada Rules of Civil Procedure
Part V. Depositions and Discovery

Rule 30

(e) Review by Witness; Changes; Signing. If requested by the deponent or a party before completion of the deposition, the deponent shall have 30 days after being notified by the officer that the transcript or recording is available in which to review the transcript or recording and, if there are changes in form or substance, to sign a statement reciting such changes and the reasons given by the deponent for making them. The officer shall indicate in the certificate prescribed by subdivision (f)(1) whether any review was requested and, if so, shall append any changes made by the deponent during the period allowed.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

Exhibit “9”

Exhibit “9”

DECLARATION OF JAMES E. SHAPIRO

I, James E. Shapiro, do hereby declare under penalty of perjury under the law of the State of Nevada in accordance with N.R.S. § 53.045 as follows:

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

2. I am a duly licensed attorney in the State of Nevada and a partner with the law firm of Smith & Shapiro, PLLC, with offices located at 3333 E. Serene Ave., Suite #130, Henderson, NV 89074.

3. Smith & Shapiro, PLLC is counsel for the Claimant Shawn Bidsal ("Bidsal") in the arbitration matter referred to as JAMS Ref No. 1260005736 (the "Arbitration").

4. On September 23, 2020, I had a teleconference with counsel for CLA Properties, LLC ("CLA"), the Respondent in this Arbitration. Present during this teleconference (the "September 23rd Teleconference"), representing CLA, was Louis Garfinkel ("Garfinkel") and Rod Lewin ("Lewin").

5. During the September 23rd Teleconference, Garfinkel and Lewin informed me that they wanted to tee up the deposition of Jim Main and the Person Most Knowledgeable of Clifton Larson Allen on October 20, 2020. Garfinkel indicated that he would contact the Clifton Larson Allen general counsel to firm up the date.

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

DATED this 29th day of January, 2021.


James E. Shapiro

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

Exhibit “10”

Exhibit “10”

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 NOREEN SPENCER LEWIN*
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RANDALL A. SPENCER*
 RICHARD D. AGAY
 MICHAEL LAVAE
 OF COUNSEL
 *Also licensed in Illinois

writer's email:
 rod@rtlewin.com

December 11, 2020

Via Email Only

Blake Doerr
 Lewis Brisbois
 6385 South Rainbow Blvd.,
 Suite 600, Las Vegas, NV 89118

Re: *Bidsal v. CLA Properties*
 JAMS Ref: 1260005736
 Adjourned Main Deposition

Dear Blake:

Yesterday, shortly after 11 during Mr. Main's deposition Mr. Main unexpectedly informed us that he had to leave because of prior commitments at noon. He subsequently agreed to stay until 1:15 (he actually stayed until approximately 1:25).

We had not been previously informed of this, nor had we agreed to his deposition ending early. Accordingly I was not able to complete my questioning and the deposition was adjourned, not finished. I interrupted my questioning to allow Mr. Gerrard to ask some questions, and he did not finish either.

I am puzzled why Mr. Main's need to adjourn early was not disclosed before. As you know his company produced over 4,000 pages of documents. You and I had spoken about the deposition and nothing was mentioned about ending early.

As indicated, we have not completed our questioning, and would like to get some dates from him for the continuance and completion of his deposition. Would you please advise of three available dates beginning of January.

Thank you.

Very truly yours,

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

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

f:\7251\letters\blake.121120

APPENDIX (PX)003769

Page 2

Louis Garfinkel, Esq. (via email -lgarfinkel@lgealaw.com)
Ben Golshani (via email)

Exhibit “11”

Exhibit “11”

Rule 16.2. Where Expedited Procedures Are Applicable

(a) The Arbitrator shall require compliance with Rule 17(a) prior to conducting the first Preliminary Conference. Each Party shall confirm in writing to the Arbitrator that it has so complied or shall indicate any limitations on full compliance and the reasons therefor.

(b) Document requests shall (1) be limited to documents that are directly relevant to the matters in dispute or to its outcome; (2) be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and (3) not include broad phraseology such as "all documents directly or indirectly related to." The Requests shall not be encumbered with extensive "definitions" or "instructions." The Arbitrator may edit or limit the number of requests.

(c) E-Discovery shall be limited as follows:

(i) There shall be production of electronic documents only from sources used in the ordinary course of business. Absent a showing of compelling need, no such documents are required to be produced from backup servers, tapes or other media.

(ii) Absent a showing of compelling need, the production of electronic documents shall normally be made on the basis of generally available technology in a searchable format that is usable by the requesting Party and convenient and economical for the producing Party. Absent a showing of compelling need, the Parties need not produce metadata, with the exception of header fields for email correspondence.

(iii) The description of custodians from whom electronic documents may be collected should be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

(iv) Where the costs and burdens of e-discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the Arbitrator may either deny such requests or order disclosure on the condition that the requesting Party advance the reasonable cost of production to the other side, subject to the allocation of costs in the final Award.

(v) The Arbitrator may vary these Rules after discussion with the Parties at the Preliminary Conference.

(d) Depositions of percipient witnesses shall be limited as follows:

(i) The limitation of one discovery deposition per side (Rule 17(b)) shall be applied by the Arbitrator, unless it is determined, based on all relevant circumstances, that more depositions are warranted. The Arbitrator shall consider the amount in controversy, the complexity of the factual issues, the number of Parties and the diversity of their interests and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery.

(ii) The Arbitrator shall also consider the additional factors listed in the JAMS Recommended Arbitration Discovery Protocols for Domestic Commercial Cases.

(e) Expert depositions, if any, shall be limited as follows: Where written expert reports are produced to the other side in advance of the Hearing (Rule 17(a)), expert depositions may be conducted only by agreement of the Parties or by order of the Arbitrator for good cause shown.

(f) Discovery disputes shall be resolved on an expedited basis.

(i) Where there is a panel of three Arbitrators, the Parties are encouraged to agree, by rule or otherwise, that the Chair or another member of the panel is authorized to resolve discovery

issues, acting alone.

(ii) Lengthy briefs on discovery matters should be avoided. In most cases, the submission of brief letters will sufficiently inform the Arbitrator with regard to the issues to be decided.

(iii) The Parties should meet and confer in good faith prior to presenting any issues for the Arbitrator's decision.

(iv) If disputes exist with respect to some issues, that should not delay the Parties' discovery on remaining issues.

(g) The Arbitrator shall set a discovery cutoff not to exceed seventy-five (75) calendar days after the Preliminary Conference for percipient discovery and not to exceed one hundred five (105) calendar days for expert discovery (if any). These dates may be extended by the Arbitrator for good cause shown.

(h) Dispositive motions (Rule 18) shall not be permitted, except as set forth in the JAMS Recommended Arbitration Discovery Protocols for Domestic Commercial Cases or unless the Parties agree to that procedure.

(i) The Hearing shall commence within sixty (60) calendar days after the cutoff for percipient discovery. Consecutive Hearing days shall be established unless otherwise agreed by the Parties or ordered by the Arbitrator. These dates may be extended by the Arbitrator for good cause shown.

(j) The Arbitrator may alter any of these Procedures for good cause.

EXHIBIT 232



Blake A. Doerr
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Blake.Doerr@lewisbrisbois.com
Direct: 702.693.4302

February 1, 2021

File No. 42854.02

The Honorable David Wall
Jams
3800 Howard Hughes Pkwy., 11th Floor
Las Vegas, Nevada 89169

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

**JIM MAIN'S OPPOSITION AND JOINDER TO CLAIMANT'S OPPOSITION TO
RESPONDENT/COUNTERCLAIMANT'S EMERGENCY MOTION FOR ORDER
COMPELLING
THE COMPLETION OF THE DEPOSITION OF JIM MAIN, CPA**

Dear Judge Wall:

In CLA Properties, LLC's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA, CLA seeks a second deposition of a percipient witness, Jim Main. This demand by CLA is unreasonable for numerous reasons, most of which are laid out in Mr. Bidsal's opposition thereto and which Main joins.

However, in addition to the reasons set forth in Bidsal's opposition, the scheduling of a second deposition is untenable given the timing of the request. Main, as a certified public account has entered his busiest season of the year, tax season and is unavailable and will remain unavailable until the late spring or early summer of 2021, depending upon his workload. Because Main has already voluntarily appeared for a deposition, which lasted 4.5 hours, there is no reason why he should have to appear a second time, particularly during his business season at work and when Main is not being compensated for his time. When weighing the burden against the benefit, it is abundantly clear that a second deposition is not warranted.

The Honorable David Wall
February 1, 2021
Page 2

Main previously offered (which offer remains on the table) to respond to any additional written questions that the parties may have. If any party feels that they need any additional information from Main, they can submit a reasonable number of written questions to Main, who will respond to them in writing, under oath, but subject to objection and claim of privilege, as appropriate. To the extent that any additional information is needed, this offer strikes a balance between the need for the information and respect for Main's time.

Finally, contrary to CLA's assertions, at no time did Main agree to appear for a continued deposition. Likewise, Main has not and does not submit to the jurisdiction (such as it is) of JAMS. His prior voluntary appearance was just that... a voluntary appearance.

Sincerely,

/s/ Blake Doerr

Blake Doerr, Esq.

cc: Rod Lewin (*via email only*) rda@rtlewin.com
Louis Garfinkel (*via email only*) lgarfinkel@lgealaw.com
James E. Shapiro (*via email only*) jshapiro@smithshapiro.com
Aimee M. Cannon (*via email only*) acannon@smithshapiro.com

BAD/

EXHIBIT 233

LEVINE & GARFINKEL

ATTORNEYS AT LAW

IRA S. LEVINE †*
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February 3, 2021

* Also admitted in California

† LLM (taxation)

VIA E-MAIL dwall@jamsadr.com

Honorable David Wall, (Ret.)

JAMS

3800 Howard Hughes Pkwy, 11th Floor

Las Vegas, NV 89169

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

**CLA PROPERTIES, LLC'S REPLY IN SUPPORT OF EMERGENCY MOTION
FOR ORDER COMPELLING THE COMPLETION OF THE
DEPOSITION OF JIM MAIN, CPA**

Dear Judge Wall:

Respondent/Counterclaimant CLA Properties, LLC's ("CLA") hereby submits its response to Claimant/Counterdefendant Shawn Bidsal ("Bidsal") and Jim Main, CPA's oppositions to CLA's Emergency Motion for Order Compelling the Completion of The Deposition of Jim Main, CPA ("Motion").

Since the formation of Green Valley, Jim Main, CPA of the accounting firm of Clifton Larsen Allen has served as Green Valley's accountant. Bidsal and CLA are members in another limited liability company, Country Club, LLC. Country Club, LLC was also formed in 2011 and Mr. Main and Clifton Larsen Allen also serve as the accounting firm for Country Club, LLC. CLA assumes that Mr. Main and Clifton Larsen Allen serve as the accountant for Bidsal personally and for his many other entities.

Bidsal served his Demand For Arbitration in February 2020. In April 2020, the Arbitrator conducted two Pre-Arbitration Conferences. After the first Pre-Arbitration Conference, counsel for the parties met and exchanged potential witnesses. Mr. Main

Honorable David Wall
February 3, 2021
Page 2

was identified by both parties as a witness. After the second Pre-Arbitration Conference and entry of the Scheduling Order, both parties identified Mr. Main as a witness in their Initial Disclosures.

On June 11, 2020, CLA noticed the depositions of the Custodian of Records of Clifton Larsen Allen, the Person Most Knowledgeable for Clifton Larsen Allen, and Mr. Main for July 6, 9, and 10, 2020. On June 15, 2020, the Arbitrator signed Subpoenas, which were served on the deponents.

On June 25, 2020, Bidsal filed an Emergency Motion to Quash Subpoenas and Protective Order. Even though Bidsal identified Mr. Main as a witness when counsel communicated between the two Pre-Arbitration hearings and in his Initial Disclosures, Bidsal's Emergency Motion for Protective Order argued that the Arbitrator did not have authority to issue a discovery subpoena for the deposition of Mr. Main. In other words, Bidsal was arguing that CLA had no right to take a discovery deposition of Mr. Main. Since the very beginning of this case, Bidsal did not want CLA to take the deposition of Mr. Main.

The Arbitrator conducted a hearing on July 1, 2020. The Arbitrator granted in part and denied in part Bidsal's Emergency Motion for Protective Order. The Arbitrator granted the Emergency Motion for Protective Order to the extent that the subpoenas sought documents not relevant to the present proceeding. On July 20, 2020, the Arbitrator entered the Order on Pending Motions which addressed, among other things, Bidsal's Emergency Motion for Protective Order.

After the July 1, 2020 hearing, counsel contacted Clifton Larsen Allen's General Counsel Mike Flom and he was advised of the Arbitrator's ruling. As a result, Clifton Larsen Allen proceeded to respond to CLA's subpoenas requesting records.

In the present Motion, CLA indicated that as a result of the Arbitrator's ruling, Clifton Larsen Allen produced over 3,000 pages of documents responsive to the Subpoenas. CLA stands corrected – On July 23, 2020, Clifton Larsen Allen produced over 4,000 pages of documents to Bidsal's counsel.

Bidsal's counsel then reviewed the documents, redacted the documents, and on August 11, 2020 produced over 4,000 pages to CLA. Before taking any depositions,

Honorable David Wall
February 3, 2021
Page 3

CLA needed to review and analyze the documents, which makes complete sense. CLA also found the review and analysis to be somewhat difficult because of the manner in which the documents were organized and produced.

In September 2020, CLA's counsel started working with Mr. Flom to schedule Mr. Main's deposition. CLA had to coordinate with Mr. Main's schedule and counsels' schedules. Several dates were discussed, and Mr. Main's deposition was noticed for October 20, 2020. However, Mr. Main's deposition had to be rescheduled and CLA's counsel worked with Mr. Flom to reschedule the deposition.

On November 5, 2020, Mr. Flom sent CLA's counsel an email with Mr. Main's availability for a deposition and, based on Mr. Main's and counsels' availability, on November 5, 2020, CLA's counsel advised Mr. Flom that Mr. Main's deposition would be noticed for December 10, 2020 at 9:00 am. On November 9, 2020, a Notice of Deposition was provided to Mr. Flom and Bidsal's counsel.

On December 10, 2020, CLA's co-counsel Rodney Lewin, Esq. took the deposition of Mr. Main. The deposition started about 9:23 a.m. After about one and a half hours of Mr. Lewin's questioning, Mr. Main announced without any prior notice that that he had to leave the deposition early by 1:15 p.m. because of a "prior commitment."

Between November 5, 2020 and December 9, 2020, not once did Mr. Flom or Mr. Doerr advise CLA's counsel that Mr. Main had a "prior commitment." At the deposition, Mr. Lewin asked Mr. Main about dates to complete the deposition. Mr. Main said he would have to talk to counsel about that, that it was difficult to do that now, but stated "But, yes, we will do that." On December 11, 2020, the day after Mr. Main's deposition, Mr. Lewin sent a letter to Mr. Doerr requesting new dates. CLA's Motion recounts in detail the multiple communications between Mr. Garfinkel and Mr. Doerr in an attempt to schedule the conclusion of Mr. Main's deposition without any success.

CLA's Motion seeks an order from the Arbitrator compelling the completion of Mr. Main's deposition. Both Bidsal and Main's oppositions to the Motion refer to CLA's request as a second deposition, but it is clearly not. Mr. Main's deposition was agreed to, noticed, but he unilaterally terminated that deposition because of a so called "prior commitment." Bidsal and Mr. Main's oppositions claim that Mr. Main did not

Honorable David Wall
February 3, 2021
Page 4

agree to return for the conclusion of his deposition, but the transcript of his deposition clearly states that he would come back. Mr. Main stated “But, yes, we will do that” in response to Mr. Lewin’s request to schedule the completion of the deposition.

Bidsal’s opposition also notes that CLA’s Motion “cites some vague Nevada law” for the purpose of justifying its assertion that Mr. Main’s deposition should have gone for 7 hours. Bidsal’s counsel’s feigned ignorance of a “Nevada law” is disingenuous. Bidsal’s counsel is experienced Nevada litigators fully knowledgeable of the Nevada Rules of Civil Procedure. NRCP 30(d) (1) addresses the duration of a deposition. It states “a deposition is limited to 1 day of 7 hours of testimony Mr. Main and Clifton Larsen Allen have served as Green Valley’s accountants since 2011; Clifton Larsen Allen produced in excess of 4,000 pages of documents, so a deposition of this length is not unreasonable.

Bidsal’s opposition objects to the conclusion of Mr. Main’s deposition on a variety of reasons, including wasted time for asking expert opinions and wasted time for asking repetitive questions (**citing only 6 questions**). First Mr. Gerrard is wrong. Those questions sought what Mr. Main’s understanding was of the operating agreement when he did his accounting work and prepared the Green Valley tax returns. Second, it should not be forgotten that Mr. Main is the accountant for Green Valley, of which CLA owns at least 50% of, and that of which CLA is a manager. So when Mr. Gerrard objects he is actually interfering with CLA’s ability to obtain information from Green Valley’s and CLA’s (indirect) accountant. The fact that Bidsal may control him does not diminish CLA’s right to obtain information.

Let’s be clear - - Bidsal did not want CLA to take Mr. Main’s deposition from the very beginning of this case. Mr. Main unilaterally terminating the deposition before its completion plays into Bidsal’s hands. CLA’s counsel worked with Clifton Larsen Allen’s General Counsel Mr. Flom to schedule Mr. Main’s deposition based on his availability. A date was pre-selected that worked for Mr. Main and counsel, and the deposition was noticed (5) weeks before it took place. Mr. Main’s termination of the deposition because of a “prior commitment” does not look good, does not smell right, and CLA questions whether the event was orchestrated by Bidsal and Mr. Main.

Honorable David Wall
February 3, 2021
Page 5

Mr. Main's opposition argues that the scheduling of the completion of his deposition is "untenable given the timing of the request" and indicates that Mr. Main is entering into the busiest season of the year, is unavailable, and will remain unavailable until late spring or early summer of 2021. This argument is completely ridiculous. Mr. Main unilaterally terminated the deposition and the following day Mr. Lewin wrote Mr. Doerr requesting additional dates to complete the deposition. Mr. Doerr and Mr. Main simply (and surprisingly) ignored Mr. Lewin's request. This deposition could have already been completed by now...but for what appears to be an agreement that it should not proceed. Perhaps Mr. Main's testimony was/is damaging to Mr. Bidsal??

Finally, Mr. Main's opposition questions why he should appear for the conclusion of his deposition when he is not being compensated. Mr. Main and Clifton Larsen Allen have served as Green Valley accountants since 2011. CLA is not going to speculate, but suspects that Mr. Main and Clifton Larsen Allen have been substantially compensated for the work it has done for the last 9 years. Further, CLA assumes that Mr. Main and Clifton Larsen Allen have been compensated for the work it has performed for Country Club, LLC, Mr. Bidsal, and Bidsal's other entities. Mr. Main is not an expert, but a fact witness, and is not entitled to compensation other than a witness fee, which was tendered.

For the foregoing reasons, CLA's Emergency Motion For Order Compelling The Completion Of The Deposition Of Jim Main, CPA should be granted.

Sincerely,

Louis E. Garfinkel, Esq.

LEG/mb

cc: James Shapiro, Esq. (via email – jshapiro@smithshapiro.com)
Douglas Gerrard, Esq. (via email - dgerrard@gerrard-cox.com)
Blake Doerr, Esq. (via email – Blake.Doerr@lewisbrisbois.com)
Mike Flom, Esq. (via email – Michael.Flom@claconnect.com)

EXHIBIT 234

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

JAMS

BIDSAL, SHAWN,)	Ref. No. 1260005736
)	
Claimant,)	
)	ORDER ON RESPONDENT'S
v.)	PENDING MOTIONS
)	
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.¹

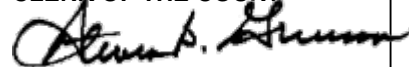
¹ To the extent that NRCP 31(a)(2)(A) requires leave of the Arbitrator to examine Main through written questions, assuming Main is still amenable, leave is hereby granted, as long as the process can be completed within the confines of the current Second Amended Scheduling Order. The Arbitrator is not 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", written over a horizontal line.

Hon. David T. Wall (Ret.)
Arbitrator



1 **APEN**

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3 Nevada Bar No. 3416

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9 Attorneys for Movant CLA Properties, LLC

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

Case No. A-22-854413-J

Dept. No. 23

14 Movant (Respondent in
15 arbitration)

16 vs.

17 SHAWN BIDSAL, an individual,

18 Respondent (Claimant in
19 arbitration).

20 **APPENDIX TO MOVANT CLA
21 PROPERTIES, LLC'S MOTION TO VACATE
22 ARBITRATION AWARD (NRS 38.241) AND
23 FOR ENTRY OF JUDGMENT
24 (VOLUME 15 OF 18)**

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

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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.

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OPERATIVE PLEADINGS

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

FINAL AWARD

Jams Arbitration No.: 1260044569

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

ORDERS

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

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

FINAL AWARD
JAMS Arbitration No.: 1260005736

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

EXHIBITS

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

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1	000497	3	131	09/10/13	2012 Federal Tax Return [CLA Bidsal 0002542-2557] (15)	03/17/21	
2	000514	3	132	08/08/13	Letter to CLA Properties with 2012 K-1 [CLA Bidsal 002558-2564] (16)	03/17/21	
3							
4	000522	3	133	03/08/13	Escrow Settlement Statement for Purchase of Greenway Property [CLA Bidsal 0003168, BIDSAL001463] (17)	03/17/21	
5							
6	000525	3	134	03/15/13	Cost Segregation Study [CLA Bidsal 0002414-2541] (18)	03/17/21	
7	000654	3	135	09/09/14	2013 Federal Tax Return [CLA Bidsal 0001637-1657] (19)	03/17/21	
8	000676	3	136	09/08/14	Tax Asset Detail 2013 [CLA Bidsal 0001656-1657] (20)	03/17/21	
9							
10	000679	3	137	09/09/14	Letter to CLA Properties with 2014 K-1 [CLAARB2 001654-1659] (21)	03/17/21	
11	000686	3	138	11/13/14	Escrow Closing Statement on Sale of Building E [BIDSAL001475] (22)	03/17/21	
12	000688	3	139	11/13/14	Distribution Breakdown from Sale of Building E [BIDSAL001464-1466] (23)	03/17/21	
13	000692	3	140	02/27/15	2014 Federal Tax Return [CLA Bidsal 0001812-1830] (24)	03/17/21	
14	000712	3	141	08/25/15	Escrow Closing Statement on Sale of Building B [BIDSAL001485] (25)	03/17/21	
15							
16	000714	3	142	08/25/15	Distribution Breakdown from Sale of Building B [BIDSAL001476 and CLA Bidsal 0002082-2085] (26)	03/17/21	
17	000720	3	143	04/06/16	2015 Federal Tax Return [CLA Bidsal 0002305-2325] (27)	03/17/21	
18	000742	3	144	03/14/17	2016 Federal Tax Return [CLA Bidsal 0001544-1564] (28)	03/17/21	
19							
20	000764	3	145	03/14/17	Letter to CLA Properties with 2016 K-1 [CLA Bidsal0000217-227] (29)	03/17/21	
21	000776	3	146	04/15/17	2017 Federal Tax Return [CLA Bidsal 0000500-538] (30)	03/17/21	
22	000816	3	147	04/15/17	Letter to CLA Properties with 2017 K-1 [CLAARB2 001797-1801] (31)	03/17/21	
23	000822	3	148	08/02/19	2018 Federal Tax Return [BIDSAL001500-1518] (32)	03/17/21	
24							
25	000842	3	149	04/10/18	Letter to CLA Properties with 2018 K-1 [BIDSAL001519-1528] (33)	03/17/21	
26	000853	3	150	03/20/20	2019 Federal Tax Return (Draft) CLA Bidsal 0000852-887] (34)	03/17/21	
27	000890	3	151	03/20/20	Letter to CLA Properties with 2019 K-1 [CLA Bidsal 0000888-896] (35)	03/17/21	
28							

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1	000900	3	152	01/26/16 – 04/22/16	Emails regarding CLA's Challenges to Distributions [CLAARB2 001277-1280, 001310-1313, 001329-1334, 001552-1555] (36)	03/17/21	
2							
3	000919	3	153	07/07/17	Buy-Out Correspondence – Bidsal Offer [BIDSAL000029] (37)	03/17/21	
4	000921	3	154	08/03/17	Buy-Out Correspondence – CLA Counter [BIDSAL000030] (38)	03/17/21	
5	000923	3	155	08/05/17	Buy-Out Correspondence – Bidsal Invocation [BIDSAL000031] (39)	04/26/21	
6	000925	3	156	08/28/17	Buy-Out Correspondence – CLA Escrow [BIDSAL000032] (40)	04/26/21	
7							
8	000930	3	157	06/22/20	CLA Responses to Interrogatories (43)	03/17/21	
9	000939	3	158	04/25/18	GVC Lease and Sales Advertising [BIDSAL620-633, 1292-1348] (50)	03/19/21	
10							
11	001011	3	159	08/10/20	Property Information [CLAARB2 1479, 1477] (52)	03/19/21	
12	001014	3	160	03/20/18	Deposition Transcript of David LeGrand [DL 616-1288] (56)	03/19/21	
13	001688	3	161	09/10/12	Deed – Building C [BIDSAL 1455-1460] (57)	03/19/21	
14	001695	3	162	11/13/14	Deed Building E [BIDSAL 1464-1475] (58)	03/19/21	
15	001704	3	163	09/22/11	Email from Golshani to Bidsal dated Sep 22, 2011 (67)	04/26/21	
16	001708	3	164	07/17/07	Deed of Trust Notice [Bidsal 001476 – 001485] (annotated) (84)	03/19/21	
17	001719	3	165	07/17/07	Assignment of Leases and Rents [Bidsal 004461 – 004481 & 4548-4556] (85)	03/19/21	
18	001750	3	166	05/29/11	CLA Payment of \$404,250.00 [CLAARB2 000820] (87)	03/19/21	
19	001752	3	167	06/15/11	Operating Agreement for County Club, LLC [CLAARB2 000352 – 000379] (88)		03/17/21
20	001781	3	168	09/16/11	Email from LeGrand to Bidsal and Golshani [CLAARB2 001054 – 001083] (91)	03/17/21	
21	001812	3	169	12/31/11	GVC General Ledger 2011 [CLA Bidsal 003641 – 003642] (95)	03/19/21	
22	001815	3	170	06/07/12	Green Valley Trial Balance Worksheet, Transaction Listing [CLA Bidsal 002372 - 002376] (97)	04/26/21	
23	001820	3	171	01/21/16	Correspondence from Lita to Angelo re Country Club 2012 accounting [CLAARB2 001554]		
24	001823	3	172	01/25/16	Email from Bidsal re Letter to WCICO dated 1/21/16		

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1					[CLAARB2 002086]		
2	001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] (111)	03/19/21	
3	001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] (112)	04/26/21	
4	001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] (114)	04/26/21	
5	001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] (117)	04/26/21	
6	001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] (118)	03/19/21	
7	001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] (123)	04/26/21	
8	001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] (125)	04/26/21	
9	001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] (126)		
10	001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] (136)	03/19/21	
11	001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] (137)	03/19/21	
12	001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] (139)	03/19/21	
13	001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] (153)	03/19/21	
14	001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] (164)	03/19/21	
15	001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] (165)	03/19/21	
16	001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] (166)	03/19/21	
17	001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] (180)	04/26/21	
18	001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] (184)	03/19/21	
19	001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] (188)	03/19/21	
20	001950	3	191	01/09/20	Notice of Appeal [N/A] (189)	03/19/21	
21	001953	3	192	01/09/20	Case Appeal Statement [N/A] (190)	03/19/21	
22	001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] (191)	03/19/21	

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

Motion to Replace Bidsal as Manager

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

"First Motion to Compel"

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

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

Motion No. 3

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

"Second Motion to Compel"

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

"Motion to Continue"

App.	PART	EX. No.	DATE	DESCRIPTION
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1	003403	7	223	11/05/20	Respondent's MTC Proceedings
2	003409	7	224	11/17/20	Order on Respondent's Motion to Continue Proceedings and 2nd Amended SO

3

4 **"Motion for Leave to Amend"**

5	App.	PART	EX. No.	DATE	DESCRIPTION
6	003415	8	225	01/19/21	Letter to Wall requesting Leave to Amend
7	003422	8	226	01/19/21	Respondent's Motion for Leave to File Fourth Amended Answer and Counterclaim
8					Claimant's Opposition to Respondent's Motion for Leave to file Fourth Amended Answer and Counterclaim
9	003433	8	227	01/29/21	
10	003478	8	228	02/02/21	Respondent's Reply ISO Motion for Leave to File Fourth Amended Answer and Counterclaim
11	003482	8	229	02/04/21	Order on Respondent's Pending Motions

12

13 **"Main Motion to Compel"**

14	App.	PART	EX. No.	DATE	DESCRIPTION
15	003489	9	230	01/26/21	Respondent's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
16	003539	9	231	01/29/21	Claimant's Opposition to Main deposition
17					Jim Main's Opposition and Joinder to Claimant's Opposition to Respondent/Counterclaimant's Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA
18	003775	9	232	02/01/21	
19					Respondent's Reply In Support of Emergency Motion For Order Compelling The Completion of The Deposition of Jim Main, CPA
20	003778	9	233	02/03/21	
21					Order on Respondent's Pending Motions
22	003784	9	234	02/04/21	

23

24 **"Motion for Orders"**

25	App.	PART	EX. No.	DATE	DESCRIPTION
26	003791	10	235	02/05/21	CLA Motion For Orders Regarding Bank Accounts, Keys And Distribution
27	003834	10	236	02/19/21	Claimant's Opposition To Respondent/Counterclaimant's Motion For Orders (1)

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

“Motion in Limine - Taxes”

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

“Motion in Limine - Tender”

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

“Motion to Withdraw Exhibit”

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

“LeGrand Motion”

App.	PART	EX. No.	DATE	DESCRIPTION
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REISMAN·SOROKAC
 8965 SOUTH EASTERN AVENUE, SUITE 382
 LAS VEGAS, NEVADA 89123
 PHONE: (702) 727-6258 FAX: (702) 446-6756

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

Motion re. Attorney's Fees

App.	PAR T	EX. No.	DATE	DESCRIPTION
004324	15	254	11/12/21	Claimant's Application for Award of Attorney's Fees and Costs
004407	15	255	12/03/21	Respondent's Opposition to Claimant's Application for Attorney's Fees and Costs
004477	15	256	12/17/21	Claimant's Reply in Support of Application for Attorney's Fees and Costs
004526	15	257	12/23/21	Respondent's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004558	15	258	12/29/21	Claimant's Reply to Respondent's Supplemental Opposition to Application for Attorney's Fees and Costs
004566	15	259	01/12/22	Claimant's Supplemental Application for Attorney's Fees and Costs
004684	15	260	01/26/22	Respondent's Second Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs
004718	15	261	02/15/22	Claimant's Second Supplemental Reply In Support of Claimant's Application For Award of Attorney Fees And Costs

TRANSCRIPTS

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

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

OTHER

App.	PAR T	EX. No.	DATE	DESCRIPTION
007553	17	274	07/15/19	Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgement and Counterpetition to Vacate Arbitration Award – (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007628	17	275	11/24/20	Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appeal from Case No. A-19-795188-P, District Court, Clark County, NV</i>)
007669	17	276	03/17/22	IN RE: PETITION OF CLA PROPS. LLC C/W 80831 Nos. 80427; 80831, March 17, 2022, <i>Order of Affirmance</i> , unpublished disposition
007675	17	277	2011 - 2019	2011 – 2019 Green Valley Commerce Distribution CLAARB2 002127 - 002128

DATED this 22nd day of June, 2022.

REISMAN SOROKAC

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

EXHIBIT 235

LEVINE & GARFINKEL

ATTORNEYS AT LAW

IRA S. LEVINE †*
LOUIS E. GARFINKEL

1671 W. Horizon Ridge Pkwy, Suite 230
Henderson, NV 89012
Telephone: (702) 673-1612
Facsimile: (702) 735-2198
E-mail: lgarfinkel@lgealaw.com

February 5, 2021

* Also admitted in California
† LLM (taxation)

VIA JAMS ACCESS

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

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

CLA PROPERTIES, LLC'S MOTION FOR ORDERS (1) COMPELLING CLAIMANT TO RESTORE/ADD CLA TO ALL GREEN VALLEY BANK ACCOUNTS; (2) PROVIDE CLA WITH KEYS TO ALL OF GREEN VALLEY PROPERTIES; AND (3) PROHIBITING DISTRIBUTIONS TO THE MEMBERS UNTIL THE SALE OF THE MEMBERSHIP INTEREST IN ISSUE IN THIS ARBITRATION IS CONSUMATED AND THE MEMBERSHIP INTEREST IS CONVEYED

Dear Judge Wall:

On May 20, 2020, CLA Properties, LLC ("CLA") filed a motion to resolve a dispute between the two members and co-managers of Green Valley Commerce, LLC ("Green Valley") regarding which of the two managers of Green Valley should handle its day to day affairs. In part, and counsel emphasizes just in part, CLA's motion was based on the fact that (1) in all likelihood CLA and not Claimant Shawn Bidsal ("Bidsal") would ultimately be the sole owner of Green Valley, and (2) under no hypothesis would the sole owner end up being Bidsal, and that the member with the most interest to protect was CLA.

On July 20, 2020 CLA's motion was denied "without prejudice".

Honorable David Wall
February 5, 2021
Page 2

On January 27, 2021, CLA learned from sources other than Bidsal that Bidsal had secretly closed the Green Valley bank accounts¹ at CIT Bank without any notice or consent of CLA, taking almost \$280,000.000 of Green Valley's money. This is money which if CLA is successful in the appeal before the Nevada Supreme Court will belong to CLA. Given that the sale of Mr. Bidsal's membership interest should have closed on September 2, 2017, CLA would thus have ownership of all of Green Valley's assets which included all funds on hand at the time Bidsal made his initial offer to buy or sell on July 5, 2017 and profits earned by Green Valley thereafter.²

When CLA learned of the stealth withdrawal of money, it immediately demanded details of the missing money and demanded to be added to any bank accounts where the money had been transferred to. Specifically, CLA's attorney Rodney Lewin called and wrote opposing counsel James Shapiro:

"Jim, we learned that all funds of Green Valley and Country Club were transferred from CIT bank and taken to another bank or what. Some of those accounts were closed. Mr. Golshani was not informed of this and has no idea what happened to the money. Please immediately provide all details regarding the withdrawals, including if transferred to another bank which bank, the reasons why, and assuming that the funds were moved to another bank, whether Mr. Bidsal will add Mr. Golshani to the account(s). Obviously we need to know the facts immediately. We would need to receive all documents relating to the withdrawals/transfers/deposits/location of the funds. Thank you."

A copy of the email communication between Rodney Lewin and James Shapiro is attached hereto as Exhibit "A".

Mr. Shapiro responded as follows:

¹ As well as the funds in the County Club LLC's bank account; as of December 31, 2020 there was \$154,639.00 in that account. Country Club is also jointly owned by Bidsal and CLA with both as managers.

² Admittedly this is an issue in this Arbitration.

Honorable David Wall
February 5, 2021
Page 3

“As you (or at least Ben) knows, Shawn was previously banking at CIT Bank. However, Bank of America has a bank branch closer and more convenient to Shawn, so he moved the accounts from CIT Bank over to Bank of America. Attached are the December bank statements for each of the accounts showing that the money was deposited with Bank of America and remains in the new accounts. Please let me know if you have any other questions.”

See Exhibit “A”; copies of the bank statements provided are attached as Exhibits “B”, “C” and “D”.

So after 10 or so years, with the arbitration just around the corner, Bidsal needed to *secretly change banks* to make it more convenient?

Mr. Shapiro did not respond to the request to add Mr. Golshani to the new bank accounts. Nor did he provide all documents relating to the withdrawal /transfer of the funds as was requested in Mr. Lewin’s email to him. Accordingly, Mr. Lewin followed up and asked again that Mr. Golshani be added to the accounts. Bidsal refused.

“As far as adding Ben to the accounts, again this request goes beyond what is required by the Operating Agreement. While Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts. We have already provided you with the most recent bank statements, and as Shawn has always done, he will continue to keep Ben informed of the financial condition of the company and while Ben is entitled to inspect company records (which have always been available to him), he has no right to be added to the bank accounts. However, Shawn is not going to add Ben to the accounts.”

See email from James Shapiro, January 28, 2021, Exhibit “A”.

So while Bidsal admits that “Ben is entitled to inspect company records (which has always been available to him)...”, he has effectively (i) taken away all

Honorable David Wall
February 5, 2021
Page 4

access to bank information that CLA had for over 10 years, and (ii) refuses even to give him online access to these new accounts.

It should not be overlooked that CLA not only is a member but its owner, Benjamin Golshani, is a co-manager and entitled to all the rights that Bidsal is entitled to including full access to all of Green Valley's business records as well as access to its bank accounts. Bidsal is not the sole owner or sole manager or in any sense entitled to solely close the accounts, open new accounts and sign opening account documents and in doing so deny CLA or Benjamin Golshani full access to these bank accounts.

Mr. Golshani has been a signatory to the Green Valley bank accounts from the opening of Green Valley's accounts. Mr. Golshani as a manager and signatory to the accounts was able to obtain information from the bank from time to time, in order to monitor the financial condition of Green Valley. With the stealth transfer of funds, CLA is cut off completely. That is wrongful and, while not necessary to prove entitlement to the relief below requested, raises legitimate suspicions about the safety or use of Green Valley's money. There is no justification for Bidsal's *secret* actions, except the lame excuse that is it more convenient. Well, not having access is not convenient for CLA.

Further, as shown by the declaration of Ben Golshani attached he has previously asked for Mr. Bidsal to provide keys to him for all of Green Valley's properties. For reasons known only to Mr. Bidsal, he has refused to so provide. There is no justification for such denial and Mr. Bidsal has never explained his refusal to provide the keys. (See Declaration of Ben Golshani attached.) Mr. Golshani is a co- manager and CLA is a member, and in one, if not both capacities they have the right to inspect Green Valley properties when and if either of them chooses to do so, whether for purposes of this arbitration or for any other reason.

CLA asks for immediate relief; CLA is entitled to and needs to be able to monitor Green Valley's financial transactions; the fact that when the parties could

Honorable David Wall
February 5, 2021
Page 5

not agree on who should handle the day to day management of Green Valley properties Your Honor chose Bidsal does not mean that Mr. Golshani as co-manager is not entitled to have access to all of its on line banking or inspect the properties that it co-owns and co-manages without Mr. Bidsal's permission.

CLA requests that the Arbitrator issue the following orders:

1. That within two business days, Bidsal provide CLA with all documents relating to the withdrawal and transfer of Green Valleys money to Bank of America or any other depository account from CIT;
2. That within two business days, Bidsal shall arrange for Ben Golshani as manager of CLA to be added as a signatory on all bank or other depository accounts of Green Valley where its funds are located, including Bank of America;
3. That within 2 business days, Bidsal shall arrange for CLA to have online access to Green Valley's Bank of America accounts as well as any other account where any funds of Green Valley are being held, including without limitation providing all necessary pass codes;
4. That within 5 business days, Bidsal shall provide CLA with duplicate keys to all of Green Valley's properties.
5. That until the issue of the purchase of the membership interest is concluded neither Bidsal nor CLA shall distribute any Green Valley funds to themselves, or use any Green Valley funds for their personal benefit or otherwise out of the ordinary course of Green Valley's business, without either (i) an order signed by the Arbitrator or a court order, or (ii) written consent signed by both Bidsal and CLA.
6. That all funds derived from Green Valley business operations or otherwise, shall be deposited into Green Valley's accounts;

Honorable David Wall
February 5, 2021
Page 6

7. That neither Bidsal nor CLA shall encumber or place any liens on any of Green Valley's properties or assets without either (i) the written consent of the other member, or order of the Arbitrator or other Court order;

8. That without a further order, and subject to the foregoing, Bidsal shall continue to issue payments on behalf of Green Valley.

Sincerely,

/s/ Louis E. Garfinkel

Louis E. Garfinkel, Esq.

LEG/mb
Attachments

DECLARATION OF RODNEY T. LEWIN

I, Rodney T. Lewin, state the following:

1. The facts stated herein are based upon my personal knowledge and if called to testify thereto I could do so.

2. At the Preliminary Arbitration Conference on April 16, 2020, there was an agreement made by Mr. Bidsal's and CLA's attorneys that both Mr. Bidsal and CLA would refrain from making any distribution, transfer or other payment to Green Valley members (or their transferees) until the Nevada Supreme Court issues its decision in Appeal No. 80427 (the "Appeal"), or the Appeal was dismissed. That agreement was never embodied in an order. There is a gap in that agreement, however, between the time that the appeal is resolved and the membership interest is conveyed, thus CLA seeks an order to protect its interests.

3. Attached hereto as Exhibit A is a true and correct copy of emails between Mr. Shapiro and me concerning the withdrawal of Green Valley's funds from CIT Bank.

4. Attached hereto as Exhibits B, C, and D are true copies of the Bank of America bank statements provided to me by Mr. Shapiro.

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

Executed February 5, 2021 at Los Angeles, California.



Rodney T. Lewin

EXHIBIT “A”

EXHIBIT “A”

From: "James E. Shapiro" <JShapiro@smithshapiro.com>
Date: January 28, 2021 at 2:01:30 PM PST
To: rod@rtlewin.com
Cc: "Louis E. Garfinkel" <brente@lgealaw.com>, "Doug Gerrard (DGerrard@gerrard-cox.com)" <DGerrard@gerrard-cox.com>, Aimee Cannon <acannon@smithshapiro.com>, "Shawn Bidsal (wcico@yahoo.com)" <wcico@yahoo.com>
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Rod,

Shawn is committed to complying with the terms of the Operating Agreements and will fully comply with all obligations thereunder.

With that said, nowhere in the Operating Agreements does it prohibit Shawn from changing banks. In your email you state that Shawn "cannot write checks over 20K so that means that he cannot move funds without consent." That statement is flat out wrong, and at best, a gross manipulation of what the Operating Agreement actually says. The one and only place where the number 20,000 is contained anywhere in the Operating Agreement is in Section 2(a) of Article IV, which by its own terms, only applies to "leasing, development and contracting of services for improvement of the properties." Nowhere in the Operating Agreement is there any prohibition against writing checks in excess of \$20,000 in any other context, and certainly there is nothing in the Operating Agreement that prohibits Shawn from moving the company's bank accounts to a closer, more convenient bank, particularly when all of the funds were immediately deposited into the new bank accounts and remain available for the company and its business.

As far as adding Ben to the accounts, again this request goes beyond what is required by the Operating Agreement. While Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts. We have already provided you with the most recent bank statements, and as Shawn has always done, he will continue to keep Ben informed of the financial condition of the company and provide Ben with whatever documents and information he requests relating to the company. However, Shawn is not going to add Ben to the accounts.

Sincerely,

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



From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Thursday, January 28, 2021 10:04 AM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: ben@claproperties.com; 'Louis E. Garfinkel' <brente@lgealaw.com>
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

HE cannot write checks over 20K so that means that he cannot move funds without consent. but you still have not answered my question.... whether Mr. Bidsal will add Mr. Golshani to the account(s).

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

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From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]
Sent: Thursday, January 28, 2021 9:46 AM
To: rod@rtlewin.com
Cc: 'Doug Gerrard'; 'Louis Garfinkel'; Aimee Cannon; 'Shawn Bidsal'
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

I'm confused. Where in the Operating Agreements does it say that Shawn, who is handling the day-to-day management of the companies, cannot switch banks?

Sincerely,

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

SMITH & SHAPIRO

ATTORNEYS AT LAW

3333 E. Serene Ave., Suite 130, Henderson, NV 89074

702.318.5033 F: 702.318.5034

smithshapiro.com

From: Rodney T. Lewin <rod@rtlewin.com>

Sent: Wednesday, January 27, 2021 4:07 PM

To: James E. Shapiro <JShapiro@smithshapiro.com>

Cc: 'Doug Gerrard' <dougerrard@ferrard-cox.com>; 'Louis Garfinkel' <LGarfinkel@lealaw.com>;

Aimee Cannon <acannon@smithshapiro.com>; 'Shawn Bidsal' <wcico@yahoo.com>;

ben@claproperties.com

Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

The problem is that under the operating agreement he is not allowed to.
 Has he/is he putting Ben's name on the account as it was at the CIT?

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

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immediately by electronic mail (rod@rtlewin.com) and destroy the original message without making a copy. Thank you.

From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]
Sent: Wednesday, January 27, 2021 3:48 PM
To: rod@rtlewin.com
Cc: Doug Gerrard; 'Louis Garfinkel'; Aimee Cannon; Shawn Bidsal (wcico@yahoo.com)
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Rod,

As you (or at least Ben) knows, Shawn was previously banking at CIT Bank. However, Bank of America has a bank branch closer and more convenient to Shawn, so he moved the accounts from CIT Bank over to Bank of America. Attached are the December bank statements for each of the accounts showing that the money was deposited with Bank of America and remains in the new accounts.

Please let me know if you have any other questions.

Sincerely,

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


SMITH & SHAPIRO
 ATTORNEYS AT LAW
 3333 E. Serene Ave., Suite 130, Henderson, NV 89074
 702.318.5033 • 702.318.5034
smithshapiro.com

From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Wednesday, January 27, 2021 1:39 PM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: Doug Gerrard <dougerrard@errard-cox.com>; 'Louis Garfinkel' <LGarfinkel@lealaw.com>; ben@claproperties.com
Subject: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS
Importance: High

Jim, we learned that all funds of Green Valley and Country Club were transferred from CIT bank and taken to another bank or what. Some of those accounts were closed. Mr. Golshani was not informed of this and has no idea what happened to the money.

Please immediately provide all details regarding the withdrawals, including if transferred to another bank which bank, the reasons why, and assuming that the funds were moved to another bank, whether Mr. Bidsal will add Mr. Golshani to the account(s). Obviously we need to know the facts immediately.

We would need to receive all documents relating to the withdrawals/transfers/deposits/location of the funds.

Thank you.

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

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EXHIBIT “B”

EXHIBIT “B”

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Wilmington, DE 19850

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VAN NUYS, CA 91405-2591**Your Business Advantage Checking
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for December 1, 2020 to December 31, 2020

Account number: 3251 4969 7059

GREEN VALLEY COMMERCE LLC "GREEN WAY ACCOUNT"**Account summary**

Beginning balance on December 1, 2020	\$0.00	# of deposits/credits: 5
Deposits and other credits	67,222.47	# of withdrawals/debits: 2
Withdrawals and other debits	-0.00	# of items-previous cycle ¹ : 0
Checks	-525.00	# of days in cycle: 31
Service fees	-0.00	Average ledger balance: \$33,706.72
Ending balance on December 31, 2020	\$66,697.47	¹ Includes checks paid, deposited items & other debits



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¹ You must be enrolled in Business Advantage 360, our small business online banking, or Mobile Banking to use Cash Flow Monitor and Connected Apps, and have an eligible Bank of America small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-06-20-0720A ! 3137334

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: in case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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BANK OF AMERICA**Your checking account**

GREEN VALLEY COMMERCE LLC | Account # 3251 4969 7059 | December 1, 2020 to December 31, 2020

Deposits and other credits

Date	Description	Amount
12/07/20	Preencoded Deposit	2,353.07
12/07/20	Preencoded Deposit	1,850.88
12/14/20	Preencoded Deposit	3,182.56
12/16/20	Preencoded Deposit	50,000.00
12/23/20	Preencoded Deposit	9,835.96
Total deposits and other credits		\$67,222.47

Checks

Date	Check #	Amount
12/21/20	1001	-450.00

Date	Check #	Amount
12/18/20	1002	-75.00
Total checks		-\$525.00
Total # of checks		2

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)
12/07	4,203.95	12/16	57,386.51
12/14	7,386.51	12/18	57,311.51
		12/21	56,861.51
		12/23	66,697.47

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When you're running a small business, a little personal attention can make a big difference. Our small business specialists will work with you to help strengthen your business and plan for the future. Visit [bankofamerica.com/SmallBusiness](https://www.bankofamerica.com/SmallBusiness) to learn more.

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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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BANK OF AMERICA**Your checking account**

GREEN VALLEY COMMERCE LLC | Account # 3251 4154 2490 | December 1, 2020 to December 31, 2020

Deposits and other credits

Date	Description	Amount
12/07/20	Preencoded Deposit	4,899.40
12/11/20	Preencoded Deposit	761.00
12/16/20	Preencoded Deposit	100,000.00
12/23/20	Preencoded Deposit	101,909.51
12/29/20	Preencoded Deposit	10,181.78
12/29/20	Preencoded Deposit	2,187.92
Total deposits and other credits		\$219,939.61

Withdrawals and other debits

Date	Description	Amount
12/14/20	REPUBLIC SERVICES Bill Payment	-736.39
12/14/20	REPUBLIC SERVICES Bill Payment	-243.51
12/22/20	NV ENERGY Bill Payment	-36.14
12/22/20	NV ENERGY Bill Payment	-31.25
12/23/20	NV ENERGY SOUTH DES:NPC PYMT ID:029524921258636 INDN:GREEN VALLEY COMMERCE CO ID:1880045330 CCD	-146.03
Total withdrawals and other debits		-\$1,193.32

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Checks

Date	Check #	Amount
12/24/20	1001	-4,945.50
Total checks		-\$4,945.50
Total # of checks		1

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
12/07	4,899.40	12/16	104,680.50	12/24	201,431.09
12/11	5,660.40	12/22	104,613.11	12/29	213,800.79
12/14	4,680.50	12/23	206,376.59		



BUSINESS ADVANTAGE

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Bank securely — With our Mobile Banking Security Guarantee,² you won't be liable for fraudulent transactions when you report them promptly.

Stay informed — Set up alerts³ for unusual card activity, payment due and transaction confirmations to help you manage your accounts.

Bank on your schedule — Get convenient access to your small business at home, at the office or when you're on the go.

Save time — Sign in with your saved fingerprint or Touch ID* — no need for a passcode.⁴

Manage your cash flow — Use Business Advantage 360 to manage your business finances from a single dashboard you can access from almost anywhere.⁵



Our Mobile Banking app keeps getting better

Get the latest version of the Mobile Banking app and start using it to bank more efficiently. You can download the app for free at [bankofamerica.com/MobileAccess](https://www.bankofamerica.com/MobileAccess).

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We're constantly improving our Mobile Banking app to help save you time

With the Mobile Banking app you can:

- Use Erica*, your personalized virtual financial assistant, to get alerts, a snapshot of your monthly spending and more⁶
- Check activity and balances in checking, savings and credit card accounts
- Keep an eye on cash flow by connecting apps to your Business Advantage 360 dashboard⁵
- Order replacement cards⁷ and copies of checks



Get the latest version of the Mobile Banking app at
bankofamerica.com/MobileAccess

¹ Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

² You are not liable for unauthorized Online and Mobile Banking transactions when you notify the bank within 60 days of the transaction first appearing on your statement and comply with security responsibilities. See Section 5 of our Online Banking Service Agreement at bankofamerica.com/serviceagreement for full terms and conditions. Please note: We do not provide buyer protection.

³ You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.

⁴ Certain devices are eligible for enrollment in Touch ID[®], Face ID[®] or fingerprint sign-in. If eligible, you will have the option to enroll by following the prompts within the Mobile Banking app. If you store multiple fingerprints on your device including those of additional persons, those persons will also be able to access your Bank of America Mobile Banking app via fingerprint, including the ability to access a call center, when Touch ID or fingerprint is enabled. Data connection required. Wireless carrier fees may apply.

⁵ You must be enrolled in Online Banking or Mobile Banking to use the Business Advantage 360 tool and have an eligible Bank of America[®] small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. Bank of America and/or its affiliates or service providers may receive compensation from third parties for clients' use of their services.

⁶ The mobile feature, Erica, is only available in the English language. The feature requires that you download the latest version of the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

⁷ Fee may apply for each requested replacement of a debit card. See Business Schedule of Fees at bankofamerica.com/feesataglance.

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Imagine a dashboard with everything you need to make smart, informed decisions. Current balances. Ongoing expenses. Future scenarios. All in one place.

And now, you can enhance your view when you connect business apps such as accounting, analytics, payroll, and more directly to your dashboard.



Integrate account activity to help track debits and credits



Access data from apps like QuickBooks® Online, ADP® Payroll, Google Analytics and more²



Use automated cash flow analysis tools



Set cash flow thresholds and receive alerts



View impact of manually added transactions



Access Small Business Specialists to help you optimize Cash Flow Monitor

To get started, simply log in to online or Mobile Banking and access Cash Flow Monitor and Connect to add accounts to your list of accounts.

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Everything you need to make informed decisions — all in one place

Get a new perspective

Cash Flow Monitor gives you the ability to connect your business apps, so you'll get near real-time insights on your business performance, allowing you to make better, faster decisions.

Learn more at bankofamerica.com/CashFlowMonitor.

¹You must be enrolled in Business Advantage 360, our small business online banking, or Mobile Banking to use Cash Flow Monitor and Connected Apps, and have an eligible Bank of America[®] small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

²When you use Cash Flow Monitor and Connected Apps to access services or information from third parties ("Third-Party Account Information"), you will be subject to any terms and conditions established by those third parties, in addition to Cash Flow Monitor and Connected Apps Terms and Conditions. Bank of America, Bank of America, N.A. provides access to third-party websites and Third-Party Account Information only as a convenience, and is not responsible for, does not guarantee or endorse the services offered, and does not monitor or review such information for accuracy, completeness or otherwise. Information displayed through Cash Flow Monitor and Connected Apps may be more up-to-date when obtained directly from relevant third-party websites. Neither Bank of America, its affiliates, nor their employees provide legal, accounting and tax advice. Bank of America and/or its affiliates or service providers may receive compensation from third parties for clients' use of their services. All third party trademarks, service marks, trade names and logos referenced in this material are the property of their respective owners. Bank of America does not deliver and is not responsible for the products, services or performance of any third party.



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Tampa, FL 33622-5118


Your Business Advantage Checking Preferred Rewards for Bus Platinum Honors

for December 1, 2020 to December 31, 2020

Account number: 3251 4154 2500

COUNTRY CLUB LLC**Account summary**

Beginning balance on December 1, 2020	\$0.00	# of deposits/credits: 6
Deposits and other credits	154,639.55	# of withdrawals/debits: 2
Withdrawals and other debits	-10.22	# of items-previous cycle ¹ : 0
Checks	-0.00	# of days in cycle: 31
Service fees	-0.00	Average ledger balance: \$71,127.60
Ending balance on December 31, 2020	\$154,629.33	¹ Includes checks paid, deposited items & other debits



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IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
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BANK OF AMERICA

Your checking account



COUNTRY CLUB LLC | Account # 3251 4154 2500 | December 1, 2020 to December 31, 2020

Deposits and other credits

Date	Description	Amount
12/08/20	Online Banking transfer from CHK 2403 Confirmation# 6145152556	4,159.44
12/11/20	Preencoded Deposit	3,528.18
12/16/20	Preencoded Deposit	100,000.00
12/17/20	Preencoded Deposit	5,041.16
12/23/20	Preencoded Deposit	37,561.52
12/28/20	Preencoded Deposit	4,349.25
Total deposits and other credits		\$154,639.55

Withdrawals and other debits

Date	Description	Amount
12/29/20	NV ENERGY SOUTH DES:NPC PYMT ID:028769892065827 INDN:COUNTRY CLUB LLC CO ID:1880045330 CCD	-5.33
12/29/20	NV ENERGY SOUTH DES:NPC PYMT ID:028769892052107 INDN:COUNTRY CLUB LLC CO ID:1880045330 CCD	-4.89
Total withdrawals and other debits		-\$10.22

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)
12/08	4,159.44	12/17	112,728.78
12/11	7,687.62	12/23	150,290.30
12/16	107,687.62	12/29	154,629.33

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Thanks for opening your new checking account. We're here to help.

Here are a few reminders to help you get started.

Don't forget — To avoid monthly fees on your new checking account, make sure to take one of the following actions each checking statement cycle:

- Spend \$2,500 in new net purchases using a linked Bank of America business credit card¹
- Maintain a combined average monthly balance of at least \$35,000² in your linked Bank of America accounts
- Maintain an average monthly balance of \$15,000 or more in your primary checking account
- Qualify and enroll in Preferred Rewards for Business (first four checking accounts per enrolled business)³

Remember to access Mobile Banking⁴ and Business Advantage 360, our small business online banking, so you can:

- Sign in to your account conveniently and securely
- Go paperless, and eliminate the hassle of storing and shredding old statements
- Set up alerts⁵ and deposit checks⁶ right from your phone
- Manage, track and project cash flow with Cash Flow Monitor⁷ — and now you can even connect your apps⁸

Learn more at bankofamerica.com/SmallBusiness or call 888.287.4637

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By qualifying and enrolling in Preferred Rewards for Business,³ your monthly maintenance fee will be waived, plus you'll enjoy benefits and rewards across your entire Bank of America business relationship — increased credit card rewards, a refund on monthly full-service payroll fees, interest rate discounts and more. And it costs nothing to enroll.

To learn more, visit bankofamerica.com/RewardsforBusiness.

¹ Spend \$2,500 or more in new net purchases each card billing cycle using a linked Bank of America business credit or charge card. Net new purchases must post to that card account to qualify. To link your Business card account to your Business Advantage Checking account, please visit your local financial center or call 888.BUSINESS (888.287.4637). Purchases must be made on only one of either the credit or charge card accounts; purchases on any combination of credit and charge cards cannot be aggregated to reach the monthly spend. See Business Schedule of Fees at bankofamerica.com/businessfeesataglance for an explanation of how the monthly fee waiver is applied and how the card spend is determined.

² You may link additional Business Advantage Checking, Business Economy Checking, Business Interest Checking, Business Advantage Savings (all variations), Business Investment Account and Business CDs.

³ **Preferred Rewards for Business Overall Program Rules:** The Preferred Rewards for Business program is only available to Small Business, Merrill Small Business, and Bank of America Private Bank[®] Small Business clients. Other categories of clients, such as those commonly referred to as Business Banking, Global Commercial Banking, Global Corporate Investment Banking, or Institutional clients are not eligible to participate in the program. Subject to certain exceptions, eligible business checking accounts generally are any Small Business checking account and the following Analyzed checking accounts: Full Analysis Business Checking or Analyzed Business Interest Checking. Clients in the eligible business categories may enroll in the program. To enroll you must have an active, eligible Bank of America business checking account, and maintain a qualifying balance of at least \$20,000 for the Gold tier, \$50,000 for the Platinum tier, or \$100,000 for the Platinum Honors tier in your combined qualifying Bank of America business deposit accounts (such as checking, savings, certificate of deposit) and/or your Merrill business investment accounts (such as Working Capital Management Accounts, Business Investor Accounts, Delaware Business Accounts). The qualifying balance is calculated based on either (i) your average daily balance for a three calendar month period, or (ii) your current combined balance, provided that you enroll at the time you open your first eligible business checking account and satisfy the balance requirement at the end of at least one day within thirty days of opening that account. Refer to your **Business Schedule of Fees** for details on accounts that qualify towards the combined balance calculation and receive program benefits. Eligibility to enroll is generally available three or more business days after the end of the calendar month in which you satisfy the requirements. Bank of America Private Bank[®] Small Business clients are automatically enrolled in the program at the Platinum Honors tier as long as you maintain your Bank of America Private Bank[®] relationship. Once you are no longer a client of the Private Bank, your enrollment in Preferred Rewards for Business will end and the benefits from enrollment will no longer be provided. You can continue to receive Preferred Rewards for Business benefits if you are eligible for the program and you take action to enroll. Benefits become effective within 30 days of your enrollment, or for new accounts within 30 days of account opening, unless we indicate otherwise. Certain benefits may be available without enrolling in the program if you satisfy balance and other requirements.

Banking made better with no-fee services: Fee waivers do not apply to an analyzed business checking or savings account product or to cards issued under these products. Visit bankofamerica.com/RewardsforBusiness for a complete list of no-fee banking services.

⁴ Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

⁵ You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.

⁶ Mobile Check Deposits are subject to verification and not available for immediate withdrawal. Other restrictions apply. In the Mobile Banking app menu, select **Deposit Checks**, then **Help** for details and other terms and conditions. Message and data rates may apply.

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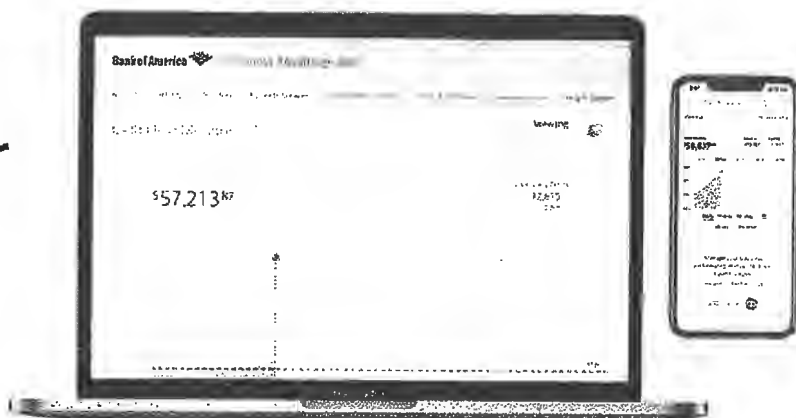
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Integrate account activity to help track debits and credits



Access data from apps like QuickBooks® Online, ADP® Payroll, Google Analytics and more²



Use automated cash flow analysis tools



Set cash flow thresholds and receive alerts



View impact of manually added transactions



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Get a new perspective

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DECLARATION OF BENJAMIN GOLSHANI

I, Benjamin Golshani, state the following:

1. The facts stated herein are based upon my personal knowledge and if called to testify thereto I could do so.

2. I am the sole member of CLA Properties, LLC ("CLA") which is one of the two members of Green Valley Commerce, LLC ("Green Valley"), and I am one of the two managers of Green Valley. The other member and manager is Sharam ("Shawn") Bidsal ("Bidsal"). I invested 70% of the capital (more than 2.8 million dollars) to buy Green Valley's properties and still I have more than \$1.6 of my capital outstanding with is more than 70% of the outstanding capital in the company. Mr. Bidsal put up 30% of the money.

3. I have always been a signatory on the Green Valley Bank accounts at CIT Bank which used to be Mutual of Omaha Bank. After the hearing in the first arbitration, where it appeared to me that CLA would be successful, I wanted the online banking passwords or codes, which would allow me to more easily and timely monitor and review Green Valley's bank transactions, so I asked Mr. Bidsal to provide them to me. He refused. As a manager and owner of CLA, I was as much entitled to have that information as was Bidsal. However, with some effort and delay, I have been able to obtain bank records as signatory to those accounts. Mr. Bidsal has also refused to give me keys to the Green Valley's properties so that I could inspect them from time to time.

4. On or about January 27, 2021 I was shocked to learn that Mr. Bidsal had withdrawn all of the funds from the Green Valley bank accounts at CIT. I was not informed of the withdrawal of the funds, nor was the withdrawal consented to by me. I immediately informed my attorneys.

5. I have subsequently learned from Mr. Shapiro that Mr. Bidsal has deposited Green Valley's funds into Bank of America, although I have not been provided with the paperwork relating to the withdrawal and transfer. I wrote to Mr. Bidsal but he referred

me to his attorney. Mr. Bidsal has still not responded to my second email. A true and correct copy of my email communication with Mr. Bidsal is attached as Exhibit E.

6. While I previously had delegated the day to day management of Green Valley to Mr. Bidsal, I have since revoked that delegation. I have NEVER delegated all of my rights as a manager and I submit I am entitled to signatory rights and full access to all of Green Valley's accounts and access to its properties. This is necessary to protect my interests, as well as Mr. Bidsal's. What would happen if Mr. Bidsal should become sick, injured or even died? There would be no access to Green Valley's money to pay bills or operate the business. My investment would be in peril as would his.

7. I have previously asked Mr. Bidsal for keys to all of Green Valley's properties so that I, on behalf of CLA could inspect them when and if I choose to do so. Mr. Bidsal has refused to provide me with the keys and has never given me an explanation why. The most recent time was in October 2020. Instead of giving me keys, he agreed to meet me at the Henderson properties to let me in. Although I knew he had no right to refuse to provide keys, I agreed to meet him there and traveled to Henderson, Nevada to meet with a broker to inspect the property. We all showed up; Mr. Bidsal did not, claiming he had something else he needed to attend to.

8. It has been my ongoing experience that getting information or documents from Mr. Bidsal is problematic. He always tells me that he is too busy but that "he will get to it" which usually takes days or even weeks or months, if ever. I do wish to be at Mr. Bidsal's mercy to receive information or to inspect the properties which I co- own "when he has time".

9. I am very concerned regarding the stealth transfer of Green Valley's funds. I know Mr. Bidsal is very upset because he lost the first arbitration. I also know him to be vindictive. The secret transfer of Green Valley's money with the pending appeal and this arbitration raises the concern that if he loses again he will take further steps to damage me or delay the transfer of Green Valley's assets, including its bank accounts. While I am sure that Mr. Bidsal will say I am paranoid or worrying needlessly, that is untrue. I believe that the reason he transferred the funds secretly is to deprive me of the rights I

already had and deprive me, or make it difficult for me, to obtain information regarding Green Valley's financial transactions. Why else would he change bank accounts secretly, without discussing it first (even by email) with his co-manager? Why would he refuse to allow me at least the same access that I had previously? This makes me worry.

10. I need access to the bank accounts to be able monitor Green Valley's financial transactions and to protect my investment. I need keys to Green Valley's properties to inspect them, including for the upcoming arbitration.

11. I understand that Mr. Bidsal, through his attorneys, have represented that he will not disburse funds to himself or me while this arbitration and appeal are still pending. However, that leaves a gap; Mr. Bidsal will have control of the bank accounts and Green Valley's funds after the appeal and this arbitration are done and his promises not to disburse will be over. I no longer trust him and request a formal order to ensure that until the sale of the subject membership interest is consummated that no funds be disbursed as is requested in this motion.

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

Executed February 5, 2021 at Los Angeles, California.


BENJAMIN GOLSHANI

EXHIBIT “E”

EXHIBIT “E”

From: ben@claproperties.com <ben@claproperties.com>

Sent: Thursday, February 4, 2021 9:52 AM

To: 'shawn bidsal' <wcico@yahoo.com>

Subject: RE: closing account without authorization

Shawn,

I know that, however you have a responsibility to the companies and me to explain your action. You have been saying that you are trying to continue managing the property because your management skills are of high standards and the company will benefit from that. I like to hear from you as to how the companies Green Valley center LLC and Country Club LLC will benefit from opening a new account and closing the existing one. You were not authorized to close the account and open a new account and transfer monies. I like to see all the documents that you submitted to Bank of America for opening the account and correspondences. Also I like to have all your correspondence for the last 6 months with CIT bank and copies of the documents that you signed.

Ben

From: shawn bidsal <wcico@yahoo.com>

Sent: Monday, February 1, 2021 11:49 AM

To: ben@claproperties.com

Subject: Re: closing account without authorization

Dear Ben

My attorney responded to your attorney's question about bank accounts last week, here is the response that was provided including the bank account information,

Rod,

Shawn is committed to complying with the terms of the Operating Agreements and will fully comply with all obligations thereunder.

With that said, nowhere in the Operating Agreements does it prohibit Shawn from changing banks. In your email you state that Shawn "cannot write checks over 20K so that means that he cannot move funds without consent." That statement is flat out wrong, and at best, a gross manipulation of what the Operating Agreement actually says. The one and only place where the number 20,000 is contained anywhere in the Operating Agreement is in Section 2(a) of Article IV, which by its own terms, only applies to "leasing, development and contracting of services for improvement of the properties." Nowhere in the Operating Agreement is there any prohibition against writing checks in excess of \$20,000 in any other context, and certainly there is nothing in

the Operating Agreement that prohibits Shawn from moving the company's bank accounts to a closer, more convenient bank, particularly when all of the funds were immediately deposited into the new bank accounts and remain available for the company and its business.

As far as adding Ben to the accounts, again this request goes beyond what is required by the Operating Agreement. While Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts. We have already provided you with the most recent bank statements, and as Shawn has always done, he will continue to keep Ben informed of the financial condition of the company and provide Ben with whatever documents and information he requests relating to the company. However, Shawn is not going to add Ben to the accounts.

Sincerely,

James E. Shapiro, Esq.

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

On Monday, February 1, 2021, 09:21:15 AM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Dear Shawn:

I understand that you have closed the accounts of Green Valley Commerce and Country Club at the CIT where we were banking for almost 10 years and opened new accounts at Bank of America.

I like to know how it is better for both companies to go to a new bank. What do we gain from that? Furthermore, for such a big move, you needed to get my consent. We never discussed to agreed that you could move the accounts.

Please provide me with all the information of the new account and the contact person at the bank.

Ben

EXHIBIT 236



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

February 19, 2021

Via email only: dwall@jamsadr.com

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

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

**CLAIMANT'S OPPOSITION TO RESPONDENT/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 OF GREEN VALLEY
PROPERTIES; AND (3) PROHIBITING DISTRIBUTIONS TO THE MEMBERS UNTIL THE SALE OF
THE MEMBERSHIP INTEREST IN ISSUE IN THIS ARBITRATION IS CONSUMMATED AND THE
MEMBERSHIP INTEREST IS CONVEYED**

Dear Judge Wall:

In CLA Properties, LLC's ("**CLA**") Motion for Orders (1) Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; (2) Provide CLA with Keys to all of Green Valley Properties; and (3) Prohibiting Distributions to the Members Until the Sale of the Membership Interest in Issue in this Arbitration is Consummated and the Membership Interest is Conveyed (the "**Motion**"), it feels, as Yogi Berra would say, DeJa'Vu all over again. Not only is the Motion redundant in the fact that it seeks to end run your Honor's decision not to remove Shawn Bidsal ("**Bidsal**") as day-to-day manager of Green Valley Commerce, LLC ("**GVC**"), but it also asks your Honor to overturn and/or modify provisions that are thoroughly addressed in the GVC Operating Agreement ("**GVC OPAG**") and/or have already been agreed to between the parties. What this Motion truly represents is a means to harass Bidsal and prevent him from properly preparing for the Arbitration which is just over a month away. In less than one month, CLA has filed three motions. Having exhausted any true issues to debate, it has resorted to the present frivolous Motion.

STATEMENT OF FACTS

Bidsal manages thirteen different entities which banked with CIT Bank ("**CIT**") (previously Mutual of Omaha Bank). See a true and correct copy of the Declaration of Shawn Bidsal attached hereto as **Exhibit "1"** and incorporated herein by this reference. In 2019 Mutual of Omaha Bank was subsumed by CIT. *Id.* It was only after banking with this new entity that Bidsal decided that he was not as pleased with CIT as he had been with Mutual of Omaha Bank and he transferred all thirteen accounts to Bank of America ("**BofA**"), two of which were GVC and GVC - Greenway (the "**GVC Transfers**"). *Id.*

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Office 702.318.5033
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The GVC Transfers began on December 7, 2020 and were complete by December 29, 2020. A true and correct copy of the BofA GVC December 2020 account statements is attached hereto as **Exhibit "2"** and are incorporated herein by this reference.

On January 27, 2021, at 1:39pm, counsel for CLA emailed counsel for Bidsal stating, "Jim we learned that all funds of Green Valley...were transferred from CIT bank and taken to another bank or what." CLA went on to request, "[p]lease immediately provide all details regarding the withdrawals, including if transferred to another bank, which bank, the reasons why, and assuming that the funds were moved to another bank, whether Mr. Bidsal will add Mr. Golshani to the account(s). See a true and correct copy of the email chain attached hereto as **Exhibit "3"** and incorporated herein by this reference. On January 27, 2021, at 3:48pm, counsel for Bidsal responded. See Exhibit "3". The email explained that Bidsal moved the GVC bank accounts to a BofA branch that was closer and more convenient. *Id.* The response also attached the December bank statements for the GVC bank accounts. See Exhibits "2" and "3".

On January 27, 2021, at 4:07pm, counsel for CLA responded that Bidsal was not allowed to transfer the bank accounts of GVC and asked if he had added Golshani's name to the BofA GVC bank accounts. See Exhibit "3". On January 28, 2021, at 9:46am, counsel for Bidsal asked where in the GVC OPAG it restricted Bidsal, the GVC day-to-day manager, from switching banks. See Exhibit "3". On January 28, 2021, at 10:04am, counsel for CLA responded indicating that Bidsal was restricted from writing checks over \$20,000 and therefore could not move the GVC bank accounts. See Exhibit "3". On January 28, 2021, at 2:01pm, counsel for Bidsal assured counsel for CLA that Bidsal was committed to complying with the GVC OPAG and further explained that the restriction for writing checks over \$20,000 was limited to leasing, development and contracting of services for improvement of the properties. See Exhibit "3". Counsel for Bidsal also addressed the request to add Golshani to the GVC bank accounts stating, "[w]hile Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts." *Id.* Finally, this email reassured CLA that Bidsal would provide Golshani, "...with whatever documents and information he requests relating to the company." *Id.* However, no specific document request was forthcoming from CLA. The present Motion was filed on February 5, 2021.

Also, on February 5, 2021, Bidsal, in response to an email sent by Golshani on February 4, 2021, provided a detailed message to CLA and Golshani as to why it was in the best interest of GVC to transfer its accounts from CIT to BofA. A true and correct copy of Bidsal's email to Golshani is attached hereto as **Exhibit "4"** and is incorporated herein by this reference.

Bidsal delineated five reasons as to why he elected to transfer the accounts:

- (1) There is no CIT branch near Bidsal's office in California;
- (2) CIT reduced its operational hours to 10:00am – 2:00pm Monday through Friday;
- (3) The BofA branch nearest to Bidsal's office has hours from 9:00am - 5:00pm Monday through Friday and has Saturday hours of 10:00am – 4:00pm;
- (4) GVC often has a need to go to a physical bank location for its banking needs;

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- (5) BofA has many branches in multiple states which allows for tenants to pay their rent by going to a physical BofA location.

In addition to delineating the purposes behind the GVC Transfers, Bidsal informed Golshani that he would request that the BofA account manager for the GVC bank accounts set up an appointment to add Golshani to the GVC bank accounts. *Id.*

While not required to do so, on February 19, 2021, Bidsal and Golshani met at BofA and Golshani and Bidsal signed BofA Business Signature Cards adding Golshani to the GVC bank accounts. A true and correct copy of the GVC bank account Business Signature Cards is attached hereto as **Exhibit "10"** and is incorporated herein by this reference.

OPPOSITION TO CLA'S MOTION

I. BIDSAL'S OBJECTIONS TO CLA'S DEMAND TO RESTORE BANK ACCOUNTS

CLA lacks any basis to demand that Bidsal restore the GVC bank accounts to CIT. In the GVC OPAG Article IV, **MANAGEMENT**, Section 02, Rights, Powers and Obligations of Management, it states, "...the Management shall have the following rights and powers which the Management may exercise in its reasonable discretion at the cost, expense and risk of the Limited Liability Company: (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company." A true and correct copy of the GVC OPAG is attached hereto as **Exhibit "5"** and is incorporated herein by this reference. The delineated power regarding bank accounts does NOT require unanimous consent of the managers or the members. *Id.* The GVC OPAG does indicate that there are some powers that can ONLY be exercised by both managers. One such example is Article IV, Section 02, subsection (a) which states that Management shall have the right and power "[t]o deal in leasing, development and contracting of services for improvement of the properties owned subject to **both Managers** executing written authorization of each expense or payment exceeding \$20,000." *Id.* (emphasis added). As the GVC OPAG clearly contemplated needing the consent of both managers for some powers, but not all powers, there was an election not to require two-manager consent for the opening and closing of bank accounts. It is clear that a singular manager can both open and close bank accounts for GVC and that is exactly what Bidsal did to effectuate the GVC Transfers.

While CLA attempted to paint the GVC Transfers as a theft by Bidsal, Bidsal has provided CLA both the last statements from CIT and the opening statements from BofA. A true and correct copy of the CIT final statements is attached hereto as **Exhibit "6"** and is incorporated herein by this reference. *See also* Exhibits "1", "2" and "4". It is abundantly clear that no funds were taken. *Id.* In fact, on January 27, 2021 when counsel for CLA and Golshani demanded "...all documents relating to the withdrawals/transfers/deposits/location of the funds," counsel for Bidsal responded approximately two hours later with an explanation stating, "...Bank of America has a bank branch closer and more convenient to Shawn, so he moved the accounts from CIT Bank over to Bank of America." Bidsal's counsel then attached the December 2020 BofA bank statements for the GVC accounts, "...showing that the money was deposited with Bank of America and remains in the new accounts." Thus, on the

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very same day that CLA made its inquiry it was provided (1) an explanation and (2) evidence that the funds had not been taken and were still in the name of GVC. *See* Exhibits “2” and “3”. This information should have alleviated CLA’s concern about the safety of the money.¹

In reality, there is nothing in the law or the terms of the GVC OPAG that prohibits Bidsal from acting exactly the way that he has acted, and there is certainly nothing in the GVC OPAG or Nevada law that would justify the relief which Golshani is now seeking.

II. BIDSAL’S OBJECTIONS TO CLA’S COMPLAINT RE: DAY TO DAY MANAGEMENT

In reality, CLA’s concern was not the safety of the money, but rather the fact that Bidsal was managing the money. Nowhere is this fact more evident than in the present Motion. The very first sentence of the very first paragraph of the Motion reads “[o]n May 20, 2020, CLA Properties, LLC (“CLA”) filed a motion to resolve a dispute between the two members and co-managers of Green Valley Commerce, LLC (“Green Valley”) regarding which of the two managers of Green Valley should handle its day to day affairs.” *See* Motion Page 1. Herein lies CLA’s true complaint. This Motion is not about whether Bidsal was authorized to make the GVC Transfers, but rather that Golshani wants to be the day-to-day manager of GVC and is aggrieved that he wasn’t allowed to do so in May 2020. As was stated in your Honor’s July 20, 2020 Order on Pending Motions (the “July Order”), “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.” While it is true that CLA did remove its counterclaim regarding day-to-day management of GVC from its Third Amended Answer and Counterclaim, it appears based on its proposed Fourth Amended Answer and Counterclaim that it again intends to include the claim. As such, the topic of day-to day managerial duties is one to be heard at the Arbitration hearing and not via summary adjudication.

The fact that this Motion has resulted is due to CLA’s aggrievement with the day-to-day management of GVC. This aggrievement is epitomized by the following sentence from the Motion, “...CLA is **entitled to** and needs to be able to monitor Green Valley’s financial transactions, the fact that when the parties could not agree on who should handle the day to day management of Green Valley properties **Your Honor chose Bidsal** does not mean that Mr. Golshani as co-manager is not entitled to have access to all of its **on line banking** or inspect the properties that it co-owns and co-manages without Mr. Bidsal’s permission.” (emphasis added). This statement is so fraught with error it is hard to know where to begin. First and foremost, Your Honor did not choose Bidsal to be the

¹ Goshani’s declaration highlights and emphasizes the games that Golshani has been playing. Virtually from the beginning of this Arbitration, Golshani has issued unceasing protestations that Bidsal was not providing him with proper access to the books and records of GVC. Yet now Golshani had admitted that Golshani had “...always been a signatory on the Green Valley Bank accounts at CIT Bank...” meaning he had access to the very information he was complaining he lacked the entire time. Apparently, there was no need for Bidsal to send him the CIT account statements as he could access that information without Bidsal’s assistance. *See* the Declaration of Benjamin Golshan attached to the Motion at Exhibit “D”.

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day-to-day manager of GVC, both CLA and Bidsal elected that Bidsal be the day-to-day manager of GVC. As noted in the July Order, “Both parties are managers of GV, but by prior consent only Claimant acts as day to day manager of the entity.” CLA then goes on to make additional erroneous statements to include that CLA is entitled to access to all of GVC’s online banking and that Bidsal is preventing Golshani from inspecting the GVC properties, which will be addressed in turn in this Opposition.

CLA’s next gripe involves the timing of Bidsal’s response to its allegations of wrongdoing, “Mr. Shapiro did not respond to the request to add Mr. Golshani to the new bank accounts. Nor did he provide all documents relating to the withdrawal/transfer of funds as was requested in Mr. Lewin’s email to him.” It is important to note, that counsel for Bidsal responded to the initial query *within two hours*. See Exhibit “3”. Bidsal’s counsel responded with both documents and a narrative explanation. *Id.* Bidsal’s counsel did not say that it would not provide additional documentation as the Motion seems to imply. In fact, after Bidsal’s prompt response, CLA hit back with more false allegations! Twenty minutes after receiving confirmation that all of the GVC funds were secure and the location of the GVC funds, CLA’s counsel falsely stated, “The problem is that under the operating agreement [Bidsal] is not allowed to [move GVC’s accounts].” *Id.* However, the GVC OPAG (see above) allows for the day-to-day manager to transfer accounts. See Exhibit “5”. When Bidsal’s counsel asked for CLA to identify where in the GVC OPAG it prevents Bidsal from transferring GVC’s bank accounts, CLA retorted with yet another false statement. “HE [sic] cannot write checks over 20K so that means that he cannot move funds without consent.” See Exhibit “3”. Whether deliberately or obtusely, CLA attempted to supplant Article IV, Section 02, subsection (c) dealing with bank accounts with Article IV, Section 02, subsection (a) dealing with contracting for services for the improvement of properties. See Exhibit “5”. Regardless, the statement was utterly false. CLA’s statement that “Bidsal is not...entitled to solely close the accounts, open new accounts and sign opening account documents...” is 100% contrary to the language of the GVC OPAG. *Id.* Likewise, nowhere in the GVC OPAG does it state that Golshani or CLA is entitled to “full access” or “on line banking” to/for the GVC bank accounts as is stated in the Motion. In reality, neither Golshani nor CLA has EVER had “full access” to the GVC bank accounts. This fact is evident from a May 15, 2018 email from Golshani to Bidsal. A true and correct copy of the May 15, 2018 email is attached hereto as **Exhibit “7”** and is incorporated herein by this reference. Golshani, in the May 15, 2018 email, stated in reference to GVC, “[a]lso, I need to have online access to the bank accounts. Please share with me the username and passwords.” *Id.* Again, on February 24, 2020, Golshani and CLA demanded from Bidsal, “[y]ou need to share with me the passcode of the online banking for all the bank accounts.” A true and correct copy of the February 24, 2020 email is attached hereto as **Exhibit “8”** and is incorporated herein by this reference. The GVC OPAG does not grant an entitlement for Golshani and/or CLA to have full access to the GVC accounts and historically neither Golshani nor CLA have had full access to the GVC accounts. CLA is attempting a management power grab via the current Motion.

On Thursday, January 28, 2021, counsel for Bidsal tried to further alleviate CLA’s concerns stating, “Shawn is committed to complying with the terms of the Operating Agreements and will fully comply with all obligations thereunder.” See “Exhibit “3”. Yet despite the assurance, CLA’s counsel

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ceased communication with Bidsal's counsel on the topic and proceeded to file the present Motion six business days later.

In the present Motion, CLA has attached a Declaration from Golshani. Golshani states that "While I previously had delegated the day to day management of Green Valley to Mr. Bidsal, I have since revoked that delegation." *See* the Motion, Exhibit "D". While Golshani, very well may have revoked his delegation, the fact of the matter is that the GVC OPAG requires much more than a 50%-member interest to effectuate a revocation. In Article III, MEMBERS' MEETINGS AND DEADLOCK, Section 08 Business Which May Be Transacted at Annual Meetings, it states "[a]t each Annual Meeting of the Members, the Members may elect, with a vote representing ninety percent (90%) in Interest of the Members, a Manager or Managers to administer and regulate the affairs of the Limited Liability Company. The Manager(s) shall hold such office until the next Annual Meeting of Members or until the Manager resigns or is removed by the Members pursuant to the terms of this Agreement, whichever event first occurs." Clearly, Golshani agreed that at some point in the past he previously voted to delegate day-to-day management of GVC to Bidsal and Bidsal accepted. *See* the Motion at Exhibit "D". The only way to change that designation is for a 90% vote to remove Bidsal from that role. As Bidsal holds 50% of the voting power, clearly such a percentage is not attainable without his concurrence, and therefore the status quo remains. *See* Exhibit "5". This 90% vote requirement is confirmed under Article IV, MANAGEMENT, Section 03 Removal, which states "[t]he Managers may be removed or discharged by the Members whenever in their judgment the best interests of the Limited Liability Company would be served thereby upon the affirmative vote of ninety percent in Interest of the Members. *Id.* Regardless of CLA's "revocation" Bidsal, in accordance with the OPAG and the July Order remains the day-to-day manager of GVC.

III. CLA'S DEMAND TO BE ADDED TO THE BANK OF AMERICA ACCOUNTS

While the GVC OPAG does not state that all managers of GVC must be added to the GVC bank accounts, Bidsal acknowledges that there has been historical precedent for doing so. As such, Golshani has been added to the GVC bank accounts, thus making this demand moot. *See* Exhibits "1", "4" and "11".

IV. BIDSAL'S OBJECTIONS REGARDING CLA'S ABILITY TO INSPECT RECORDS

Article X, MISCELLANEOUS, Section b. Financial Statements, Statements of Account, addresses the rights of members and managers to inspect GVC's books and records. It states, "[a]ny Member or Manager shall [sic] the right to inspect all of the books and records of the Company, including tax filings, property management reports, bank statements, cancelled checks, invoices, purchase orders, check ledgers, savings accounts, investment accounts and checkbooks, whether electronic or paper, provided such Member complies with Article II, Section 4." *See* Exhibit "5". Article II, OFFICES AND RECORDS, Section 04 Inspection of Records, states, "[r]ecords kept pursuant to this Article are subject to inspection and copying at the request and at the expense, of any Member,

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in person or by attorney or other agent. Each Member shall have the right during the usual hours of business to inspect for any proper purpose.” *Id.*

CLA’s argument that Bidsal has “...taken away all access to bank information...” is a complete fabrication. CLA has the same rights it always has had, that is to inspect banking information upon a request, in person, during business hours. Yet Bidsal went even further by voluntarily providing Golshani with the requested bank statements both through counsel as well as directly to Golshani. Nowhere in the GVC OPAG does it provide an entitlement for CLA or Golshani to have online access to bank accounts and historically, neither CLA, nor Golshani has had online access to bank accounts. *See Exhibit “1”.*

V. BIDSAL’S OBJECTIONS REGARDING CLA’S ABILITY TO INSPECT PROPERTIES

There is absolutely no grant of power in the GVC OPAG for any member or manager to inspect the properties owned by GVC. CLA fabricates this right from whole cloth stating, “Mr. Golshani is a co-manager and CLA is a member, and in one, if not both capacities they have the right to inspect Green Valley properties when and if either of them chooses to do so, whether for purposes of this arbitration or for any other reason.” *See the Motion.* CLA then takes this wholly fabricated power one step further in asking your Honor for a set of keys to the GVC Properties. Of note, CLA does not cite either a GVC OPAG provision or any law to support this unfounded assertion of a power to inspect property or for a demand for keys to the properties.

Despite the fact that the GVC OPAG is virtually silent on the matter of property inspection, Bidsal has provided CLA the name and cell phone numbers of the GVC foremen who have access to properties. *See Exhibit “1”.* Thus, CLA has no need to ask Bidsal for access to the properties, it simply needs to coordinate with the appropriate foremen. This arrangement has been in place at least since July 2017. *See Exhibit “1”.* Indeed, it appears the arrangement was working as on or about January 1, 2019, Golshani stated “I visited the Greenway property and learned that many of the tenants have left. Some of the interior of the suits were torn and left on the floor.” *See a true and correct copy of an email chain between Bidsal and Golshani in January 2019 attached hereto as Exhibit “9” and incorporated herein by this reference.* While all of purported issues were addressed by Bidsal in the response to Golshani’s January 1, 2019 email, the important take-away for purposes of this Motion is that Golshani wasn’t being denied interior access in January 2019 and likewise is not being denied access now. *See Exhibit “1”.* The GVC OPAG does not specify either a right for CLA or Golshani to access the properties and in the absence of controlling language the day-to-day manager, Bidsal, has set up a process to allow CLA and Golshani reasonable access to the properties. CLA’s desire to have its own set of keys is neither mandated nor warranted since the historical method of access has been to contact the foreman of the GVC properties and is further evidence of a managerial power grab. The current Motion tries to bury the fact that Golshani, in the recent past has indicated that his demand for keys was because he “need[ed] the keys to both properties in Henderson and Phoenix to inspect the property, start the repairs, and arrange showings to prospective tenants.” *See Exhibit “8”.* All of

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these reasons indicate an attempt to insert himself as the day-to-day manager, not due to a genuine need or desire to inspect the properties for any other purpose.

VI. CLA'S DEMAND FOR AN ORDER TO PROHIBIT DISTRIBUTIONS

In this instance CLA is wasting everyone's time by demanding an action to which all of the parties have agreed to on the record in the present Arbitration, that is, that Bidsal, as day-to-day manager of GVC will not distribute funds generated by GVC to any member of GVC until the conclusion of the appeal pending with the Supreme Court of the State of Nevada. *See* the Declaration of Rodney T. Lewin attached to the Motion. *See also* Exhibit "1". Of note, nowhere in the Motion does CLA assert that Bidsal has violated this agreement. Bidsal has honored the stipulation to refrain from distributing funds generated by GVC. However, now CLA seeks to extend the time period for a distribution moratorium by requesting that the moratorium be extended to cover a period of time "between the time that the appeal is resolved and the membership is conveyed." *See* the Declaration of Rodney T. Lewin attached to the Motion. CLA's request however is not yet ripe and presumes far too many variables to make it viable. By this request CLA is assuming (1) that the Supreme Court will rule entirely in its favor and (2) that the present Arbitration will rule entirely in its favor. Given so many variables that are still present such a demand does not appear ripe for a decision.

CONCLUSION

CLA's fabrication of terms in the GVC OPAG does not justify any of its requested orders. Bidsal requests that your Honor maintain the status quo in this matter: (1) to allow Bidsal to remain day-to-day manager of GVC, (2) allow the day-to-day manager to open/close bank accounts as authorized by the GVC OPAG, (3) to enforce the terms of the GVC OPAG as it relates to inspection of the GVC books and records, (4) to maintain the historical method for GVC property inspection, (5) for both GVC managers to be listed on the bank accounts for GVC as is the historical precedent, (6) for Golshani not to have online access to the bank accounts of GVC, and (7) for the current stipulation regarding the distribution moratorium to remain in place until the matter pending with the Supreme Court of the State of Nevada has concluded. To any extent beyond the status quo, Bidsal respectfully requests this Arbitrator 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”

DECLARATION OF SHAWN BIDSAL

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

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

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

3. My office is located at 14039 Sherman Way, Ste. 201, Van Nuys, CA 91405 (the "GVC Management Office").

4. I am currently the claimant in JAMS Arbitration No. 1260005736 captioned Shawn Bidsal v. CLA Properties, LLC.

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

6. To my knowledge and belief, the sole member of CLA Properties, LLC ("CLA") is Benjamin Golshani ("Golshani").

7. I have been involved in commercial property management for over 24 years.

8. As of December 2020, thirteen Commercial Properties that I manage (the "Commercial Properties") had bank accounts with CIT Bank (previously Mutual of Omaha Bank) (the "CP Bank Accounts"). Two of these thirteen accounts were the GVC bank account and the GVC – Greenway bank account (the "GVC Bank Accounts").

9. In 2019, Mutual of Omaha Bank was taken over by CIT Bank. I was willing to try CIT Bank, so I left the CP Bank Accounts at CIT Bank for a period of time.

10. However, I became displeased with CIT Bank's services and made the decision to move all of the CP Bank Accounts at CIT Bank to a new bank, Bank of America.

11. Some of the reasons I elected to move the CP Bank Accounts to Bank of America, include:

- a. CIT Bank had only two branches in the Las Vegas Valley.
- b. The Las Vegas Valley CIT Bank branches did not have any weekend hours.
- c. The Las Vegas Valley CIT Bank branches are only open from 10am to 2pm Monday through Friday.

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Henderson, NV 89074
O: (702) 318-5033 F: (702) 318-5034

1 d. The nearest CIT Bank branch to the GVC Management Office is over 120 miles
2 away.

3 e. GVC often has a requirement for in-person banking and those requirements
4 could not be met with the limited number and hours of the CIT Bank branches.

5 f. There are over 50 Bank of America branches in the Las Vegas Valley.

6 g. Many of the Bank of America branches in the Las Vegas Valley have Saturday
7 hours.

8 h. Many of the Bank of America branches in the Las Vegas Valley are open from
9 9am to 5pm, Monday through Friday.

10 i. The nearest Bank of America branch to the GVC Management Office is one mile
11 away. This branch is open 9am to 4pm Monday through Friday and Saturday 10am to 1pm.

12 j. The increased availability of the Bank of America branches allows tenants to
13 make payments due to GVC in any Bank of America branch that is convenient to them.

14 12. While I began transferring the GVC Bank Accounts from CIT Bank to Bank of America
15 in December, 2020, the transfer was not instantaneous, as there were still outstanding items for the
16 GVC Bank Accounts at CIT Bank. But as those matters closed out, I completed the GVC Bank Account
17 transfers.

18 13. The GVC Bank Account transfers were complete as of December 29, 2020, however
19 the GVC Bank Accounts at CIT Bank remained open until February 2021 to accommodate any
20 incoming/outgoing transactions related to the GVC Bank Accounts.

21 14. All of the funds in the GVC Bank Accounts that were formerly held at CIT Bank have
22 been accounted for in the transfer to Bank of America.

23 15. I did not take any funds from the GVC Bank Accounts in the process of transferring
24 banks.

25 16. I performed the GVC Bank Account transfers in accordance with my duties and
26 responsibilities as the day-to-day manager of GVC.

27 17. I provided the GVC Bank Account statements from Bank of America to my counsel on
28 or about January 27, 2021.

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1 18. While the GVC Operating Agreement does not have a provision that requires all
2 managers to be listed on the GVC Bank Accounts, to my knowledge, both Golshani and I were listed
3 on the GVC - Greenway bank account that we opened at Mutual of Omaha Bank.

4 19. I do not recall if/when Golshani was included on the GVC Mutual of Omaha bank
5 account.

6 20. To my knowledge, neither Golshani nor CLA has ever had online access to any GVC or
7 GVC - Greenway bank account.

8 21. On February 1, 2021 I received an email from Golshani asking for the information
9 related to the GVC Bank Account transfers and the contact person at the new bank. *See Exhibit "4"* to
10 the Opposition.

11 22. That same day, I responded to Golshani, forwarding him the email that Smith & Shapiro
12 had sent to CLA's counsel. *See Exhibit "4"* to the Opposition.

13 23. On February 4, 2021, I received another email from Golshani asking for an explanation
14 for the bank transfer. The following day, I provided Golshani a detailed explanation, the CIT Bank
15 records and the Bank of America bank records. *See Exhibit "4"* to the Opposition.

16 24. On February 5, 2021 I contacted Bank of America to try to facilitate an appointment for
17 Golshani to go into the bank and add himself to the GVC Bank Accounts.

18 25. On February 19, 2021, I met Golshani at Bank of America to facilitate adding him to
19 the GVC Bank Accounts. Bank of America had both Golshani and I sign a Business Signature Card
20 for the each of the GVC Bank Accounts. *See Exhibit "10"* to the Opposition.

21 26. In or around July of 2017 Golshani made a request to inspect the properties owned by
22 GVC.

23 27. Although the GVC OPAG does not contain language granting a right to a manager
24 and/or a member to inspect the GVC properties, I nonetheless agreed to facilitate visits to the GVC
25 properties by providing Golshani with the name and cell phone numbers of the GVC foremen and gave
26 the instructions to contact the foremen for access to the GVC properties.

27 \\\

28 \\\

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1 28. The GVC foremen has access to all of the interior spaces to the GVC properties and to
2 my knowledge and belief, Golshani utilized this information to perform one or more visitations to the
3 GVC properties.

4 29. In January 2019 Golshani informed me that he had inspected the interiors of the GVC –
5 Greenway property. I was not present during this visit.

6 30. As outlined above, Golshani and CLA have always had full access to GVC properties
7 and neither CLA nor Golshani needs me to be present in order to view the GVC properties.

8 31. I have never denied Golshani or CLA access to the GVC properties.

9 32. Golshani has never had keys to the GVC properties and has never had a need for any of
10 the physical keys because the foremen are always available to give myself and/or Golshani access to
11 anywhere on the properties we wish to inspect.

12 33. Finally, I previously agreed to refrain from causing GVC to issue any distributions until
13 the conclusion of the appeal pending in the Nevada Supreme Court related to JAMS Arbitration No.
14 1260004569 (the "Supreme Court Appeal"). I have lived up to that agreement and intend on living up
15 to that agreement. The last distribution that GVC made was in October of 2019.

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

18
19 Dated this 19th day of February, 2021.

20
21 
22 Shawn Bidsal

Exhibit “2”

Exhibit “2”

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GREEN VALLEY COMMERCE LLC
14039 SHERMAN WAY STE 201
VAN NUYS, CA 91405-2591

Your Business Advantage Checking Preferred Rewards for Bus Platinum Honors

for December 1, 2020 to December 31, 2020

Account number: 3251 4154 2490

GREEN VALLEY COMMERCE LLC**Account summary**

Beginning balance on December 1, 2020	\$0.00	# of deposits/credits: 6
Deposits and other credits	219,939.61	# of withdrawals/debits: 6
Withdrawals and other debits	-1,193.32	# of items-previous cycle ¹ : 0
Checks	-4,945.50	# of days in cycle: 31
Service fees	-0.00	Average ledger balance: \$84,953.88
Ending balance on December 31, 2020	\$213,800.79	¹ Includes checks paid, deposited items & other debits

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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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BANK OF AMERICA

Your checking account



GREEN VALLEY COMMERCE LLC | Account # 3251 4154 2490 | December 1, 2020 to December 31, 2020

Deposits and other credits

Date	Description	Amount
12/07/20	Preencoded Deposit	4,899.40
12/11/20	Preencoded Deposit	761.00
12/16/20	Preencoded Deposit	100,000.00
12/23/20	Preencoded Deposit	101,909.51
12/29/20	Preencoded Deposit	10,181.78
12/29/20	Preencoded Deposit	2,187.92
Total deposits and other credits		\$219,939.61

Withdrawals and other debits

Date	Description	Amount
12/14/20	REPUBLIC SERVICES Bill Payment	-736.39
12/14/20	REPUBLIC SERVICES Bill Payment	-243.51
12/22/20	NV ENERGY Bill Payment	-36.14
12/22/20	NV ENERGY Bill Payment	-31.25
12/23/20	NV ENERGY SOUTH DES:NPC PYMT ID:029524921258636 INDN:GREEN VALLEY COMMERCE CO ID:1880045330 CCD	-146.03
Total withdrawals and other debits		-\$1,193.32

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GREEN VALLEY COMMERCE LLC | Account # 3251 4154 2490 | December 1, 2020 to December 31, 2020

Checks

Date	Check #	Amount
12/24/20	1001	-4,945.50
Total checks		-\$4,945.50
Total # of checks		1

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
12/07	4,899.40	12/16	104,680.50	12/24	201,431.09
12/11	5,660.40	12/22	104,613.11	12/29	213,800.79
12/14	4,680.50	12/23	206,376.59		



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- Keep an eye on cash flow by connecting apps to your Business Advantage 360 dashboard²
- Order replacement cards³ and copies of checks



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¹ Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

² You are not liable for unauthorized Online and Mobile Banking transactions when you notify the bank within 60 days of the transaction first appearing on your statement and comply with security responsibilities. See Section 5 of our Online Banking Service Agreement at bankofamerica.com/serviceagreement for full terms and conditions. Please note: We do not provide buyer protection.

³ You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.

⁴ Certain devices are eligible for enrollment in Touch ID®, Face ID® or fingerprint sign-in. If eligible, you will have the option to enroll by following the prompts within the Mobile Banking app. If you store multiple fingerprints on your device including those of additional persons, those persons will also be able to access your Bank of America Mobile Banking app via fingerprint, including the ability to access a call center, when Touch ID or fingerprint is enabled. Data connection required. Wireless carrier fees may apply.

⁵ You must be enrolled in Online Banking or Mobile Banking to use the Business Advantage 360 tool and have an eligible Bank of America® small business deposit account. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. Bank of America and/or its affiliates or service providers may receive compensation from third parties for clients' use of their services.

⁶ The mobile feature, ERICA, is only available in the English language. The feature requires that you download the latest version of the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

⁷ Fee may apply for each requested replacement of a debit card. See Business Schedule of Fees at bankofamerica.com/feesataglance.

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²When you use Cash Flow Monitor and Connected Apps to access services or information from third parties ("Third-Party Account Information"), you will be subject to any terms and conditions established by those third parties, in addition to Cash Flow Monitor and Connected Apps Terms and Conditions. Bank of America, Bank of America, N.A. provides access to third-party websites and Third-Party Account Information only as a convenience, and is not responsible for, does not guarantee or endorse the services offered, and does not monitor or review such information for accuracy, completeness or otherwise. Information displayed through Cash Flow Monitor and Connected Apps may be more up-to-date when obtained directly from relevant third-party websites. Neither Bank of America, its affiliates, nor their employees provide legal, accounting and tax advice. Bank of America and/or its affiliates or service providers may receive compensation from third parties for clients' use of their services. All third party trademarks, service marks, trade names and logos referenced in this material are the property of their respective owners. Bank of America does not deliver and is not responsible for the products, services or performance of any third party.



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 "GREEN WAY ACCOUNT"
 14039 SHERMAN WAY STE 201
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for December 1, 2020 to December 31, 2020

Account number: 3251 4969 7059

GREEN VALLEY COMMERCE LLC "GREEN WAY ACCOUNT"**Account summary**

Beginning balance on December 1, 2020	\$0.00	# of deposits/credits: 5
Deposits and other credits	67,222.47	# of withdrawals/debits: 2
Withdrawals and other debits	-0.00	# of items-previous cycle ¹ : 0
Checks	-525.00	# of days in cycle: 31
Service fees	-0.00	Average ledger balance: \$33,706.72
Ending balance on December 31, 2020	\$66,697.47	¹ Includes checks paid, deposited items & other debits



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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: in case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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BANK OF AMERICA

Your checking account



GREEN VALLEY COMMERCE LLC | Account # 3251 4969 7059 | December 1, 2020 to December 31, 2020

Deposits and other credits

Date	Description	Amount
12/07/20	Preencoded Deposit	2,353.07
12/07/20	Preencoded Deposit	1,850.88
12/14/20	Preencoded Deposit	3,182.56
12/16/20	Preencoded Deposit	50,000.00
12/23/20	Preencoded Deposit	9,835.96
Total deposits and other credits		\$67,222.47

Checks

Date	Check #	Amount	Date	Check #	Amount
12/21/20	1001	-450.00	12/18/20	1002	-75.00
			Total checks		-\$525.00
			Total # of checks		2

Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
12/07	4,203.95	12/16	57,386.51	12/21	56,861.51
12/14	7,386.51	12/18	57,311.51	12/23	66,697.47

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Exhibit “3”

Exhibit “3”

From: [James E. Shapiro](#)
To: rod@rtlewin.com
Cc: ["Louis E. Garfinkel"; Doug Gerrard \(DGerrard@gerrard-cox.com\); Aimee Cannon; Shawn Bidsal \(wcico@yahoo.com\)](#)
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS
Date: Thursday, January 28, 2021 2:01:30 PM

Rod,

Shawn is committed to complying with the terms of the Operating Agreements and will fully comply with all obligations thereunder.

With that said, nowhere in the Operating Agreements does it prohibit Shawn from changing banks. In your email you state that Shawn "cannot write checks over 20K so that means that he cannot move funds without consent." That statement is flat out wrong, and at best, a gross manipulation of what the Operating Agreement actually says. The one and only place where the number 20,000 is contained anywhere in the Operating Agreement is in Section 2(a) of Article IV, which by its own terms, only applies to "leasing, development and contracting of services for improvement of the properties." Nowhere in the Operating Agreement is there any prohibition against writing checks in excess of \$20,000 in any other context, and certainly there is nothing in the Operating Agreement that prohibits Shawn from moving the company's bank accounts to a closer, more convenient bank, particularly when all of the funds were immediately deposited into the new bank accounts and remain available for the company and its business.

As far as adding Ben to the accounts, again this request goes beyond what is required by the Operating Agreement. While Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts. We have already provided you with the most recent bank statements, and as Shawn has always done, he will continue to keep Ben informed of the financial condition of the company and provide Ben with whatever documents and information he requests relating to the company. However, Shawn is not going to add Ben to the accounts.

Sincerely,

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



From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Thursday, January 28, 2021 10:04 AM

To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: ben@claproperties.com; 'Louis E. Garfinkel' <brente@lgealaw.com>
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

HE cannot write checks over 20K so that means that he cannot move funds without consent. but you still have not answered my question.... whether Mr. Bidsal will add Mr. Golshani to the account(s).

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

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From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]
Sent: Thursday, January 28, 2021 9:46 AM
To: rod@rtlewin.com
Cc: 'Doug Gerrard'; 'Louis Garfinkel'; Aimee Cannon; 'Shawn Bidsal'
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

I'm confused. Where in the Operating Agreements does it say that Shawn, who is handling the day-to-day management of the companies, cannot switch banks?

Sincerely,

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



From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Wednesday, January 27, 2021 4:07 PM
To: James E. Shapiro <JShapiro@smithshapiro.com>
Cc: 'Doug Gerrard' <dgerrard@gerrard-cox.com>; 'Louis Garfinkel' <LGarfinkel@lgealaw.com>;
 Aimee Cannon <acannon@smithshapiro.com>; 'Shawn Bidsal' <wcico@yahoo.com>;
ben@claproperties.com
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

The problem is that under the operating agreement he is not allowed to.
 Has he/is he putting Ben's name on the account as it was at the CIT?

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

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From: James E. Shapiro [<mailto:JShapiro@smithshapiro.com>]
Sent: Wednesday, January 27, 2021 3:48 PM
To: rod@rtlewin.com
Cc: Doug Gerrard; 'Louis Garfinkel'; Aimee Cannon; Shawn Bidsal (wcico@yahoo.com)
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Rod,

As you (or at least Ben) knows, Shawn was previously banking at CIT Bank. However, Bank of America has a bank branch closer and more convenient to Shawn, so he moved the accounts from CIT Bank over to Bank of America. Attached are the December bank statements for each of the accounts showing that the money was deposited with Bank of America and remains in the new accounts.

Please let me know if you have any other questions.

Sincerely,

James E. Shapiro, Esq.

jshapiro@SmithShapiro.com



From: Rodney T. Lewin <rod@rtlewin.com>

Sent: Wednesday, January 27, 2021 1:39 PM

To: James E. Shapiro <JShapiro@smithshapiro.com>

Cc: Doug Gerrard <dgerrard@gerrard-cox.com>; 'Louis Garfinkel' <LGarfinkel@lgealaw.com>; ben@claproperties.com

Subject: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Importance: High

Jim, we learned that all funds of Green Valley and Country Club were transferred from CIT bank and taken to another bank or what. Some of those accounts were closed. Mr. Golshani was not informed of this and has no idea what happened to the money.

Please immediately provide all details regarding the withdrawals, including if transferred to another bank which bank, the reasons why, and assuming that the funds were moved to another bank, whether Mr. Bidsal will add Mr. Golshani to the account(s). Obviously we need to know the facts immediately.

We would need to receive all documents relating to the withdrawals/transfers/deposits/location of the funds.

Thank you.

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

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immediately by electronic mail (rod@rtlewin.com) and destroy the original message without making a copy. Thank you.

Exhibit “4”

Exhibit “4”

Aimee Cannon

Subject: FW: closing account without authorization
Attachments: cit gvc july-dec 2020.pdf; cit gvc gw july-dec 2020.pdf; green valley fund transfer.pdf; green vallley gw fund transfer.pdf

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

From: shawn bidsal <wcico@yahoo.com>
To: ben@claproperties.com <ben@claproperties.com>; shawn bidsal <wcico@yahoo.com>
Sent: Friday, February 5, 2021, 05:57:53 PM PST
Subject: Re: closing account without authorization

Ben

Per the operating agreement, I am authorized to open, maintain and close bank accounts (see article IV, Management, section 2(c)). As I explained in my previous email, CIT branch that we were banking is located in Las Vegas Nevada and does not have a nearby branch to our Van Nuys CA office. Also since the beginning of the pandemic, CIT has reduced its operational hours from 10 am to 2 pm, Monday thru Friday. Bank of America at woodman branch in van Nuys is open from 9 am to 5 pm plus Saturdays from 10 am to 4 pm. There are many times that we need to go to a physical bank location to deposit/withdraw, get cashier checks or do other banking transactions(for our other LLC's) that a remote bank in Las Vegas with limited hours (only 4 hours a day) will not work for us. In addition, bank of America has the highest number of branches nationwide and our tenants can pay their rent by going to different branches of B of A in different cities and make direct deposit into our account. we have transferred all of our operational accounts (multiple LLC's) from CIT to Bank of America.

Since you are requesting to have your name added to the accounts, as a follow up to this email, I will circulate an email with the Bank of America branch account Manager (and request and appointment from her) so that we both go to the branch and add your name to the accounts.

in the meantime, as per your request, attached are the copies of all the bank statements for the last 6 months of CIT for Green valley commerce and green valley commerce (green way), they are from July 2020 till end of December 2020. I will send the country club bank statements and the copies of check transfers in a separate email,

you have already received the opening account Bank of America statements from my previous email.

I have also included in this email, the checks that I wrote to transfer the funds from from CIT bank to Bank Of America, as you can see the December bank statements from CIT bank matches and ties in with the opening statement from Bank of America and there is no fund misplaced or missing.

GVC CIT BANK: two check transfers , chk #10902 \$100,000.00 and chk #10903 \$101,909.51

GVC GW CIT BANK: two check transfers, chk #1519 \$50,000 and chk # 1520 \$9,835.96

please feel free to call my cell or email me with any additional questions or concerns,

regards,

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

On Thursday, February 4, 2021, 09:52:35 AM PST, <ben@claproperties.com> wrote:

Shawn,

I know that, however you have a responsibility to the companies and me to explain your action. You have been saying that you are trying to continue managing the property because your management skills are of high standards and the company will benefit from that. I like to hear from you as to how the companies Green Valley center LLC and Country Club LLC will benefit from opening a new account and closing the existing one. You were not authorized to close the account and open a new account and transfer monies. I like to see all the documents that you submitted to Bank of America for opening the account and correspondences. Also I like to have all your correspondence for the last 6 months with CIT bank and copies of the documents that you signed.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Monday, February 1, 2021 11:49 AM
To: ben@claproperties.com
Subject: Re: closing account without authorization

Dear Ben

My attorney responded to your attorney's question about bank accounts last week, here is the response that was provided including the bank account information,

Rod,

Shawn is committed to complying with the terms of the Operating Agreements and will fully comply with all obligations thereunder.

With that said, nowhere in the Operating Agreements does it prohibit Shawn from changing banks. In your email you state that Shawn “cannot write checks over 20K so that means that he cannot move funds without consent.” That statement is flat out wrong, and at best, a gross manipulation of what the Operating Agreement actually says. The one and only place where the number 20,000 is contained anywhere in the Operating Agreement is in Section 2(a) of Article IV, which by its own terms, only applies to “leasing, development and contracting of services for improvement of the properties.” Nowhere in the Operating Agreement is there any prohibition against writing checks in excess of \$20,000 in any other context, and certainly there is nothing in the Operating Agreement that prohibits Shawn from moving the company’s bank accounts to a closer, more convenient bank, particularly when all of the funds were immediately deposited into the new bank accounts and remain available for the company and its business.

As far as adding Ben to the accounts, again this request goes beyond what is required by the Operating Agreement. While Ben is entitled to inspect company records (which has always been available to him), he has no right to be added to the bank accounts. We have already provided you with the most recent bank statements, and as Shawn has always done, he will continue to keep Ben informed of the financial condition of the company and provide Ben with whatever documents and information he requests relating to the company. However, Shawn is not going to add Ben to the accounts.

Sincerely,

James E. Shapiro, Esq.

Shawn Bidsal

West Coast Investments Inc

14039 Sherman Way, Suite 201

Van Nuys CA 91405

818-901-8800 p

818-901-8877 f

On Monday, February 1, 2021, 09:21:15 AM PST, ben@claproperties.com <ben@claproperties.com> wrote:

Dear Shawn:

I understand that you have closed the accounts of Green Valley Commerce and Country Club at the CIT where we were banking for almost 10 years and opened new accounts at Bank of America.

I like to know how it is better for both companies to go to a new bank. What do we gain from that? Furthermore, for such a big move, you needed to get my consent. We never discussed to agreed that you could move the accounts.

Please provide me with all the information of the new account and the contact person at the bank.

Ben

Exhibit “5”

Exhibit “5”

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.

DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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

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

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

State of Formation shall mean the State of Nevada.

Article II.

OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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

- (a) A current list of the full name and last known business address of each Member and Managers separately identifying the Members in alphabetical order;
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Limited Liability Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Limited Liability Company for the three (3) most recent years;
- (e) Unless contained in the Articles of Organization, a writing setting out:
 - (i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
 - (ii) The items as which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;
 - (iii) Any right of a Member to receive, or of a Manager to make, distributions to a Member which include a return of all or any part of the Member's contribution; and
 - (iv) Any events upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.
- (f) The Limited Liability Company shall also keep from time to time such other or additional records, statements, lists, and information as may be required by law.
- (g) If any of the above said records under Section 3 are not kept within the State of Formation, they shall be at all times in such condition as to permit them to be delivered to any authorized person within three (3) days.

Section 04 Inspection of Records.

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

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

Article III.

MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

DC
PB

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

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

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

- (A) Alter the Preferred Allocations provided for in *Exhibit "B"*;
- (B) Agree to continue the business of the Company after a Dissolution Event;
- (C) Approve any loan to any Manager or any guarantee of a Manager's obligations; and
- (D) Authorize or approve a fundamental change in the business of the Company.
- (E) Approve a sale of substantially all of the assets of the Company.
- (F) Approve a change in the number of Managers or replace a Manager or engage a new Manager.

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

Section 14. Deadlock.

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

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

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

Article IV. **MANAGEMENT**

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

BC
JB

- (a) To deal in leasing, development and contracting of services for improvement of the properties owned subject to both Managers executing written authorization of each expense or payment exceeding \$ 20,000;
- (b) To prosecute, defend and settle lawsuits and claims and to handle matters with governmental agencies;
- (c) To open, maintain and close bank accounts and banking services for the Limited Liability Company.
- (d) To incur and pay all legal, accounting, independent financial consulting, litigation and other fees and expenses as the Management may deem necessary or appropriate for carrying on and performing the powers and authorities herein conferred.
- (e) To execute and deliver any contracts, agreements, instruments or documents necessary, advisable or appropriate to evidence any of the transactions specified above or contemplated hereby and on behalf of the Limited Liability Company to exercise Limited Liability Company rights and perform Limited Liability Company obligations under any such agreements, contracts, instruments or documents;
- (f) To exercise for and on behalf of the Limited Liability Company all the General Powers granted by law to the Limited Liability Company;
- (g) To take such other action as the Management deems necessary and appropriate to carry out the purposes of the Limited Liability Company or this Agreement; and
- (h) Manager shall not pledge, mortgage, sell or transfer any assets of the Limited Liability Company without the affirmative vote of at least ninety percent in Interest of the Members.

Section 03 Removal.

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

Article V. MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

Offering Member means the member who offers to purchase the Membership Interest(s) of the Remaining Member(s). "Remaining Members" means the Members who received an offer (from Offering Member) to sell their shares.

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

"Seller" means the Member that accepts the offer to sell his or its Membership Interest.

"FMV" means "fair market value" obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

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

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

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

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

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

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

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

$(FMV - COP) \times 0.5 +$ capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.

ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

- (a) makes proof by affidavit, in form and substance satisfactory to the Management, that a previously issued Certificate has been lost, destroyed or stolen;
- (b) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) Satisfies any other reasonable requirements imposed by the Management.

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

Article VII. AMENDMENTS

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

Article VIII.

COVENANTS WITH RESPECT TO, INDEBTEDNESS, OPERATIONS, AND FUNDAMENTAL CHANGES

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

Section 01 Title to Company Property.

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

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

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

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Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

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d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

I. Tax Provisions.

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

ARTICLE XI INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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ARTICLE XII

INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

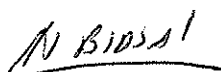
Section 1. This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

- (A) The Members have been advised by the Law Firm that a conflict of interest would exist among the Members and the Company as the Law Firm is representing the Company and not any individual members, and
- (B) The Members have been advised by the Law Firm to seek the advice of independent counsel; and
- (C) The Members have been represented by independent counsel or have had the opportunity to seek such representation; and
- (D) The Law Firm has not given any advice or made any representations to the Members with respect to any consequences of this Agreement; and
- (E) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and
- (F) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax and other consequences of this Agreement.

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

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Member:

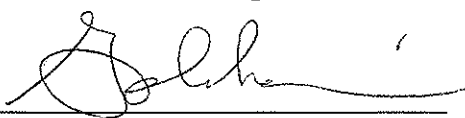

Shawn Bidsal, Member

CLA Properties, LLC

by 
Benjamin Golshani, Manager

Manager/Management:


Shawn Bidsal, Manager


Benjamin Golshani, Manager

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TAX PROVISIONS**EXHIBIT A****1.1 Capital Accounts.**

- 4.1.1 A single Capital Account shall be maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations there under (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:
- 4.1.1.1 increased by (i) the amount of money contributed by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that under Section 752 of the Code the Company is considered to assume or take subject to), and (iii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and
- 4.1.1.2 decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) the fair market value of property distributed to the Member by the Company (net of liabilities secured by such distributed property that under Section 752 of the Code such Member is considered to assume or take subject to), (iii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iv) allocations to the Member of Company loss and deduction (or item thereof).
- 4.1.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization and gain or loss, as computed for book purposes with respect to such property.
- 4.1.3 When Company property is distributed in kind (whether in connection with liquidation and dissolution or otherwise), the Capital Accounts of the Members shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been

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

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

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ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

- 5.1.2 Allocations With Respect to Property Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.
- 5.1.3 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 2.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.4 Qualified Income Offset. Subject to the provisions of subsection 2.1.3, but otherwise notwithstanding anything to the contrary in this Section 2.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.
- 5.1.5 Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale

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

- 5.1.6 Loans If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and subsections 2.1.2 – 2.1.4, inclusive, of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.
- 5.1.7 Tax Credits Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under subsection 2.1.1 hereof, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.
- 5.1.8 Change of Pro Rata Interests. Except as provided in subsections 2.1.6 and 2.1.7 hereof or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in section 2.1.1 during each such portion of the taxable year in question.
- 5.1.9 Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to subsections 2.1.3 or 2.1.4 hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 9.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 2.1 if such special allocations of income or gain under subsection 2.1.3 or 2.1.4 hereof had not occurred.
- 5.1.10 Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the

Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

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

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

5.3 Tax Status and Returns.

- 5.3.1 Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.
- 5.3.2 The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. Within one-hundred twenty (120) days after the end of each calendar year, the Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing.
- 5.3.3 Unless otherwise provided by the Code or the Income Tax Regulations there under, the current Manager(s), or if no Manager(s) shall have been elected, the Member holding the largest Percentage Interest, or if the Percentage Interests be equal, any Member shall be deemed to be the "Tax Matters

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

BC
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EXHIBIT B

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

PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

BC
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Exhibit “6”

Exhibit “6”



PO Box 64084
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Primary Account Number Ending In
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0666
Dec 31, 2020
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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****0666 - BUSINESS CHECKING

Beginning Balance	\$187,631.99	Average Daily Balance	\$126,438.38
Total Deposits	\$16,242.52	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$203,879.51	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	-\$5.00		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
12/01	DEPOSIT	\$2,187.92
12/02	IMAGE DEPOSIT	\$10,181.78
12/02	IMAGE DEPOSIT	\$2,121.85
12/15	INCOMING WIRE 44342326	\$1,750.97

WITHDRAWALS/DEBITS

Date	Description	Amount
12/15	WIRES IN	\$5.00
12/31	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
12/07	10900	\$980.00	12/17	10902	\$100,000.00
12/22	10901	\$980.00	12/24	10903	\$101,909.51

Member FDIC

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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591

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*****0666 - BUSINESS CHECKING

Beginning Balance	\$184,104.57	Average Daily Balance	\$184,932.70
Total Deposits	\$15,737.38	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$12,209.96	Days in Statement Period	30
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$187,631.99		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
11/02	DEPOSIT	\$2,187.92
11/03	IMAGE DEPOSIT	\$1,413.64
11/03	IMAGE DEPOSIT	\$761.00
11/06	IMAGE DEPOSIT	\$4,899.40
11/16	INCOMING WIRE 43681574	\$1,670.90
11/25	IMAGE DEPOSIT	\$3,390.88
11/25	IMAGE DEPOSIT	\$1,413.64

WITHDRAWALS/DEBITS

Date	Description	Amount
11/02	CITY OF HENDERSO BILL PAY	\$589.94
	FIRST PRIORITY FUNDING	
	TRAN#36	
11/13	NV ENERGY SOUTH BILL PAY	\$226.26
	FIRST PRIORITY FUNDING	
	TRAN#39	
11/13	NV ENERGY SOUTH BILL PAY	\$279.10

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CLIP AND RETURN TO BANK

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WITHDRAWALS/DEBITS

Date	Description	Amount
	FIRST PRIORITY FUNDING TRAN#40	
11/16	WIRES IN	\$5.00
11/18	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#42	\$243.51
11/18	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#41	\$736.39
 11/23	NV ENERGY SOUTH NPC PYMT GREEN VALLEY COMMERCE 0295#####	\$66.15
11/27	CITY OF HENDERSO BILL PAY FIRST PRIORITY FUNDING TRAN#46	\$418.07
11/27	CITY OF HENDERSO BILL PAY FIRST PRIORITY FUNDING TRAN#47	\$567.65
11/30	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
11/19	10893	\$525.00	11/06	10897	\$65.00
11/06	10894	\$620.00	11/23	10898	\$980.00
11/05	10895	\$980.00	11/30	10899	\$620.00
11/03	10896	\$5,282.89			

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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****0666 - BUSINESS CHECKING

Beginning Balance	\$167,295.69	Average Daily Balance	\$170,418.05
Total Deposits	\$27,797.34	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$10,988.46	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$184,104.57		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
<i>*NOTE: Waived Service Charges*</i>	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
10/06	IMAGE DEPOSIT	\$4,899.40
10/06	IMAGE DEPOSIT	\$2,121.85
10/14	IMAGE DEPOSIT	\$3,390.88
10/23	INCOMING WIRE 43184001	\$1,690.70
10/27	IMAGE DEPOSIT	\$10,181.78
10/29	IMAGE DEPOSIT	\$3,390.88
10/29	IMAGE DEPOSIT	\$2,121.85

WITHDRAWALS/DEBITS

Date	Description	Amount
10/01	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1602#####	\$223.00
10/05	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#11	\$243.51
10/05	CITY OF HENDERSO BILL PAY	\$329.88

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Equal Housing Lender

Primary Account Number Ending In
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Page 3 of 3**WITHDRAWALS/DEBITS**

Date	Description	Amount
	FIRST PRIORITY FUNDING TRAN#17	
10/05	CITY OF HENDERSO BILL PAY FIRST PRIORITY FUNDING TRAN#16	\$712.15
10/05	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#10	\$736.39
10/13	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#26	\$248.38
10/13	ALLIED WASTE NE BILL PAY FIRST PRIORITY FUNDING TRAN#27	\$751.12
10/22	NV ENERGY SOUTH NPC PYMT GREEN VALLEY COMMERCE 0295#####	\$30.29
10/22	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1502#####	\$59.94
10/22	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1202#####	\$280.16
10/23	WIRES IN	\$5.00
10/30	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
10/08	10885	\$883.64	10/22	10890	\$980.00
10/14	10888 *	\$1,500.00	10/19	10891	\$2,000.00
10/14	10889	\$2,000.00			

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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****0666 - BUSINESS CHECKING

Beginning Balance	\$151,751.51	Average Daily Balance	\$157,685.42
Total Deposits	\$22,495.29	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$6,951.11	Days in Statement Period	30
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$167,295.69		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
<i>*NOTE: Waived Service Charges*</i>	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
09/02	IMAGE DEPOSIT	\$2,121.85
09/04	IMAGE DEPOSIT	\$4,899.40
09/11	INCOMING WIRE 42295450	\$1,690.70
09/29	IMAGE DEPOSIT	\$10,181.78
09/29	DEPOSIT	\$2,187.92
09/29	IMAGE DEPOSIT	\$1,413.64

WITHDRAWALS/DEBITS

Date	Description	Amount
09/11	WIRES IN	\$5.00
09/24	NV ENERGY SOUTH NPC PYMT	\$28.61
	GREEN VALLEY COMMERCE	
	0295#####	
09/30	SERVICE CHARGE	\$5.00

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CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
09/10	10826	\$1,000.00	09/29	10881	\$300.00
09/08	10876 *	\$32.50	09/25	10882	\$1,000.00
09/21	10877	\$980.00	09/29	10883	\$980.00
09/30	10880 *	\$620.00	09/30	10884	\$2,000.00

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Primary Account Number Ending In
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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****0666 - BUSINESS CHECKING

Beginning Balance	\$186,793.52	Average Daily Balance	\$167,651.21
Total Deposits	\$30,799.05	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$65,841.06	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$151,751.51		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
08/03	IMAGE DEPOSIT	\$3,390.88
08/03	IMAGE DEPOSIT	\$2,121.85
08/05	IMAGE DEPOSIT	\$4,899.40
08/06	INCOMING WIRE 41556960	\$1,690.70
08/24	IMAGE DEPOSIT	\$1,413.64
08/27	IMAGE DEPOSIT	\$1,522.00
08/31	IMAGE DEPOSIT	\$10,181.78
08/31	IMAGE DEPOSIT	\$3,390.88
08/31	DEPOSIT	\$2,187.92

WITHDRAWALS/DEBITS

Date	Description	Amount
08/04	CITY OF HENDERSO ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$360.64
08/04	CITY OF HENDERSO ONLINE PMT FIRST PRIORITY FUNDING	\$1,245.19

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WITHDRAWALS/DEBITS

Date	Description	Amount
08/06	CKFXXXXX2188POS	
08/14	WIRES IN	\$5.00
08/14	REPUBLIC SERVICE ONLINE PMT	\$243.51
	FIRST PRIORITY FUNDING	
08/14	CKFXXXXX2188POS	
	REPUBLIC SERVICE ONLINE PMT	\$736.39
	FIRST PRIORITY FUNDING	
08/25	CKFXXXXX2188POS	
	NV ENERGY SOUTH NPC PYMT	\$28.61
	GREEN VALLEY COMMERCE	
08/27	0295#####	
	CITY OF HENDERSO ONLINE PMT	\$518.90
	FIRST PRIORITY FUNDING	
08/31	CKFXXXXX2188POS	
	AMERICAN PROPERT WEB PMTS	\$17,285.00
	GREEN VALLEY COMMERCE,	
	KRX6J1	
08/31	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
08/03	10863	\$980.00	08/13	10869	\$5,669.38
08/10	10864	\$402.00	08/13	10870	\$3,732.57
08/10	10865	\$97.50	08/13	10871	\$16,270.58
08/13	10866	\$5,712.79	08/17	10872	\$980.00
08/13	10867	\$5,373.95	08/18	10873	\$620.00
08/13	10868	\$4,594.05	08/31	10874	\$980.00

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GREEN VALLEY COMMERCE, LLC
14039 SHERMAN WAY STE 201
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Your statements have been updated with the CIT brand, which also appears on all your banking materials and online. Rest assured, no changes have been made to your account. Learn more about CIT at cit.com.

*****0666 - BUSINESS CHECKING

Beginning Balance	\$171,239.22	Average Daily Balance	\$175,055.68
Total Deposits	\$25,624.09	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$10,069.79	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$186,793.52		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
07/06	IMAGE DEPOSIT	\$4,899.40
07/07	IMAGE DEPOSIT	\$3,390.88
07/10	INCOMING WIRE 41001790	\$3,550.47
07/20	IMAGE DEPOSIT	\$1,413.64
07/28	IMAGE DEPOSIT	\$10,181.78
07/31	DEPOSIT	\$2,187.92

WITHDRAWALS/DEBITS

Date	Description	Amount
07/02	CITY OF HENDERSO ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$261.15
07/02	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1201#####	\$931.75
07/10	WIRES IN	\$5.00
07/14	REPUBLIC SERVICE ONLINE PMT	\$243.51

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WITHDRAWALS/DEBITS

Date	Description	Amount
	FIRST PRIORITY FUNDING	
	CKFXXXXX2188POS	
07/14	REPUBLIC SERVICE ONLINE PMT	\$736.39
	FIRST PRIORITY FUNDING	
	CKFXXXXX2188POS	
07/14	CITY OF HENDERSO ONLINE PMT	\$962.64
	FIRST PRIORITY FUNDING	
	CKFXXXXX2188POS	
07/24	NV ENERGY SOUTH NPC PYMT	\$28.61
	GREEN VALLEY COMMERCE	
	0295#####	
07/31	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
07/02	10854	\$980.00	07/09	10859	\$620.00
07/01	10855	\$883.64	07/13	10860	\$1,837.50
07/06	10856	\$464.60	07/20	10861	\$980.00
07/27	10857	\$330.00	07/20	10862	\$620.00
07/27	10858	\$180.00			

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Primary Account Number Ending In
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GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****1907 - BUSINESS CHECKING

Beginning Balance	\$58,684.93	Average Daily Balance	\$33,292.27
Total Deposits	\$2,164.45	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$60,854.38	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	-\$5.00		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
12/01	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 1297065	\$2,164.45

WITHDRAWALS/DEBITS

Date	Description	Amount
12/02	APS ELECTRIC PMT PAYMENT GREEN VALLEY COMMERCE 0837#####	\$250.88
12/04	WASTE MANAGEMENT BILL PAY FIRST PRIORITY FUNDING TRAN#48	\$487.97
12/31	SERVICE CHARGE	\$5.00

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Primary Account Number Ending in
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Dec 31, 2020
Page 3 of 3**CHECKS (IN NUMERIC ORDER)**

Date	Check #	Amount	Date	Check #	Amount
12/16	1518	\$274.57	12/24	1520	\$9,835.96
12/17	1519	\$50,000.00			



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Equal Housing Lender



PO Box 64084
Phoenix, AZ 85082
866.351.5646 (toll free)

Primary Account Number Ending In
Statement Date

1907
Nov 30, 2020
Page 1 of 3



>000474 5476254 0001 8429 10Z

GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****1907 - BUSINESS CHECKING

Beginning Balance	\$51,525.98	Average Daily Balance	\$56,530.33
Total Deposits	\$9,402.32	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$2,243.37	Days in Statement Period	30
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$58,684.93		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
11/02	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 1206753	\$2,164.45
11/06	IMAGE DEPOSIT	\$2,045.87
11/13	IMAGE DEPOSIT	\$2,009.44
11/16	DEPOSIT	\$3,182.56

WITHDRAWALS/DEBITS

Date	Description	Amount
11/03	APS ELECTRIC PMT PAYMENT GREEN VALLEY COMMERCE 0837#####	\$251.79
11/12	WASTE MANAGEMENT BILL PAY FIRST PRIORITY FUNDING TRAN#37	\$674.75
11/27	CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING	\$271.36

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WITHDRAWALS/DEBITS

Date	Description	Amount
11/27	TRAN#44 CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING	\$292.10
11/30	TRAN#45 SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
11/06	1515	\$32.50	11/19	1517	\$450.00
11/10	1516	\$265.87			

[illegible]



PO Box 64084
Phoenix, AZ 85082
866.351.5646 (toll free)

Primary Account Number Ending In
Statement Date

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>000385 5265886 0001 8429 10Z

GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****1907 - BUSINESS CHECKING

Beginning Balance	\$46,010.04	Average Daily Balance	\$49,610.00
Total Deposits	\$9,402.32	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$3,886.38	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$51,525.98		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
<i>*NOTE: Waived Service Charges*</i>	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
10/01	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 1151724	\$2,164.45
10/06	IMAGE DEPOSIT	\$2,045.87
10/09	IMAGE DEPOSIT	\$2,009.44
10/19	DEPOSIT	\$3,182.56

WITHDRAWALS/DEBITS

Date	Description	Amount
10/05	CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING TRAN#13	\$147.21
10/05	CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING TRAN#7	\$194.92
10/05	APS ELECTRIC PMT PAYMENT GREEN VALLEY COMMERCE	\$246.18

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Primary Account Number Ending In 1907
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WITHDRAWALS/DEBITS

Date	Description	Amount
	0837#####	
10/05	WASTE MANAGEMT BILL PAY FIRST PRIORITY FUNDING TRAN#9	\$1,130.95
10/06	WASTE MANAGEMT BILL PAY FIRST PRIORITY FUNDING TRAN#23	\$968.23
10/20	CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING TRAN#29	\$235.15
10/20	CITY OF PHOENIX BILL PAY FIRST PRIORITY FUNDING TRAN#28	\$242.87
10/30	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
10/14	1513	\$265.87	10/27	1514	\$450.00

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Equal Housing Lender



PO Box 64084
Phoenix, AZ 85082
866.800.4656 (toll free)

Primary Account Number Ending In
Statement Date

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0000414 5061677 0001 8429 10Z
GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****1907 - BUSINESS CHECKING

Beginning Balance	\$60,407.85	Average Daily Balance	\$58,079.43
Total Deposits	\$9,307.64	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$23,705.45	Days in Statement Period	30
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$46,010.04		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
09/01	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 1114509	\$2,164.45
09/04	IMAGE DEPOSIT	\$1,993.57
09/14	IMAGE DEPOSIT	\$1,967.06
09/15	DEPOSIT	\$3,182.56

WITHDRAWALS/DEBITS

Date	Description	Amount
09/03	APS ELECTRIC PMT PAYMENT GREEN VALLEY COMMERCE 0837#####	\$234.82
09/30	SERVICE CHARGE	\$5.00

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Equal Housing Lender

Primary Account Number Ending in 1907
Statement Date Sep 30, 2020
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CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
09/09	1506	\$815.61	09/09	1509	\$264.39
09/08	1507	\$550.00	09/21	1511 *	\$21,719.62
09/08	1508	\$41.01	09/30	1512	\$75.00

* Skip in check sequence



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75 North Fair Oaks Avenue
Pasadena, CA 91103
866.351.5646 (toll free)

Primary Account Number Ending In
Statement Date

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BA1W-P200901151223000627

GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



*****1907 - BUSINESS CHECKING

Beginning Balance	\$52,696.32	Average Daily Balance	\$58,338.45
Total Deposits	\$9,858.16	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$2,146.63	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$60,407.85		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
08/03	IMAGE DEPOSIT	\$2,300.77
08/03	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 1059444	\$2,164.45
08/10	IMAGE DEPOSIT	\$3,182.56
08/21	IMAGE DEPOSIT	\$2,210.38

WITHDRAWALS/DEBITS

Date	Description	Amount
08/03	APS ELECTRIC PMT PAYMENT GREEN VALLEY COMMERCE 0837#####	\$196.55
08/11	WASTE MANAGEMENT ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$731.70
08/14	CITY OF PHOENIX ONLINE PMT FIRST PRIORITY FUNDING	\$147.21

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Primary Account Number Ending In 1907
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WITHDRAWALS/DEBITS

Date	Description	Amount
08/14	CKFXXXXX2188POS CITY OF PHOENIX ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$158.94
08/26	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1302#####	\$54.14
08/31	SERVICE CHARGE	\$5.00


CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
08/24	1501	\$450.00	08/19	1505 *	\$130.00
08/11	1502	\$273.09			

* Skip in check sequence

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75 North Fair Oaks Avenue
Pasadena, CA 91103
866.351.5646 (toll free)

Primary Account Number Ending In
Statement Date

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GREEN VALLEY COMMERCE, LLC
GREENWAY PHOENIX, AZ
14039 SHERMAN WAY STE 201
VAN NUYS CA 91405-2591



Your statements have been updated with the CIT brand, which also appears on all your banking materials and online. Rest assured, no changes have been made to your account. Learn more about CIT at cit.com.

*****1907 - BUSINESS CHECKING

Beginning Balance	\$42,484.66	Average Daily Balance	\$50,540.87
Total Deposits	\$11,519.72	Year-To-Date Interest Paid	\$0.00
Total Withdrawals	\$1,308.06	Days in Statement Period	31
Interest Paid	\$0.00	Annual Percentage Yield Earned	0.00%
Ending Balance	\$52,696.32		

SERVICE CHARGE SUMMARY

ACCOUNT STATEMENT MA	\$5.00
NOTE: Waived Service Charges	\$10.00

TRANSACTION DETAIL

DEPOSITS/CREDITS

Date	Description	Amount
07/01	H&R BLOCK MANAGE EDI PYMNTS GREEN VALLEY COMMERCE 0993482	\$2,164.45
07/07	IMAGE DEPOSIT	\$3,450.77
07/07	IMAGE DEPOSIT	\$669.81
07/08	IMAGE DEPOSIT	\$3,182.56
07/16	IMAGE DEPOSIT	\$2,009.44
07/22	WASTE MANAGEMENT PMT REFUND FIRST PRIORITY FUNDING CKFXXXXX2188	\$42.69

WITHDRAWALS/DEBITS

Date	Description	Amount
07/02	HOME DEPOT COMM ONLINE PMT WEST COAST INVESTMENTS 1401#####	\$36.23
07/02	APS ELECTRIC PMT PAYMENT	\$200.03

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Primary Account Number Ending In
Statement Date

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WITHDRAWALS/DEBITS

Date	Description	Amount
	GREEN VALLEY COMMERCE 0837#####	
07/14	WASTE MANAGEMENT ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$42.69
07/24	CITY OF PHOENIX ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$147.21
07/24	CITY OF PHOENIX ONLINE PMT FIRST PRIORITY FUNDING CKFXXXXX2188POS	\$153.81
07/31	SERVICE CHARGE	\$5.00

CHECKS (IN NUMERIC ORDER)

Date	Check #	Amount	Date	Check #	Amount
07/07	1499	\$273.09	07/24	1500	\$450.00

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020200000000000000



Exhibit “7”

Exhibit “7”

From: Ben Gol
Sent: 5/15/2018 1:06:01 PM
To: 'shawn bidsal'
Subject: Country Club and Green Valley

Shawn,

Please send me the monthly Trial Balance and Profit and loss for Country Club and Green Valley.

Also, I need to have online access to the bank accounts. Please share with me the username and passwords.

Ben

Exhibit “8”

Exhibit “8”

From: ben@claproperties.com
Sent: 2/24/2020 12:51:56 PM
To: 'shawn bidsal'
Subject: Green Valley Commerce information
Attachments: letter to Bidsal re review.turnover Final 2.doc

Dear Shawn,

I am a manager of Green Valley Commerce, LLC ("Green Valley") and the owner of member CLA Properties, LLC. You have been assuming the role of day to day manager, and indeed you testified that that was the reason you were given a much greater share of profits than your contribution to capital would have justified. But you have failed to provide me with information to which I am entitled in the above stated capacities.

Therefore, by this letter I demand you provide me with the following:

1. By March second, 2020 in writing confirm that along with my accountant, attorney or other representative all books and records of Green Valley will be made available for inspection and copying by me, my accountant, attorney or other representative inspection at the location that you are keeping the record on March 9th, 2020.
2. If notwithstanding substantial vacancy you have an explanation for discharging the leasing broker and not replacing him (other that you were attempting to harm Green Valley),
Please provide same to me in writing by February 27, 2020. The pretend listing by Westcoast Investment has never been acceptable to me. It not only has not produced any results, but has caused Green Valley to loose leasing opportunities while being a conflict of interest.
3. As you have acknowledged there have been substantial repairs needed on Green Valley's properties. If there is a reason for not having completed all such repairs by now, (other than that you wanted to harm Green Valley), provide it to me in writing by February 27th, 2020.

4. I again demand that you turn over the day to day management of Green Valley to me immediately.
5. I need the keys to both properties in Henderson and Phoenix to inspect the property, start the repairs, and arrange showings to prospective tenants.
6. You need to share with me the passcode of the online banking for all the bank accounts.
7. Since we have a dispute about management, unless you want to turn management over to me, an independent third party Property managers must be hired for both properties.
8. Please provide me with the list of all the vendors and their contact information.
9. Please provide with the leasing activity for the last 2 years. I need to know what efforts you have made to lease including all advertisements, communications with prospective tenants, communications with brokers or prospective tenants, logs of the showings and any lease proposals you have made as well as any LOIs that you have received.
10. I need all the agreements and communications between you and/or Green Valley Commerce on the one hand and Westcoast Investments on the other, including any and all the listing agreements.

Benjamin Golshani

Exhibit “9”

Exhibit “9”

From: ben@claproperties.com
Sent: 1/1/2019 10:19:15 PM
To: 'shawn bidsal'
Subject: RE: Financials and deferring maintenance

Shawn, thank you for the last year's FS. Please also send me the 3rd quarter financial for 2018.

Please send me the current rent roll and the information of the firms who are providing service for this property. I like to contact them pecially for the trees and landscaping.

On July of 2017, you sent me a list of the differed maintenance in Green Valley. I was wondering if they have taken care of those differed maintenance as you mentioned bellow. If not, I like to start repairing them. I am hiring an inspector to give us a professional report of the condition of the property. Regarding contacting the tenants, although the case may or may not be finished, we need to still inform the tenants that there is a buyout going and that the deferred maintenances are going to be repaired soon. Taking care of the maintenance has nothing to do with the case being finished

I visited the Greenway property and learned that many of the tenants have left. Some of the interior of the suits were torn and left on the floor. I like to know what the situation is in the Green Way. Please send me the rent roll.

Ben

From: shawn bidsal <wcico@yahoo.com>
Sent: Saturday, December 15, 2018 9:20 AM
To: ben@claproperties.com
Subject: Re: Financials and deferring maintenance

ben

there is no deferred maintenance on landscape or the plants , every year, during winter months, plants go dormant and come back to life in spring.

regarding contacting the tenants: the green valley case is not finished, so until that time, there is no reason to contact the tenants.

Exhibit “10”

Exhibit “10”


**Business Signature Card
with Substitute Form W-9**

BANK OF AMERICA, N.A. (THE "BANK")

Account Number: 3251 4154 2490Account Type: ☒ Checking ☐ Savings ☐ Certificate of DepositAccount Title: GREEN VALLEY COMMERCE LLC

Legal Designation	<input type="checkbox"/> Individual Owner/Sole Proprietor/Single Member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Trust/Estate
	<input type="checkbox"/> Partnership (Enter type of partnership): General, LP, LLP or LLLP _____			
	<input checked="" type="checkbox"/> Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) <u>M</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>			
	<input type="checkbox"/> Other (Defined in W-9 instructions) _____			
Exemptions (codes apply only to certain entities, not individuals, see IRS instructions for Form W-9) (Applies to accounts maintained outside the U.S.)		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Employer Identification Number <u>32-0345346</u>		(or) Social Security Number _____		

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

- The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
SHAHRAM N BIDSAL	member		2/19/2021
BENJAMIN GOLSHANI	member		2/19/2021

00-14-9297M 11-2018

NCA

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Associate Name: Sarfati, Regina

Financial Center: VAN NUYS MAIN

Bank Number: 318

Date: 02/19/2021



APPENDIX (PX)003938

BIDSAL004604

18A.App.4207

BANK OF AMERICA
BANK OF AMERICA, N.A. (THE "BANK")
Account Number: 3251 4969 7059

**Business Signature Card
with Substitute Form W-9**

Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit

Account Title: GREEN VALLEY COMMERCE LLC

"GREEN WAY ACCOUNT"

Legal Designation	<input type="checkbox"/> Individual Owner/Sole Proprietor/Single Member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Trust/Estate
	<input type="checkbox"/> Partnership (Enter type of partnership): General, LP, LLP or LLLP _____			
	<input checked="" type="checkbox"/> Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) <u>M</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>			
	<input type="checkbox"/> Other (Defined in W-9 instructions) _____			
Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9) (Applies to accounts maintained outside the U.S.)		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Employer Identification Number <u>32-0345346</u>		(or) Social Security Number _____		

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

- The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
SHAHRAM N BIDSAL	member	X <i>[Signature]</i>	2/19/2021
BENJAMIN GOLSHANI	member	X <i>[Signature]</i>	2/19/2021

00-14-9297M 11-2018

NCA

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Associate Name: Sarfati, Regina

Financial Center: VAN NUYS MAIN

Bank Number: 318

Date: 02/19/2021



APPENDIX (PX)003939

BIDSAL004605

EXHIBIT 237

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

JAMS

BIDSAL, SHAWN,)	Ref. No. 1260005736
)	
Claimant,)	
)	ORDER ON RESPONDENT'S MOTION
v.)	FOR VARIOUS ORDERS
)	
CLA PROPERTIES, LLC,)	
)	
Respondents.)	
)	

On February 5, 2021, Respondent filed a Motion for Orders 1) Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; 2) Provide CLA With Keys to All of Green Valley Properties; and 3) Prohibiting Distributions to the Members Until the Sale of the Membership Interest in Issue in This Arbitration is Consummated and the Membership Interest is Conveyed. Claimant filed an Opposition thereto on February 19, 2021.

The bulk of the Motion addresses Claimant's apparently unilateral act of closing bank accounts belonging to Green Valley Commerce, LLC (GVC), the entity at issue in this proceeding for which Claimant and Respondent representative Benjamin Golshani act as co-managers, and reopening accounts for GVC at another bank. Claimant acts as the day-to-day manager of GVC, by prior consent of both parties.

On January 27, 2021, counsel for Respondent sent an email to counsel for Claimant regarding information that Claimant had closed the GVC bank accounts at CIT Bank and removed

the funds from those accounts. Respondent demanded details on the transaction and asked to be added to any new accounts. Hours later, counsel for Claimant responded, indicating that Bidsal had opened new accounts at a different bank (Bank of America) for reasons of convenience, and providing Respondent with account statements for the new GVC accounts at Bank of America. On or about February 5, 2021, Bidsal arranged with Bank of America personnel to have Golshani added to the GVC accounts. On February 19, 2021, Claimant Bidsal and Golshani apparently met at Bank of America, where Golshani was added as a signatory to the two GVC accounts at Bank of America.

In the instant Motion, Respondent asks for eight (8) categories of relief (See Motion, pp. 5-6). Each is addressed separately herein:

1. An Order for production of all documents relating to the withdrawal and transfer of Green Valley's money to Bank of America or any other depository account from CIT

It appears that Claimant has already provided the information requested herein. Claimant provided Bank of America documents to attorney Lewin on January 27 and 28, 2021, regarding the opening of the new GV accounts at Bank of America, and has since provided documents from CIT Bank regarding the closing of those GV accounts (also attached as exhibits to Claimant's Opposition to the instant Motion). This request appears to now be deemed MOOT. Based on the information provided herein, no evidence establishes that Respondent has been denied any right to inspect the books and records of GV, as that right is codified in Article X(b) and II(4) of the Operating Agreement.

2. An Order directing that Golshani to be added as a signatory on all bank or other depository accounts of Green Valley where its funds are located, including Bank of America

From the documents provided with Claimant's Opposition to the instant Motion, it appears that this has already occurred on or about February 19, 2021, and as such this request is deemed MOOT.

3. An Order directing that Respondent be provided online access to Green Valley's Bank of America accounts as well as any other account where any funds of Green Valley are being held, including without limitation all necessary passcodes

Respondent has failed to establish how the Operating Agreement requires online access and/or the production of necessary passwords or passcodes as a predicate for relief. Again, based on the information provided herein, no evidence establishes that Respondent has been denied any right to inspect the books and records of GV, as that right is codified in Article X(b) and II(4) of the Operating Agreement.

4. An Order for production of duplicate keys to all of Green Valley's properties

As set forth above, the parties previously agreed to allow Claimant to act as the day-to-day manager of the GV properties. In July of 2020, Respondent moved in these proceedings to remove Bidsal as day-to-day manager of these properties. That motion was denied w/o prejudice, given the lack of prejudice to the entity to warrant his removal.

Here, Respondent seeks production of keys to GV properties as part of a claim of a right to access at any or all times. However, Respondent does not provide a basis for that "right" in the Operating Agreement or otherwise. There is no allegation that Respondent has been denied access, and Claimant has described the fact that Golshani has been provided (and has taken advantage of) access to the properties through contact with GV foremen onsite (for whom Golshani has been provided contact information). Nothing related to the change in bank accounts supports this unrelated request. To the extent that Respondent is seeking to renew any portion of the prior

Motion regarding day-to-day management, it remains the determination of the undersigned Arbitrator that this issue will be addressed at the upcoming Arbitration Hearing (as it forms the basis of one of Respondent's counterclaims).

5. An Order declaring a moratorium on the distribution of any Green Valley funds to Claimant or Respondent, without an Order of the Arbitrator or written consent of both Claimant and Respondent

During the Preliminary Arbitration Teleconference on April 30, 2020, counsel entered into an agreement that neither party would receive distributions from GV during the pendency of the related appeal before the Nevada Supreme Court.¹ No evidence has been presented to suggest that Claimant (or for that matter, Respondent) has violated that agreement. Claimant reaffirmed his commitment to that Agreement in a Declaration presented in briefing on the instant Motion. See, Exhibit 1 to Claimant's Opposition, ¶33. Within the instant Motion, Respondent appears to request that the agreement be extended to include the time period between the determination of the appeal and any conveyance of a membership interest that could occur as a result of an order from the Nevada Supreme Court. No authority or justification has been provided for this request, and the Arbitrator agrees with Claimant that this issue is not currently ripe for determination in this proceeding.

6. An Order directing that all funds derived from Green Valley business operations or otherwise, shall be deposited into Green Valley's accounts

Respondent's Motion is not clear as to what relief is being requested in this section. There is no evidence of any funds belonging to GV being misappropriated in the transfer from the CIT

¹ Although this agreement does not appear in the Report of Preliminary Arbitration Conference, the notes of the Arbitrator reflect that the parties made this agreement during the teleconference but agreed to reduce it to a written Stipulation. Although that has apparently not occurred, the agreement was communicated in the presence of the Arbitrator and would be enforced as a representation of officers of the court.

Bank accounts to the Bank of America accounts. The Operating Agreement has provisions regarding misappropriation of funds by a manager, which provisions are not being modified in these proceedings. To the extent that this section requests that the Operating Agreement be followed, it is not necessary to be addressed in this Motion.

7. An Order prohibiting Claimant and Respondent from encumbering or placing liens on any of Green Valley's properties or assets without an Order of the Arbitrator or written consent of both Claimant and Respondent

Again, the Operating Agreement has provisions clearly outlining the responsibilities and limitations on a member or manager in conducting the business of the entities. There is no evidence suggesting that any party has placed liens or encumbered (or attempted or intended to encumber) the properties or assets of GV in violation of the Operating Agreement or any applicable law. Again, to the extent that this section requests that the Operating Agreement be followed, it is not necessary to be addressed in this Motion.

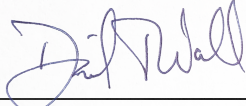
8. An Order directing that subject to the foregoing, Claimant shall continue to issue payments on behalf of Green Valley

Again, it is unclear the type of relief Respondent is seeking in this section of the Motion. There is no allegation presented by Respondent that Claimant has failed to "issue payments on behalf of Green Valley." Therefore, no grounds exist for the Arbitrator's intervention on this issue at this time.

Based on all of the foregoing, Respondent's Motion For Orders 1) Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts; 2) Provide CLA With Keys to All of Green Valley Properties; and 3) Prohibiting Distributions to the Members Until the Sale of the Membership Interest in Issue in This Arbitration is Consummated and the Membership Interest is

Conveyed is hereby DENIED WITHOUT PREJUDICE (or, as to requests for relief (1) and (2), DENIED AS MOOT). Given the particular circumstances giving rise to the filing of the Motion, Claimant's request for an award of fees and costs related to this Motion is DENIED.

Dated: February 22, 2021



Hon. David T. Wall (Ret.)
Arbitrator

EXHIBIT 238

RODNEY T. LEWIN
 NOREEN SPENCER LEWIN*
 CHANDLER OWEN BARTLETT
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WRITER'S EMAIL:
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March 5, 2021

Via Jams Portal

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

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

Re: CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes

Dear Judge Wall:

This Motion addresses the anticipated attempt by Claimant Shawn Bidsal to offer evidence regarding alleged tax consequences that would result from his having to restore the improper distributions that he took as a Managing Member of Green Valley Commerce, LLC, either by (i) refund to Green Valley or payment to CLA, or (ii) by offset to the purchase price to be paid by CLA for his membership interest.. It is anticipated that Bidsal will claim that since he has paid taxes on those sums that he improperly took that either CLA's relief should be barred or there should be some compensating factor allowed.

There are two categories of distributions:

1. Improper or excessive pre-July 7, 2017 distributions (the date of the offer to CLA to either buy or sell) upon which Bidsal made distributions contrary to the terms of the Operating Agreement;
2. Improper Distributions after July 7, 2017, after CLA exercised its option to buy advised Bidsal not to make any distributions until the sale was consummated.

For a number of reasons such evidence should be barred.

First, there is no operative claim made by Bidsal that would address the issue of compensating him in any fashion for any tax consequences arising from the distributions. It

cannot be disputed that it would be Bidsal's burden of proof to prove any tax consequences and he has offered no proof whatsoever that he paid any taxes on the distributions, and if so how much. To the extent that Bidsal would attempt to testify about his alleged payment of taxes based distributions made to him that would be inadmissible as violating the best evidence rule. Also see below regarding Bidsal's refusal to produce documents on this subject.

Second, by over distributing funds to himself, or making distributions when he was advised not to do so, Bidsal assumed the risk of having to repay those distributions. There is no legal reason why CLA should bear any cost associated therewith.

Third, the tax consequences from having to repay the excessive distributions or from offsetting CLA's purchase price for Bidsal's interest would necessarily be the subject of expert opinion. Bidsal has not designated any expert to testify regarding the tax consequences relating to the return or offset of the improper distributions. The failure to designate an expert would seem to indicate that the sole purpose in introducing any such testimony would be to seek sympathy in the event that he is required to return distributions because he may suffer some tax effect.

Forth, CLA sought production of Bidsal's tax returns in order to analyze for itself what the tax consequences were and to see whether Bidsal paid any tax whatsoever on such amounts. Bidsal refused to produce the returns. A copy of CLA's Request for Production and Bidsal's Responses is attached hereto as Exhibit "A".

Fifth, the relief sought by CLA by its very nature affords Bidsal tax relief. CLA has sought an order to offset what it is owed against the purchase price for Bidsal's membership interest; that relief if granted provides Bidsal tax relief since he will receive less funds to pay taxes on. Admittedly that does not work if the Supreme Court overturns the judgment against him, but in that event his membership interest would not have terminated and he would have been entitled to the distributions after July 7, 2017 the loss of which is that upon which he bases his claim for management fees, and thus the taxes he paid for that period would have been correct.

The issue of Bidsal's tax consequences cannot be a new subject for Bidsal. It must be inferred that his decision not to make a claim, or name an expert, was a conscious litigation strategy. If Bidsal is allowed to produce evidence on his claimed tax consequences CLA, who had no obligation to prepare for an issue that Bidsal has not raised, nor identified an expert to testify about, and having been denied access to Bidsal's tax returns, will be at a severe disadvantage.

For the foregoing reasons, CLA respectfully requests that Your Honor preclude all testimony from Bidsal or any of his witnesses regarding the asserted or alleged tax consequences for him having to return improper distributions.

Respectfully Submitted,
Very truly yours,

LAW OFFICES OF RODNEY T. LEWIN, APC

/s/ *Rodney T. Lewin*

RODNEY T. LEWIN

Attorneys for CLA Properties, LLC

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9, N.R.C.P. 5(b), and EDCR 7.26, I hereby certify that I am the principal of Law Offices of Rodney T. Lewin, and that on the 5th day of March, 2021, I served a true and correct copy of the foregoing CLA PROPERTIES, LLC's MOTION IN LIMINE RE TAXES by:

 X

Electronic Service via Jams Portal

Dated: March 5, 2021.

LAW OFFICES OF RODNEY T. LEWIN,
A Professional CorporationBy: /s/ Rodney T. Lewin, EsqRODNEY T. LEWIN,
Attorneys for CLA

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Attorneys for Claimant

JAMS

SHAWN BIDSAL, an individual

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

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

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

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

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

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

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

///

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

Dated this 22nd day of February, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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

CERTIFICATE OF SERVICE

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

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

/s/ Jennifer A. Bidwell

An employee of Smith & Shapiro, PLLC

EXHIBIT 239



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

March 11, 2021

Via JAMS e-filing / e-service system only

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

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

**CLAIMANT'S OPPOSITION TO CLA'S MOTION IN LIMINE
REGARDING BIDSAL'S EVIDENCE RE TAXES**

Dear Judge Wall:

In CLA Properties, LLC's ("CLA") Motion In Limine Regarding Bidsal's Evidence Re Taxes (the "Motion"), CLA's request to prevent Bidsal from testifying and presenting evidence on his personal tax consequences is premature and not yet ripe for adjudication. As has been the case with CLA in past motions (*See* CLA's Demand for an Order to Prohibit Distributions) it relies upon its own prediction of future events in order to arrive at its inappropriate requested relief. CLA's Motion lacks both the factual and legal support necessary to grant it's requested relief and as such, it must be denied.

STATEMENT OF FACTS

In a telling first sentence, the Motion states that it "...addresses the *anticipated attempt* by Claimant Shawn Bidsal to *offer evidence* regarding alleged tax consequences..." (*the "Anticipated Argument"*). *See* Motion at pg. 1. (emphasis added). Clearly, as no such evidence has been introduced and the attempt is merely anticipated, this issue is not yet ripe for adjudication. Given that the Motion makes a presumption that Bidsal will be found to have over-distributed GVC funds to himself, Bidsal must be clear and affirmatively emphasize that he has not received an over-distribution of funds from GVC at any point in the history of GVC.

CLA'S HUBRIS

Much like this Motion relies on an CLA's Anticipated Argument that Bidsal may or may not make at the Arbitration Hearing, it also relies upon the far from certain notion that CLA will be ultimately and completely victorious in the Arbitration Hearing set for March 17-19, 2021. In order for CLA's Anticipated Argument to have merit, your Honor will have had to find that Bidsal

over-distributed funds from GVC as a Managing Member of Green Valley Commerce, LLC (“**GVC**”), which he denies, and that CLA could claw back the alleged over-distributions. Clearly, nothing short of a crystal ball would be sufficient to determine if any of these assumed facts will actually come to fruition. Additionally, as has been a pattern in this Arbitration, CLA seeks to have its cake and eat it too. This is exemplified by its argument that Bidsal received over-distributions from GVC, which Bidsal denies, and that even if Bidsal is forced to disgorge the alleged over-distributed funds that Bidsal should also bear the tax burden of claiming those funds on his past income tax returns, so that CLA can reap an even greater reward. *See* Motion at page 2, para. 2. This is just one of many examples of the CLA’s venal nature.

NO OPERATIVE CLAIM IS NECESSARY – ONLY AN AFFIRMATIVE DEFENSE

The language used by CLA that Bidsal has failed to make an “operative claim” as to tax consequences that he may have suffered as a result of a presumed finding in CLA’s favor is simply a ploy to misdirect your Honor’s attention. Indeed, such an argument would be a defense against CLA’s Fourth Amended Counterclaim that Bidsal took improper distributions. *See* Respondent’s Fourth Amended Answer and Counter-claim to Bidsal’s First Amended Demand at para. 5. Bidsal indeed answered paragraph five of CLA’s Fourth Amended Counterclaim denying the same and asserting affirmative defenses that Bidsal is entitled to a reduction of damages under the doctrine of avoidable consequences and by Bidsal’s request that he be awarded “further relief as the Arbitrator deems appropriate in the premises.” Thus, Bidsal clearly preserved his right, to assert an argument regarding his personal tax consequences and damages incurred based upon CLA’s counterclaims and CLA’s failure to address any alleged over-distribution in a timely fashion. Evidence of CLA’s failure to address alleged over-distributions in a timely fashion is exhibited by the fact that the statute of limitations has expired for several of CLA’s claims, which will be addressed more fully below.

THE REQUISITE DOCUMENTARY EVIDENCE HAS BEEN PRODUCED

Ignoring the fact this entire Motion is not yet ripe and ignoring the fact that Bidsal did indeed preserve a defense that would allow for him to make the Anticipated Argument, and ignoring the fact that Bidsal’s tax burden is relevant for an entirely separate reason (as explained below), and assuming that your Honor ruled in favor of CLA, which we do not believe will occur, then and only then, do we get to the evidence that CLA seeks to exclude. CLA asserts that Bidsal “has offered no proof whatsoever that he paid any taxes on the distributions...” *See* Motion at pg. 2. However, that statement is disingenuous. When CLA inappropriately sought Bidsal’s tax returns and all supporting schedules, it was on a fishing expedition. *See* Motion at Ex. 1. As noted by Bidsal in his answer, he had already provided “all of [his] K-1s related to GVC, which are the

only US tax return documents filed by Bidsal that relate to GVC.” *Id.* (emphasis added). In that simple explanation, Bidsal confirmed that he submitted the GVC K-1s for inclusion as income received from distributions of GVC and directed CLA to the already produced K-1s. *Id.*

CLA’S DISINGENUOUS ARGUMENT THAT BY GRANTING THE RELIEF CLA SEEKS IN ITS COUNTERCLAIM BIDSAL’S DAMAGES WILL BE CANCELLED OUT.

CLA is seeking an order that monies owed by CLA to Bidsal, from the sale of Bidsal’s Membership Interest, will be offset by any amounts that Bidsal owes to CLA (the “Offset”). CLA now asserts that the Offset (that would result in a smaller buy-out purchase price to Bidsal) would result in Bidsal paying fewer income taxes on the buy-out purchase price and thus in less taxes.

It doesn’t take a CPA or an expert witness to see the faulty nature of this argument. First, as there has not been testimony of what Bidsal’s tax consequences may have been as a result of filing the GVC K-1s, his tax consequences are currently unexplored. Second, as Bidsal certainly hasn’t filed taxes on a buy-out purchase price received (and he doesn’t own a crystal ball) it is impossible to determine the tax consequences of the receipt of those funds. This is disregarding the fact that a PURCHASE PRICE HAS NOT YET BEEN DETERMINED, much less been reported on Bidsal’s tax returns. This ridiculous assertion is akin to trying to compare an apple that has already rotted away to an orange that has yet to be grown.

BIDSAL CAN TESTIFY ON HIS OWN BEHALF

CLA inaccurately assumes that Bidsal has no knowledge of what he paid in taxes as a result of his filing of K-1s related to GVC. While it is obvious that Bidsal did not identify an expert witness to testify on the dollar figure he paid in taxes as a result of claiming the GVC distributions as income, that certainly would not preclude Bidsal testifying on the subject if such testimony became necessary. It would be your Honor’s decision as to how much weight and credibility Bidsal’s testimony carried, however, there is no justifiable or supportable reason to preclude Bidsal from testifying regarding the damages he incurred based on CLA’s actions and/or inactions.

LEGAL STANDARDS

(1) Standard on a Motion in Limine

The purpose of a motion in limine is to obtain an advance ruling on whether the court will admit or exclude certain evidence. See Richmond v. State, 118 Nev. 924, 59 P.3d 1249 (2002). The usual purpose of motions in limine is to preclude the presentation of evidence deemed inadmissible and prejudicial by the moving party. Kelly v. New West Federal Savings, 56 Cal.Rptr.2d 803, 49 Cal.App.4th 659 (1996).

A district court's ruling on a motion in limine is reviewed for an abuse of discretion. Whisler v. State, 121 Nev. 401, 406, 116 P.3d 59, 62 (2005). The district court has wide discretion in determining admissible evidence. State ex rel. Dep't of Highways v. Nev. Aggregates & Asphalt Co., 92 Nev. 370, 376, 551 P.2d 1095, 1098 (1976).

(2) Standard on Statute of Limitations on Claims Made Under a Contract.

(A) Nevada Revised Statutes

NRS 11.190(1)(b) sets forth that the statute of limitations in an action based upon a contract is six (6) years. See NRS 11.190(1). As CLA filed its first Answer and Counterclaim on March 4, 2020, asserting for the first time the present action for recovery of allegedly improper distributions, their demand must be confined to those distributions made on or after March 4, 2014. The statute of limitations has lapsed for any distribution made prior to March 4, 2014.

Based upon CLA's Motion it appears that they are seeking to claw-back Bidsal's "pre-July 2017 distributions." However, that category, even if your Honor rules in CLA's favor (which Bidsal believes is unlikely), is overbroad. By failing to make the over-distribution argument in a timely fashion, CLA allowed the statute of limitations on all distributions made prior to March 4, 2014 to toll. Therefore, a more apt representation of the funds CLA is inappropriately trying to claw-back would be over-distributions to Bidsal during the period of March 4, 2014 through July 6, 2017; however, even if CLA properly described what it was seeking, there still have been no over-distributions to Bidsal during this time period.

(3) **Respondent's Disclosure Obligations for Percipient Witnesses.**

(A) ***Nevada Rules of Civil Procedure***

Under NRCP 16.1(a), a party is obligated to timely identify and provide to the other side all witnesses and documents upon which it intends on relying. *See* NRCP 16.1(a). The timely disclosure is important to allow the other side to properly prepare their case, including taking depositions of potential witnesses and/or asking witnesses questions about the documents being produced. *See Land Baron Invs., Inc. v. Bonnie Springs Family Ltd. P'ship*, 356 P.3d 511, 522 n.14, 131 Nev. Adv. Op. 69 (Nev., 2015) ("Trial by ambush traditionally occurs where a party withholds discoverable information and then later presents this information at trial, effectively ambushing the opposing party through gaining an advantage by the surprise attack."); *Sanders v. Sears-Page*, 354 P.3d 201, 131 Nev. Adv. Op. 50 (Nev. App., 2015) (" This rule [NRCP 16.1] serves to place all parties on an even playing field and to prevent trial by ambush or unfair surprise."); *See also Pierce Lathing Co. v. ISEC, Inc.*, 956 P.2d 93, 96 n.5, 114 Nev. 291 (Nev., 1998).

The purpose of this rule is to prevent trial by ambush. *See e.g., Land Baron Invs., Inc.*, 356 P.3d at 522 n.14. Trial by ambush traditionally occurs where a party withholds discoverable information and then later presents this information at trial, effectively ambushing the opposing party through gaining an advantage by the surprise attack. *See Land Baron Invs., Inc.*, 356 P.3d at 522 n.14. The Nevada Supreme Court has made it clear that "trial by ambush will not be tolerated and such tactics may warrant sanctions." *Pierce Lathing Co.*, 956 P.2d at 96 n.5; *Sanders v. Sears-Page*, 354 P.3d 201. In *Sanders*, the Nevada Appellate Court found that district court erred by allowing the use of evidence at trial that was not identified until trial. *See Sanders*, 354 P.3d at 212.

In this instance, Bidsal has been identified as a percipient witness from Bidsal's initial disclosure of documents and witnesses. CLA cannot possibly claim that it did not have sufficient notice that Bidsal was prepared to testify regarding all matters related to the subject Arbitration, to include damages suffered by CLA's actions and/or inactions.

CLA IGNORES THE SECOND REASON WHY BIDSAL'S TAX LIABILITY IS CLEARLY RELEVANT

While CLA jumped the gun in arguing that Bidal's taxes are irrelevant in relation to the distributions made, CLA ignores the bigger reason why Bidsal's taxes are clearly relevant. As the evidence will show, Bidsal has been paying taxes as a member of GVC since GVC was formed in

The Honorable David Wall (Ret.)
March 11, 2021
Page 6 of 6



2011, including for the years 2017, 2018, 2019, and 2020. In this Arbitration, CLA is arguing that the Arbitrator should compel Bidsal to transfer his membership interest in GVC effective as of September, 2017. Given the fact that Bidsal has born 50% of the tax burden associated with GVC in 2017, 2018, 2019, and 2020, that tax effect has to be taken into account when considering the effective date of the transaction.

CLA's motive in attempting to prevent Bidsal from talking about the tax implications is clear! If CLA can convince your Honor to retroactively transfer Bidsal's membership interest to CLA, while at the same time preventing your honor from considering the fact that Bidsal has born half of the tax liabilities associated with GVC over the past four years, CLA would receive a substantial windfall because Bidsal would have born the cost and expense of ownership without receiving any of the benefits. Each of us would certainly be happy if we could pass 50% of our tax liability onto someone else without giving them any of the benefits, but that is not how life works and the fact that CLA is attempting to do exactly that is not only consistent with their incessant efforts to take advantage of Bidsal, but it also provides clear insight into their current motives.

SUMMARY

For the foregoing reasons Bidsal respectfully requests that your Honor preclude all of the Ambush Witnesses from providing testimony at Arbitration and should preclude the Ambush Expert Report from being utilized during the Arbitration.

Sincerely,

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.

cc: Rod Lewin (*via JAMS e-service only*)
Louis Garfinkel (*via JAMS e-service only*)
Shawn Bidsal (*via email only*)

EXHIBIT 240

ARBITRATION DAY 1 - 03/17/2021

Page 11

08:55:35 1 say he can't testify before it starts.

08:55:37 2 THE ARBITRATOR: All right. I'm going to deny
08:55:39 3 the motion as a blanket prohibition of any information
08:55:42 4 regarding taxes. I understood part of the relevance of
08:55:45 5 it from the claimant's side to be related to the issue
08:55:52 6 of when the sale would be effective, and if it were to
08:56:00 7 be determined that the sale is effective in September of
08:56:09 8 2017, there is an effect on the way he's filed the taxes
08:56:15 9 since then.

08:56:17 10 Reserve -- I'm going to deny the motion,
08:56:18 11 reserving to you the right to object contemporaneously
08:56:22 12 to any testimony which gets into expert testimony or
08:56:27 13 otherwise runs afoul of the rules of evidence. All
08:56:27 14 right.

08:56:31 15 Let's go off the record for a moment.

08:56:39 16 (Discussion off the record.)

08:56:39 17 THE ARBITRATOR: Okay. The motion in limine
08:56:45 18 regarding the issue of tender. I've obviously reviewed
08:56:52 19 all the briefs. Anything you want to add to what's in
08:56:54 20 there?

08:56:55 21 MR. LEWIN: No, Your Honor. I think -- I think
08:56:56 22 that our briefs say it. I mean -- there is one thing
08:56:58 23 that's really -- what we have when -- in a purchase and
08:57:03 24 sale contractor, the obligations of the seller and the
08:57:06 25 buyer are mutually dependent conditions. When the