

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.

No. 86438 Electronically Filed
Nov 03 2023 12:14 PM
Elizabeth A. Brown
Clerk of Supreme Court

No. 86817

APPELLANT'S APPENDIX

VOLUME 20

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EXHIBIT 250

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JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT SHAWN BIDSAL'S BRIEF
 REGARDING THE TESTIMONY OF DAVID LEGRAND, ESQ.**

COMES NOW Claimant SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and hereby files Bidsal's Brief Regarding the Testimony of David LeGrand, Esq.

I.

PRELIMINARY STATEMENT

During the present arbitration, issues arose with the respect to David LeGrand, Esq.'s ("LeGrand") anticipated testimony. Those issues are as follows:

- (1) Who has the authority to waive the Attorney-Client privilege for Green Valley Commerce, LLC when there are two managers that are deadlocked on the decision and two owners that are deadlocked on the decision?

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- (2) Has there been a waiver of the Attorney-Client privilege that protects communications between LeGrand and his client, particularly those communications between LeGrand and the Client's manager, Mr. Bidsal?
- (3) Does the Arbitrator have the authority to compel LeGrand to testify, when LeGrand has stated his intention not to testify due to concerns about violating either the Attorney-Client Privilege or the Nevada Rules of Professional Conduct ("RPC")?
- (4) Have the parties waived conflict of interest issues with respect to LeGrand?

On May 21, 2021, through previously undisclosed counsel, Rob Bare, Esq., Respondent submitted CLA Properties, LLC's Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. (the "Bare Brief"). The Bare Brief only addresses two of these issues: (1) waiver of the attorney-client privilege and (2) whether LeGrand can be compelled to testify. The Bare Brief does not even attempt to address the very serious conflict of interest issue, which obviously cannot be decided by the arbitrator as the arbitrator lacks any jurisdiction to decide the issue. Obviously, CLA chose to ignore the conflict of interest issue because it is impossible to reconcile LeGrand's absolute and existing conflict of interest, which creates very real malpractice jeopardy for LeGrand and could impact his license to practice law in Nevada.

II.

STATEMENT OF FACTS

A. LEGRAND AS COUNSEL FOR GREEN VALLEY COMMERCE, LLC.

The Green Valley Commerce, LLC ("GVC") Operating Agreement is very clear about the role that LeGrand played with respect to the representation of GVC. Article XIII, Section 1, of the GVC Operating Agreement ("GVC OPAG") states, "[T]his 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...*" [Arb. Ex.¹ 5]. (emphasis added).

¹ In addition to the Exhibits attached to the present Brief (which are referred to as a "Motion Exhibit" or "Mot. Ex."), reference is also made to the Arbitration Exhibits admitted into evidence in the underlying Arbitration. These will be referred to as an "Arbitration Exhibit" or "Arb. Ex."

1 Additionally, Article XIII, Section 1(D) of the GVC OPAG states “[t]he Law Firm **has not**
 2 **given any advice or made any representations to the Members with respect to any consequences of**
 3 **this Agreement** and (E) [t]he Members have been advised that the terms and provisions of this
 4 Agreement may have tax consequences and the Members have been advised by the Law Firm to seek
 5 independent counsel with respect thereto.” [Arb. Ex. 5] (*emphasis added*). Ironically, CLA is
 6 attempting to call LeGrand as a witness to ask him specifically about representations he allegedly
 7 made to Bidsal (Bidsal has no recollection of any representations ever occurring) about the meaning
 8 and consequences of the language in the GVC OPAG. So, the very purpose for which CLA seeks
 9 LeGrand’s testimony (representations or advice by LeGrand to the Members about the language of the
 10 GVC OPAG), the GVC OPAG recites never happened.

11 The significance of Article XIII, Section 1(D) cannot be overstated, because this language
 12 exists to protect LeGrand from the very conflict of interest at issue. ***If LeGrand had given advice or***
 13 ***made representations to the Members with respect to the meaning and consequences of the***
 14 ***Operating Agreement, he would have created an irreconcilable conflict of interest for himself.***

15 The Bare Brief also completely fails to recognize that Bidsal is not GVC and GVC is not
 16 Bidsal, as well as the fact that Golshani is not GVC and GVC is not Golshani. CLA clearly failed to
 17 consider that the members of a limited liability company, when acting in their personal capacity as
 18 members and for their personal benefit, cannot be acting for the limited liability company. This error
 19 is apparent throughout the Bare Brief. One such example is the statement, “Mr. Bidsal Waived Any
 20 Applicable Attorney-Client Privilege By: (1) Failing to Object to the Introduction of GVC’s Purported
 21 Privileged Documents And Testimony; And (2) Subsequently Utilizing the Same in Two Separate
 22 Litigation Matters.” See the Bare Brief at 5:14-16.

23 The Bare Brief raises three separate disputes between Bidsal and either Golshani and/or CLA,
 24 in its effort to somehow explain away CLA’s lack of authority to act unilaterally for GVC in waiving
 25 any attorney-client privilege. First, CLA raises the present arbitration (the “**Present Arbitration**”).
 26 Second, CLA raises Bidsal v. Golshani (Case No. A-17-759982), which is litigation involving a
 27 completely different client of LeGrand’s, that being Mission Square, LLC (the “**Mission Square**
 28 **Litigation**”). Finally, CLA raises JAMS Arbitration No. 1260004569, which is the first arbitration

involving GVC (the “**Initial Arbitration**”). GVC is not, and has never been, a party to the Present Arbitration, the Mission Square Litigation and/or the Initial Arbitration. In all three of these disputes, Bidsal has represented himself, in his individual capacity and has been advocating for his personal benefit and not as a representative of GVC. Likewise, the records reflect that in all three disputes, Golshani has either represented himself and/or CLA and has been advocating for his personal benefit or CLA’s benefit and not as a representative of GVC.

1. GVC Was Not a Party to the Initial Arbitration.

In the Initial Arbitration, the Claimant was CLA Properties, LLC (“**CLA**”) in its capacity as a member of GVC. This fact is evidenced by CLA’s Demand for Arbitration dated September 26, 2017, which states under the heading “nature of dispute” the followin: “***Claimant and Respondent*** are the sole ***members of Green Valley Commerce, LLC***, a Nevada limited liability company (‘Green Valley’), each witha [sic] 50% membership interest.” [Arb. Ex. 47 at BIDSAL003893-3897] (emphasis added).

Also, in the Demand for Arbitration in the Initial Arbitration, under the “Arbitration Provision Location,” CLA highlighted Article III, Section 14.1 of the GVC Operating Agreement (“**GVC OPAG**”). [Arb. Ex. 47 at BIDSAL003895]. In quoting Article III, Section 14.1 CLA stated,

Dispute Resolution. [After providing for possible resolution through representatives which has taken place without success it states] [sic] [A]ny controversy, dispute or claim arising out of or relating [sic] in any way to this Agreement or the transactions arising hereunder shall be settled [sic] exclusively by arbitration in the City of Las Vegas, Nevada. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited [sic] 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 [sic] of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration [sic] previously advanced and ~~the~~ [sic] fees and expenses of attorneys, accounts and other experts) to the prevailing party.” (Other details follow within the section.)

Id. Notably, GVC was not a party to Initial Arbitration. Additionally, the Demand for Arbitration does not include either Bidsal and/or Golshani as managers of GVC. *Id.*

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1 **2. GVC is Not a Party in the Mission Square Litigation.**

2 In the Mission Square Litigation, the Plaintiff is Bidsal (as an individual), Defendant is
3 Golshani (as an individual), Counterclaimants are Golshani (as an individual) and CLA (as a limited
4 liability company), and Counterdefendant is Bidsal (as an individual). [*Golshani's Exhibit "C" at pg*
5 *2*]. Notably, GVC is not named as a party and none of the parties include Bidsal and/or Golshani as
6 managers for GVC. *Id.*

7 **3. GVC is Not a Party in the Present Arbitration.**

8 In the Present Arbitration, as your Honor is well aware, the parties are Bidsal (as a
9 member of GVC) and CLA (as a member of GVC). GVC is not a party to the Present Arbitration.

10 **B. LEGRAND'S PRIOR TESTIMONY.**

11 LeGrand testified in the Mission Square Litigation via deposition on March 20, 2018.
12 [*Golshani's Exhibit "C"*]. LeGrand then testified in the Initial Arbitration on May 9, 2018.
13 [*Golshani's Exhibit "E"*]. However, understanding exactly what LeGrand testified about and why it
14 did not constitute a waiver of attorney-client privilege is extremely important. While the Bare Brief
15 makes general references and self-serving, conclusory statements regarding LeGrand's testimony, it
16 never quotes LeGrand's actual testimony... because LeGrand's actual testimony contradicts CLA's
17 narrative.

18 In the Initial Arbitration LeGrand testified that he first gave a flash drive of his GVC file to
19 counsel for CLA, before meeting with counsel for CLA to try "...to put some of the documents
20 together..." [*Golshani's Exhibit "E" at 269:13-19*]. LeGrand's production of these documents is
21 irrelevant to the attorney-client privilege issue because his documents do not include confidential and
22 privileged communications with his client's representatives, that the other client representative is not
23 already a party to and certainly does not disclose communications regarding any disputed matter
24 between the members of GVC, that was in dispute at the time of the communications. [*Arb. Ex. 5*].
25 LeGrand also testified that **he did not have any present recollection, other than what was**
26 **contained in the documents produced.** [*Golshani's Exhibit "E" at 288:1-5*]. Further, LeGrand also
27 admitted that **he was simply drawing inferences from what he had written in the past, that he**
28 **remembered events in generalities, but that due to the length of time that had passed, he did not**

1 **recall specifics.** [*Golshani's Exhibit "E" at 288:12-19*]. LeGrand then testified, "...I've been
 2 working on projects with Ben for a number of years, yes." *Id.* at 308:7-8. Finally, LeGrand testified
 3 "...Mr. Golshani had instructed that I should produce the documents." *Id.* 329:16-17.

4 Importantly, LeGrand never testified that he had communications with any client
 5 representative about the meaning of any language in the GVC OPAG, and if such communications did
 6 occur (which Bidsal denies), LeGrand never testified about such confidential communications. **Since**
 7 **these are the confidential communications at issue in this case about which CLA is seeking**
 8 **LeGrand's testimony, if LeGrand never disclosed these alleged communications in the past then**
 9 **it is impossible for the attorney-client privilege to have been waived by such prior testimony.**
 10 Furthermore, LeGrand's testimony that he could not recall any specific conversations outside of what
 11 is contained in the documents themselves is of paramount importance as it demonstrates that at no
 12 time did LeGrand provide any testimony that would be covered by the attorney-client privilege.

13 **C. LEGRAND CREATED A CONFLICT OF INTEREST FOR HIMSELF.**

14 Despite the language drafted by LeGrand and included in the GVC OPAG expressly stating
 15 that a conflict of interest would exist if LeGrand were to ever represent any individual GVC member,
 16 as he was counsel solely for the entity GVC and thus could not represent either of the members, he
 17 violated his professional conduct obligations by apparently providing legal representation and legal
 18 advice to both Golshani and CLA, (which advice was adverse to Bidsal), with respect to Golshani's
 19 attempts to purchase Bidsal's interest in GVC in 2017. This representation of CLA is evidenced by
 20 LeGrand's correspondence to Golshani dated July 28, 2017. A true and correct copy of LeGrand's
 21 July 28, 2017 correspondence to Golshani is attached hereto as ***Exhibit "I"*** and is incorporated herein
 22 by this reference for the limited purpose of use in this brief and not to become evidence in the
 23 arbitration. In LeGrand's July 28, 2017 correspondence, LeGrand provided legal advice to CLA in
 24 CLA's capacity as a member of his client GVC, stating "I looked over...your tax returns" and "[t]he
 25 process for the sale is exactly as you described it." *Id.* This correspondence was sent only to Golshani,
 26 and not to Bidsal. *Id.* The type of advice provided to CLA and Golshani by LeGrand is exactly the
 27 type contemplated by Article XIII of the OPAG that would cause a conflict of interest to arise, that is
 28 tax consequences and the interpretation of terms and provisions of the OPAG. [*Arb. Ex. 5*].

1 LeGrand confirmed that he represented Golshani personally during the period of March 2018
 2 during his limited testimony in the Present Arbitration. When counsel for CLA asked LeGrand “Did
 3 you understand that if you spoke to me to set up this deposition you were doing so as Mr. Golshani’s
 4 lawyer?” LeGrand responded, “Yeah.” *See* Present Arbitration Transcript at 1130:24-25 – 1131:1, a
 5 true and correct copy of which is attached hereto as ***Exhibit “2”***.

6 LeGrand’s improper representation of CLA, while at the same time representing the personal
 7 interests of Golshani as a member of GVC, and LeGrand’s improper advising of Golshani and CLA
 8 regarding how they should proceed in pursuing CLA’s individual rights under the buy-sale provisions
 9 of the GVC OPAG, is further evidenced by a draft letter from LeGrand to Bidsal’s counsel (the
 10 “***Conflict Letter***”).² A true and correct copy of the Conflict Letter is attached hereto as ***Exhibit “3”***
 11 and incorporated herein by this reference. The Conflict Letter, also dated July 28, 2017, had a subject
 12 line of “Re: Green Valley Commerce LLC (“GVC”) Sale Process.” *Id.* In the Conflict Letter, LeGrand
 13 expresses a legal opinion on behalf of one member of GVC, (CLA), against the other member of GVC,
 14 (Bidsal). *Id.* LeGrand also advocated on behalf of CLA and Golshani, stating that CLA rejected
 15 Bidsal’s nomination of appraisers and that Golshani was prepared to open escrow to effectuate the sale
 16 of Bidsal’s interest in GVC. *Id.* Obviously, this created an irreconcilable conflict of interest for
 17 LeGrand, which has never been waived by Bidsal or GVC. Notably, the documents produced by
 18 LeGrand do not contain a conflict-of-interest waiver signed by GVC and/or Bidsal.

19 Additionally, during his deposition, LeGrand testified that Golshani sent LeGrand a draft of
 20 CLA’s August 3, 2017 response to Bidsal’s Offer to Purchase CLA’s interest in GVC and stated “He
 21 [Golshani] just asked that I look over the letter and make sure he had, you know, the language to
 22 respond appropriate to the offer from Shawn that was back in I think this July 7th.” [*Golshani’s Exhibit*
 23 “C” at 70:1-17]. When asked who drafted CLA’s August 3, 2017 correspondence to Bidsal, LeGrand
 24 responded, “I think it was collaborative” between LeGrand and Golshani. [*Golshani’s Exhibit “C” at*
 25 *70:1-23*].

26 LeGrand himself realized the conflict that he created prior to sending the Conflict Letter to
 27 Bidsal’s counsel. LeGrand was asked about the Conflict Letter in the March 2018 deposition, “[d]o

28 ² The Conflict Letter was introduced as Exhibit “29” to David LeGrand’s deposition.

you have a recollection of why you didn't send it?" [Golshani's Exhibit "C" at 73:9-10]. LeGrand responded, "[w]ell, I had originally represented Green Valley, which had Ben as the majority capital source and Shawn as his partner. And as I evaluated this situation, it began to appear that this was going to be adversarial. So I'm not sure I have a conflict in this context, but – and I haven't represented Green Valley for years, haven't done any work with Mr. Bidsal for a couple of years now that – I think it's a couple of years. And I just felt that I should not try to take sides, one partner against another." [Golshani's Exhibit "C" at 73:9-20].³ While, LeGrand doesn't admit that he had created a conflict, it is clear by his actions, that he realized he had done exactly that and was seeking to limit the damage he himself had created.

III.

STATEMENT OF AUTHORITIES

A. ISSUE NUMBER 1 – ATTORNEY-CLIENT PRIVILEGE.

1. The Client Holds the Privilege.

NRS 49.045 defines "client" as "a person, including a public officer, corporation, association or other organization or entity, either public or private, who is rendered professional legal services by a lawyer, or who consults a lawyer with a view to obtaining professional legal services from the lawyer." "In a corporate context, a client corporation is not a living entity that can make decisions independently – people have to make decisions on its behalf. See Las Vegas Sands Corp. v. Eighth Judicial Dist. Court of the State of Nevada, 331 P.3d 905, 130 Nev. Adv. Op. 69 (Nev. 2014).

"While the corporation can only communicate with its attorneys through human representatives, those representatives are communicating on *behalf of the corporation, not on behalf of themselves*, as corporate managers or directors." *Id.* (emphasis added). "Moreover, the court finds very convincing the language in *Weintraub*, which states that the privilege belongs to the corporation, can be asserted or waived only by management, and that this power transfers when control of the corporation is transferred to new management." See Las Vegas Sands Corp. v. Eighth Judicial Dist. Court of the State of Nevada, 331 P.3d 905, 130 Nev. Adv. Op. 69 (Nev. 2014) citing Montgomery v.

³ As a point of clarification, LeGrand's testimony was not that he had not represented Bidsal in a "couple of years" but rather that he had not done any "work with Mr. Bidsal for a couple of years."

1 Entreppid Techs., L.L.C., 548 F.Supp.2d 1175 (D. Nev. 2008). The Sands court clearly distinguished
 2 between a human representative of a corporation acting on behalf of himself versus a human
 3 representative of a corporation acting as a corporate representative. In this instance (and in the Mission
 4 Square Litigation and the Initial Arbitration) the corporate representatives of GVC were present and
 5 active in the disputes but each has always been acting on behalf of himself and not as a corporate
 6 representative. The Bare Brief ignores this distinction in its entirety.

7 Given that GVC is the holder of the privilege, it is the only entity that can assert or waive the
 8 privilege. When acting as a company representative, any communications between the company
 9 representative and the company attorney are privileged communications and subject to the attorney
 10 client privilege of NRS 49.095, which provides:

11 A client has a privilege to refuse to disclose, and to prevent any other person from
 12 disclosing, confidential communications:

13 1. Between the client or the client representative and the client's lawyer...

14 See NRS 49.095. Bidsal, as a representative of the client (GVC), has the right to raise the privilege
 15 for communications between Bidsal and LeGrand where Bidsal was acting on behalf of GVC, and
 16 LeGrand may not disclose such communications to any third party (like the Arbitrator) as it would
 17 violate the privilege.

18 Under NRS 49.095, the privilege obviously applies to any communications between Bidsal
 19 and LeGrand regarding the formation of the GVC OPAG because Bidsal was communicating with
 20 LeGrand as a manager and representative of GVC about the formation of GVC. The privilege would
 21 not prevent LeGrand from disclosing any such communications to CLA, as another manager of GVC,
 22 but NRS 49.095 absolutely prevents LeGrand from disclosing such communications to the Arbitrator
 23 or any other third party. Further, CLA cannot testify about any such communications (learned through
 24 LeGrand) as they would constitute hearsay. Bidsal has unequivocally stated that he recalls no such
 25 communications ever occurring, but if they did occur, they are clearly privileged communications.
 26 Therefore, CLA must prove that the attorney-client privilege was waived by GVC in order to escape
 27 the privilege. However, since Bidsal is an equal manager to CLA and has never consented to any such
 28 waiver, a waiver is legally impossible under these circumstances. The objection asserted by Bidsal in

1 the Present Arbitration is that LeGrand has failed to receive authorization from his client, GVC, prior
 2 to testifying and that such authorization is impossible as Bidsal (an equal manager) will never consent
 3 to such authorization.⁴

4 **2. Only the Client Can Waive the Privilege.**

5 GVC has never been waived its attorney-client privilege for any communications
 6 between Bidsal, as a representative of GVC, and LeGrand. In the First Arbitration CLA made
 7 demands to benefit itself, and Bidsal asserted his counterclaims to benefit himself. Neither party to
 8 the Initial Arbitration was acting to benefit GVC or on behalf of GVC. The same is true for the Mission
 9 Square Litigation and for the Present Arbitration. As GVC has clearly never waived its privilege, and
 10 LeGrand admitted to representing Golshani in his March 20, 2018 deposition, LeGrand was potentially
 11 disclosing confidential information obtained during his representation of GVC on behalf of Golshani
 12 by presenting testimony in front of the court reporter. Bidsal, who was present, did not object because
 13 LeGrand never attempted to provide any testimony about privileged communications between Bidsal,
 14 as a representative of GVC, and LeGrand, as the GVC attorney, about the meaning of the buy-sale
 15 language of the GVC OPAG. LeGrand may have offered his own irrelevant opinions about the
 16 meaning of the GVC OPAG, but aside from being irrelevant, LeGrand's opinions do not implicate the
 17 attorney-client privilege unless his opinions are based upon confidential communications with either
 18 Golshani or Bidsal about the meaning of such language. However, if such opinions are provided to
 19 advocate on behalf of either Bidsal or Golshani, it would certainly create a conflict of interest for
 20 LeGrand that could jeopardize his license and subject him to a malpractice claim. Finally, it must be
 21 clearly stated that LeGrand's opinions are irrelevant in this case because it is only the intent of the
 22 parties to the GVC OPAG (Bidsal and CLA through Golshani) that can provide parol evidence about
 23 what they believed they were agreeing to when they signed the GVC OPAG, (in order to explain the
 24 ambiguous language of the GVC OPAG). LeGrand could only testify about what the parties intended
 25 if he had discussions with the parties about the meaning and interpretation of the GVC OPAG (which

26 _____
 27 ⁴ On a separate, yet related, note, CLA states that, "Mr. Golshani and Mr. Bidsal further stipulated to using Mr.
 28 LeGrand's testimony, as well as the documents he produced, in the First GVC Arbitration that was heard by
 Judge Haberfeld." This statement appears to be Mr. Bare's testimony, as it is unsupported by evidence. Bidsal
 objects to the assertion that any such stipulation exists.

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1 the GVC OPAG expressly recites never happened and which LeGrand has already said he could not
 2 recall), and any such testimony about such discussions would be protected by the attorney-client
 3 privilege.

4 As a further indication that the attorney-client privilege issue was not waived on behalf of
 5 GVC, LeGrand already testified that he simply could not recall the vast majority of communications
 6 between himself and GVC, stating, that it was fair to say that **he did not have any present**
 7 **recollection, other than what was contained in the documents produced.** [*Golshani's Exhibit "E"*
 8 *at 288:1-5*]. LeGrand also agreed that **he was drawing inferences from what he had written in the**
 9 **past, that he remembered events in generalities, but that due to the length of time that had**
 10 **passed, he did not recall specifics.** [*Golshani's Exhibit "E" at 288:12-19*]. Clearly based upon this
 11 testimony, it is highly unlikely that LeGrand would have been capable at the Initial Arbitration of
 12 recalling any attorney-client privileged communication outside of the documents he produced with the
 13 bates stamp prefix of DL00. If he could not recall such privileged information, he certainly could not
 14 have disclosed any such information during the Initial Arbitration, making it impossible for any
 15 inadvertent waiver.

16 CLA makes the argument that Bidsal waived the attorney-client privilege between GVC and
 17 LeGrand because he failed "to object to the February 2018 Notice of Deposition of Mr. LeGrand and
 18 the Subpoena Duces Tecum issue to Mr. LeGrand." *See* Bare Brief at pg. 7. This assertion is a
 19 convoluted misrepresentation on multiple levels. First and foremost, the February 2018 Notice of
 20 Deposition was in litigation unrelated to GVC, the Mission Square Litigation.⁵ Second, Bidsal had no
 21 reason to object to Golshani and CLA receiving documents from GVC's counsel, as CLA, as a member
 22 of GVC (and Golshani as managing member of CLA), was entitled to the documents requested. *See*
 23 [*Arb. Ex. 5*]. Third, if GVC had been a party to the Mission Square Litigation for which the Subpoena
 24 Duces Tecum was issued (which it was not), there would have been no need for a Subpoena Duces
 25 Tecum, as GVC would have been subject to the discovery process and would have been required to

26 _____
 27 ⁵ Although CLA makes a practice of stating the GVC OPAG and the Mission Square OPAG are "virtually
 28 identical," that assertion is patently untrue. Most notably, the members of the two operating agreements differ
 as do several of the key provisions of the documents. For example, the reason that the Mission Square Litigation
 is in the Eighth Judicial District Court is that there is no arbitration provision contained within.

1 produce relevant documents without the need for a subpoena. Fourth, Bidsal brought the Mission
 2 Square Litigation in his personal capacity, to benefit him as an individual and not in his capacity as
 3 manager of GVC. Clearly, Bidsal's actions with respect to the February 2018 Notice of Deposition
 4 of LeGrand and the Subpoena Duces Tecum, have no bearing on whether GVC waived the attorney-
 5 client privilege it holds with LeGrand. Most importantly, a waiver must be intentional and clearly
 6 stated. There is no evidence that Bidsal ever knowingly agreed to waive any attorney-client privilege
 7 held by GVC, and certainly nothing evidencing such a waiver has been presented in the Bare Brief.

8 **3. GVC Never Waived the Attorney-Client Privilege.**

9 Aside from arguing that there was an implied waiver of the attorney-client privilege
 10 (which as outlined next, is absurd as LeGrand could not recall any privileged communications),
 11 Golshani fails to attach anything which would constitute a waiver by GVC. Under Article IV of the
 12 Operating Agreement, the ability to make decisions on behalf of GVC is vested in the "Management"
 13 which is defined as Bidsal and Golshani. [*Arb. Ex. 5, at 8-9*] Thus, it would require the affirmative
 14 vote of both Bidsal and Golshani to waive the attorney-client privilege. Because Bidsal has never so
 15 voted, it is legally impossible for GVC to have waived the attorney-client privilege.

16 **4. LeGrand's Prior Testimony Does Not Constitute Any Type of a Waiver.**

17 One of the arguments raised by Golshani and CLA is that simply by virtue of the fact
 18 that LeGrand had his deposition taken and subsequently testified at the Arbitration hearing means that
 19 the attorney-client privilege has been waived. However, this argument ignores the fact that there are
 20 topics and questions on which LeGrand could properly testify without violating the attorney-client
 21 privilege... which is exactly what occurred. The fact that the Bare Brief fails to actually cite to any
 22 testimony from LeGrand serves to underscore that LeGrand never actually provided testimony
 23 regarding anything covered by the attorney-client privilege. The reality is that LeGrand's testimony
 24 was primarily used to authenticate the different documents which were already in evidence. As
 25 outlined above, he simply could not recall anything except what was contained in the documents
 26 themselves. [*Golshani's Exhibit "E" at 288:1-19*]

27 In summary, and in response to Issue Number 1, there has not been a waiver of attorney-client
 28 privilege between LeGrand and his client, because his client, GVC, has never waived the privilege.

As GVC (the Client) is the only entity that is capable of waiving such a privilege and it has not done so, waiver, either in part or in total, is impossible. However, in the unlikely event that your Honor determines that a partial waiver took place, which Bidsal asserts never happened, then the waiver is only as to the documents produced by LeGrand, as LeGrand admitted that he does not have a recollection of the communications between himself and GVC absent said documents, making it impossible for him to disclose communications for which he has no memory. Therefore, any waiver that may have occurred would only be a partial waiver and limited to LeGrand's previously produced GVC file.

B. ISSUE NUMBER 3 – CONFLICT OF INTEREST.⁶

1. Conflict of Interest – Current Clients.

Nevada Rule of Professional Conduct, Rule 1.7 addresses Conflicts of Interest for Current Clients. Rule 1.7 states:

Rule 1.7. Conflict of Interest - Current Clients.

(a) Except as provided in paragraph (b), *a lawyer shall not represent a client if the representation involves a concurrent conflict of interest.* A concurrent conflict of interest exists if:

- (1) *The representation of one client will be directly adverse to another client;* or
- (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) The representation is not prohibited by law;
- (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) Each affected client gives informed consent, confirmed in writing.

See RPC Rule 1.7. (emphasis added).

The Nevada Supreme Court has declared that RPC 1.7 imposes a duty of loyalty on lawyers that prohibits representation of more than one client if the "representation involves a concurrent conflict of interest or a significant risk that the dual representation will materially limit the lawyer's

⁶ Bidsal acknowledges that he is taking the issues delineated by the Arbitrator out of order, however, in order to reach reasoned conclusions as to Issue No. 2, it is essential to first address Issue No. 3.

ability to represent one or both clients.” Stalk v. Mushkin, 199 P.3d 838, 125 Nev. 21 (Nev. 2009) citing Ryan v. Dist. Ct., 123 Nev. 168 P.3d 703, 710 (Nev. 2007). The *duty of loyalty is based in the contractual relationship between attorney and client* and correspondingly invokes the duty of confidentiality. Stalk v. Mushkin, 199 P.3d 838, 125 Nev. 21 (Nev. 2009) citing RPC 1.6 and Warmbrodt v. Blanchard, 100 Nev. 703, 707, 692 P.2d 1282, 1285 (1984) (emphasis added). “It is the ‘contractual relationship creating a duty of due care upon an attorney [which is] the primary essential to a recovery for legal malpractice.’” (alteration in original) Stalk v. Mushkin, 199 P.3d 838, 125 Nev. 21 (Nev. 2009) quoting Ronnigen v. Hertogs, 294 Minn. 7, 199 N.W.2d 420, 421 (1972))), superseded in part by statute, NRS 42.001, as explained in Countrywide Home Loans v. Thitchener, 124 Nev. ___, ___, 192 P.3d 243, 253-55 (2008); Smith v. Mehaffy, 30 P.3d 727, 733 (Colo.Ct. App.2000).

In addition to RPC Rule 1.7, the Nevada Rules of Professional Conduct specifically consider instances for which an attorney is representing an organization as its client.

Rule 1.13. Organization as Client.

(a) *A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.*

(b) If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law that reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances, to the highest authority that can act on behalf of the organization as determined by applicable law.

(c) Except as provided in paragraph (d), if

(1) despite the lawyer’s efforts in accordance with paragraph (b), the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, and

(2) the lawyer reasonably believes that the violation is reasonably certain to result in substantial injury to the organization, then the lawyer may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization.

(d) Paragraph (c) shall not apply with respect to information related to a lawyer's retention by an organization to investigate an alleged violation of law, or to defend the organization or an officer, employee or other constituent associated with the organization against a claim arising out of an alleged violation of law.

(e) A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraphs (b) or (c) or who withdraws under circumstances that require or permit the lawyer to take action under either of those paragraphs, shall proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal.

(f) *In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client to the constituent and reasonably attempt to ensure that the constituent realizes that the lawyer's client is the organization rather than the constituent. In cases of multiple representation such as discussed in paragraph (g), the lawyer shall take reasonable steps to ensure that the constituent understands the fact of multiple representation.*

(g) *A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.*

See RPC Rule 1.13. (emphasis added).

Under RPC 1.13, the Nevada Rules of Professional Conduct specifically detail a procedure that an attorney must follow if he/she is interested in dual representation where one client is an organization. The rule is clear, "[i]f the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an *appropriate official of the organization other than the individual who is to be represented...*" *Id.* (emphasis added). Based on RPC 1.13, it is necessary to undertake the RPC 1.7 analysis and if RPC 1.7 applies, which it does, then **the ONLY official of GVC that could provide informed written consent for LeGrand's representation of CLA and/or Golshani is Bidsal. Bidsal never provided such informed written consent because he did not and does not consent.**

In the present case, LeGrand recognized that a conflict of interest would arise if he represented one of the members of GVC, given his representation of GVC, the entity. This recognition is apparent in the GVC OPAG, Article XIII, Section 1, states, "[T]his 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,...*" (emphasis

added) [Arb. Ex. 5]. LeGrand recognized the inherent conflict that “would exist” if he represented any individual member of GVC, while also representing GVC itself. Despite this clear recognition, LeGrand chose to disregard this conflict of interest and provided legal counsel to CLA and Golshani, as members of GVC, on matters in which CLA and Golshani have an adverse interest to Bidsal, the other member of GVC. While, LeGrand could have sought informed consent from GVC as contemplated by RPC 1.7(b)(4), he failed to do so. In the process he violated RPC 1.7 and RPC 1.13.

2. Conflict of Interest - Former Client.

When LeGrand realized that he had created a conflict of interest situation, he attempted to distance himself, via testimony in the Initial Arbitration, by creating a fiction that GVC was a former client, “[s]o I’m not sure I have a conflict in this context, but – and I haven’t represented Green Valley for years, haven’t done any work with Mr. Bidsal for a couple of years now that – I think it’s a couple of years. And I just felt that I should not try to take sides, one partner against another.” [Golshani’s Exhibit “C” at 73:9-20]. However, even presuming that his statement was true, that he hadn’t represented GVC for years, a presumption for which CLA has provided no evidence, it still does not relieve LeGrand from his obligation to GVC and/or Bidsal.

Nevada Rule of Professional Conduct, Rule 1.9 addresses Duties to Former Clients. Rule 1.9 states,

Rule 1.9. Duties to Former Clients.

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person’s interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

(b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client:

- (1) Whose interests are materially adverse to that person; and
- (2) About whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter;
- (3) Unless the former client gives informed consent, confirmed in writing.

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:

- (1) Use information relating to the representation to the disadvantage of the former client except as these Rules would permit or require with respect to a client, or when the information has become generally known; or

(2) Reveal information relating to the representation except as these Rules would permit or require with respect to a client.

See RPC Rule 1.9. (emphasis added).

In LeGrand's attempt to distance himself from a clear conflict, he admitted two things: (1) that he represented GVC, and (2) that he took instructions for his entity clients from Bidsal, as a representative of such clients. Yet, he still elected to represent CLA and Golshani in the GVC buy/sell matter, clearly a substantially related matter, knowing that Golshani's and CLA's interest were diametrically opposed to Bidsal's and with little regard for whether Golshani's and CLA's interests were adverse to GVC's interests. Had LeGrand abided by RPC Rule 1.9 he would have obtained informed, written consent from GVC and Bidsal prior to representing Golshani or CLA, yet he did not. In failing to do so, violated RPC Rule 1.9.

3. Waiver of Conflict of Interest.

Counsel for CLA stated in the Present Arbitration, "I think we should brief whether there's been a waiver of conflict." *See* Present Arbitration Transcript at 1368:8-16. However, despite this request, after being given leave to do so from your Honor, CLA completely ignored the issue in the Bare Brief. Perhaps that is because the only way LeGrand could have avoided a conflict of interest was to obtain informed written consent from both Bidsal and GVC, and simply failed to do so.

As is made clear in RPC Rules 1.7 and 1.9 a current client and/or a former client can waive a potential conflict of interest with informed consent, confirmed in writing. However, there has been no evidence that LeGrand ever sought such informed, written consent, before engaging in his representation of CLA and Golshani in the GVC buy/sell matter. Thus, the conflict has clearly not been waived.

C. ISSUE NUMBER 2 – ARBITRATOR'S AUTHORITY TO COMPEL.

Does the Arbitrator have the authority to compel LeGrand to testify if LeGrand expresses reservations about violating either the Attorney-Client Privilege or the RPC? The State Bar of Nevada Standing Committee on Ethics and Professional Responsibility, in Formal Opinion No. 41, has provided an advisory opinion on this matter.

\\

1 Formal Opinion No. 41 states, "...the rules of ethics governing lawyers *prohibits a lawyer*
 2 *from revealing confidential client information without the consent of the client.*" A true and correct
 3 copy of Formal Opinion 41 is attached hereto as *Exhibit "4"* and is incorporated herein by this
 4 reference. Formal Opinion 41 goes on to state, "Rule 1.6 prohibits a lawyer from volunteering any
 5 information relating to representation of a client; the attorney-client privilege prohibits a lawyer from
 6 being compelled to reveal confidential communications between a lawyer and a client."⁷ *Id.* (emphasis
 7 in the original). Formal Opinion 41 goes further to state that "Rule 1.6(a) requires that ALL
 8 information relating to the representation of a client is confidential and protected from disclosure..."
 9 *Id.* (emphasis in the original). "Even if the client has not requested that the information be held in
 10 confidence or does not consider it confidential." "[E]ven if the information is already generally known
 11 – or even public information."²⁰ *Id.* Based on this Formal Opinion, it is unclear how CLA arrived at
 12 the statement that "...the Rules of Professional Conduct would permit Mr. LeGrand to testify
 13 regarding his drafting of the Operating Agreements regardless of whether it is deemed privilege [sic]."
 14 See Bare Brief at fn. 9. CLA fails to back up this assertion with case law or statutory reference.

15 Bidsal does acknowledge that RPC 1.6(b)(5) allows for a lawyer to reveal information relating
 16 to the representation of a client to the extent the lawyer believes necessary "[t]o establish a claim or
 17 defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a
 18 defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client
 19 was involved, or *to respond to allegations in any proceeding concerning the lawyer's representation*
 20 *of the client...*" See RPC Rule 1.6 (emphasis added). CLA elects to read the highlighted portion of
 21 this rule as a stand-alone provision, which it is not. Clearly, LeGrand is not responding to an allegation
 22 in the present proceeding. LeGrand isn't even a party to the present proceeding; thus, his revelation
 23 of privileged and confidential information is not justified by RPC Rule 1.6(b)(5). CLA is truly
 24 stretching to apply an inapplicable provision of the RPC to LeGrand's testimony. Additionally, even
 25 if the Arbitrator were to determine that this inapplicable provision does apply to LeGrand's testimony,
 26 RPC Rule 1.6(b)(5) does not allow for the Arbitrator to compel LeGrand's testimony, but rather
 27 provides a method for a lawyer to testify if he so chooses.

28 \\\

IV.

CONCLUSION

CLA is either purposefully or ignorantly confusing Bidsal, as an individual member, with Bidsal as manager of GVC. Bidsal, the manager of GVC, is not a party to the Present Arbitration. Likewise, Bidsal, the manager of GVC, was not and is not a party to the Mission Square Litigation or the Initial Arbitration. While Bidsal acknowledges that Golshani and Bidsal are GVC's managers and they collectively have the authority to waive the attorney-client privilege to permit LeGrand to testify, the simple fact of the matter is that they have not done so, and Bidsal will never consent to such a waiver. Just because GVC *could have* waived the attorney-client privilege and/or could have provided informed and written consent allowing for LeGrand to represent CLA and/or Golshani does not mean that it did so. There is no evidence that the two managers have both consented to waiving any privilege. There is certainly no written consent from Bidsal or GVC permitting LeGrand to avoid the conflict created by his representation of CLA and/or Golshani *against Bidsal*. Despite the fact that LeGrand acknowledged that a conflict would exist if he were to represent one of the members of GVC, rather than the entity itself, there is absolutely no indication that LeGrand ever drafted a consent form or had a consent form executed before representing CLA and/or Golshani. As GVC was never party to the Initial Arbitration and/or the Mission Square Litigation, any actions taken by Bidsal and/or Golshani in those matters were done for the purpose of advancing their own individual interests and not on behalf of GVC.

DATED this 11th day of June, 2021.

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 11th day of June, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S BRIEF REGARDING THE TESTIMONY OF DAVID LEGRAND, ESQ.**, by electronic service through the JAMS Electronic Filing 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
Rob Bare, Esq.	<u>RobBare32@gmail.com</u>	Attorney for CLA

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

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EXHIBIT 1

EXHIBIT 1

David G. LeGrand, Esq.

3900 South Hualapai Way, Suite 128

Las Vegas, NV 89147

Phone: 702-218-6736

Email: david @legrandlegal.com

July 28, 2017

Benjamin Golshani

Via email only

Re: GVC Sale Process

Dear Ben:

I looked over the Operating Agreement and your tax returns. I believe the tax returns are constructed properly. Your increase from 70 to 73% is not problematic, just reflective of the relative changes in your capital accounts.

The process for the sale is exactly as you described it. If you do not like the offered price, you request appraisal. You select two appraisers and he gets to pick one of the two. Shawn does the same for you. You select one of his two appraisers. The median between the two appraisals is the price. The concept is that one partner buys out the other for 50% of the "equity" (difference between FMV and Cost ("COP")), plus pay an amount equal to the capital contribution.

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.

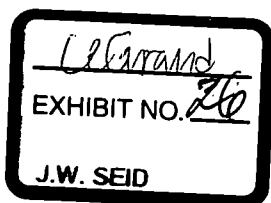
"COP" means "cost of purchase" as it specified in the escrow closing statement at the time of purchase of each property owned by the Company.

"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).

Yours truly,

ss/David G. LeGrand

EXHIBIT 2

EXHIBIT 2

1 JAMS
2 *****
3
4 SHAWN BIDSAL, an individual,)
5 Claimant/Counter-Respondent,)
6 v.) JAMS Ref. No. 1260005736
7 CLA PROPERTIES, LLC, a)
8 California limited liability)
9 company,)
Respondent/Counterclaimant.)
10
11
12
13
14
15 DAY 4
16 ARBITRATION
17 BEFORE DAVID WALL, ESQ., ARBITRATOR
18 LAS VEGAS, NEVADA
19 MONDAY, APRIL 26, 2021
20
21 Reported By Kele R. Smith, NV CCR No. 672, CA CSR No.
22 13405 LIT Job No. 740644
23
24
25

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<p>1 JAMS ARBITRATION, 2 taken at 3800 Howard Hughes Parkway, Eleventh Floor, Las 3 Vegas, Nevada, on Monday, April 26, 2021, at 8:57 a.m., 4 before Kele R. Smith, Certified Court Reporter, in and 5 for the State of Nevada. 6 7 APPEARANCES: 8 For the Claimant/Counter-Respondent Shawn Bidsal: 9 SMITH & SHAPIRO, PLLC 10 BY: JAMES E. SHAPIRO, ESQ. 11 3333 East Serene Avenue 12 Suite 130 13 Las Vegas, Nevada 89074 14 (702) 318-5033 15 jshapiro@smithshapiro.com 16 GERRARD, COX & LARSEN 17 BY: DOUGLAS D. GERRARD, ESQ. 18 2450 Saint Rose Parkway 19 Suite 200 20 Henderson, Nevada 89074 21 (702) 796-4000 22 dgerrard@gerrard-cox.com 23 For the Respondent/Counterclaimant CLA Properties: 24 LAW OFFICES OF RODNEY T. LEWIN, APC 25 BY: RODNEY T. LEWIN, ESQ. 8665 Wilshire Boulevard Suite 210 Beverly Hills, California 90211 (310) 659-6771 rod@rtlewin.com (702) 314-7200</p> <p>Also Present:</p> <p>SHAWN BIDSAL BENJAMIN GOLSHANI</p>	<p>1 EXHIBITS 2 MARKED PAGE 3 203 General Ledger (NOT ATTACHED) 1194 4 204 Trial Balance Worksheet (NOT ATTACHED) 1194 5 205 General Ledger (NOT ATTACHED) 1194 6 7 ADMITTED PAGE 8 Exhibit 26 Draft Operating and Buy/Sell Agreements 1055 9 Exhibit 39 Email 1163 10 Exhibit 40 Email Dated 2/21/12 1031 11 Exhibit 67 Buy/Sell Agreement 1172 12 Exhibit 97 Trial Balance Worksheet 1184 13 Exhibit 112 Email 1162 14 Exhibit 114 Email 1162 15 Exhibit 123 Unknown 1171 16 Exhibit 125 Letter Dated 12/26/17 1174 17 18 19 20 21 22 23 24 25</p>
Page 987	Page 989
<p>1 I N D E X 2 3 WITNESS: BENJAMIN GOLSHANI 4 5 EXAMINATION PAGE 6 By Mr. Lewin 996, 1073, 1142 7 8 9 WITNESS: JEFF CHAIN 10 11 EXAMINATION PAGE 12 By Mr. Lewin 1056 13 By Mr. Gerrard 1066 14 15 WITNESS: KASANDRA SCHINDLER 16 17 EXAMINATION PAGE 18 By Mr. Lewin 1098 19 20 WITNESS: DAVID LEGRAND 21 22 EXAMINATION PAGE 23 By Mr. Lewin 1129 24 25</p>	<p>1 LAS VEGAS, NEVADA; MONDAY, APRIL 26, 2021 2 8:57 A.M. 3 -oOo- 4 ARBITRATOR WALL: Okay. We're back on the 5 record. Appearances for the record, please? 6 MR. GERRARD: Douglas Gerrard and Jim Shapiro on 7 behalf of Shawn Bidsal. Mr. Bidsal is present. 8 MR. LEWIN: Rodney Lewin, Louis Garfinkel, and 9 Mr. Golshani and Spencer Lewin attending remotely on 10 behalf of CLA. 11 ARBITRATOR WALL: Spencer Lewin is who? 12 MR. LEWIN: My assistant. 13 ARBITRATOR WALL: All right. We had left off 14 with Mr. Gerety, although I don't know if we just took 15 him out of order. 16 MR. GERRARD: We took him out of order. 17 ARBITRATOR WALL: Because I'm not sure the 18 claimant had actually rested. So have you guys agreed 19 on who is testifying today and when and how, or what 20 have we got? 21 MR. LEWIN: We talked about it, but I don't think 22 we have an agreement yet. 23 MR. GERRARD: Well -- I'm sorry. 24 MR. LEWIN: I think the discussion I had with 25 Mr. Gerrard was that he said he wanted to offer some of</p>

<p style="text-align: right;">Page 990</p> <p>1 Mr. Main's testimony.</p> <p>2 ARBITRATOR WALL: Deposition testimony?</p> <p>3 MR. LEWIN: Deposition testimony.</p> <p>4 ARBITRATOR WALL: Okay.</p> <p>5 MR. LEWIN: I said whatever he does, he has to</p> <p>6 proceed and rest, and I don't think we have an agreement</p> <p>7 on that yet.</p> <p>8 MR. GERRARD: Yeah, sure, Judge Wall. It's</p> <p>9 pretty simple. I told you at the end of the last time</p> <p>10 we were here, you asked Mr. Lewin who his witnesses were</p> <p>11 for today and what we have left. I told you we have</p> <p>12 deposition testimony of Jim Main that we wanted to read</p> <p>13 into the record, but that if we ran out of time, you</p> <p>14 know, so that there wasn't time to read it into the</p> <p>15 record, we would tell you where it was so you could read</p> <p>16 it yourself. So essentially I told Mr. Lewin that same</p> <p>17 thing. Be ready to go with your witnesses on Monday</p> <p>18 morning because we're going to put that on, essentially</p> <p>19 last, if there's time. If there's not, then we'll --</p> <p>20 ARBITRATOR WALL: That's the only thing you have</p> <p>21 left?</p> <p>22 MR. GERRARD: That's the only thing we have left.</p> <p>23 We have the right for rebuttal, so I'm not going to say</p> <p>24 that we won't put anything else on, but as far as our</p> <p>25 case in chief, yes.</p>	<p style="text-align: right;">Page 992</p> <p>1 ARBITRATOR WALL: Then there was a motion to</p> <p>2 reschedule it. He, through counsel, had offered to</p> <p>3 submit to written questions pursuant to -- is it 31 --</p> <p>4 NRCP 31, I think. I denied the request to basically</p> <p>5 force him to be deposed again after he had indicated he</p> <p>6 had scheduling issues and couldn't accommodate that. He</p> <p>7 was subpoenaed to appear. His lawyer, about a week</p> <p>8 before the last hearing, sent an objection to the</p> <p>9 subpoena. I left it open for about a week. No one</p> <p>10 responded to the objection. No one -- I presumed it</p> <p>11 was -- as did Mr. Main's attorney, presumed that the</p> <p>12 objection was not going to be addressed by anyone and</p> <p>13 wasn't opposed, and that's where we were.</p> <p>14 MR. LEWIN: So my point is is that the</p> <p>15 deposition -- forgetting about the subpoena issue,</p> <p>16 because if he was here, he would be here. But the</p> <p>17 deposition by itself is incomplete. I didn't have a</p> <p>18 chance to cross-examine him with respect to -- finish my</p> <p>19 examination of him, and I didn't have a chance to</p> <p>20 cross-examine him with respect to what Mr. Gerrard said.</p> <p>21 So the issue -- Mr. Gerrard had the ability to</p> <p>22 subpoena him. I thought they had a subpoena issued for</p> <p>23 him as well. Maybe my memory is mistaken. But I</p> <p>24 thought I remembered that they also had a subpoena</p> <p>25 issued for him. The bottom line is is the deposition is</p>
<p style="text-align: right;">Page 991</p> <p>1 MR. LEWIN: First of all, I think they should put</p> <p>2 on their case and rest. If he chooses to read instead</p> <p>3 of putting in deposition transcripts or citations,</p> <p>4 that's his choice. We have a cross-complaint, a</p> <p>5 cross-claim, so in theory we both have rebuttal. I</p> <p>6 thought they'd put their case on and we'd put on our</p> <p>7 case and that would be the end of it.</p> <p>8 Talking about Mr. Main, we object to reading any</p> <p>9 part of his testimony. His deposition was not</p> <p>10 completed. As you remember, he, in the middle of the</p> <p>11 deposition, announced that he had to leave at 1 o'clock</p> <p>12 or 1:15.</p> <p>13 ARBITRATOR WALL: Well, actually, it was closer</p> <p>14 to the beginning.</p> <p>15 MR. LEWIN: It was after a first break. I have</p> <p>16 that.</p> <p>17 ARBITRATOR WALL: It started about 9:23 a.m. and</p> <p>18 somewhere between 11:00 and 11:15 he said he had to</p> <p>19 leave at 1:15. You finished with him about 1:05 and</p> <p>20 gave -- I don't know if -- gave Mr. Gerrard about 20</p> <p>21 minutes.</p> <p>22 MR. LEWIN: It was me. I didn't finish.</p> <p>23 ARBITRATOR WALL: You stopped.</p> <p>24 MR. LEWIN: As a matter of courtesy, I wanted to</p> <p>25 give Mr. Gerrard an opportunity to ask some questions.</p>	<p style="text-align: right;">Page 993</p> <p>1 incomplete and reading it would be improper, I believe.</p> <p>2 Any part of it.</p> <p>3 ARBITRATOR WALL: Have you given Mr. Lewin the</p> <p>4 designations of the portions that you want to read in?</p> <p>5 MR. GERRARD: No.</p> <p>6 ARBITRATOR WALL: Are they from Mr. Lewin's</p> <p>7 questioning or from yours?</p> <p>8 MR. GERRARD: Both. Most from him. I obviously</p> <p>9 only asked like 20 minutes of questions. Most of it is</p> <p>10 from his own questioning.</p> <p>11 ARBITRATOR WALL: Okay. So that portion, of</p> <p>12 course, there's no need for -- there's no issue about</p> <p>13 incompleteness if it's the questions you asked and the</p> <p>14 answers you obtained.</p> <p>15 MR. LEWIN: But I wasn't finished with him. The</p> <p>16 point of the matter is that if Mr. Main says something</p> <p>17 that I know is incorrect but I want to lead him down and</p> <p>18 let him take a position -- because I believe and I think</p> <p>19 the evidence will show that Mr. Main is biased for</p> <p>20 Mr. Bidsal, who has many, many relationships and has</p> <p>21 basically ignored my client for many years.</p> <p>22 So the point being is the fact that I start with</p> <p>23 the deposition. I let him testify on some issues.</p> <p>24 Don't get to documents or testimony that I think might</p> <p>25 contradict some of his testimony. I don't know what</p>

<p style="text-align: right;">Page 994</p> <p>1 he's talking about here.</p> <p>2 ARBITRATOR WALL: You don't even know the areas</p> <p>3 that he's talking about to know whether it's complete or</p> <p>4 not.</p> <p>5 MR. LEWIN: That is right.</p> <p>6 ARBITRATOR WALL: So if you asked him questions</p> <p>7 for 15 minutes on a topic, moved on to another topic --</p> <p>8 especially, I suppose, if it was before 11:15 or</p> <p>9 whenever he announced that he only had half a day. So I</p> <p>10 guess I can't really address it now because you can't</p> <p>11 address it now because we don't know what the portions</p> <p>12 are that are sought to be designated.</p> <p>13 MR. LEWIN: Well, maybe we can --</p> <p>14 ARBITRATOR WALL: At the first break I would ask</p> <p>15 if you can provide Mr. Lewin, Mr. Garfinkel with that</p> <p>16 information so that -- and I suppose me, so that I can</p> <p>17 address that.</p> <p>18 Now, I'm not going to -- if we have other</p> <p>19 witnesses who are ready to go, I'm going to reserve to</p> <p>20 them the fact that they haven't rested yet until we can</p> <p>21 work out this deposition issue.</p> <p>22 MR. LEWIN: That seems fair, Your Honor.</p> <p>23 ARBITRATOR WALL: All right. Thanks.</p> <p>24 MR. LEWIN: This is a matter of schedules.</p> <p>25 Spencer tells me he can't hear anything. There's no</p>	<p style="text-align: right;">Page 996</p> <p>1 let's begin with Mr. Golshani.</p> <p>2 Mr. Golshani, will you -- oh. Go ahead.</p> <p>3 Whereupon,</p> <p>4 BEN GOLSHANI,</p> <p>5 having first been called as a witness, was duly sworn</p> <p>6 and testified as follows:</p> <p>7</p> <p>8 EXAMINATION</p> <p>9 BY MR. LEWIN:</p> <p>10 Q. Mr. Golshani, I'd like to go over a little bit of</p> <p>11 your background. When were you born?</p> <p>12 A. I was born in 1950.</p> <p>13 Q. And that makes you 71, approximately?</p> <p>14 A. Yes, sir.</p> <p>15 Q. And could you please explain to His Honor -- let</p> <p>16 me go back.</p> <p>17 When did you come to the United States?</p> <p>18 A. I came to the United States in 1979.</p> <p>19 Q. And would you outline your educational background</p> <p>20 for us, please?</p> <p>21 A. Yes. I have a BS degree and MS degree in civil</p> <p>22 engineering and structural engineering.</p> <p>23 Q. And where did you receive that degree?</p> <p>24 A. I received it in University of Tabriz in Iran.</p> <p>25 Q. And since you've been to the United States, have</p>
<p style="text-align: right;">Page 995</p> <p>1 sound. Are you able to allow him to have sound?</p> <p>2 ARBITRATOR WALL: Oh. All right. Hold on.</p> <p>3 That's going to be feedback. He can't hear anything?</p> <p>4 MR. LEWIN: He said there's no sound. Usually</p> <p>5 when I'm talking he prefers no sound.</p> <p>6 ARBITRATOR WALL: Well, I mean, the main system</p> <p>7 is up, so the room audio is on. I don't know maybe if</p> <p>8 it's his computer because this -- the room is not muted.</p> <p>9 MR. LEWIN: Okay. Let me --</p> <p>10 ARBITRATOR WALL: And the volume is almost all</p> <p>11 the way up.</p> <p>12 MR. LEWIN: So scheduling, my intention is to</p> <p>13 proceed with Mr. Golshani. I have a number of</p> <p>14 first-party witnesses that I've scheduled because</p> <p>15 they're Zoom witnesses.</p> <p>16 I have Jeff Chain scheduled for 11 o'clock. I</p> <p>17 may want to interrupt -- my plan is to interrupt</p> <p>18 Mr. Golshani if that were the case, if he is on, to take</p> <p>19 him.</p> <p>20 I have Ms. Schindler from JPMorgan who will be</p> <p>21 about ten minutes at 1:30.</p> <p>22 I have David LeGrand at 1:40.</p> <p>23 And we have Henry Manabat currently at 3 o'clock.</p> <p>24 We'll push him back depending on where we are.</p> <p>25 ARBITRATOR WALL: Okay. All right. So then</p>	<p style="text-align: right;">Page 997</p> <p>1 you had any further education?</p> <p>2 A. Yes. I took courses in extension items that I</p> <p>3 needed and courses.</p> <p>4 Q. And when you came to the United States, would you</p> <p>5 outline your work experience from that time?</p> <p>6 A. From when I came to the United States?</p> <p>7 Q. Yes.</p> <p>8 A. I started working for consulting engineers and</p> <p>9 then contractors, and later on I joined the government,</p> <p>10 City of Long Beach, and I worked there for some time</p> <p>11 supervising construction and designing structures and</p> <p>12 buildings.</p> <p>13 Q. And were you doing the same type of work,</p> <p>14 designing and supervising construction and designing</p> <p>15 buildings when you were working for contractors?</p> <p>16 A. In the Port of Long Beach?</p> <p>17 Q. Before you started working for Long Beach or Los</p> <p>18 Angeles, were you doing the same type of work?</p> <p>19 A. About the same, yes, sir.</p> <p>20 Q. And English is your second language. Right?</p> <p>21 A. That's correct.</p> <p>22 Q. And when you did work for the City of Long Beach,</p> <p>23 what did you do specifically?</p> <p>24 A. As I said, I designed buildings. I oversaw the</p> <p>25 construction, supervision of the construction, and</p>

<p style="text-align: right;">Page 998</p> <p>1 contracts. I granted contract bidding, things like</p> <p>2 that.</p> <p>3 Q. What department in the City of Long Beach were</p> <p>4 you in?</p> <p>5 A. I was in the department of design and</p> <p>6 construction.</p> <p>7 Q. Okay. And when you worked for Los Angeles, which</p> <p>8 department were you in?</p> <p>9 A. City of Los Angeles, I worked there in the</p> <p>10 department of building and safety.</p> <p>11 Q. Doing what?</p> <p>12 A. Checking plans, checking building plans.</p> <p>13 Q. And at some point in time, did you open your own</p> <p>14 business?</p> <p>15 A. Yes. After I worked a few years in city of Long</p> <p>16 Beach, I decided to work for myself.</p> <p>17 Q. And what kind of business did you open?</p> <p>18 A. I joined with some of my friends who were</p> <p>19 doing -- who were doing apartment buildings, and we</p> <p>20 would buy vacant land or tear down a building and get</p> <p>21 proper zoning and rebuild apartments and then subdivided</p> <p>22 them into condominiums and sold them.</p> <p>23 Q. In terms of the subdivision, what was your</p> <p>24 responsibility?</p> <p>25 A. Well, my responsibility was to check -- the civil</p>	<p style="text-align: right;">Page 1000</p> <p>1 Noveltex is.</p> <p>2 A. The business of Noveltex is to -- I was</p> <p>3 interested in environmentally friendly materials, so I</p> <p>4 went into that area, and I would bring material from</p> <p>5 Europe and from China. I went there and visited many</p> <p>6 mills in also Russia and picked some mills and started</p> <p>7 learning and hiring consultants as to know what to</p> <p>8 order. And I -- so I ended up bringing raw fabric to</p> <p>9 the United States, and in the United States I would dye</p> <p>10 and print them. So I had a design team to pick the</p> <p>11 designs, and we prepared fabric suitable for garment</p> <p>12 manufacturers.</p> <p>13 Q. It's a fabric business?</p> <p>14 A. Yes, sir.</p> <p>15 Q. Okay. What kind of fabric particularly?</p> <p>16 A. Linen from flax.</p> <p>17 Q. And you still have that business?</p> <p>18 A. Yes.</p> <p>19 Q. And in 20 -- let's talk about the period from</p> <p>20 2012 to 2016. Did your business require you to travel?</p> <p>21 A. A lot of travel.</p> <p>22 Q. What kind of travel were you required to do?</p> <p>23 A. Well, I traveled to negotiate business and I</p> <p>24 would check the production line, and I --</p> <p>25 Q. I just want to know where you were traveling and</p>
<p style="text-align: right;">Page 999</p> <p>1 engineer was doing the subdivision -- to check and read</p> <p>2 the CC&R and see if it is done the way we want.</p> <p>3 Q. And so at some point in time, did you open up a</p> <p>4 textile company?</p> <p>5 A. Yes. There was a downturn in construction and</p> <p>6 real estate, and I had friends in the textile. I had</p> <p>7 visited them a few times and I became interested, so</p> <p>8 they offered me a partnership and I accepted. And</p> <p>9 little by little I got more involved and I got</p> <p>10 interested in that business. It was both fun and it was</p> <p>11 a business, so I started doing textiles.</p> <p>12 Q. Did you ultimately open up a company called</p> <p>13 Noveltex?</p> <p>14 A. Yes. I formed a company called Noveltex,</p> <p>15 Incorporated.</p> <p>16 Q. When did you do that?</p> <p>17 A. I believe it was 1993.</p> <p>18 ARBITRATOR WALL: Can you spell the business?</p> <p>19 THE WITNESS: Pardon me?</p> <p>20 ARBITRATOR WALL: Can you spell the name of the</p> <p>21 business?</p> <p>22 THE WITNESS: Yes. N-O-V-E-L-T-E-X and then the</p> <p>23 next word is I-N-C, Incorporated.</p> <p>24 BY MR. LEWIN:</p> <p>25 Q. Describe to us generally what the business of</p>	<p style="text-align: right;">Page 1001</p> <p>1 how long you were traveling.</p> <p>2 A. You mean which countries?</p> <p>3 Q. Which countries, how often would you go? How</p> <p>4 often would you be traveling out of Los Angeles for</p> <p>5 business during the time period from 2012 to 2016?</p> <p>6 A. Well, in the 2012 to 2016, probably I would</p> <p>7 travel overseas three, four times a year.</p> <p>8 Q. And did you have other businesses during that</p> <p>9 same time period?</p> <p>10 A. Yes, I had other businesses.</p> <p>11 Q. What were the other businesses? Forgetting about</p> <p>12 businesses you had with Mr. Bidsal.</p> <p>13 A. Yes. I had other companies who were dealing with</p> <p>14 properties, purchasing property and managing them, and</p> <p>15 some of them were in distress situation, needed repair,</p> <p>16 so I would do the plan and I would hire contractor to</p> <p>17 renovate them and bring tenants. Things like that.</p> <p>18 Q. Did those other businesses require travel as</p> <p>19 well?</p> <p>20 A. Yes. They were in other states like Arizona, so</p> <p>21 it required a lot of my attention.</p> <p>22 Q. Now, in Noveltex in 2012, how many employees did</p> <p>23 you have?</p> <p>24 A. I had about 20 employees.</p> <p>25 Q. What was Noveltex's address?</p>

<p style="text-align: right;">Page 1002</p> <p>1 A. Noveltex's address is 2801 South Main Street in 2 downtown Los Angeles.</p> <p>3 Q. And is that where CLA's office is as well?</p> <p>4 A. Correct. Yes.</p> <p>5 Q. Were all of your business activities operated out 6 of that Main Street address?</p> <p>7 A. Yes.</p> <p>8 Q. In 2012, can you tell us how many different 9 properties you owned without giving a specific -- that 10 were commercial properties?</p> <p>11 A. In 2012. You know, I had invested in other 12 property, I believe, in Las Vegas in 2010 and then I had 13 some rental property, and that was about it.</p> <p>14 Q. When you say "rental property," what kind of 15 property was it?</p> <p>16 A. It was condominiums that I would buy and rent it.</p> <p>17 Q. Did you acquire any other commercial real estate 18 properties, not including the ones you had with 19 Mr. Bidsal?</p> <p>20 A. Yes.</p> <p>21 Q. Before December 31, 2016?</p> <p>22 A. Yes. Yes.</p> <p>23 Q. What other properties were those?</p> <p>24 A. Before 2016, I had a few properties. I had 25 acquired a few properties, as I said. Mostly distressed</p>	<p style="text-align: right;">Page 1004</p> <p>1 time ago. You know, when you have family gathering, we 2 meet.</p> <p>3 Q. Now, at some point in time, did you become 4 friendly with him in the United States?</p> <p>5 A. Yes.</p> <p>6 Q. And when was that?</p> <p>7 A. Sometime in 2009, 2010 we met again and we 8 started talking.</p> <p>9 Q. Is it fair to say before that time while you were 10 in the United States you did not have any kind of real 11 relationship with him, other than being family members?</p> <p>12 A. No.</p> <p>13 Q. Is that yes?</p> <p>14 A. No. We didn't -- I know of him and probably he 15 knew of me, but we were not in contact.</p> <p>16 Q. And at a point time did you and Mr. Bidsal start 17 talking about business matters, real estate matters?</p> <p>18 A. At one point?</p> <p>19 Q. Yes.</p> <p>20 A. It was 2010.</p> <p>21 Q. And how did that come about?</p> <p>22 A. Well, we met at a family gathering, and he was 23 talking about his investment and dealing in Las Vegas, 24 and he thought that that was a very good -- I mean, it's 25 a very good place to invest. I did have an investment</p>
<p style="text-align: right;">Page 1003</p> <p>1 in city of Phoenix, and I had been working on those.</p> <p>2 Q. And were you managing those properties, the 3 commercial properties?</p> <p>4 A. Yes.</p> <p>5 Q. For example, in the Phoenix property, what kind 6 of property is that?</p> <p>7 A. Well --</p> <p>8 Q. I just want to know is it a shopping center? 9 Apartment building?</p> <p>10 A. One is an office building, and the other one is a 11 shopping center.</p> <p>12 Q. And were you managing those properties?</p> <p>13 A. Not personally. I have property manager, but I 14 make sure that everything is in order.</p> <p>15 Q. So let's talk about Mr. Bidsal. How do you know 16 Mr. Bidsal?</p> <p>17 A. I knew Mr. Bidsal, you know, from a long time 18 ago. We are relatives. He is my cousin.</p> <p>19 Q. First cousin?</p> <p>20 A. Yes. First cousin.</p> <p>21 Q. And he's related to which of your brothers and 22 sisters?</p> <p>23 A. His mother is my father's sister.</p> <p>24 Q. And when did you first meet him? Where were you?</p> <p>25 A. I met him when he was a very young boy. Long</p>	<p style="text-align: right;">Page 1005</p> <p>1 about that time also, so we had something in common, and 2 we started talking about general business.</p> <p>3 Q. And after that, are you able to tell us when in 4 2010 this took place?</p> <p>5 A. The meeting?</p> <p>6 Q. When you said you had a family gathering. Can 7 you pinpoint that?</p> <p>8 A. Probably was, you know, early 2010 sometime.</p> <p>9 Q. And after that meeting, did you do anything to 10 further investigate real estate opportunities in Las 11 Vegas?</p> <p>12 A. As I said, we -- I had -- I was investing, and 13 generally when you're investing in a place, you would 14 research that place. I did.</p> <p>15 Q. When was the next time that you had any 16 discussions with Mr. Bidsal about business 17 opportunities?</p> <p>18 A. Well, when at that family gathering, as I said, 19 he was talking about investment, and, you know, we 20 started talking to each other. So at the end he told me 21 when -- I told him that I'm coming to Vegas. He said, 22 "Next time you are there, give me a call." And you 23 know, a few months probably passed and then one time I 24 came here with one of my friends, and I called him and 25 he happened to be here, so I -- he gave me his address.</p>

<p style="text-align: right;">Page 1006</p> <p>1 I went there to visit him and say hello and, you know, 2 talk or have a coffee. Things like that.</p> <p>3 Q. And from that point on, did your relationship 4 with Mr. Bidsal grow in terms of friendliness?</p> <p>5 A. Yes. We -- at that time we went and he showed me 6 some of his projects, and then we talked a lot about 7 other matters, about family and about philosophy and a 8 lot of things, and after that we had -- we would have a 9 meeting and, yeah, it developed to a friendship.</p> <p>10 Q. Did your family and his family socialize 11 together?</p> <p>12 A. Yes. I introduced our family to each other and 13 they became very -- they hit it off. They became very 14 good friends and we would do a lot of events, four of 15 us. We would go to different cities, places, and for 16 lunch, dinner.</p> <p>17 Q. And what's the time period we're talking about 18 now?</p> <p>19 A. I'm talking about mid-2010.</p> <p>20 Q. Did there come a time in mid-2010 when you 21 discussed entering into a possible business relationship 22 with Mr. Bidsal?</p> <p>23 A. Yes.</p> <p>24 Q. And when was that?</p> <p>25 A. I don't remember the exact time, but during all</p>	<p style="text-align: right;">Page 1008</p> <p>1 and he were talking about investing in?</p> <p>2 A. He was telling me that the market in Las Vegas is 3 distressed at that time. There is a lot of 4 foreclosures. There are a lot of nonperforming loan 5 notes that we can buy and invest. My partners on the 6 property --</p> <p>7 Q. I just want to talk about what you and Mr. Bidsal 8 talked about.</p> <p>9 A. All right.</p> <p>10 Q. So you're talking about possibly buying 11 distressed properties and nonperforming loans. Is that 12 it?</p> <p>13 A. That's right.</p> <p>14 Q. So did you and he discuss how you could invest in 15 distressed properties or nonperforming loans?</p> <p>16 A. We did discuss, yes.</p> <p>17 Q. And what was said between you and him about that?</p> <p>18 A. In term of how to do it?</p> <p>19 Q. Yeah. How would you go about it?</p> <p>20 A. How do we go about it? We decided to become 21 partners, and he told me that he has -- he has to work 22 on --</p> <p>23 Q. I'm not going to that part yet. How would you go 24 about -- what kind of investments were you going to look 25 for and --</p>
<p style="text-align: right;">Page 1007</p> <p>1 of these gathering and talks, he was talking that 2 because of the -- those downturn of economy and real 3 estate, he said that things are not doing good and -- 4 but he said he thinks that very soon it is going to be 5 over and there is going to be a return and everything 6 would be good, and it is a good idea to invest at that 7 time.</p> <p>8 And he said that because of the economy, he was 9 short in cash and he was looking for investor, and after 10 a few time -- at that time, I had a lot of liquidity on 11 the money -- my money and relative money. And one of 12 those incidences that, you know, he was talking about 13 the opportunity and him wanting to participate, but he 14 was short on cash I said, "You know, I have a lot of 15 cash, and if you like, we can work together."</p> <p>16 Q. Okay. I want to put some time frame here. Do 17 you remember when this conversation took place?</p> <p>18 A. It was, like I said, 2010.</p> <p>19 Q. But was it beginning? Middle?</p> <p>20 A. Middle.</p> <p>21 Q. Okay. And when Mr. Bidsal was talking about real 22 estate opportunities, did he describe to you what he 23 thought the real estate opportunities were?</p> <p>24 A. Yes.</p> <p>25 Q. What were the real estate opportunities that you</p>	<p style="text-align: right;">Page 1009</p> <p>1 A. Oh. We were going to invest in nonperforming 2 loan and distressed properties because we had ability 3 to -- if they needed construction, to take care of them.</p> <p>4 Q. So at some point in time had you and he reached 5 an agreement as to how you would proceed with the 6 business relationship?</p> <p>7 A. Yes, we did.</p> <p>8 Q. And had you discussed how you would go about 9 locating either distressed properties or nonperforming 10 loans before you made that decision?</p> <p>11 A. Yes.</p> <p>12 Q. And what was that discussion, please?</p> <p>13 A. He said that he knows a lot of brokers in Vegas 14 and in other cities in California that is active and 15 they bring him good deals, and he talked about buying 16 properties in auction. There were different companies 17 that were offering both properties: distressed 18 properties and nonperforming notes. Those are the 19 things that he told me that he could do.</p> <p>20 Q. Was there a point in time when you and Mr. Bidsal 21 agreed to the terms of your partnership and proceeding?</p> <p>22 A. Yes.</p> <p>23 Q. And can you tell us when and give us an 24 approximate time frame about when that was?</p> <p>25 A. Well, it was, you know, in 2010. Sometime in</p>

<p style="text-align: right;">Page 1010</p> <p>1 June, July. In the summer.</p> <p>2 Q. And did you and he discuss the terms of what the</p> <p>3 relationship would be?</p> <p>4 A. Yes.</p> <p>5 Q. And tell us what you and he agreed on in terms of</p> <p>6 what the business agreement would be.</p> <p>7 A. He told me that to become partner, because of the</p> <p>8 economy situation, is -- cash is tight and he's short on</p> <p>9 cash, and he said that he needs to do a lot of work</p> <p>10 and -- you know, to find the properties, and he told me</p> <p>11 that I need to come up with 60 percent of the investment</p> <p>12 and he would take care of the other 40 percent. And so</p> <p>13 this was one of the agreements that we made at that</p> <p>14 time.</p> <p>15 Q. Anything else?</p> <p>16 A. Yes.</p> <p>17 Q. Explain to us -- tell us whatever terms you and</p> <p>18 he agreed on.</p> <p>19 A. All of them?</p> <p>20 Q. Yes.</p> <p>21 A. Well, during many meetings that we discussed,</p> <p>22 he -- I agreed with that, and then I told him that I</p> <p>23 need to get, you know -- I don't mind investing more,</p> <p>24 but I need to get my money back. So we discussed as to</p> <p>25 how it should happen. He was telling me I need to</p>	<p style="text-align: right;">Page 1012</p> <p>1 agreement. I object to the question because it assumes</p> <p>2 there was some sort of agreement at that point in time.</p> <p>3 I don't mind the discussion about what they were</p> <p>4 thinking about, but when he's asking what the agreement</p> <p>5 was and what the terms of the agreement were, then</p> <p>6 that's objectionable under the statute of frauds.</p> <p>7 ARBITRATOR WALL: You're talking about an oral</p> <p>8 agreement. Right?</p> <p>9 MR. LEWIN: That's right.</p> <p>10 ARBITRATOR WALL: You're talking about the</p> <p>11 discussions they had?</p> <p>12 MR. LEWIN: And what terms that they had agreed</p> <p>13 to to go forward.</p> <p>14 ARBITRATOR WALL: Okay. But, I mean, obviously</p> <p>15 if it's before the writing takes place -- and then the</p> <p>16 writing subsumes and supercedes any discussions they had</p> <p>17 before. If you're limiting this to the discussions they</p> <p>18 had --</p> <p>19 MR. GERRARD: I have no objection to what they</p> <p>20 discussed. It's the "What did you agree to?" That's</p> <p>21 what I have an objection to because --</p> <p>22 MR. LEWIN: The point of this actual testimony,</p> <p>23 Your Honor, what they actually had agreed to in terms of</p> <p>24 an oral agreement and how that is consistent with the</p> <p>25 terms of the operating agreement.</p>
<p style="text-align: right;">Page 1011</p> <p>1 invest more. However, he said that because he's going</p> <p>2 to work there, the income that we get from the rent --</p> <p>3 net income from the rent, we divide it 50/50. And then</p> <p>4 I asked -- I told him that I invest more. However, I</p> <p>5 need to get my investment back and become a part on the</p> <p>6 investment. He said, "Yeah, we can arrange that." And</p> <p>7 then he said that we agree that when -- beyond that rent</p> <p>8 money, the net rent money, whatever earning we had, we</p> <p>9 distributed according to our share of investment until</p> <p>10 our capital account becomes zero.</p> <p>11 Q. Did you talk about what kind of entity you would</p> <p>12 be forming?</p> <p>13 A. Yeah. The entity would be a limited liability</p> <p>14 corporation, which is good for real estate business.</p> <p>15 And then --</p> <p>16 Q. You're telling us about what you and Mr. Bidsal</p> <p>17 agreed to. Right?</p> <p>18 A. Yes.</p> <p>19 Q. I want you to focus on what agreements you</p> <p>20 entered into before you started buying properties.</p> <p>21 MR. GERRARD: I'm going to have to object to the</p> <p>22 question. Obviously the question lacks foundation</p> <p>23 because it assumes that there was an agreement at this</p> <p>24 point in time, and as all we know, under the Statute of</p> <p>25 Frauds, it would have to be in writing to be an</p>	<p style="text-align: right;">Page 1013</p> <p>1 MR. GERRARD: That's objectionable, Your Honor,</p> <p>2 because under our Statute of Frauds in NRS 111.205 and</p> <p>3 210, you cannot have an oral agreement that lasts for</p> <p>4 beyond a year, and certainly not one for the purchase of</p> <p>5 real estate. So, you know, this idea that there was</p> <p>6 some agreement, it's objectionable because under the law</p> <p>7 it cannot exist.</p> <p>8 Having a discussion about what we might agree to</p> <p>9 in the future in a written agreement, I don't have any</p> <p>10 objection to that. But saying that you agree to it and</p> <p>11 that these were the terms, I'd absolutely have an</p> <p>12 objection to that because it's a violation of the</p> <p>13 Statute of Frauds.</p> <p>14 MR. LEWIN: It's an oral partnership to go</p> <p>15 forward, and the purpose of that is only to show that</p> <p>16 when it was reduced in writing -- to interpret the</p> <p>17 writing, what their understanding on the going-forward</p> <p>18 basis was, and that understanding and agreement between</p> <p>19 the parties tends to show the interpretation of the</p> <p>20 written agreement.</p> <p>21 ARBITRATOR WALL: But there's a difference to me</p> <p>22 between couching it as an oral agreement that can be</p> <p>23 enforced as opposed to "Here's what we discussed as</p> <p>24 evidence of the intention of the parties at the time</p> <p>25 that the operating agreement was drafted."</p>

<p style="text-align: right;">Page 1014</p> <p>1 MR. LEWIN: That's the purpose of my questions.</p> <p>2 ARBITRATOR WALL: On the first one I would</p> <p>3 sustain the objection. When we say "What was the</p> <p>4 agreement," it's kind of a generic term in terms of what</p> <p>5 we discussed. That's the way I'm interpreting it.</p> <p>6 MR. GERRARD: Can we have him phrase the question</p> <p>7 "What did you discuss" instead of "What was the</p> <p>8 agreement," because that would violate 111.220?</p> <p>9 ARBITRATOR WALL: And I would sustain that.</p> <p>10 BY MR. LEWIN:</p> <p>11 Q. Mr. Golshani, did you and Mr. Bidsal discuss how</p> <p>12 the LLC would be managed?</p> <p>13 A. Yes.</p> <p>14 Q. What was said about that between you and</p> <p>15 Mr. Bidsal?</p> <p>16 A. What do you mean -- how the LLC was formed?</p> <p>17 Q. In terms of did you and he discuss who would be</p> <p>18 the manager of the LLC?</p> <p>19 A. Yeah. We had discussed all of that. We agreed</p> <p>20 that both of us would be the manager and managing the</p> <p>21 company. Co-managers. And at that time we -- he told</p> <p>22 me that he has companies, management companies, that</p> <p>23 manage real estate, and he will take care of the</p> <p>24 day-to-day management of the property. All right? We</p> <p>25 made other -- we had other discussions.</p>	<p style="text-align: right;">Page 1016</p> <p>1 A. Well, yes. We discussed that.</p> <p>2 Q. And tell me what you and he discussed about that.</p> <p>3 A. We discussed that the best way to avoid any</p> <p>4 dispute or any issues is we take the number from the tax</p> <p>5 return, the net income from the tax return, and that</p> <p>6 would be what we divide 50/50.</p> <p>7 Q. Net income from where?</p> <p>8 A. From rent.</p> <p>9 Q. How would any other distributions be distributed?</p> <p>10 A. And the other -- the other monies in the company</p> <p>11 would be distributed pro rata the investment share.</p> <p>12 Q. Until when?</p> <p>13 A. Until all the capital are paid and we are equal</p> <p>14 zero, and after that, everything else would be 50/50</p> <p>15 also.</p> <p>16 Q. You heard the claim that Mr. Bidsal had paid --</p> <p>17 that ultimately in the operating agreement the deal was</p> <p>18 that all distributions were to be 50/50 until</p> <p>19 substantially all the assets were sold. Was that ever</p> <p>20 mentioned to you?</p> <p>21 A. No.</p> <p>22 Q. Did the 60/40 ever change to 70/30?</p> <p>23 A. Yes.</p> <p>24 Q. And when did that take place?</p> <p>25 A. We started working together, and -- and we</p>
<p style="text-align: right;">Page 1015</p> <p>1 Q. What other discussions did you have about how you</p> <p>2 would proceed to work together?</p> <p>3 A. Well, one of the conditions that I had -- as I</p> <p>4 said, we had extremely good relationship at that time.</p> <p>5 I told him that, you know, we are becoming partners as</p> <p>6 friends and relative, and we are going to be working and</p> <p>7 everything should be doing good. The same way we became</p> <p>8 partner, if one of the partners doesn't want to continue</p> <p>9 with the partnership, for no reason even, he should be</p> <p>10 able to do that.</p> <p>11 And he told me that he has experience in this</p> <p>12 matter and he would form the company and have -- he</p> <p>13 knows attorneys and they will write buy/sell agreement,</p> <p>14 but as a partner -- any partner could offer value for</p> <p>15 the company and the other partner would be able to</p> <p>16 either buy/sell at the same property or -- same at the</p> <p>17 sale price or buy at the same valuation within certain</p> <p>18 limit of time, of course, and all that. That was my</p> <p>19 other condition.</p> <p>20 Q. So you indicated that there was a discussion</p> <p>21 about Mr. Bidsal would receive 50 percent of the rent</p> <p>22 income?</p> <p>23 A. Yes.</p> <p>24 Q. Was there a discussion about how that was going</p> <p>25 to be calculated?</p>	<p style="text-align: right;">Page 1017</p> <p>1 started from looking at the property in California and</p> <p>2 different cities. We went together and they were not</p> <p>3 performing, so we would get the package, and it was</p> <p>4 thousands of pages we divided them among ourselves and</p> <p>5 shared the information.</p> <p>6 Q. I'm going to come to this, but right now I just</p> <p>7 want to know when did the deal change from 60/40 to</p> <p>8 70/30? Approximately.</p> <p>9 A. When we were a few months working together, one</p> <p>10 day he told me, "Ben, I have put a lot of work in this,</p> <p>11 and both now and after, if you buy something, if you buy</p> <p>12 and turn a piece of property or turn a loan to a</p> <p>13 property, there is a lot of work involved, and I have</p> <p>14 companies and are expenses and all that. I thought that</p> <p>15 60/40 is not going to cover it. I need it to be changed</p> <p>16 70/30."</p> <p>17 Q. Approximately in time when was this?</p> <p>18 A. It was probably late 2010/beginning of 2011.</p> <p>19 Q. For how many months had you and he been working</p> <p>20 together looking at properties and whatnot?</p> <p>21 A. We worked from -- I mean, up to what point?</p> <p>22 Q. At the point in time where he said, "I need 70/30</p> <p>23 instead of 60/40," how much time had you spent</p> <p>24 investigating properties?</p> <p>25 A. A few months we were looking for properties and</p>

<p style="text-align: right;">Page 1018</p> <p>1 had bid on properties, but we were not successful.</p> <p>2 Q. All right. Okay. So going back after when you</p> <p>3 and Mr. Bidsal were talking about working together and</p> <p>4 what the terms of that relationship would be, after</p> <p>5 you -- after you agreed to the general structure of how</p> <p>6 you were going to proceed, what did you --</p> <p>7 MR. GERRARD: Objection to the question again.</p> <p>8 There was no agreement as to how he was going to proceed</p> <p>9 in terms of Nevada law NRS 111.220.</p> <p>10 ARBITRATOR WALL: With that understanding that</p> <p>11 you're talking about the discussions they had as opposed</p> <p>12 to an enforceable agreement.</p> <p>13 MR. LEWIN: We're not going to claim that there</p> <p>14 was an enforceable agreement until he puts up cash. At</p> <p>15 this point is how they agreed to go forward.</p> <p>16 MR. GERRARD: Again, that's the problem. They</p> <p>17 had not agreed to go forward in a legal fashion until an</p> <p>18 agreement actually existed, and under Nevada law you</p> <p>19 can't have an agreement before it's in writing.</p> <p>20 ARBITRATOR WALL: That's true.</p> <p>21 So rephrase, please.</p> <p>22 BY MR. LEWIN:</p> <p>23 Q. In essence, through these discussions, you and</p> <p>24 Mr. Bidsal had agreed that as a mechanism for going</p> <p>25 forward to try to locate properties to be possibly</p>	<p style="text-align: right;">Page 1020</p> <p>1 but ultimately the operating agreement -- and he's</p> <p>2 talking about discussions he had in 2011 -- beginning of</p> <p>3 2011, which is after the operating agreement is</p> <p>4 executed, so that's a little different. So --</p> <p>5 MR. LEWIN: Your Honor, I'm only offering -- they</p> <p>6 had an understanding about how they were going to</p> <p>7 proceed and to locate properties.</p> <p>8 ARBITRATOR WALL: I like "understanding" better</p> <p>9 than "agreement."</p> <p>10 BY MR. LEWIN:</p> <p>11 Q. After you and Mr. Bidsal had the going-forward</p> <p>12 understanding, what did you and he do in terms of trying</p> <p>13 to locate the distressed properties or nonperforming</p> <p>14 loans?</p> <p>15 A. He was looking and I started looking. We were</p> <p>16 both subscribed with the magazine that Auction.com would</p> <p>17 send every once or twice a month, and we would look at</p> <p>18 their property and share the information. That was one</p> <p>19 way to do it. And then he knew brokers and then I took</p> <p>20 him to some properties that my brokers showed. We</p> <p>21 were -- these are the things that we were doing to look</p> <p>22 at properties.</p> <p>23 Q. Did you look at properties together?</p> <p>24 A. Yes.</p> <p>25 Q. Where did you look at properties? In what</p>
<p style="text-align: right;">Page 1019</p> <p>1 purchased. Is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. Going forward, is it true that's the</p> <p>4 understanding you would have -- what you ultimately</p> <p>5 would hope to put into a formal agreement?</p> <p>6 A. We made that agreement. That's why we both</p> <p>7 started spending a lot of time on that.</p> <p>8 Q. So this is still in 2010. What did --</p> <p>9 MR. GERRARD: Objection. Leading.</p> <p>10 MR. LEWIN: He just said it was 2010.</p> <p>11 ARBITRATOR WALL: All right.</p> <p>12 BY MR. LEWIN:</p> <p>13 Q. I'm going to term it the "going forward</p> <p>14 agreement."</p> <p>15 MR. GERRARD: Again, Your Honor, I object to the</p> <p>16 use of the word "agreement."</p> <p>17 ARBITRATOR WALL: You can't -- here's the thing:</p> <p>18 If you're eliciting the testimony because you want that</p> <p>19 agreement orally between them enforced --</p> <p>20 MR. LEWIN: No, I don't.</p> <p>21 ARBITRATOR WALL: -- the law of course doesn't</p> <p>22 allow that. So you keep couching the questions in that</p> <p>23 vein, "based on your agreement." All of that. An</p> <p>24 agreement is a little bit of a term of art. I've</p> <p>25 already told you I'm taking this as they're discussions,</p>	<p style="text-align: right;">Page 1021</p> <p>1 states?</p> <p>2 A. Well, like I said, we started from California.</p> <p>3 We would go to city of Glendale I remember. Looked at a</p> <p>4 few properties over there. We went to Bakersfield and,</p> <p>5 you know, north of Los Angeles. There were many of them</p> <p>6 available even to look at those. And also we came to</p> <p>7 Las Vegas to look at properties.</p> <p>8 Q. Where did Mr. Bidsal live at this time?</p> <p>9 A. I believe that he was living in Los Angeles, but</p> <p>10 he spent a lot of time in Las Vegas.</p> <p>11 Q. And so did you look at properties in Las Vegas?</p> <p>12 A. Yes.</p> <p>13 Q. Did you travel to Las Vegas to look at property?</p> <p>14 A. Yes. We traveled together.</p> <p>15 Q. You traveled from Los Angeles with Mr. Bidsal to</p> <p>16 look at properties?</p> <p>17 A. Yes.</p> <p>18 Q. How many trips?</p> <p>19 A. Many trips. Probably four or five, and each trip</p> <p>20 would be two, three days. You want me to tell them</p> <p>21 about --</p> <p>22 Q. No. We don't need to go any specifics.</p> <p>23 When you were in Las Vegas, what did you do</p> <p>24 together?</p> <p>25 A. What we were doing?</p>

<p style="text-align: right;">Page 1022</p> <p>1 Q. Yeah. Generally.</p> <p>2 A. Well, I would pick him up in my car and we came</p> <p>3 here, and then we had those brochures that we had</p> <p>4 together looked at in some coffee shops and made notes</p> <p>5 and appraised them as to which one we want to look at,</p> <p>6 and then I was driving and we would go look at the</p> <p>7 properties one by one, and he was making notes.</p> <p>8 Q. And so over what period of time were you doing</p> <p>9 this, looking at properties? Let me break that up.</p> <p>10 At one point in time you bid at the auction to</p> <p>11 acquire the Green Valley/Henderson note?</p> <p>12 MR. GERRARD: Objection. Leading.</p> <p>13 ARBITRATOR WALL: Overruled.</p> <p>14 BY MR. LEWIN:</p> <p>15 Q. My question is: Before that, how many properties</p> <p>16 did you look at with Mr. Bidsal?</p> <p>17 A. In Las Vegas?</p> <p>18 Q. Las Vegas or anywhere else.</p> <p>19 A. So many. In Las Vegas alone I think it was over</p> <p>20 70, 80 that we covered. Even more.</p> <p>21 Q. And now, Mr. Bidsal testified that you only</p> <p>22 looked at a few properties together. Is that true?</p> <p>23 A. No.</p> <p>24 Q. You looked at 70, 80 properties alone in Las</p> <p>25 Vegas?</p>	<p style="text-align: right;">Page 1024</p> <p>1 We shared the information. And we did that for many</p> <p>2 properties.</p> <p>3 Q. At some point in time were you introduced to</p> <p>4 someone named Jeff Chain, C-H-A-I-N?</p> <p>5 A. Yes, I was.</p> <p>6 Q. And who introduced you to Mr. Chain?</p> <p>7 A. Mr. Bidsal introduced me.</p> <p>8 Q. And what did you understand Mr. Chain did for a</p> <p>9 living?</p> <p>10 A. Mr. Chain was a broker at that time and they had</p> <p>11 a relationship. He was very familiar with the Las Vegas</p> <p>12 area and he was familiar with the process of purchasing</p> <p>13 notes and converting them to the real property.</p> <p>14 Q. Okay. And did he have a role with respect to the</p> <p>15 potential acquisition of distressed properties or</p> <p>16 nonperforming notes with you and Mr. Bidsal?</p> <p>17 A. Yes, he did. What -- we would go to him and</p> <p>18 share with him what we had found or what we were</p> <p>19 interested. He would look at them. Many of them he</p> <p>20 knew and he would give us recommendation as to what is a</p> <p>21 good deal to go into and what is not.</p> <p>22 Q. Okay. Ultimately he was -- strike that.</p> <p>23 Skipping ahead now, was he involved in the</p> <p>24 acquisition of the Green Valley note and deed of trust?</p> <p>25 A. Yes, he was, and he acted as our broker, and then</p>
<p style="text-align: right;">Page 1023</p> <p>1 MR. GERRARD: Objection.</p> <p>2 ARBITRATOR WALL: Sustained. He already kind of</p> <p>3 said that.</p> <p>4 BY MR. LEWIN:</p> <p>5 Q. All right. You said you received materials about</p> <p>6 these properties. The properties that you were</p> <p>7 interested in possibly trying to invest in, what kind of</p> <p>8 due diligence did you do or did you understand</p> <p>9 Mr. Bidsal was doing on those properties?</p> <p>10 A. Well, like I said, because it was nonperforming</p> <p>11 loans, it came with a big package. Thousands of pages</p> <p>12 of documents. And then so we couldn't -- whatever</p> <p>13 property we saw, we couldn't go and look at those.</p> <p>14 First we looked at the property to see which one we are</p> <p>15 interested, and then we went and we visit the property.</p> <p>16 And after that we started looking at the loan documents,</p> <p>17 environmental reports, appraisals that came with it,</p> <p>18 rent rolls. So many documents. It was so much.</p> <p>19 We divided -- I was good at the environmental</p> <p>20 because I had done environmental work and I would get</p> <p>21 those. I would get the one that had to do with the</p> <p>22 legal description survey, which was my line of work, and</p> <p>23 later on I would get appraisals and then I would -- in</p> <p>24 some of them, I would read the loan docs and report to</p> <p>25 him and he would tell me what he saw in the loan docs.</p>	<p style="text-align: right;">Page 1025</p> <p>1 after, he was involved.</p> <p>2 Q. What was the name of his company?</p> <p>3 A. I believe Millennium.</p> <p>4 Q. Can you take out Exhibit No. 3, please? Just in</p> <p>5 the binder. It's the settlement agreement for the note</p> <p>6 purchase.</p> <p>7 MR. GARFINKEL: Exhibit 3 is going to be over</p> <p>8 here.</p> <p>9 MR. LEWIN: It should be there.</p> <p>10 MR. GARFINKEL: No, it's not. Here it is.</p> <p>11 THE WITNESS: Thank you.</p> <p>12 BY MR. LEWIN:</p> <p>13 Q. It says in terms of -- there's a commission paid</p> <p>14 to Millennium Commercial. Is that Mr. Chain's company?</p> <p>15 A. Yes.</p> <p>16 Q. Do you see it says finder's fee of \$19,250?</p> <p>17 A. That's right.</p> <p>18 Q. Okay.</p> <p>19 A. Let me see.</p> <p>20 Q. Just at the same auction that you acquired the</p> <p>21 Green Valley note and deed of trust and distressed loan</p> <p>22 package, were you also successful in bidding on another</p> <p>23 distressed property?</p> <p>24 A. Yes. On that same day we bought another note.</p> <p>25 Q. Was that the Country Club?</p>

<p style="text-align: right;">Page 1026</p> <p>1 A. Yeah.</p> <p>2 Q. Was there a broker on that deal?</p> <p>3 A. Jeff Chain.</p> <p>4 Q. Okay. Going back in time, you said that you and</p> <p>5 Mr. Bidsal were investigating properties. Did you end</p> <p>6 up -- talking about before the Green Valley note. Did</p> <p>7 you and Mr. Bidsal bid on any other properties or notes?</p> <p>8 A. Yes, we did.</p> <p>9 Q. Would you tell us, are you talking through</p> <p>10 Auction.com?</p> <p>11 A. Through Auction.com, yes.</p> <p>12 Q. And how many other properties did you and</p> <p>13 Mr. Bidsal bid on? I'm talking, again, before the Green</p> <p>14 Valley.</p> <p>15 A. I understand. I don't know the number, but we</p> <p>16 did bid on some properties, but --</p> <p>17 Q. In order to bid at an auction, what do you have</p> <p>18 to do in order to submit a bid?</p> <p>19 A. In order to bid in an auction, you first need to</p> <p>20 guarantee, like, earnest money, couple of percent, and</p> <p>21 send to auction. However, they would also accept credit</p> <p>22 card. Then you need to -- you need to -- you need to</p> <p>23 send them proof of fund to prove that you would -- you</p> <p>24 are able to come up with the money if you got awarded.</p> <p>25 Auction.com --</p>	<p style="text-align: right;">Page 1028</p> <p>1 Q. When the credit card is delivered to Auction.com,</p> <p>2 do they actually charge the credit card or --</p> <p>3 A. No. They block -- let's say if it took \$50,000</p> <p>4 to bid, they block that amount from your credit. You</p> <p>5 couldn't use it.</p> <p>6 Q. When would they charge the card, if ever?</p> <p>7 A. They never -- if you were not the winner of</p> <p>8 the -- of the bidding, they would just release it. If</p> <p>9 you were the winner, you had to immediately pay</p> <p>10 10 percent -- wire them 10 percent money and they would</p> <p>11 release that block.</p> <p>12 Q. So was your credit card ever actually charged?</p> <p>13 A. I don't remember it was charged, but it was</p> <p>14 blocked. Sometimes I had difficulty.</p> <p>15 Q. Was that credit card used in connection with the</p> <p>16 Green Valley auction?</p> <p>17 A. Yes.</p> <p>18 Q. And I just want to make sure you know what I mean</p> <p>19 when I say Green Valley auction --</p> <p>20 A. Yes.</p> <p>21 Q. -- and also the Country Club auction?</p> <p>22 A. Yes.</p> <p>23 MR. GERRARD: Objection. Lack of foundation.</p> <p>24 ARBITRATOR WALL: Overruled.</p> <p>25 ///</p>
<p style="text-align: right;">Page 1027</p> <p>1 Q. So you had to first of all put up a credit card</p> <p>2 or something in order to be able to bid. Right?</p> <p>3 A. Yes.</p> <p>4 Q. And when you and Mr. Bidsal started bidding on</p> <p>5 properties, whose credit card was put up?</p> <p>6 A. Well, like I said, he had informed me that he was</p> <p>7 not in a good shape financially, and I volunteered to</p> <p>8 give my credit cards. It was a few hundred thousand</p> <p>9 dollars altogether, and he would use those credit cards</p> <p>10 to be able to get into the bid.</p> <p>11 Q. Had you or Mr. Bidsal discussed through what</p> <p>12 entity you would be doing the bidding?</p> <p>13 A. What happened, yes.</p> <p>14 Q. What entity did you discuss doing the bidding on</p> <p>15 the joint behalf?</p> <p>16 A. The name of the entity, he said that he could bid</p> <p>17 under West Coast Investment, and there is another</p> <p>18 company. I believe Real Equity. That company would act</p> <p>19 as our agent to take care of the property, but we have</p> <p>20 to take care of the financial and we have to take care</p> <p>21 of the proof of funds.</p> <p>22 Q. Do you recall when you first gave Mr. Bidsal the</p> <p>23 credit card or use of the credit card?</p> <p>24 A. I -- well, it was sometime in 2010 later on, but</p> <p>25 I don't remember exactly.</p>	<p style="text-align: right;">Page 1029</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. At some point in time did you ask Mr. Bidsal to</p> <p>3 release the card?</p> <p>4 A. Yes. What happened, I was going to Europe, and I</p> <p>5 wanted to, you know, buy ticket, and, you know, I had</p> <p>6 some expenses that I was paying with the credit card,</p> <p>7 and I realized that there is not much credit left, so I</p> <p>8 wrote him an Email. I said, "Would you please release,"</p> <p>9 because I believe that he used that credit card to bid</p> <p>10 on other deals that he had since my limit was high. And</p> <p>11 then he released some of it.</p> <p>12 Q. Did Mr. Bidsal acknowledge he received the Email</p> <p>13 from you?</p> <p>14 A. Pardon me?</p> <p>15 Q. Did Mr. Bidsal tell you he received the Email</p> <p>16 from you?</p> <p>17 A. Yes.</p> <p>18 Q. I'd like to mark as Exhibit 203, we have an Email</p> <p>19 February 21, 2012, which was marked in the first</p> <p>20 arbitration as Exhibit 40.</p> <p>21 MR. SHAPIRO: Is there a Bates stamp?</p> <p>22 MR. GERRARD: No. We object obviously, but --</p> <p>23 ARBITRATOR WALL: Hold on.</p> <p>24 MR. LEWIN: It is one of our exhibits. I think</p> <p>25 on the exhibit list where the exhibits that were listed</p>

<p style="text-align: right;">Page 1030</p> <p>1 in the first arbitration.</p> <p>2 ARBITRATOR WALL: Please hold on.</p> <p>3 MR. SHAPIRO: Well, 203, you didn't get to 203.</p> <p>4 That's a new one.</p> <p>5 ARBITRATOR WALL: Let him finish. He's talking</p> <p>6 about did you have a general --</p> <p>7 MR. LEWIN: We had identified it as an exhibit, I</p> <p>8 believe. Let me take a look where it is.</p> <p>9 MR. GERRARD: What exhibit number was it in the</p> <p>10 last arbitration?</p> <p>11 ARBITRATOR WALL: You have -- is it in 196, 197,</p> <p>12 or 198?</p> <p>13 MR. LEWIN: This would be in 198. It would be</p> <p>14 Exhibit 40, so it's in this book.</p> <p>15 MR. GERRARD: It's not in the book. That's the</p> <p>16 problem.</p> <p>17 ARBITRATOR WALL: Hold on. 198.</p> <p>18 MR. GERRARD: Which exhibit number did you say it</p> <p>19 was from the past?</p> <p>20 ARBITRATOR WALL: 40. So it's one of the last</p> <p>21 four or five pages. Six or eight pages in from the back</p> <p>22 of 198.</p> <p>23 Any objection to 40?</p> <p>24 MR. GERRARD: No, but I object to 2-0 whatever it</p> <p>25 is.</p>	<p style="text-align: right;">Page 1032</p> <p>1 probably February or March. I don't remember.</p> <p>2 Q. Were you getting the packages directly?</p> <p>3 A. Yes.</p> <p>4 Q. Was it your understanding he was getting the same</p> <p>5 package?</p> <p>6 A. Yes.</p> <p>7 Q. What was the opportunity that was presented by</p> <p>8 the Green Valley/Henderson package?</p> <p>9 A. What was the opportunity?</p> <p>10 Q. Yes.</p> <p>11 A. Well, we knew that it was a loan. And when we</p> <p>12 visited the property, we saw it was a business park, and</p> <p>13 there was a possibility to subdivide it into eight</p> <p>14 buildings and as a condominium to sell some of it. We</p> <p>15 saw that there was an opportunity to convert the loan to</p> <p>16 the real estate.</p> <p>17 Q. Just to put a time frame around it, when was the</p> <p>18 bidding at Auction.com where the Green Valley/Henderson</p> <p>19 note package was purchased?</p> <p>20 A. The auction itself?</p> <p>21 Q. The actual auction itself?</p> <p>22 A. May. I know we -- yeah. May. Sometime in May.</p> <p>23 Mid-May.</p> <p>24 Q. So do you remember -- did you wire -- put the</p> <p>25 time frame again. You wired some money on May 20th.</p>
<p style="text-align: right;">Page 1031</p> <p>1 MR. LEWIN: I'm not offering the entire 198.</p> <p>2 ARBITRATOR WALL: I understand. We will admit</p> <p>3 what's marked as Exhibit 40 within Tab 198. For us it's</p> <p>4 a portion of 198. Got it?</p> <p>5 (Exhibit 40 was admitted into evidence.)</p> <p>6 MR. LEWIN: I'm going to show him the one page.</p> <p>7 BY MR. LEWIN:</p> <p>8 Q. This is an February 21, 2012 Email. Is this the</p> <p>9 Email you talked about?</p> <p>10 A. Yes.</p> <p>11 Q. And you had provided Mr. Bidsal with your credit</p> <p>12 cards from 2010 until this 2012 Email?</p> <p>13 A. Yes.</p> <p>14 Q. And he did cause some of the funds to be</p> <p>15 released. Is that correct?</p> <p>16 A. Yeah.</p> <p>17 Q. At some point in time did you become aware of the</p> <p>18 Green Valley/Henderson property?</p> <p>19 A. Pardon me?</p> <p>20 Q. At some point in time did you become aware of the</p> <p>21 Green Valley/Henderson property?</p> <p>22 A. That's correct.</p> <p>23 Q. And when was that?</p> <p>24 A. As I said, in one of those brochures we located</p> <p>25 and we came to visit probably -- I mean, early 2011</p>	<p style="text-align: right;">Page 1033</p> <p>1 Does that help you?</p> <p>2 MR. GERRARD: Objection. Leading.</p> <p>3 A. Yeah.</p> <p>4 ARBITRATOR WALL: I mean, it's in the documents</p> <p>5 we already have.</p> <p>6 MR. GERRARD: I appreciate it, but I'd like to</p> <p>7 know what the witness remembers, not what Mr. Lewin</p> <p>8 remembers.</p> <p>9 ARBITRATOR WALL: Understood, but this is our</p> <p>10 only day of testimony.</p> <p>11 MR. GERRARD: I haven't objected too many times.</p> <p>12 ARBITRATOR WALL: Understood. Overrule it for</p> <p>13 that question. Let's go.</p> <p>14 BY MR. LEWIN:</p> <p>15 Q. Did you go and see the Henderson property</p> <p>16 together?</p> <p>17 A. Yes.</p> <p>18 Q. Did you have any conversations with Jeff Chain?</p> <p>19 A. Later on, yes.</p> <p>20 Q. What did Mr. Chain say?</p> <p>21 MR. GERRARD: Objection.</p> <p>22 ARBITRATOR WALL: Sustained. I need something</p> <p>23 more particularized than that.</p> <p>24 BY MR. LEWIN:</p> <p>25 Q. Did Mr. Chain offer you any advice about</p>

<p style="text-align: right;">Page 1034</p> <p>1 property?</p> <p>2 MR. GERRARD: Calls for hearsay.</p> <p>3 ARBITRATOR WALL: That's a yes or no question.</p> <p>4 A. Yes.</p> <p>5 BY MR. LEWIN:</p> <p>6 Q. Did that advice help you make a decision in terms</p> <p>7 of whether or not to bid on the property?</p> <p>8 A. Yes.</p> <p>9 Q. And what was that advice?</p> <p>10 A. He said --</p> <p>11 MR. GERRARD: Objection. Calls for hearsay.</p> <p>12 MR. LEWIN: It's an exception. It's a state of</p> <p>13 mind to the extent he's relying on Mr. Chain's statement</p> <p>14 for the truth, because it shows what the course of</p> <p>15 action he and Mr. Bidsal took.</p> <p>16 MR. GERRARD: If he's saying that he relied upon</p> <p>17 the information, then he was relying upon the truth of</p> <p>18 the matter asserted. It's not a state of mind hearsay</p> <p>19 assertion.</p> <p>20 ARBITRATOR WALL: Why is his state of mind</p> <p>21 regarding that particular property and whatever</p> <p>22 information he learned from Mr. Chain relevant?</p> <p>23 MR. LEWIN: Because we heard Mr. Bidsal said he</p> <p>24 had a business opportunity tied up. He did everything.</p> <p>25 He found it. He did it. I'm trying to establish that</p>	<p style="text-align: right;">Page 1036</p> <p>1 testify?</p> <p>2 MR. LEWIN: Yes, he is.</p> <p>3 ARBITRATOR WALL: So he's --</p> <p>4 MR. LEWIN: He's scheduled at 11 o'clock.</p> <p>5 ARBITRATOR WALL: He's going to testify at the</p> <p>6 hearing and be subject to cross-examination regarding</p> <p>7 the statement. Right?</p> <p>8 MR. GERRARD: Right. And that's where the</p> <p>9 statement should come in. Not from this witness. This</p> <p>10 witness is hearsay.</p> <p>11 MR. LEWIN: Let me ask a different question.</p> <p>12 ARBITRATOR WALL: Okay.</p> <p>13 BY MR. LEWIN:</p> <p>14 Q. Did you and Mr. Bidsal have a joint conversation</p> <p>15 with Mr. Chain about what he thought about the Henderson</p> <p>16 opportunity?</p> <p>17 A. Mr. Chain?</p> <p>18 Q. Yes.</p> <p>19 A. Yes.</p> <p>20 Q. Face to face or on the telephone?</p> <p>21 A. Face to face.</p> <p>22 Q. Mr. Bidsal -- after you met with Mr. Chain,</p> <p>23 whatever his advice was, you and Mr. Bidsal decided to</p> <p>24 bid on the Henderson note. Is that correct?</p> <p>25 A. After that, yes, we decided to bid.</p>
<p style="text-align: right;">Page 1035</p> <p>1 the fact is that Mr. Bidsal was not telling the truth</p> <p>2 when he did that. In fact, that there was a whole bunch</p> <p>3 of steps and they tied up the opportunity together.</p> <p>4 MR. GERRARD: How does that have to do with --</p> <p>5 MR. LEWIN: That's what Mr. Bidsal testified to.</p> <p>6 This was his opportunity and he let Mr. Golshani in</p> <p>7 simply because he's a nice guy. Like he did a lot of</p> <p>8 other things as a nice guy.</p> <p>9 MR. GERRARD: So, Your Honor, obviously there's</p> <p>10 not -- he said a state of mind exception. There's no</p> <p>11 such thing as a state of mind exception in the hearsay</p> <p>12 rule. There's presence sense impression. There's</p> <p>13 excited utterances. But again, the way he asked the</p> <p>14 question was: Did you receive advice and did you rely</p> <p>15 upon that advice, and then he asked what was the advice.</p> <p>16 That's hearsay under NRS Chapter 51 because it's being</p> <p>17 offered for the truth of the matter asserted. If they</p> <p>18 want to bring Mr. Chain in to testify about what he</p> <p>19 said, then that's the witness it should come from. Not</p> <p>20 from this witness.</p> <p>21 You know, I don't think there's any objection</p> <p>22 about did you rely upon the advice you got. As soon as</p> <p>23 he starts asking what these out-of-court statements</p> <p>24 were, that's hearsay.</p> <p>25 ARBITRATOR WALL: Um, is Mr. Chain going to</p>	<p style="text-align: right;">Page 1037</p> <p>1 Q. You heard Mr. Bidsal say that he owned and</p> <p>2 controlled the Green Valley/Henderson opportunity before</p> <p>3 you even got involved. Is that true?</p> <p>4 A. No.</p> <p>5 Q. You've been describing all the things you were</p> <p>6 doing in connection with that opportunity. Right?</p> <p>7 A. That's right.</p> <p>8 Q. And after you'd met with Mr. Chain, did you do</p> <p>9 due diligence regarding the Green Valley opportunity?</p> <p>10 A. Yes. I -- yes.</p> <p>11 Q. Is that the same kind of due diligence that you</p> <p>12 described earlier?</p> <p>13 A. Yes.</p> <p>14 Q. And did you and Mr. Bidsal have a plan if you</p> <p>15 were successful in obtaining the Green -- the Henderson</p> <p>16 note and loan package, what you would do with that after</p> <p>17 you obtained it, you were successful in obtaining it?</p> <p>18 A. The plan was to first try to negotiate with the</p> <p>19 borrower and get the property because the loan amount</p> <p>20 was more than the worth of the property worth, and after</p> <p>21 that we would subdivide the property and get it ready</p> <p>22 for sale.</p> <p>23 Q. Was there a point in time when you and Mr. Bidsal</p> <p>24 actually decided with proceeding with trying to obtain</p> <p>25 the Green Valley note?</p>

<p style="text-align: right;">Page 1038</p> <p>1 A. I'm sorry?</p> <p>2 Q. There was a point in time where you and he</p> <p>3 decided to try to bid on the property?</p> <p>4 A. Yes.</p> <p>5 Q. You talked about that?</p> <p>6 A. Yes.</p> <p>7 Q. And if you put in the 10 percent deposit on</p> <p>8 May 20th, that indicates when was the bidding? When was</p> <p>9 the actual bidding?</p> <p>10 A. The bidding was a day earlier. 19th.</p> <p>11 Q. All right. By the way, was the Green</p> <p>12 Valley/Henderson note in default at the time that you</p> <p>13 were bidding on it?</p> <p>14 A. Yes.</p> <p>15 Q. Did you know how much was in arrears under the</p> <p>16 note?</p> <p>17 A. I -- we had information it was about 8 million</p> <p>18 dollars.</p> <p>19 Q. Did you know how much were the past due payments</p> <p>20 that hadn't been paid?</p> <p>21 A. I don't remember.</p> <p>22 Q. Okay. Where did the bidding take place?</p> <p>23 A. It was in a building in Las Vegas. In those days</p> <p>24 all the bidders would gather.</p> <p>25 Q. And who -- did you and Mr. Bidsal also attend the</p>	<p style="text-align: right;">Page 1040</p> <p>1 A. Yes.</p> <p>2 Q. And what about increases in bids? Was that a</p> <p>3 matter of joint --</p> <p>4 A. The increase was coming from the auction. It</p> <p>5 started from smaller increase, and after certain price</p> <p>6 it would go -- first, let's say \$25,000 increment.</p> <p>7 After a few it became \$50,000 increment. Then 100,000.</p> <p>8 Like that. We didn't have control how much --</p> <p>9 Q. My question was really between you and</p> <p>10 Mr. Bidsal, how was the decision made to make an</p> <p>11 increased bid?</p> <p>12 A. We were both looking at the monitor, and then</p> <p>13 when they overbid us, we would say okay. "Let's go" --</p> <p>14 sometime he would say, sometime I would say "Let's go</p> <p>15 one more higher and see what happens."</p> <p>16 Q. This is something that you were jointly agreeing</p> <p>17 on --</p> <p>18 A. Yes.</p> <p>19 Q. -- in order to make an increase?</p> <p>20 A. Yes.</p> <p>21 Q. Why was Mr. Chain there?</p> <p>22 A. Mr. Chain was there to --</p> <p>23 Q. Was he participating in the recommendation?</p> <p>24 A. He was a part of the conversation, yes.</p> <p>25 Q. He was there as your broker?</p>
<p style="text-align: right;">Page 1039</p> <p>1 bidding?</p> <p>2 A. Yes.</p> <p>3 Q. Who else was there?</p> <p>4 A. Jeff Chain.</p> <p>5 Q. And how did you bid? Was it verbal or written?</p> <p>6 A. No. It was online. As I --</p> <p>7 Q. It was online with a computer?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And were you also bidding on another</p> <p>10 property on that same day, May 19th?</p> <p>11 A. Yes. On several properties we did.</p> <p>12 Q. Was one of those the Country Club property?</p> <p>13 A. Correct.</p> <p>14 Q. What's the address of that property, the Country</p> <p>15 Club property?</p> <p>16 A. It is -- I don't remember. It's in Horizon</p> <p>17 Ridge.</p> <p>18 Q. What?</p> <p>19 A. Horizon Ridge.</p> <p>20 Q. And was Mr. Bidsal controlling the bidding by</p> <p>21 himself? I mean, was he making the decision whether to</p> <p>22 put the bid or increase the bids or not?</p> <p>23 A. Both of us were involved.</p> <p>24 Q. In other words, you and he would talk about what</p> <p>25 to bid?</p>	<p style="text-align: right;">Page 1041</p> <p>1 A. Yes. He was our broker.</p> <p>2 Q. So when you got the successful bid for the Green</p> <p>3 Valley notes, was there a deposit that was required to</p> <p>4 be put up?</p> <p>5 A. Yes. We had to immediately send them the</p> <p>6 deposit.</p> <p>7 Q. And so that deposit would be been due on</p> <p>8 May 20th. Right?</p> <p>9 A. Actually, they expected to get it the same day.</p> <p>10 There was no possibility. Probably the banks were</p> <p>11 closed. After the cutoff time for wiring is like 1:30.</p> <p>12 I think it was past that, so...</p> <p>13 Q. We established that you actually put up the</p> <p>14 \$404,000?</p> <p>15 A. Yes, I put up.</p> <p>16 Q. What happened to Mr. Bidsal's 30 percent share?</p> <p>17 A. Well, he told me that he was -- his money was</p> <p>18 tight and he asked me to pay the whole thing and he said</p> <p>19 he would reimburse me, and, you know, we had such a</p> <p>20 great relationship and such a huge trust that I didn't</p> <p>21 hesitate. So I called my bank and arranged to pay the</p> <p>22 whole thing.</p> <p>23 Q. Did he tell you that -- strike that.</p> <p>24 Did you know before you started bidding that you</p> <p>25 were going to have to put up this 10 percent if you were</p>

<p style="text-align: right;">Page 1042</p> <p>1 the successful bidder?</p> <p>2 A. You mean all by myself?</p> <p>3 Q. No, no. Were you aware that if you and</p> <p>4 Mr. Bidsal were the successful bidders, you'd have to</p> <p>5 put up a 10 percent deposit?</p> <p>6 A. Yes.</p> <p>7 Q. And the bidding was being done through what</p> <p>8 company?</p> <p>9 A. LRA.</p> <p>10 Q. My point, was it Real Equity or --</p> <p>11 A. Yeah.</p> <p>12 MR. GERRARD: Objection. Leading.</p> <p>13 ARBITRATOR WALL: Overruled. We've already had</p> <p>14 that testimony out there.</p> <p>15 A. They were our agent to do this.</p> <p>16 BY MR. LEWIN:</p> <p>17 Q. Did Mr. Bidsal tell you before you started</p> <p>18 bidding that he couldn't come up with his 30 percent</p> <p>19 share of the deposit?</p> <p>20 A. No.</p> <p>21 Q. Only after you were successful. Right?</p> <p>22 A. Yes.</p> <p>23 Q. Did you also have to put up a deposit for the</p> <p>24 Country Club property that you were successful at?</p> <p>25 A. I did the same thing.</p>	<p style="text-align: right;">Page 1044</p> <p>1 A. What proceeding?</p> <p>2 Q. You were successful in the bid for Green Valley.</p> <p>3 Did you and he talk about what to do next?</p> <p>4 A. Yes.</p> <p>5 Q. What was that discussion?</p> <p>6 A. We had a plan, as I mentioned before, that first</p> <p>7 thing was we needed to form an LLC as we had agreed.</p> <p>8 Then the plan was that we hire an attorney to negotiate</p> <p>9 with the borrower to do a deed in lieu instead of going</p> <p>10 through the foreclosure process and subdivision. These</p> <p>11 were all in order when we started right away.</p> <p>12 Q. Okay. Would you look at Exhibit 4, please? This</p> <p>13 is the articles of organization for Green Valley</p> <p>14 Commerce, LLC, which were filed on May 26, 2011. Did</p> <p>15 Mr. Bidsal tell you at or about that time that you had</p> <p>16 formed an LLC?</p> <p>17 A. Yes.</p> <p>18 Q. Did he show you this document before you actually</p> <p>19 put up all of your capital in terms of -- to actually</p> <p>20 complete the purchase of the note?</p> <p>21 A. This document?</p> <p>22 Q. Yeah.</p> <p>23 A. I don't think so.</p> <p>24 Q. Did he tell you that he had identified himself as</p> <p>25 the sole manager?</p>
<p style="text-align: right;">Page 1043</p> <p>1 Q. The deal on Country Club was the same deal as</p> <p>2 with respect to Green Valley. Correct?</p> <p>3 MR. SHAPIRO: Objection. Relevance.</p> <p>4 ARBITRATOR WALL: I don't know what the relevance</p> <p>5 at all is.</p> <p>6 MR. LEWIN: The relevance is they were bidding on</p> <p>7 two properties they ended up buying at the same auction.</p> <p>8 They had Mr. LeGrand draft both operating agreements,</p> <p>9 which are identical except for the amount of capital.</p> <p>10 They have the same provisions with respect to the</p> <p>11 waterfall and that there is documents in evidence about</p> <p>12 the fact that Mr. Golshani was complaining about both</p> <p>13 Country Club and Green Valley in that --</p> <p>14 MR. SHAPIRO: Which we objected to.</p> <p>15 MR. LEWIN: -- and they tie in together the fact</p> <p>16 that he thought that the same waterfall, same meaning to</p> <p>17 Exhibit B was the same for both properties.</p> <p>18 ARBITRATOR WALL: Yeah. Got that. I've said</p> <p>19 before I didn't think the Country Club portion of it in</p> <p>20 the operating agreement were relevant. I'm going to</p> <p>21 sustain the objection as to Country Club.</p> <p>22 BY MR. LEWIN:</p> <p>23 Q. After the bidding was successful, did you and</p> <p>24 Mr. Bidsal talk about what were the next steps in</p> <p>25 proceeding?</p>	<p style="text-align: right;">Page 1045</p> <p>1 A. He didn't -- you mean before he showed me this</p> <p>2 document?</p> <p>3 Q. That's right.</p> <p>4 A. No, he didn't.</p> <p>5 Q. At what point in time did you find out that he</p> <p>6 had designated himself as the sole manager of Green</p> <p>7 Valley Commerce, LLC?</p> <p>8 MR. GERRARD: I'm going to object.</p> <p>9 ARBITRATOR WALL: Hold on.</p> <p>10 MR. GERRARD: He's misstating the evidence,</p> <p>11 misstating the document. The document speaks for</p> <p>12 itself. The document is clearly marked that management,</p> <p>13 Paragraph 4, is members. Doesn't say that he's the sole</p> <p>14 manager because it was member-managed, not</p> <p>15 manager-managed, and it states right on there that it's</p> <p>16 members.</p> <p>17 MR. LEWIN: Section 5 identifies those managers</p> <p>18 and there's only one named.</p> <p>19 MR. GERRARD: Name and address of each manager or</p> <p>20 managing member.</p> <p>21 MR. LEWIN: Of each.</p> <p>22 MR. GERRARD: It's identifying him as a managing</p> <p>23 member, but it doesn't say that he's the manager.</p> <p>24 MR. LEWIN: No, it says each manager or managing</p> <p>25 member.</p>

<p style="text-align: right;">Page 1046</p> <p>1 MR. GERRARD: Correct.</p> <p>2 MR. LEWIN: It says each. So if there were more</p> <p>3 than one manager -- and by the way, I call your</p> <p>4 attention to your trial brief that says that not only</p> <p>5 was Mr. Bidsal the sole manager, he was the sole owner.</p> <p>6 So I'll point that out later in closing arguments.</p> <p>7 ARBITRATOR WALL: I'll allow the question.</p> <p>8 Overrule the objection.</p> <p>9 BY MR. LEWIN:</p> <p>10 Q. I forgot the question now.</p> <p>11 The question was: Did Mr. Bidsal ever tell</p> <p>12 you -- strike that.</p> <p>13 Before you put up all of your money to buy the</p> <p>14 note, did Mr. Bidsal tell you he identified himself as</p> <p>15 the sole managing member of Green Valley?</p> <p>16 A. No.</p> <p>17 Q. At what point in time did you find out that</p> <p>18 Mr. Bidsal was identified as the sole manager?</p> <p>19 A. Well, I --</p> <p>20 MR. GERRARD: Again, you know, I'm sorry. I have</p> <p>21 to object. It does not say that he's the sole manager.</p> <p>22 It's not what the document says.</p> <p>23 ARBITRATOR WALL: So the question was at some</p> <p>24 point did you find out that Mr. Bidsal was the sole</p> <p>25 manager?</p>	<p style="text-align: right;">Page 1048</p> <p>1 first sentence with everything.</p> <p>2 Q. Okay.</p> <p>3 A. And I took his word for it.</p> <p>4 Q. Okay. Between you and Mr. Bidsal, who was going</p> <p>5 to do the negotiations with the borrower?</p> <p>6 A. He was going to do it with the attorney that he</p> <p>7 said he had.</p> <p>8 Q. Can you tell us how much time after the</p> <p>9 transaction was closed -- and that's, I think, June 3</p> <p>10 when the escrow closed. How soon after that was a</p> <p>11 surveyor hired?</p> <p>12 A. Very soon.</p> <p>13 Q. Were you involved in the selection of the</p> <p>14 surveyor?</p> <p>15 A. Yes. And I knew VIN from my previous experience</p> <p>16 with government.</p> <p>17 Q. So at some point in time were you advised that</p> <p>18 Mr. Bidsal had hired a lawyer?</p> <p>19 A. Yes.</p> <p>20 Q. And who did Mr. Bidsal tell you he had hired?</p> <p>21 A. I didn't know. Later on I learned that it was</p> <p>22 Mr. David LeGrand.</p> <p>23 Q. And how soon after the bidding was successful for</p> <p>24 Green Valley did Mr. Bidsal tell you he had hired</p> <p>25 Mr. LeGrand?</p>
<p style="text-align: right;">Page 1047</p> <p>1 MR. LEWIN: That's correct.</p> <p>2 ARBITRATOR WALL: Okay. Is that strictly from</p> <p>3 these articles of organization that you're going from?</p> <p>4 MR. LEWIN: I'll ask him. May I ask the</p> <p>5 question?</p> <p>6 ARBITRATOR WALL: Yeah. You can ask him.</p> <p>7 BY MR. LEWIN:</p> <p>8 Q. At some point in time did you find out who had</p> <p>9 been identified as the manager of Green Valley?</p> <p>10 A. Yes.</p> <p>11 Q. How did you find that out?</p> <p>12 A. I got this document and I realized -- shall I</p> <p>13 continue? I realized that my name is nowhere there,</p> <p>14 neither as a member or a manager, and I went to him and</p> <p>15 I said "How come" --</p> <p>16 Q. We're not there yet.</p> <p>17 How did you obtain the document?</p> <p>18 A. He gave it to me. He send it to me.</p> <p>19 Q. When he gave it to you, did you have a</p> <p>20 conversation about how come it only has his name on it?</p> <p>21 A. That's what I said, yes.</p> <p>22 Q. What did Mr. Bidsal say?</p> <p>23 A. Mr. Bidsal says that this is just a formality and</p> <p>24 my name would be there when the attorney prepares the</p> <p>25 operating agreement. They would put it there in the</p>	<p style="text-align: right;">Page 1049</p> <p>1 A. I'm sorry. I don't remember.</p> <p>2 Q. But at some point in time were you introduced to</p> <p>3 Mr. LeGrand?</p> <p>4 A. Yes.</p> <p>5 Q. And did you meet with him?</p> <p>6 A. Yes.</p> <p>7 Q. And when was that?</p> <p>8 A. Probably in June. Meet June of 2011.</p> <p>9 Q. Had you received any documents from Mr. LeGrand</p> <p>10 before you met with him?</p> <p>11 A. Not from him, but I received from Mr. Bidsal.</p> <p>12 Q. I see. And did -- was the op -- how many drafts</p> <p>13 of the operating agreement did you receive?</p> <p>14 A. We received the --</p> <p>15 MR. GERRARD: I'm going to object it's vague</p> <p>16 based on time.</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. Before you met Mr. LeGrand, how many draft</p> <p>19 documents had you received?</p> <p>20 A. Couple of them.</p> <p>21 Q. Were they satisfactory?</p> <p>22 A. Pardon me?</p> <p>23 Q. Did they conform to the understanding you had</p> <p>24 with Mr. Bidsal?</p> <p>25 A. No, they didn't. It was not reflecting what we</p>

<p style="text-align: right;">Page 1050</p> <p>1 had agreed to.</p> <p>2 Q. So during the first meeting you had with</p> <p>3 Mr. LeGrand, was Mr. Bidsal present?</p> <p>4 A. Yes. He took me there.</p> <p>5 Q. And did you, Mr. Bidsal, discuss with Mr. LeGrand</p> <p>6 about what the terms of -- what the understanding you</p> <p>7 had in terms of the going-forward relationship?</p> <p>8 A. Yes. In detail.</p> <p>9 Q. Was it any different than what you had described</p> <p>10 earlier as what your understanding was with Mr. Bidsal?</p> <p>11 A. No. The same thing. We both told him the same</p> <p>12 thing.</p> <p>13 Q. Did you tell him about the percentage?</p> <p>14 A. Yes.</p> <p>15 Q. What did you tell him about the percentage?</p> <p>16 A. Well, I told him exactly what happened. I said</p> <p>17 that the percentage of investment should be 70/30. I</p> <p>18 put the 70 percent over. I needed to get that money</p> <p>19 back when -- you know, through the money other than net</p> <p>20 rent, and the proceeds from the net rent we will divide</p> <p>21 50/50.</p> <p>22 There was another discussion that we had agreed</p> <p>23 that both of us manage the property, be co-managers.</p> <p>24 And he only showed one manager, and I discussed with</p> <p>25 Mr. Bidsal. He said according to Nevada law, only one</p>	<p style="text-align: right;">Page 1052</p> <p>1 Q. You knew that from Mr. Bidsal?</p> <p>2 A. Yes. I knew he was working on deed.</p> <p>3 Q. Was that discussed in this first meeting as well</p> <p>4 or not?</p> <p>5 A. We -- they just mentioned.</p> <p>6 Q. So the operating agreement actually was not</p> <p>7 signed until approximately December 12th. So did you</p> <p>8 have an understanding of why it took so long to get that</p> <p>9 operating agreement for Green Valley executed?</p> <p>10 A. Well, I didn't understand. It was just a simple</p> <p>11 operating agreement. We had a lawyer. Everybody was</p> <p>12 there, but it was delayed and delayed. It was not</p> <p>13 right.</p> <p>14 Q. Did you ask Mr. Bidsal what was taking so long?</p> <p>15 A. Yes. I asked him and he mentioned that he was</p> <p>16 busy and he would take care of it. And then weeks</p> <p>17 passed and then nothing would happen and I started</p> <p>18 getting anxious.</p> <p>19 Q. Why were you anxious?</p> <p>20 A. Because I had put a huge amount of money in,</p> <p>21 about 4 million dollars in both projects, and I didn't</p> <p>22 have a piece of paper to show that I was the owner. I</p> <p>23 had shares and, you know, there was no -- I wouldn't get</p> <p>24 any response, a favorable response that okay, let's sit</p> <p>25 down and finish this operating agreement. He would say,</p>
<p style="text-align: right;">Page 1051</p> <p>1 manager is allowed. So I discussed it with Mr. LeGrand</p> <p>2 and I asked if that's the case. He said no. You can</p> <p>3 have as many managers. So I agreed that both of us be</p> <p>4 manager of that entity.</p> <p>5 And then we discussed about the buy/sell</p> <p>6 agreement, and I told him factually what we have</p> <p>7 discussed. That I have seen people go into agreement,</p> <p>8 and because they didn't have a buy/sell agreement, they</p> <p>9 had to go to court for years and we both want to avoid</p> <p>10 that. We want a buy/sell agreement that anybody can buy</p> <p>11 and the other party has to either sell or buy at the</p> <p>12 same property. And he made notes. And these were the</p> <p>13 discussions we had with him.</p> <p>14 Q. Did you discuss with Mr. LeGrand the return of</p> <p>15 capital?</p> <p>16 A. Yes.</p> <p>17 Q. Go ahead. What was said to LeGrand about that?</p> <p>18 A. We said that we first -- we first distribute the</p> <p>19 rent money, the net rent money. Whatever is left we</p> <p>20 distributed according to the pro rata share of the</p> <p>21 capital of the partners.</p> <p>22 Q. Okay. So at the time you met with Mr. LeGrand,</p> <p>23 did you understand he was also working on the deed in</p> <p>24 lieu agreement?</p> <p>25 A. I knew that, yes.</p>	<p style="text-align: right;">Page 1053</p> <p>1 "We'll do it. It takes time."</p> <p>2 Q. When you say 4 million dollars, are you including</p> <p>3 the money that you put up as capital for Country Club?</p> <p>4 A. Yes. I put 2.8 here and the rest was there.</p> <p>5 Q. Did you also talk about the time it was taking to</p> <p>6 sign the operating agreement with Mr. LeGrand?</p> <p>7 A. Well, at one point in time I talked to</p> <p>8 Mr. Bidsal, and I said, "What is the hang up? Why</p> <p>9 doesn't progress."</p> <p>10 He said, "Mr. LeGrand says because of the</p> <p>11 disparity of the capital, we need a formula to address</p> <p>12 this. It's not like a straightforward thing."</p> <p>13 I said, "So why don't they do the formula? They</p> <p>14 said it is complicated, so I started getting involved to</p> <p>15 see what is what and expedite."</p> <p>16 Q. Okay. So will you take a look at Exhibit 6?</p> <p>17 ARBITRATOR WALL: Make a spot where it makes</p> <p>18 sense to take a short break.</p> <p>19 MR. LEWIN: Let me get through this part.</p> <p>20 ARBITRATOR WALL: Okay.</p> <p>21 MR. LEWIN: Actually, I want to go to exhibit --</p> <p>22 before Exhibit 6.</p> <p>23 BY MR. LEWIN:</p> <p>24 Q. Well, looking at Exhibit 6, the first -- there's</p> <p>25 a series of Emails. The first one on it is the Email</p>

<p style="text-align: right;">Page 1054</p> <p>1 from November 29, 2011 that says, "Ben, attached find 2 the revised OPAG with right of first refusal." 3 Did you receive this? 4 A. I think so. Yes. 5 Q. I'd like to call your attention to -- I can set 6 it up as a separate exhibit. I'd like to go to 7 Exhibit 198 to Exhibit 26. 8 A. 26? 9 MR. LEWIN: That portion of Exhibit 198. 10 ARBITRATOR WALL: You've got to get him a 11 different book. 12 THE WITNESS: I go up to 193. 13 MR. GERRARD: Which number? 14 ARBITRATOR WALL: 26. 15 MR. GARFINKEL: Which is it? 16 ARBITRATOR WALL: 198, and then Exhibit 26 within 17 198. He's already looked at 198 before, so that book 18 should be up there somewhere, because he looked at 19 Exhibit 40 within 198. 20 MR. GARFINKEL: The problem is I have theirs. Is 21 it theirs or yours? 22 MR. LEWIN: Here it is. I'm sorry. I'm sorry. 23 MR. GARFINKEL: Here you go. 24 THE WITNESS: Thank you. 25 MR. GARFINKEL: 198.</p>	<p style="text-align: right;">Page 1056</p> <p>1 MR. LEWIN: This will be a good time to take a 2 break, Your Honor. 3 ARBITRATOR WALL: Off the record. 4 *** 5 (RECESS TAKEN FROM 10:44 A.M. TO 11:03 A.M.) 6 *** 7 Whereupon, 8 JEFF CHAIN, 9 having first been called as a witness, was duly sworn 10 and testified as follows: 11 ARBITRATOR WALL: Is it Jeff, J-E-F-F, Chain, 12 C-H-A-I-N? 13 THE WITNESS: Yes, it is. 14 ARBITRATOR WALL: I'm going to turn you over to 15 Mr. Lewin. 16 EXAMINATION 17 BY MR. LEWIN: 18 Q. Good morning, Mr. Chain. Thank you for joining 19 us today. Would you mind telling His Honor what kind of 20 work you do? 21 A. I'm a commercial real estate broker in Las Vegas. 22 Q. And how long have you been a commercial real 23 estate broker? 24 A. 40-plus years. 25 Q. And you hold a license with the State of Nevada?</p>
<p style="text-align: right;">Page 1055</p> <p>1 BY MR. LEWIN: 2 Q. Exhibit 26 -- 3 ARBITRATOR WALL: Any objection to Exhibit 26 4 within 198? 5 MR. GERRARD: No. 6 (Exhibit 26 was admitted into evidence.) 7 THE WITNESS: Do you know the DL number? 8 MR. GARFINKEL: Bates number. 9 MR. LEWIN: Just look for Exhibit 26. 10 THE WITNESS: I know I see 25 but -- 11 MR. GARFINKEL: Sir, just keep going. Here you 12 go. 13 THE WITNESS: Thank you. 14 MR. GARFINKEL: No problem. 15 BY MR. LEWIN: 16 Q. Do you have that in front of you? 17 A. Yes. 18 Q. We earlier saw Mr. LeGrand had sent in a document 19 with an operating agreement with right of first refusal, 20 and later, on this Exhibit 26, at 5:06 he sent another 21 version with the buy/sell agreement. 22 Looking at the -- looking at Exhibit -- you 23 received the operating agreement with the buy/sell 24 agreement. Is that correct? 25 A. At one point in time, yes.</p>	<p style="text-align: right;">Page 1057</p> <p>1 A. I do. A broker's license. 2 Q. And how long have you held that broker's license? 3 A. Probably 30 years. 4 Q. And do you have a company that you work with? 5 A. Yes. Millennium Commercial Properties. 6 ARBITRATOR WALL: Hold on. Let me stop you. 7 Is your volume on as loud as it will go? Your 8 computer volume. 9 (Discussion off the record.) 10 BY MR. LEWIN: 11 Q. Mr. Chain, would you keep your voice up so that 12 everyone can hear you? Try to do that? 13 A. Yes. 14 Q. Okay. We were talking about Millennium 15 properties. How long have you had that business? 16 A. 25-plus years. 17 Q. And what kind of business does Millennium 18 property do? Commercial properties? Residential 19 properties? Or some other -- 20 A. It just does commercial properties. 21 Q. Has that been your experience over the past 30 or 22 so years? 23 A. Yes, it has. 24 Q. And do you know Shawn Bidsal? 25 A. I do.</p>

<p style="text-align: right;">Page 1058</p> <p>1 Q. And when did you first meet Mr. Bidsal?</p> <p>2 A. 25, 30 years ago.</p> <p>3 Q. And do you know Ben Golshani?</p> <p>4 A. I do.</p> <p>5 Q. How long have you known Mr. Golshani?</p> <p>6 A. It will be between 10 and 15 years.</p> <p>7 Q. And do you remember when you first met</p> <p>8 Mr. Golshani?</p> <p>9 A. Some point in the late '08, '09, '07. Somewhere</p> <p>10 in that range.</p> <p>11 Q. And do you remember in connection with -- have</p> <p>12 you ever had any conversations with Mr. Golshani and</p> <p>13 Mr. Bidsal about opportunities to buy either distressed</p> <p>14 properties or nonperforming loans?</p> <p>15 A. Yes, I did.</p> <p>16 Q. And do you remember when that took place?</p> <p>17 A. Probably '08, '09. Right after the crash</p> <p>18 happened.</p> <p>19 Q. You were the broker regarding the -- I'm going to</p> <p>20 do this for a time frame. You were the broker for the</p> <p>21 purchase of a loan package relating to Green Valley in</p> <p>22 Henderson. Do you recall?</p> <p>23 A. Yes, I do.</p> <p>24 MR. LEWIN: Spencer, would you put up Exhibit 3?</p> <p>25 ARBITRATOR WALL: You know what? While he's</p>	<p style="text-align: right;">Page 1060</p> <p>1 A. I believe so, yes.</p> <p>2 Q. And did you have a meeting with them where they</p> <p>3 discussed what they wanted to purchase?</p> <p>4 A. Yes.</p> <p>5 Q. Can you tell us when the first of those meetings</p> <p>6 were, or have they sort of merged in your memory?</p> <p>7 A. We looked at hundreds of properties back in that</p> <p>8 time, so I couldn't tell you. I couldn't narrow down a</p> <p>9 date.</p> <p>10 Q. Did they describe their relationship to you, what</p> <p>11 they were doing together?</p> <p>12 A. They were together a lot of times, and my</p> <p>13 understanding is they were going to purchase X amount of</p> <p>14 properties, and acquired this one and another one.</p> <p>15 Q. Now, did you recommend this Green Valley purchase</p> <p>16 to them or did they come to you with it?</p> <p>17 A. I was going through hundreds of properties, and</p> <p>18 we would narrow them down and send them off to ones I</p> <p>19 thought made sense.</p> <p>20 Q. And would you have been doing that in 2010 as</p> <p>21 well as 2011?</p> <p>22 A. Probably.</p> <p>23 Q. Was this the first purchase that they had, as far</p> <p>24 as you know?</p> <p>25 A. I don't know if this was first or Horizon Ridge</p>
<p style="text-align: right;">Page 1059</p> <p>1 doing that, let's try having him mute his phone and use</p> <p>2 his computer audio.</p> <p>3 MR. LEWIN: Can you try muting your phone and</p> <p>4 just using the computer audio and see if that works?</p> <p>5 THE WITNESS: Okay. Are you able to still hear</p> <p>6 me?</p> <p>7 ARBITRATOR WALL: Is that any better?</p> <p>8 THE REPORTER: Ask him to say something again.</p> <p>9 ARBITRATOR WALL: Count to ten for me.</p> <p>10 THE WITNESS: (Complied.)</p> <p>11 ARBITRATOR WALL: Okay. Go ahead.</p> <p>12 BY MR. LEWIN:</p> <p>13 Q. Would you please take a look at a final</p> <p>14 settlement statement that should be on your screen</p> <p>15 that's dated June 3rd, 2011?</p> <p>16 A. I see it.</p> <p>17 Q. So do you recall ever discussing this business</p> <p>18 opportunity with Mr. Bidsal or Mr. Golshani?</p> <p>19 A. Looking -- we were looking at a large list of</p> <p>20 properties and then talking to Mr. Bidsal and Ben on</p> <p>21 numerous times back in that era, kind of finding a</p> <p>22 package to purchase.</p> <p>23 Q. Now, this closing took place on June 3rd, 2011.</p> <p>24 Were you involved with Mr. Bidsal and Mr. Golshani in</p> <p>25 looking for purchase opportunities in 2010?</p>	<p style="text-align: right;">Page 1061</p> <p>1 was first, but they were relatively close together.</p> <p>2 Q. You said Horizon Ridge. Is that also known as</p> <p>3 the Country Club property?</p> <p>4 A. Yes.</p> <p>5 Q. So prior to the bidding for this Green Valley</p> <p>6 note package, you said that you had referred them to</p> <p>7 hundreds of properties?</p> <p>8 A. I probably went through hundreds. Probably sent</p> <p>9 them 50. Could have been more.</p> <p>10 Q. When you sent them recommendations out, did you</p> <p>11 send them to Mr. Bidsal, Mr. Golshani, or both of them?</p> <p>12 A. I'm sure sometimes one, sometimes the other, and</p> <p>13 lots of times both.</p> <p>14 Q. Regarding the -- strike that.</p> <p>15 Were some of these properties to be</p> <p>16 potentially -- or the opportunities to purchase through</p> <p>17 Auction.com?</p> <p>18 A. Correct.</p> <p>19 Q. And with respect to this Green Valley/Henderson</p> <p>20 loan package, this was a purchase of a note and security</p> <p>21 documents. Right?</p> <p>22 A. Correct.</p> <p>23 Q. Did you attend the bidding for this property at</p> <p>24 the auction with Mr. Golshani and Mr. Bidsal?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 1062</p> <p>1 Q. Was anyone else there that you recall?</p> <p>2 A. It was in an auditorium. I believe it was at</p> <p>3 Cashman Field. I believe on our team we were the only</p> <p>4 ones present.</p> <p>5 Q. Did you observe how Mr. Golshani and Mr. Bidsal</p> <p>6 actually conducted the bidding?</p> <p>7 A. I believe I was typing the numbers in. They were</p> <p>8 discussing the numbers.</p> <p>9 Q. And then would you explain to His Honor how that</p> <p>10 process worked?</p> <p>11 A. Um, they post the auction about ten days before</p> <p>12 they put up a due diligence. Go through and open the</p> <p>13 auction 72ish, 96 hours prior, and the bid changes every</p> <p>14 five minutes. Then as it gets close to what they</p> <p>15 believe the end is, they reduce the increments down to</p> <p>16 2 minutes and ultimately got down to 30 seconds. You</p> <p>17 would submit a bid and then you could (inaudible)</p> <p>18 whatever guidance they had in the platform at that time.</p> <p>19 Starting at \$100,000 increments. Towards the end it</p> <p>20 would be a few thousand dollar increments.</p> <p>21 Q. You were typing in the bidding by Mr. Golshani</p> <p>22 and Mr. Bidsal?</p> <p>23 A. I was.</p> <p>24 Q. And do you recall, were you getting instructions</p> <p>25 from one of them, both of them, or either one of them?</p>	<p style="text-align: right;">Page 1064</p> <p>1 look on Exhibit 50 --</p> <p>2 MR. LEWIN: Spencer -- you have Exhibit 50 on</p> <p>3 your screen? Yes. Here we go.</p> <p>4 BY MR. LEWIN:</p> <p>5 Q. So if you could look at -- I'm going to refer you</p> <p>6 to Pages 620 through -- there's an assortment of pages</p> <p>7 here. Start at 620. Would you take a look at</p> <p>8 Exhibit 620, and was this -- and tell us in the</p> <p>9 succeeding pages what those pages are. I think they're</p> <p>10 your flyers. I just want you to focus on that part.</p> <p>11 A. Looks like an Email from myself to Shawn</p> <p>12 regarding the Green Valley commercial.</p> <p>13 MR. LEWIN: Spencer, would you scroll through the</p> <p>14 next page, please? Just keep scrolling, Spencer, so</p> <p>15 Mr. Chain can look at what we're talking about to the</p> <p>16 end of the flyer. The last page, which is 633.</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. So, Mr. Chain, what are these documents that you</p> <p>19 just looked at?</p> <p>20 A. Looks like an old marketing brochure that I would</p> <p>21 have put out into various commercial listing sites.</p> <p>22 Q. Were you able to sell any of the buildings in the</p> <p>23 Green Valley Center?</p> <p>24 A. We sold, I think, a couple of them. Possibly</p> <p>25 three. We sold the pharmacy building. I think the one</p>
<p style="text-align: right;">Page 1063</p> <p>1 A. Probably either one. We were all sitting</p> <p>2 together, so it was a very dynamic situation.</p> <p>3 Q. Did you ever hear Mr. Bidsal or Mr. Golshani say</p> <p>4 who put up the proof of funds for this bidding?</p> <p>5 A. I don't recall.</p> <p>6 Q. Okay. Did -- strike that.</p> <p>7 Now, I had --</p> <p>8 MR. LEWIN: Your Honor, there's a part of</p> <p>9 Exhibit 50 in evidence but not the entire 50 that I</p> <p>10 wanted to display to Mr. Chain, but I was going to make</p> <p>11 it as a separate exhibit since I wanted to put in --</p> <p>12 ARBITRATOR WALL: 50 is in evidence.</p> <p>13 MR. LEWIN: I have excerpted the pages I want.</p> <p>14 ARBITRATOR WALL: Why? 50 is already in.</p> <p>15 MR. LEWIN: Because -- okay.</p> <p>16 MR. GARFINKEL: Which one?</p> <p>17 MR. LEWIN: Spencer, please display Exhibit 50.</p> <p>18 BY MR. LEWIN:</p> <p>19 Q. While he's doing that, Mr. Chain, after the</p> <p>20 bidding was successful and title of the property was</p> <p>21 obtained, did you list any of the properties for sale?</p> <p>22 A. At one point I had buildings on -- Country Club</p> <p>23 buildings listed as well as the Green Valley buildings</p> <p>24 listed.</p> <p>25 Q. In connection to -- and I'd like to, if we could,</p>	<p style="text-align: right;">Page 1065</p> <p>1 in the back.</p> <p>2 Q. And at some point in time -- and I'm not going to</p> <p>3 go into this because this is sort of a separate issue,</p> <p>4 but to put some perspective on this. At some point in</p> <p>5 time was your company actually managing the Green Valley</p> <p>6 Center?</p> <p>7 A. For a short period of time we managed the Green</p> <p>8 Valley Center, yes. We didn't take care of any of the</p> <p>9 financial sides. Just managed it from tenant showings,</p> <p>10 tenant relations. That was it.</p> <p>11 MR. LEWIN: One sec, please.</p> <p>12 BY MR. LEWIN:</p> <p>13 Q. At the time that you began listing the</p> <p>14 properties, how many buildings were there, if you</p> <p>15 recall?</p> <p>16 A. Eight or nine, I think.</p> <p>17 Q. And did you recommend David LeGrand to Shawn</p> <p>18 Bidsal?</p> <p>19 A. Yes, I did.</p> <p>20 Q. Did Mr. Bidsal ever tell you that after the</p> <p>21 auction that he was going to try to find another</p> <p>22 investor to replace Ben?</p> <p>23 A. Not that I recall.</p> <p>24 Q. Okay. All right.</p> <p>25 MR. LEWIN: I have nothing else.</p>

<p style="text-align: right;">Page 1066</p> <p>1 ARBITRATOR WALL: All right. Mute yours, please.</p> <p>2 MR. GERRARD: Give me one minute.</p> <p>3 ARBITRATOR WALL: Yeah.</p> <p>4 Can you take down the exhibit?</p> <p>5 MR. LEWIN: Spencer, please remove the exhibit.</p> <p>6 EXAMINATION</p> <p>7 BY MR. GERRARD:</p> <p>8 Q. Can you hear me, Mr. Chain?</p> <p>9 A. Yes, I can.</p> <p>10 Q. My name is Doug Gerrard. I represent Shawn</p> <p>11 Bidsal in this matter. Is it true, sir, that you've</p> <p>12 been working with Mr. Bidsal for over 30 years?</p> <p>13 A. I've known for Shawn for probably 30-plus years,</p> <p>14 yes.</p> <p>15 Q. Okay. Thinking back in time -- well, first, let</p> <p>16 me just ask you this: Do you actually have an</p> <p>17 independent recollection of when you first met</p> <p>18 Mr. Golshani?</p> <p>19 I didn't hear the answer. Say it again.</p> <p>20 ARBITRATOR WALL: Stop. Did you turn your volume</p> <p>21 down?</p> <p>22 MR. GERRARD: Just a second, Mr. Chain.</p> <p>23 MR. LEWIN: Do I need to keep it up?</p> <p>24 ARBITRATOR WALL: Turn yours off.</p> <p>25 ///</p>	<p style="text-align: right;">Page 1068</p> <p>1 information about properties have started any earlier</p> <p>2 than a few months before that?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. How many months before that?</p> <p>5 A. Probably a year before. They were shown tens of</p> <p>6 thousands in that time frame.</p> <p>7 Q. Tens of thousands of properties to these two</p> <p>8 individuals?</p> <p>9 A. No. I look at buildings all day long, so I have</p> <p>10 no idea how many we looked at specifically related to</p> <p>11 that transaction or ultimately that transaction.</p> <p>12 Q. Sure. I guess that's what I'm trying to find</p> <p>13 out. I'm trying to find out how much you actually</p> <p>14 remember from your own independent recollection.</p> <p>15 A. It was 12 years ago, so...</p> <p>16 Q. Did you speak with Mr. Lewin about your testimony</p> <p>17 today?</p> <p>18 A. I got a subpoena from him and he sent me a couple</p> <p>19 documents and that was about it. We didn't discuss much</p> <p>20 else.</p> <p>21 Q. Did you actually have a conversation with him?</p> <p>22 A. Yes, I did.</p> <p>23 Q. Did you talk about when you first met with</p> <p>24 Mr. Golshani and first started showing properties to</p> <p>25 him?</p>
<p style="text-align: right;">Page 1067</p> <p>1 BY MR. GERRARD:</p> <p>2 Q. Okay. Try that again, Mr. Chain. Do you</p> <p>3 actually have an independent recollection when you first</p> <p>4 met Mr. Golshani?</p> <p>5 A. No, I do not.</p> <p>6 Q. When you said perhaps it could have been 2008 or</p> <p>7 2009, that was just a guess, wasn't it?</p> <p>8 A. Yes.</p> <p>9 Q. And in terms of the number of properties that you</p> <p>10 actually showed to Mr. Golshani and Mr. Bidsal, do you</p> <p>11 actually have a specific recollection of how many there</p> <p>12 were?</p> <p>13 A. I do not. I said it was probably around 50, but</p> <p>14 I have nothing to base that number on.</p> <p>15 Q. And was the 50, was that actually physically</p> <p>16 going out and showing them a property or where you sent</p> <p>17 them information about a property?</p> <p>18 A. Combination. Sometimes I would take a big list</p> <p>19 and try to whittle it down to a smaller list and send</p> <p>20 them off and then ones that -- we walked a lot of</p> <p>21 property.</p> <p>22 Q. So can you estimate how long it was from the</p> <p>23 first time that you met Mr. Golshani to the time that</p> <p>24 this first auction took place? We know the auction was</p> <p>25 in May of 2011. Would this process of sending</p>	<p style="text-align: right;">Page 1069</p> <p>1 A. He might have asked, and I probably would have</p> <p>2 given the same answer. As far as I know, the '08/'09</p> <p>3 range.</p> <p>4 Q. Do you have any actual documentation in your</p> <p>5 files that would reflect when you first met</p> <p>6 Mr. Golshani?</p> <p>7 A. I do not.</p> <p>8 Q. Okay. Any Emails that you sent him with</p> <p>9 information?</p> <p>10 A. Not from that time frame, no.</p> <p>11 Q. Okay. Did you go back and look for Emails that</p> <p>12 you sent to Mr. Golshani?</p> <p>13 A. I did, and I didn't have any -- I don't have any</p> <p>14 Email records from that period. I had a major computer</p> <p>15 issue five or six years ago that wiped out a lot of that</p> <p>16 stuff.</p> <p>17 Q. What was the earliest you could find that you</p> <p>18 sent to Mr. Golshani?</p> <p>19 A. Didn't pay attention, so I don't know.</p> <p>20 Q. Wasn't 2008 or 2009, was it?</p> <p>21 A. I have no records from then.</p> <p>22 Q. Did you speak with Mr. Golshani prior to your</p> <p>23 testimony today?</p> <p>24 A. Only -- he called me probably six months ago and</p> <p>25 said "Can we subpoena you and will you testify," and I</p>

<p style="text-align: right;">Page 1070</p> <p>1 said "I'm uncomfortable," and he said, "Subpoena. I 2 don't have a choice." 3 Q. Did you talk about the time frame when you met 4 him? 5 A. I did not. 6 Q. Did you talk to him about how many properties you 7 may have looked at before there was any auction? 8 A. I did not. 9 Q. And did he send you any documents to review? 10 A. He did not. 11 Q. You mentioned Mr. Lewin sent you some documents 12 to review? 13 A. He did. 14 Q. What documents did he send you? 15 A. He sent me two things. One Email has a loan sale 16 agreement which is blank, an executive summary and terms 17 and conditions from Auction.com. Didn't really mean 18 anything. And then 50 GBC properties, leases, and 19 advertisements that Mr. Bidsal had been marketing the 20 property. 21 Q. So you were shown an exhibit a few moments ago. 22 Exhibit 50 had some marketing materials for some of the 23 properties in this Green Valley Commerce group. 24 Correct? 25 A. Correct.</p>	<p style="text-align: right;">Page 1072</p> <p>1 MR. GERRARD: Hold on a moment, sir. 2 ARBITRATOR WALL: Open your camera so he can see 3 who he's talking to. 4 MR. GERRARD: Now you can see me. I didn't 5 realize I wasn't on. 6 BY MR. GERRARD: 7 Q. I know, sir, there was a plan to market and sell 8 the properties. We looked at documents associated with 9 that. Correct? 10 A. Um, correct. 11 Q. But my question was really more towards when was 12 that plan first developed? 13 A. It was the genesis of what the properties we were 14 looking for were valued at properties and finding an 15 office complex or retail complex that we can divide and 16 sell individually. 17 Q. Okay. So that's your understanding generally of 18 what types of properties they were looking for? 19 A. That's my understanding, yes. 20 MR. GERRARD: I don't have any other questions. 21 ARBITRATOR WALL: Do you have any? 22 MR. LEWIN: No. No further questions. 23 ARBITRATOR WALL: All right, Mr. Chain. Thank 24 you very much. You can disconnect both of them. 25 THE WITNESS: Both of them. Okay.</p>
<p style="text-align: right;">Page 1071</p> <p>1 Q. And it showed that those marketing materials were 2 dated in August of 2012. Correct? 3 A. Correct. 4 Q. You don't recall ever attempting to market these 5 properties prior to that, do you? 6 A. Um, you know, it was a long time ago. I don't 7 know what date we officially started marketing. 8 Q. Okay. But the only documents that you've seen 9 are these documents showing a date in August of 2012. 10 Correct? 11 A. Correct. 12 Q. And you don't have any independent recollection 13 of anything happening prior to that. Correct? 14 A. I do not know when we started marketing. 15 Q. Okay. Do you know if there was any discussion 16 during the time that the bidding was going on about what 17 the plan was going to be for these properties, other 18 than to manage them? 19 A. The plan was always to sell them off 20 individually, as they're worth more on an individual 21 basis than as a package. 22 Q. What do you base that testimony on? Off an 23 actual recollection of them talking about that time? 24 A. My experience as a real estate breaker. 25 ARBITRATOR WALL: Hold on.</p>	<p style="text-align: right;">Page 1073</p> <p>1 ARBITRATOR WALL: All right. We're going to take 2 our luncheon recess now. I'm going to try the other 3 room as well and see if that works better. 4 *** 5 (RECESS TAKEN FROM 11:57 P.M. TO 12:57 P.M.) 6 *** 7 ARBITRATOR WALL: Okay. So it's 1:01, so we've 8 got a half hour of testimony for Mr. Golshani. Is that 9 right? 10 MR. GARFINKEL: That's right. 11 ARBITRATOR WALL: Mr. Golshani, do you realize 12 you're still under oath? 13 THE WITNESS: Yes, Your Honor. 14 ARBITRATOR WALL: Is everyone ready to go? 15 MR. GERRARD: Getting there. Yes. I'm fine. 16 All right. 17 ARBITRATOR WALL: All right. Is your other half 18 on? 19 MR. LEWIN: He said he got kicked off, but he 20 doesn't have to be here for Mr. Golshani. 21 ARBITRATOR WALL: He shouldn't have gotten kicked 22 off. 23 CONTINUED EXAMINATION 24 BY MR. LEWIN: 25 Q. Mr. Golshani, you heard Mr. Chain testify that he</p>

<p style="text-align: right;">Page 1074</p> <p>1 first met you in 2008 or 2009. Was he mistaken about 2 that?</p> <p>3 A. I think we met, you know, through Mr. Bidsal in 4 2010. I'm sorry. Or even '11.</p> <p>5 Q. He testified that several buildings -- 6 individual -- was the -- was the plan to sell all the 7 buildings one by one or was the plan to sell some of 8 them?</p> <p>9 MR. GERRARD: Objection. Leading.</p> <p>10 ARBITRATOR WALL: Overruled.</p> <p>11 A. The plan was to sell a few of them and then get 12 the capital back and try to reimburse the other project 13 and see what the situation -- actual situation is for 14 the rest.</p> <p>15 BY MR. LEWIN:</p> <p>16 Q. You heard Mr. Bidsal testify that you did not 17 want to sell. He had to convince you to sell buildings. 18 Is he telling the truth?</p> <p>19 A. No. We had discussed that long time before that.</p> <p>20 Q. And you had -- at the time what was your total 21 capital investment -- let me start over.</p> <p>22 At the time that any the buildings were first 23 listed for sale, how much money had you invested into 24 Green Valley?</p> <p>25 A. In the beginning, about \$2.8 million.</p>	<p style="text-align: right;">Page 1076</p> <p>1 A. This is the CC&R and -- and the pertaining 2 documents.</p> <p>3 Q. Is the survey attached to these CC&Rs?</p> <p>4 A. Yes, sir.</p> <p>5 Q. Would you please take a look at the documents 6 beginning at Page 1411 and see if that helps you --</p> <p>7 A. No.</p> <p>8 Q. -- when the survey was completed?</p> <p>9 A. The survey was completed August 2, 2011.</p> <p>10 Q. Okay. And there was a record of survey that was 11 recorded. Is that correct?</p> <p>12 A. Yes.</p> <p>13 Q. When was the record of survey recorded?</p> <p>14 A. The recordation was August -- October, I believe, 15 7 of '10 or 2011.</p> <p>16 Q. You indicated that you were familiar with the 17 subdivision process?</p> <p>18 A. Yes.</p> <p>19 Q. What is the difference between having the survey 20 actually completed and the record?</p> <p>21 A. When the surveyor does his job, he can -- he 22 would subdivide it and he would prepare the legal 23 description and -- which goes into the documents, and 24 when you do CC&R is when you form a homeowner 25 association, and you have some legal process to do that.</p>
<p style="text-align: right;">Page 1075</p> <p>1 Q. Were you still looking for properties with 2 Mr. Bidsal after the Green Valley note was filed?</p> <p>3 A. I was not interested in the loans anymore and 4 looking for regular properties.</p> <p>5 Q. Now, do you know when -- there was -- do you know 6 when the survey was completed?</p> <p>7 A. Yes.</p> <p>8 MR. GERRARD: Objection. Best evidence rule.</p> <p>9 ARBITRATOR WALL: I don't know what we have.</p> <p>10 MR. GERRARD: That's factually the point. They 11 didn't put it in and they're asking about a document 12 from 12 years ago that he did not prepare and he 13 doesn't -- and we don't have the actual document which 14 would answer the question. They didn't put it into 15 evidence. That's why it's the best evidence rule 16 objection.</p> <p>17 MR. LEWIN: We talked with Mr. Bidsal about it. 18 There is a document. Please look at Exhibit 7, which is 19 the CC&Rs. Maybe I should wait until you rule on the 20 objection. Sorry.</p> <p>21 ARBITRATOR WALL: If you're going to do it this 22 way, then there is no objection pending.</p> <p>23 MR. LEWIN: Okay.</p> <p>24 BY MR. LEWIN:</p> <p>25 Q. What is Exhibit 7, Mr. Golshani?</p>	<p style="text-align: right;">Page 1077</p> <p>1 ARBITRATOR WALL: Let me stop you there.</p> <p>2 I want Mr. Lewin to confirm that he can hear us.</p> <p>3 MR. S. LEWIN: Yes, I can hear you.</p> <p>4 ARBITRATOR WALL: Outstanding. Thank you.</p> <p>5 BY MR. LEWIN:</p> <p>6 Q. Now, the operating agreement -- turn to 7 Exhibit 5. This is the operating agreement which was 8 signed -- everyone's testified that it was signed 9 December 2011?</p> <p>10 A. Yes.</p> <p>11 Q. Before it was signed, you talked about the 12 first -- you talked about the first meeting you had with 13 Mr. LeGrand. Was there subsequent meetings?</p> <p>14 A. I don't remember with him.</p> <p>15 Q. All right. But at some point in time in terms 16 of -- start over.</p> <p>17 Did you have telephonic meetings with Mr. LeGrand 18 and Mr. Bidsal?</p> <p>19 A. Probably, yes.</p> <p>20 Q. Do you remember or not?</p> <p>21 A. I remember a lot of telephone calls, but if 22 you're talking about the conference call, my -- I don't 23 remember. Long way.</p> <p>24 Q. You heard Mr. Gerrard and Mr. Bidsal say that 25 according to Exhibit B, that the waterfall is not</p>

<p style="text-align: right;">Page 1078</p> <p>1 triggered unless there is a sale of all or substantially</p> <p>2 all of the assets or a cash offer at financing. You</p> <p>3 heard that statement?</p> <p>4 A. Yes.</p> <p>5 Q. You also heard Mr. Wilcox when he testified -- go</p> <p>6 through a scenario where he ended up with Mr. Bidsal</p> <p>7 having a negative capital account -- the possibility of</p> <p>8 a negative capital account. You heard that?</p> <p>9 A. Yes.</p> <p>10 MR. GERRARD: Misstates the witness's testimony.</p> <p>11 ARBITRATOR WALL: Let's get to the question</p> <p>12 rather than what he heard someone say.</p> <p>13 BY MR. LEWIN:</p> <p>14 Q. Prior to signing the operating agreement, did</p> <p>15 anyone discuss with you the possibility of you being a</p> <p>16 creditor relying on Mr. Bidsal to make up any deficiency</p> <p>17 in his capital account?</p> <p>18 A. No.</p> <p>19 Q. Would you have signed the operating agreement</p> <p>20 where there were scenarios where you would end up with a</p> <p>21 positive capital account and Mr. Bidsal with a negative</p> <p>22 and the only remedy was for him to pay it back?</p> <p>23 A. No.</p> <p>24 MR. GERRARD: Objection -- go ahead. I withdraw</p> <p>25 the objection.</p>	<p style="text-align: right;">Page 1080</p> <p>1 A. No.</p> <p>2 Q. Had he told you that there was no closing</p> <p>3 statement, would you have objected to him closing the</p> <p>4 deal with the borrowers unless there was a closing</p> <p>5 statement?</p> <p>6 A. Yes.</p> <p>7 MR. GERRARD: Objection. Question is vague and</p> <p>8 ambiguous as what he means by "closing statement."</p> <p>9 MR. LEWIN: An escrow. A final settlement</p> <p>10 statement.</p> <p>11 ARBITRATOR WALL: A final settlement statement</p> <p>12 for the deed in lieu?</p> <p>13 MR. LEWIN: Right.</p> <p>14 ARBITRATOR WALL: Okay. I'll overrule the</p> <p>15 objection, but there's generally not.</p> <p>16 MR. LEWIN: If you don't think it's not</p> <p>17 probative --</p> <p>18 ARBITRATOR WALL: There's not generally a closing</p> <p>19 statement for a deed in lieu, but...</p> <p>20 MR. LEWIN: I'll withdraw the question.</p> <p>21 BY MR. LEWIN:</p> <p>22 Q. Just so we can get off the operating agreement</p> <p>23 right now, Mr. Gerrard asked you about Exhibit 67 and</p> <p>24 having to do -- can we pull up Exhibit 67?</p> <p>25 A. What about it?</p>
<p style="text-align: right;">Page 1079</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. Your answer was?</p> <p>3 A. No.</p> <p>4 Q. Would you have signed the operating agreement if</p> <p>5 you thought you can only recover your capital account on</p> <p>6 the sale of the last building?</p> <p>7 A. No, I would not.</p> <p>8 Q. Now, in terms of getting title from the borrower,</p> <p>9 just take a look at Exhibit 8. That's the deed in lieu</p> <p>10 agreement?</p> <p>11 A. All right.</p> <p>12 Q. Did you receive that agreement before this</p> <p>13 arbitration started?</p> <p>14 A. Yes.</p> <p>15 Q. When did you first see it?</p> <p>16 A. I don't remember, but fairly recently after the</p> <p>17 second arbitration.</p> <p>18 Q. You mean the first arbitration?</p> <p>19 A. Yeah. Before the second.</p> <p>20 Q. Did Mr. Bidsal ever tell you there was no closing</p> <p>21 statement with respect to the transfer of title?</p> <p>22 A. No.</p> <p>23 Q. Did he ever talk to you about closing -- doing an</p> <p>24 agreement with the borrowers and not getting a closing</p> <p>25 statement?</p>	<p style="text-align: right;">Page 1081</p> <p>1 Q. I just want to draw your attention to the formula</p> <p>2 in the buy/sell agreement. Refer to this Email, and can</p> <p>3 you -- if you drafted it and what you mean by "I came up</p> <p>4 with." Did you come up with the formula all by yourself</p> <p>5 or did you have some help with that?</p> <p>6 A. Some help.</p> <p>7 Q. From whom?</p> <p>8 A. From Mr. Bidsal.</p> <p>9 Q. Have you ever heard Mr. Bidsal say that you and</p> <p>10 he massaged the language of the buy/sell agreement?</p> <p>11 MR. SHAPIRO: Objection. He's asking if Ben ever</p> <p>12 heard Shawn say something?</p> <p>13 ARBITRATOR WALL: Right.</p> <p>14 MR. SHAPIRO: Okay. I guess it's not hearsay</p> <p>15 because Shawn's here.</p> <p>16 ARBITRATOR WALL: And he's a party opponent.</p> <p>17 MR. GERRARD: That only means if it's a statement</p> <p>18 against interests, so go ahead.</p> <p>19 A. I heard him say that.</p> <p>20 BY MR. LEWIN:</p> <p>21 Q. Where did you hear him say that?</p> <p>22 A. In the first arbitration.</p> <p>23 Q. During the testimony?</p> <p>24 A. During the testimony.</p> <p>25 Q. In this very room?</p>

<p style="text-align: right;">Page 1082</p> <p>1 A. Yes.</p> <p>2 ARBITRATOR WALL: It was in this room?</p> <p>3 MR. LEWIN: In this room.</p> <p>4 MR. GERRARD: Let's go off.</p> <p>5 (Discussion off the record.)</p> <p>6 BY MR. LEWIN:</p> <p>7 Q. At the time Mr. Gerrard asked you that question,</p> <p>8 he asked you if you wanted to give an explanation, and</p> <p>9 he said you had to answer yes or no. Right?</p> <p>10 A. That's right.</p> <p>11 Q. So this is your explanation?</p> <p>12 A. This is my explanation.</p> <p>13 MR. GERRARD: Are you moving to admit 67?</p> <p>14 Because it's not in evidence.</p> <p>15 MR. LEWIN: No, I'm not.</p> <p>16 MR. GERRARD: Okay.</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. So I want to go to -- I'm going to skip -- well,</p> <p>19 you heard Mr. Chain talk about having a couple of</p> <p>20 properties listed? Mr. Chain testified about listing a</p> <p>21 couple properties?</p> <p>22 A. Looking?</p> <p>23 Q. Listing.</p> <p>24 A. Listing Green Valley, yes.</p> <p>25 Q. Were you involved in the decision to list the</p>	<p style="text-align: right;">Page 1084</p> <p>1 did they reflect your understanding of how the</p> <p>2 distributions were to be made?</p> <p>3 A. Well, actually, the distributions were to be made</p> <p>4 pro rata based on the capital contribution.</p> <p>5 Q. And distributed 70/30?</p> <p>6 A. No. At that time it was a little bit different.</p> <p>7 Mine was more because of the problem. A little bit</p> <p>8 different.</p> <p>9 Q. They were distributed 70/30?</p> <p>10 A. Yes, sir. Yes.</p> <p>11 Q. You were fine with that at the time. Right?</p> <p>12 A. At the time I was fine with it. I mean, it was</p> <p>13 there, but I mentioned it in 2010, yeah.</p> <p>14 Q. In terms of feeling comfortable with the way the</p> <p>15 distributions were going to be made in the future, did</p> <p>16 the fact that the boot was distributed 70/30 give you</p> <p>17 some reassurance?</p> <p>18 A. Yes. I looked at it and I thought it was okay.</p> <p>19 Q. When did you receive the 2012 tax return?</p> <p>20 A. I believe 2012 was sent late 2013.</p> <p>21 Q. Would you please turn to Exhibit 180?</p> <p>22 ARBITRATOR WALL: Does Spencer have it? Could he</p> <p>23 put it on the screen?</p> <p>24 MR. LEWIN: No. He doesn't have that one. I got</p> <p>25 it. No, I don't actually.</p>
<p style="text-align: right;">Page 1083</p> <p>1 properties for sale?</p> <p>2 A. Yes.</p> <p>3 Q. And for the price?</p> <p>4 A. Yes.</p> <p>5 Q. And the first sale was completed in 2012. Is</p> <p>6 that correct?</p> <p>7 A. The first.</p> <p>8 Q. Sale?</p> <p>9 A. Yes.</p> <p>10 Q. And what building was that?</p> <p>11 A. Building C.</p> <p>12 Q. And we've already covered this, but just to set</p> <p>13 this up: Were all the proceeds from the sale of</p> <p>14 Building C used to purchase Greenway?</p> <p>15 A. Not all. A little bit left.</p> <p>16 Q. And that's what we call boot?</p> <p>17 A. Boot, yes.</p> <p>18 Q. And that boot was distributed?</p> <p>19 A. It was distributed 70/30.</p> <p>20 Q. And you're aware of that?</p> <p>21 A. I became aware of it, yes.</p> <p>22 Q. When did you become aware of that?</p> <p>23 A. When they send me the calculations, I took a look</p> <p>24 at it. I --</p> <p>25 Q. And how did that -- so were those calculations --</p>	<p style="text-align: right;">Page 1085</p> <p>1 MR. GARFINKEL: Want to share it with him?</p> <p>2 MR. LEWIN: Yeah.</p> <p>3 Is this the same as your No. 14?</p> <p>4 MR. SHAPIRO: I don't remember.</p> <p>5 BY MR. LEWIN:</p> <p>6 Q. Exhibit 180. When you said you had to break</p> <p>7 down --</p> <p>8 MR. GERRARD: It is not the same as 14.</p> <p>9 BY MR. LEWIN:</p> <p>10 Q. Mr. Golshani, is Exhibit 180 the breakdown you</p> <p>11 just referred to?</p> <p>12 A. Yes.</p> <p>13 MR. LEWIN: Move 180 into evidence, Your Honor.</p> <p>14 MR. GERRARD: No objection.</p> <p>15 ARBITRATOR WALL: 180 will be admitted.</p> <p>16 (Exhibit 180 was admitted into evidence.)</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. Now take a look at Exhibit 15.</p> <p>19 A. 16, you said?</p> <p>20 Q. 15. That is a -- Exhibit 15 is your 2012 tax</p> <p>21 return?</p> <p>22 A. Yes.</p> <p>23 Q. Do you remember when you received this?</p> <p>24 MR. GERRARD: Objection. Asked and answered. He</p> <p>25 just answered that question.</p>

<p style="text-align: right;">Page 1086</p> <p>1 ARBITRATOR WALL: I'll allow it.</p> <p>2 MR. GERRARD: Okay.</p> <p>3 THE WITNESS: Answer.</p> <p>4 A. Late 2013, I believe.</p> <p>5 BY MR. LEWIN:</p> <p>6 Q. Well, if you take a look -- I just want to get</p> <p>7 the date down. If you take a look at page marked</p> <p>8 2554 --</p> <p>9 A. Okay.</p> <p>10 Q. -- the date is September 10, 2013?</p> <p>11 A. 2544?</p> <p>12 Q. In the top right-hand corner.</p> <p>13 MR. SHAPIRO: It's not there.</p> <p>14 BY MR. LEWIN:</p> <p>15 Q. 2554?</p> <p>16 A. Oh. 9/10/2013 is 2554.</p> <p>17 Q. We previously looked at your Exhibit 16 where</p> <p>18 your K-1 was dated August 8, 2013. When you received</p> <p>19 any K-1s and letters, were the tax returns ever</p> <p>20 accompanying them?</p> <p>21 A. I generally received tax return. I seldom got</p> <p>22 K-1s however.</p> <p>23 Q. Okay. Now, in terms of -- in terms of the</p> <p>24 Greenway -- that was the property that the exchange was</p> <p>25 done -- who located that property?</p>	<p style="text-align: right;">Page 1088</p> <p>1 or were they deposited before you saw them?</p> <p>2 A. They deposit the check. Generally I am -- I had</p> <p>3 so much to do, I was not in the office, and that's why</p> <p>4 our policy was whatever check they get, they just</p> <p>5 deposit. And no, I didn't see the checks.</p> <p>6 Q. Mr. Bidsal said that before he ever issued</p> <p>7 checks, he got your consent for any checks relating to</p> <p>8 Green Valley. Is that true?</p> <p>9 A. No.</p> <p>10 Q. Did he ever seek your consent before he issued</p> <p>11 any checks to you?</p> <p>12 A. No.</p> <p>13 Q. Or to himself?</p> <p>14 A. No.</p> <p>15 Q. So did you register any complaints about any</p> <p>16 distribution to Mr. Bidsal in 2012?</p> <p>17 A. No, I didn't.</p> <p>18 Q. Let's turn to 2013. When did you get your 2013</p> <p>19 tax return?</p> <p>20 A. I got it in 2014.</p> <p>21 Q. Take a look at Exhibit 19.</p> <p>22 A. 19?</p> <p>23 Q. Yes. And then also take a look at Exhibit 21.</p> <p>24 A. 21. Okay.</p> <p>25 Q. Just look at those both together.</p>
<p style="text-align: right;">Page 1087</p> <p>1 A. I located the property.</p> <p>2 Q. How did you locate it?</p> <p>3 A. I was active in Auction.com on my own and was</p> <p>4 looking for properties in different cities. I found</p> <p>5 that.</p> <p>6 Q. And did you bring it into the partnership?</p> <p>7 A. Yeah. I put it in the contract under CLA</p> <p>8 property and we had sold -- I brought it to the Green</p> <p>9 Valley so we can do exchange for Building C.</p> <p>10 Q. Did you ask for a premium?</p> <p>11 A. No. I didn't ask for nothing.</p> <p>12 Q. The checks that were referred to in the breakdown</p> <p>13 with respect to the sale for the boot, how did you</p> <p>14 receive those checks?</p> <p>15 A. Generally, all the checks goes to my office and</p> <p>16 the accounting people get them and decide which belongs</p> <p>17 to what entity and register them and deposit them.</p> <p>18 Q. Would it be -- when -- all of the entities went</p> <p>19 to the Noveltex office?</p> <p>20 A. Yes.</p> <p>21 Q. How many entities were receiving business</p> <p>22 documents there in 2012?</p> <p>23 A. In 2012, probably three.</p> <p>24 Q. Okay. And then after checks -- were the checks</p> <p>25 deposited before you saw -- did you ever get the checks</p>	<p style="text-align: right;">Page 1089</p> <p>1 A. Okay.</p> <p>2 Q. Exhibit 21 is a letter with a K-1. Right?</p> <p>3 A. It is a K-1 for Green Valley.</p> <p>4 Q. It's dated September 9, 2014?</p> <p>5 A. That's right.</p> <p>6 Q. And did the tax return accompany this letter?</p> <p>7 A. I'm not sure if this was from the tax return, but</p> <p>8 tax return contains the K-1.</p> <p>9 Q. Okay. So was it -- and this is for the year 2013</p> <p>10 tax return. Right?</p> <p>11 A. Yes.</p> <p>12 Q. Was there a building sold in 2014?</p> <p>13 A. '14 or '13?</p> <p>14 Q. '14?</p> <p>15 A. Yes. A building was sold in 2014.</p> <p>16 Q. And that was building what?</p> <p>17 A. Building E.</p> <p>18 MR. LEWIN: You know, perhaps -- it's almost</p> <p>19 1:30, Your Honor.</p> <p>20 Spencer, is anyone in the waiting room?</p> <p>21 ARBITRATOR WALL: No. We would know.</p> <p>22 MR. LEWIN: Oh, he wouldn't know. You would</p> <p>23 know.</p> <p>24 ARBITRATOR WALL: Yeah.</p> <p>25 ///</p>

<p style="text-align: right;">Page 1090</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. Take a look at Exhibit 22.</p> <p>3 A. Okay.</p> <p>4 Q. And what is this?</p> <p>5 A. This is a closing statement for Building E.</p> <p>6 Q. And this is dated November 14, 2014?</p> <p>7 A. November 14, 2014.</p> <p>8 Q. Okay. Did you become concerned about</p> <p>9 distributions -- strike that.</p> <p>10 In 2014, did you become concerned about how</p> <p>11 distributions were being made?</p> <p>12 A. Yes.</p> <p>13 Q. So previously you testified you started making</p> <p>14 complaints in 2013. What complaints did you make in</p> <p>15 2013?</p> <p>16 A. In 2013?</p> <p>17 Q. 2013.</p> <p>18 A. 2013 I noticed -- actually, I didn't make</p> <p>19 complaint, but in 2013 I noticed that my capital account</p> <p>20 is going up and Mr. Bidsal's is going down. And it</p> <p>21 wasn't much. 2000. And the year before it was about</p> <p>22 the same. So I looked at the K-1s and I didn't have the</p> <p>23 time to sit down and get the answer.</p> <p>24 I called Mr. Bidsal and we were talking about</p> <p>25 other things. I casually mentioned to him that, by the</p>	<p style="text-align: right;">Page 1092</p> <p>1 Q. In 2013.</p> <p>2 A. No.</p> <p>3 Q. Okay. In 2014 you received a tax return that</p> <p>4 shows -- a 2014 -- what did it show? You can locate the</p> <p>5 K-1 if you want for 2014. Either way, what did it show</p> <p>6 about the distributions in your capital account?</p> <p>7 A. 2014 tax return?</p> <p>8 Q. Yeah. You can look at 21. That's your K-1, if</p> <p>9 it's easier.</p> <p>10 A. Exhibit 21. That's 2013.</p> <p>11 Q. Right. We were talking about the 2013 tax return</p> <p>12 that you received in 2014.</p> <p>13 ARBITRATOR WALL: You asked him about the 2014</p> <p>14 tax return.</p> <p>15 MR. LEWIN: I'm sorry. I thought I said look at</p> <p>16 the tax return you received. My mistake.</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. Look at the 2013 tax return that you received.</p> <p>19 A. I have the K-1 here.</p> <p>20 Q. What was the status of your K-1 account?</p> <p>21 A. It is 71.95 percent, which is almost 72 percent.</p> <p>22 Q. What is Mr. Bidsal's?</p> <p>23 A. It doesn't have it here, but generally whenever</p> <p>24 mine is over, his is under.</p> <p>25 Q. At some point in time did you become aware of how</p>
<p style="text-align: right;">Page 1091</p> <p>1 way, this number is different. What do you think? He</p> <p>2 said that, "I don't know. Should be okay, but I'll</p> <p>3 check." And then I pursue and forgot about it and he</p> <p>4 forgot about it too because it wasn't much. You know?</p> <p>5 So I just mentioned it to him. We had a very good</p> <p>6 relationship, and you know, I was sure this thing was</p> <p>7 going to be resolved. And there was other issues too</p> <p>8 and we resolved, so this to me wasn't --</p> <p>9 Q. By the way -- when you look at your tax return</p> <p>10 for 2013 that you received in 2014, September or later,</p> <p>11 did you look at it right away? Did you look at it upon</p> <p>12 receipt?</p> <p>13 A. No. No. As -- in those days I was extremely</p> <p>14 busy and I was running two, three different businesses</p> <p>15 and I was traveling a lot, and there were a lot of</p> <p>16 things I should learn, so I didn't have time to check</p> <p>17 things, and I was relying, on the case of Green Valley,</p> <p>18 100 percent on Mr. Bidsal to be very careful about this.</p> <p>19 So no, I didn't -- I wasn't waiting for them and I</p> <p>20 didn't check them right away.</p> <p>21 Q. Did you have an indication from anybody or any</p> <p>22 source that Mr. Bidsal was intentionally not following</p> <p>23 the distribution requirements of the operating</p> <p>24 agreement?</p> <p>25 A. At what time?</p>	<p style="text-align: right;">Page 1093</p> <p>1 the sales proceeds were distributed with respect to the</p> <p>2 sale of Building E?</p> <p>3 A. Yes.</p> <p>4 Q. When was that?</p> <p>5 A. It was --</p> <p>6 ARBITRATOR WALL: When did he become aware or</p> <p>7 when was the sale?</p> <p>8 MR. LEWIN: When did he become aware.</p> <p>9 A. I noticed it probably end of 2014 or '15.</p> <p>10 BY MR. LEWIN:</p> <p>11 Q. Did you -- did you begin -- did you contact</p> <p>12 Mr. Bidsal in 2014 after September 9th to talk about the</p> <p>13 fact that there was some problems with the way the funds</p> <p>14 were being distributed?</p> <p>15 A. Because of the sale?</p> <p>16 Q. Or because of your K-1.</p> <p>17 A. After 2014, yeah.</p> <p>18 Q. I'm asking did you contact him in 2014?</p> <p>19 A. In 2014, I don't remember.</p> <p>20 Q. But at some time you did contact him?</p> <p>21 A. Yes.</p> <p>22 Q. When's the first time you recall contacting him?</p> <p>23 A. I contact him when I got the tax return after a</p> <p>24 couple of months, and then we had a discussion in the</p> <p>25 office and they were bringing me the report and saying</p>

<p style="text-align: right;">Page 1094</p> <p>1 that we receive a check. It's 70/30 and things like 2 that, which was in line with what we had. And then I 3 took at look at it and I realized 70/30 is only the 4 capital and he's not following the waterfall. 5 So I started making calls serious and I said 6 about end of 2015, what do you think -- what's the 7 reason you're doing it this way? 8 Q. When do you first recall speaking to Mr. Bidsal 9 about this issue about the sale of building -- 10 distributions from the sale of Building E? 11 A. It was about the end of 2015. In 2015. 12 Q. Why didn't you contact him before then? 13 A. Like I said, I didn't -- I was not aware that 14 every year it is becoming like this, and I was not aware 15 that it has become -- it is becoming more, and when 16 there was a sale, big numbers started adding. So that's 17 why. Like I said, we were in extremely good terms. I'm 18 the one who put the down payment without any payment and 19 I paid about 4 million dollars into our investment. 20 MR. GERRARD: Objection. Move to strike. 21 Nonresponsive. 22 ARBITRATOR WALL: Hold on. There's an objection. 23 MR. GERRARD: He answered the question. Now he's 24 going off on something completely different. 25 MR. LEWIN: The question was why didn't you call</p>	<p style="text-align: right;">Page 1096</p> <p>1 A. Yes. 2 Q. For the first time? 3 A. A couple of times. 4 Q. How many times did you have in 2015 those 5 conversations? 6 A. A couple of times. 7 Q. Can you tell what was said in those 8 conversations? 9 A. I asked him about why there is a disparity in the 10 capital ratio, and first he said didn't know, and then 11 he said he would look into it. And then later on he 12 direct me to Tina from the CPA office, which I called 13 and she answered. I told her the problem. He never 14 called me back when I called. He would not take my 15 call. It was like that. 16 Q. When did you first raise the issue about the fact 17 he was only distributing the sale proceeds 70/30 with 18 respect to the basis of the funds? 19 MR. GERRARD: Objection. Leading. He asked him 20 what did you talk about, and none of this was included 21 in that answer, so now he's telling him what he wants 22 the answer to be. 23 ARBITRATOR WALL: He asked when. When did you 24 talk about the fact it was 70/30, so... 25 MR. GERRARD: Right, but he's supplying the</p>
<p style="text-align: right;">Page 1095</p> <p>1 him earlier, and I think he's explaining. 2 MR. GERRARD: I don't think that was the 3 question. 4 BY MR. LEWIN: 5 Q. The bottom line is -- you've seen the first 6 communications that we've seen are in January 2016 that 7 refer to December 2015. Is that the first time it was 8 in writing? 9 A. I think so. Probably in 2015 I sent an Email. 10 Q. If you were concerned about the way monies were 11 being distributed, why didn't you ask him earlier? 12 A. Because of trust. I didn't scrutinize to see 13 what has happened. You know? Can I talk about what -- 14 Q. You can tell kind of what your mindset was and 15 how and when you made complaints about distributions. 16 A. So what I'm trying to say, at those dates, there 17 was such a good relationship with Shawn, and I have so 18 much trust. As example, I was saying he had my money 19 without me having any paper with him. If something 20 happened to him, I cannot easily prove that that money 21 was mine. I trusted him. That trust continued and I 22 thought that could take care of it. I had a lot on my 23 plate, so I didn't scrutinize. 24 Q. When you did contact Mr. Bidsal, it was verbally. 25 Right?</p>	<p style="text-align: right;">Page 1097</p> <p>1 information that he wants it to be about when the 2 witness never testified about that. 3 ARBITRATOR WALL: He has to an extent. I'll 4 overrule that. 5 BY MR. LEWIN: 6 Q. When did you talk to Mr. Bidsal about the fact 7 that the distributions of the sale he was distributing 8 the costs on a 70/30 basis but the gains on a 50/50 9 basis? 10 A. It was end of 2015 and then in 2016. 11 MR. LEWIN: Your Honor, if I could have a moment. 12 I want to make sure that -- I want to make sure that 13 Spencer alerted the witnesses to the new... 14 ARBITRATOR WALL: Do you want to break and go off 15 the record? 16 MR. LEWIN: I'll send him a text. 17 Maybe we should take a couple-minute break. He 18 says he's done it. 19 ARBITRATOR WALL: Let's go off the record. 20 *** 21 (RECESS TAKEN FROM 1:42 P.M. TO 1:50 P.M.) 22 *** 23 ARBITRATOR WALL: We're going to take a break 24 from Mr. Golshani. Is that right? 25 MR. LEWIN: Yes.</p>

<p style="text-align: right;">Page 1098</p> <p>1 MR. GARFINKEL: Who do we have on here?</p> <p>2 MR. LEWIN: The first one is Kasandra Schindler.</p> <p>3 ARBITRATOR WALL: Ms. Schindler, can you hear me?</p> <p>4 THE WITNESS: Yes.</p> <p>5 ARBITRATOR WALL: All right. Good afternoon.</p> <p>6 I'm David Wall. Can you raise your right hand, please.</p> <p>7 Whereupon,</p> <p>8 KASANDRA SCHINDLER,</p> <p>9 having first been called as a witness, was duly sworn</p> <p>10 and testified as follows:</p> <p>11 ARBITRATOR WALL: Mr. Lewin.</p> <p>12 EXAMINATION</p> <p>13 BY MR. LEWIN:</p> <p>14 Q. Ms. Schindler, thank you very much for joining us</p> <p>15 this afternoon. Sorry to have kept you waiting. Would</p> <p>16 you please state your occupation?</p> <p>17 ARBITRATOR WALL: Hold on. Let's do this. Is it</p> <p>18 Kasandra, K-A-S-A-N-D-R-A?</p> <p>19 THE WITNESS: Yes.</p> <p>20 ARBITRATOR WALL: Last name S-C-H-I-N-D-L-E-R?</p> <p>21 THE WITNESS: Yes.</p> <p>22 ARBITRATOR WALL: All right. Thank you.</p> <p>23 BY MR. LEWIN:</p> <p>24 Q. Would you please state your occupation?</p> <p>25 A. I'm a financial advisor with JPMorgan.</p>	<p style="text-align: right;">Page 1100</p> <p>1 me some information about interest he earned during the</p> <p>2 years 2017, '18, and '19. Correct?</p> <p>3 A. Yes.</p> <p>4 Q. Did you do that?</p> <p>5 A. Yes.</p> <p>6 Q. First of all, can you tell me what the average --</p> <p>7 what kind of accounts does Mr. Golshani have at</p> <p>8 JPMorgan?</p> <p>9 MR. GERRARD: I'm going to object. This is a</p> <p>10 clear violation of the best evidence rule, and it's a</p> <p>11 clear violation as to the disclosure obligations under</p> <p>12 this arbitration. They have disclosed no documents, no</p> <p>13 bank statements of any kind from JPMorgan Chase, nothing</p> <p>14 that would allow this witness to be able to testify or</p> <p>15 authenticate it as a record or a business record.</p> <p>16 What they're trying to do is substitute her</p> <p>17 testimony for their failure to provide the actual</p> <p>18 documents that they were absolutely required to disclose</p> <p>19 if they were going to try to use it as evidence. It's</p> <p>20 inappropriate for them to try to use this witness to</p> <p>21 bypass their obligation to produce the actual documents</p> <p>22 that we have no ability to even cross-examine on or</p> <p>23 question during depositions because it simply was never</p> <p>24 disclosed.</p> <p>25 So we brought this up once before in motions in</p>
<p style="text-align: right;">Page 1099</p> <p>1 Q. Do you know Ben Golshani?</p> <p>2 A. Yes.</p> <p>3 Q. In what capacity do you know him?</p> <p>4 A. It's hard to hear you. I'm going to put on my</p> <p>5 ear pods and see if that helps.</p> <p>6 ARBITRATOR WALL: Keep your voice up because this</p> <p>7 is where the sound is coming from.</p> <p>8 THE WITNESS: I'm going to see if I can hear you</p> <p>9 a little bit better.</p> <p>10 BY MR. LEWIN:</p> <p>11 Q. So can you hear me better now?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Thank you.</p> <p>14 In what capacity do you know Mr. Golshani?</p> <p>15 A. As a client of the firm.</p> <p>16 Q. And do you handle his account?</p> <p>17 A. I do.</p> <p>18 Q. And where do you work?</p> <p>19 A. JPMorgan in Newport Beach.</p> <p>20 Q. Is that a bank?</p> <p>21 A. It is.</p> <p>22 Q. And your title is what?</p> <p>23 A. Financial advisor.</p> <p>24 Q. And in connection with Mr. Golshani, I asked you</p> <p>25 before today to look into his account so you could tell</p>	<p style="text-align: right;">Page 1101</p> <p>1 limine when they were claiming that they wanted to use</p> <p>2 this witness. We made it very clear we were going to</p> <p>3 object at the trial. Your Honor said that you were</p> <p>4 going to wait until trial to decide the issue.</p> <p>5 To sum up one more time: They've not disclosed</p> <p>6 any documents from JPMorgan Chase. None. They did not</p> <p>7 disclose this witness at the beginning of the case</p> <p>8 either. So basically what we have is them trying to put</p> <p>9 on testimony with no documents, even though she</p> <p>10 absolutely had to review documents in order to arrive at</p> <p>11 the testimony she's about to give you. That's a</p> <p>12 violation of the best evidence rule.</p> <p>13 MR. LEWIN: I think she can testify as to what</p> <p>14 kind of accounts he has and during that time, what --</p> <p>15 the applicable interest rate that he was receiving as an</p> <p>16 average, which is what I asked her to testify about.</p> <p>17 ARBITRATOR WALL: What about the records that she</p> <p>18 relied on?</p> <p>19 MR. LEWIN: Well, I don't think that the records</p> <p>20 have to be made as an exhibit for her to give her</p> <p>21 testimony.</p> <p>22 ARBITRATOR WALL: She can just --</p> <p>23 MR. LEWIN: Mr. Golshani can testify about what</p> <p>24 interest he received. I was trying to do it through a</p> <p>25 third-party witness.</p>

<p style="text-align: right;">Page 1102</p> <p>1 MR. GERRARD: It's going to be the same objection 2 even if Mr. Golshani tries to testify about it because 3 they had their opportunity to produce the records. They 4 did not produce the records. This witness does not have 5 independent knowledge of what his account balances are 6 without reviewing the records. She just testified that 7 she looked at the records to be able to arrive at the 8 information she's about to give us, and those records 9 themselves constitute hearsay. Her testimony 10 constitutes hearsay. The only way to get around that 11 hearsay would for them to claim it's a business record. 12 But if it is, then we're entitled to the record. That's 13 the purpose of the business -- sorry -- of the best 14 evidence rule. 15 ARBITRATOR WALL: So February 25th was the date 16 that claimants filed a motion in limine to exclude late 17 and improperly disclosed witnesses and improperly 18 disclosed documents. There was an opposition filed on 19 March 3rd, and one of the issues was with respect to 20 Ms. Schindler. And I noted in the order from 21 approximately March 4th or 5th of 2021 -- I basically 22 said the following, and I will read from the order. 23 "Ms. Schindler from JPMorgan Chase Bank was 24 designated in Respondents' third supplement on 25 February 16th, 2021 to testify, quote, about funds on</p>	<p style="text-align: right;">Page 1104</p> <p>1 Mr. Golshani's personal holdings, etc.) if she's 2 presented as a witness." 3 Okay. So where we are is you intend to have her 4 testify about holdings or accounts of Mr. Golshani and 5 interest earned thereon? 6 MR. LEWIN: That's correct. 7 ARBITRATOR WALL: Okay. Without having ever 8 disclosed those records? 9 MR. LEWIN: Correct. 10 ARBITRATOR WALL: Well, that would violate a 11 number of evidentiary rules, in addition to disclosure 12 requirements. So I'm sustaining the objection to the 13 last question. I don't know what else you intend to get 14 from her. 15 MR. LEWIN: Okay. 16 BY MR. LEWIN: 17 Q. Let me try -- during the year 2018, what was the 18 highest interest rate that was available for savings 19 accounts at JPMorgan Bank? 20 MR. GERRARD: Same objection, Your Honor. 21 ARBITRATOR WALL: We don't care about that one. 22 You may answer. Ms. Schindler, when there's an 23 objection you're doing the right thing and waiting until 24 I jump in. So you may answer that question. 25 A. 2 and a quarter percent.</p>
<p style="text-align: right;">Page 1103</p> <p>1 hand controlled by Ben Golshani and available to 2 complete the purchase of the Bidsal membership interest 3 as well as interest earned thereon, as well as bank 4 records as necessary." 5 That came from the third supplemental 6 disclosures. 7 The order goes on to say, "Claimant argues that 8 no records from Chase Bank have been disclosed in this 9 case such that Schindler would be qualified to 10 authenticate bank records in a position with Chase Bank. 11 Claimant also notes that she may be Mr. Golshani's 12 personal banker and therefore would have become known to 13 Respondent long before she was disclosed as a witness. 14 In response, Respondent does not address those issues, 15 saying only that Schindler is, quote, offered to testify 16 about funds on hand and available to Ben Golshani (and 17 thus CIA) and the interest rate earned on those funds." 18 The order goes on to say, "Given the fact that 19 Ms. Schindler was identified with contact information 20 prior to the close of discovery, it is the determination 21 of the arbitrator that the motion in limine to exclude 22 her as a witness is hereby denied without prejudice, 23 reserving to Claimant the right to object to the nature 24 of her testimony (attempting to authenticate records not 25 previously disclosed, lack of relevance in</p>	<p style="text-align: right;">Page 1105</p> <p>1 BY MR. LEWIN: 2 Q. How about for 2019? Same question. 3 A. 2.71. 4 Q. What about for 2019? 5 A. 2019 -- 6 ARBITRATOR WALL: Ms. Schindler, let me ask: Are 7 you referring to a document? 8 THE WITNESS: Yes. 9 ARBITRATOR WALL: What's the document? 10 THE WITNESS: Year-end statement. 11 ARBITRATOR WALL: Year-end statement of what? 12 THE WITNESS: Of Mr. Golshani. 13 MR. GERRARD: Again, Your Honor, I'd move to 14 strike the testimony. 15 ARBITRATOR WALL: The motion to strike is 16 granted. 17 BY MR. LEWIN: 18 Q. Are you able to testify about the available 19 interest rates in 2017, '18, and 19? 20 ARBITRATOR WALL: For who? 21 MR. LEWIN: For the bank, without looking -- 22 without reference to Mr. Golshani's accounts. 23 ARBITRATOR WALL: Wouldn't be relevant. 24 MR. LEWIN: All right. 25 Ms. Schindler, I don't think we have anything</p>

<p style="text-align: right;">Page 1106</p> <p>1 further then. Thank you for coming.</p> <p>2 ARBITRATOR WALL: Thank you very much.</p> <p>3 THE WITNESS: Thank you.</p> <p>4 MR. LEWIN: Do we have Mr. LeGrand?</p> <p>5 MR. GERRARD: Not yet.</p> <p>6 MR. LEWIN: He told me he was in the waiting</p> <p>7 room.</p> <p>8 ARBITRATOR WALL: No. She popped up in the</p> <p>9 waiting room.</p> <p>10 MR. LEWIN: I'm going to call him.</p> <p>11 THE WITNESS: We'll go off the record.</p> <p>12 (Discussion off the record.)</p> <p>13 ARBITRATOR WALL: Mr. LeGrand, can you hear me?</p> <p>14 THE WITNESS: Yes, I can.</p> <p>15 Whereupon,</p> <p>16 DAVID LEGRAND, ESQ.,</p> <p>17 having first been called as a witness, was duly sworn</p> <p>18 and testified as follows:</p> <p>19 MR. GERRARD: Your Honor, before we proceed, I</p> <p>20 have to raise an objection about Mr. LeGrand testifying</p> <p>21 at all, and I think voir dire is going to be</p> <p>22 appropriate. Mr. LeGrand has not only attorney/client</p> <p>23 privilege obligations to the entity Green Valley</p> <p>24 Commerce, but also has ethical responsibilities under</p> <p>25 our Rules of Professional Conduct 1.4, 1.7, and 1.13.</p>	<p style="text-align: right;">Page 1108</p> <p>1 MR. LEWIN: I think it's inappropriate for Mr.</p> <p>2 Gerrard to basically threaten him with a Bar complaint</p> <p>3 if he testifies.</p> <p>4 MR. GERRARD: It's not a threat. It's my</p> <p>5 obligation to let Mr. LeGrand know of my concerns. It's</p> <p>6 not a threat. It's exactly what we anticipate is a</p> <p>7 problem. I need to conduct voir dire so I can see the</p> <p>8 extent of that before any questions are asked so</p> <p>9 Mr. LeGrand is fully advised of the position that we</p> <p>10 have as it relates to this.</p> <p>11 ARBITRATOR WALL: I mean, any time an attorney</p> <p>12 testifies regarding client communications, there's</p> <p>13 generally a waiver somewhere along the line or an</p> <p>14 exception to the Rules of Professional Conduct that</p> <p>15 apply somehow.</p> <p>16 MR. GARFINKEL: Your Honor, may I speak? Mr.</p> <p>17 LeGrand's deposition was taken in the litigation.</p> <p>18 MR. SHAPIRO: No.</p> <p>19 MR. GARFINKEL: Yes.</p> <p>20 MR. SHAPIRO: No. No.</p> <p>21 MR. GARFINKEL: I'm talking.</p> <p>22 ARBITRATOR WALL: Stop. Stop. This litigation</p> <p>23 was me. In the litigation was he deposed?</p> <p>24 MR. GARFINKEL: No, he was not.</p> <p>25 ARBITRATOR WALL: Okay. That's what they were</p>
<p style="text-align: right;">Page 1107</p> <p>1 ARBITRATOR WALL: Nevada code?</p> <p>2 MR. GERRARD: Yes. Nevada Rules of Professional</p> <p>3 Conduct. I don't know how he would possibly testify in</p> <p>4 a proceeding and take a position adverse to that of his</p> <p>5 client. It's obvious he's had communications with</p> <p>6 Mr. Golshani and Mr. Lewin without ever notifying his</p> <p>7 client of those communications. There are serious</p> <p>8 issues that are raised by his willingness to appear,</p> <p>9 which will likely have to result in a Bar complaint. I</p> <p>10 want to do voir dire before any questions are asked him</p> <p>11 so I can determine what the extent of the</p> <p>12 confidentiality problems are and the attorney/client</p> <p>13 privilege breaches.</p> <p>14 MR. LEWIN: Your Honor, these objections are a</p> <p>15 thinly veiled attempt to intimidate the witness. If he</p> <p>16 was going to bring up these objections, he should have</p> <p>17 done so before. He's saying he's violating ethical</p> <p>18 obligations and a Bar complaint. He testified without</p> <p>19 objection in the first arbitration.</p> <p>20 ARBITRATOR WALL: I don't see that as a waiver.</p> <p>21 MR. LEWIN: The bottom line is that he did work</p> <p>22 for Green Valley.</p> <p>23 MR. GERRARD: I don't want to hear Mr. Lewin's --</p> <p>24 ARBITRATOR WALL: It's not an offer of proof</p> <p>25 right now, so...</p>	<p style="text-align: right;">Page 1109</p> <p>1 trying to say.</p> <p>2 MR. GARFINKEL: Mission Square is pending in</p> <p>3 state court, and also the first arbitration --</p> <p>4 ARBITRATOR WALL: I don't care about the</p> <p>5 Mission --</p> <p>6 MR. GARFINKEL: He also testified at the first</p> <p>7 arbitration. He was the drafter of the Green Valley</p> <p>8 operating agreement. It says that in there.</p> <p>9 ARBITRATOR WALL: I understand.</p> <p>10 MR. GARFINKEL: I guess they could go ahead -- I</p> <p>11 understand why Mr. Lewin is making those objections,</p> <p>12 because I think he's right. All of a sudden, after</p> <p>13 years, now they're objecting?</p> <p>14 ARBITRATOR WALL: What I was saying is I don't</p> <p>15 consider litigation for Mission Square to be a waiver in</p> <p>16 this action. I don't consider his testimony before</p> <p>17 Judge Haberfeld to necessarily be a waiver. The issues</p> <p>18 are somewhat different. So with respect to the -- you</p> <p>19 know, what is at issue, which is sort of how the Nevada</p> <p>20 Supreme Court look at attorney/client waivers for</p> <p>21 purposes of testifying, they're ostensibly and</p> <p>22 potentially different. I haven't read his testimony</p> <p>23 previously to know whether the issue of a waiver was</p> <p>24 explored or not.</p> <p>25 MR. GARFINKEL: Never was.</p>

<p style="text-align: right;">Page 1110</p> <p>1 MR. LEWIN: Your Honor, with respect to the</p> <p>2 waiver --</p> <p>3 ARBITRATOR WALL: There's two waivers going on.</p> <p>4 I was saying "waiver" in terms of waiving</p> <p>5 attorney/client privilege to allow him to testify to</p> <p>6 communications; and secondarily, the waiver and estoppel</p> <p>7 kind of thing by having him say if he's testified</p> <p>8 before, then there's a waiver on the issue of whether he</p> <p>9 can testify.</p> <p>10 MR. LEWIN: There's actually two matters. First</p> <p>11 of all, he testified -- his deposition was taken in both</p> <p>12 the Mission Square case and the arbitration. The</p> <p>13 testimony itself, once there's a waiver of an</p> <p>14 attorney/client privilege -- if there was one, by the</p> <p>15 way, and I'm not agreeing there was one to waiver --</p> <p>16 it's gone.</p> <p>17 ARBITRATOR WALL: Not for all purposes, no. I</p> <p>18 disagree.</p> <p>19 MR. LEWIN: If he testifies about the drafting of</p> <p>20 the operating agreement or communications that he's had</p> <p>21 regarding that and has produced documents concerning</p> <p>22 this which were produced both in a deposition in -- Mr.</p> <p>23 Shapiro took his deposition.</p> <p>24 MR. SHAPIRO: No.</p> <p>25 MR. LEWIN: You were present during his</p>	<p style="text-align: right;">Page 1112</p> <p>1 right?</p> <p>2 THE WITNESS: Very good.</p> <p>3 ARBITRATOR WALL: Go ahead.</p> <p>4 MR. LEWIN: I apologize, Your Honor, if I</p> <p>5 overstepped before, but the bottom line is that</p> <p>6 Mr. LeGrand testified, as they well know. They have his</p> <p>7 deposition that he represented Green Valley Commerce.</p> <p>8 He had meetings. He had meetings with Mr. Bidsal on</p> <p>9 behalf of Green Valley Commerce that he billed Green</p> <p>10 Valley Commerce. He had meetings with both Ben and</p> <p>11 Shawn regarding the operating agreement, and there's</p> <p>12 written communications. And to the extent that his</p> <p>13 testimony about what he reviewed with both of them --</p> <p>14 understand they are both managers. They both -- both of</p> <p>15 them or either of them can waive the privilege.</p> <p>16 MR. GERRARD: No. No.</p> <p>17 ARBITRATOR WALL: I don't think Mr. Golshani</p> <p>18 could waive the privilege with respect to discussions</p> <p>19 that the lawyer had with Mr. Bidsal.</p> <p>20 MR. LEWIN: It depends what capacity Mr. Bidsal</p> <p>21 is here for. Remember Mr. LeGrand is going to say the</p> <p>22 client was Green Valley, and that's been billed and that</p> <p>23 is what he considered the client. That's what he said</p> <p>24 in his deposition and at the first arbitration.</p> <p>25 ARBITRATOR WALL: Mr. Gerrard.</p>
<p style="text-align: right;">Page 1111</p> <p>1 deposition.</p> <p>2 MR. SHAPIRO: I was present but didn't Notice it.</p> <p>3 MR. GARFINKEL: They got all the documents --</p> <p>4 ARBITRATOR WALL: One at a time for her.</p> <p>5 MR. LEWIN: That horse is out of the barn, I</p> <p>6 submit. So it doesn't -- I don't think you can waiver</p> <p>7 the attorney/client privilege here and assert it here on</p> <p>8 the same subject matter.</p> <p>9 ARBITRATOR WALL: I don't know it's the same</p> <p>10 subject matter. If the same subject matter is the Green</p> <p>11 Valley transaction, that's a little narrower than</p> <p>12 discussions with respect to different provisions which</p> <p>13 may or may not have been an issue in his prior</p> <p>14 testimony. I haven't seen his prior testimony.</p> <p>15 MR. LEWIN: Understand that he was -- and I think</p> <p>16 he'll testify he considered his client to be --</p> <p>17 MR. GERRARD: I don't want to hear Mr. Lewin</p> <p>18 speaking for Mr. --</p> <p>19 MR. LEWIN: After you threaten him and you</p> <p>20 complain about me telling him?</p> <p>21 ARBITRATOR WALL: Do I get to speak or do you</p> <p>22 want to take control? Do you want to sit here?</p> <p>23 MR. LEWIN: I apologize, Your Honor.</p> <p>24 ARBITRATOR WALL: Mr. LeGrand, can you hear me?</p> <p>25 I'm going to mute my own microphone for a moment. All</p>	<p style="text-align: right;">Page 1113</p> <p>1 MR. GERRARD: Sure. It's very straightforward,</p> <p>2 Judge. NRCP 1.13. That's the rule that deals with an</p> <p>3 organization as a client. It clearly states that if a</p> <p>4 lawyer represents an entity as a client, that that is</p> <p>5 the client. And then Subpart G of that rule states that</p> <p>6 if the lawyer representing that organization also wants</p> <p>7 to represent any of its officers, directors, employees</p> <p>8 or members -- that word is used, members -- that the</p> <p>9 organization's consent to that dual representation is</p> <p>10 required by Rule 1.7.</p> <p>11 ARBITRATOR WALL: Okay.</p> <p>12 MR. GERRARD: That has never occurred here, and</p> <p>13 Mr. LeGrand has been acting on behalf of one of the</p> <p>14 members of this entity adversely to not only the client,</p> <p>15 because he's about to give testimony or they're going to</p> <p>16 try to elicit testimony that's inconsistent with what</p> <p>17 his client, the company, did. In other words, the</p> <p>18 company took a certain position. They filed tax</p> <p>19 returns. They took all the actions that they did that</p> <p>20 you've already heard testimony about based upon their</p> <p>21 understanding of the operating agreement, and now</p> <p>22 they're trying to bring in Mr. LeGrand after the fact to</p> <p>23 take a position that's inconsistent with the one taken</p> <p>24 by the entity, which is his client, and under Rule 1.7,</p> <p>25 they cannot do that.</p>

<p style="text-align: right;">Page 1114</p> <p>1 Mr. LeGrand cannot take a position inconsistent</p> <p>2 with that of his client, nor can he be prepping or</p> <p>3 speaking with one of the members to the exclusion of the</p> <p>4 other member without the other member's consent. That's</p> <p>5 very clear under Rule 1.7. Rule 1.7 deals with the</p> <p>6 conflict of interest that arises when there's a</p> <p>7 concurrent conflict of interest. And a concurrent</p> <p>8 conflict of interest is defined as the representation of</p> <p>9 one client that will be directly adverse to another</p> <p>10 client.</p> <p>11 And here he's been representing Mr. Golshani</p> <p>12 individually and speaking with Mr. Golshani and his</p> <p>13 lawyers individually without to consent of the</p> <p>14 company -- because that consent would have to come from</p> <p>15 both managers, not just one -- and he's been divulging,</p> <p>16 apparently, attorney/client privilege communications.</p> <p>17 Because as long as he is just speaking with</p> <p>18 Mr. Golshani, he's okay. The minute they try to bring</p> <p>19 that to Your Honor, it's a breach of the attorney/client</p> <p>20 privilege.</p> <p>21 So the problem is he has an irreconcilable</p> <p>22 conflict of interest. He did not get the consent of the</p> <p>23 entity to be able to speak with Mr. Golshani</p> <p>24 individually, to discuss this case with just</p> <p>25 Mr. Golshani and his lawyers without notifying</p>	<p style="text-align: right;">Page 1116</p> <p>1 MR. GERRARD: Yeah. Here we have an</p> <p>2 irreconcilable conflict of interest, and there's no way</p> <p>3 they can get around the attorney/client privilege</p> <p>4 because this is a communication which is a matter of</p> <p>5 common interest between two or more clients.</p> <p>6 MR. SHAPIRO: No. The client was Green Valley.</p> <p>7 He was very clear in his testimony. Green Valley is not</p> <p>8 a party.</p> <p>9 MR. GERRARD: Exactly. So the exception does not</p> <p>10 apply, and he has never gotten the consent of the</p> <p>11 entity. So, Judge, this is the problem that we have</p> <p>12 with Mr. LeGrand. Somewhere along the line he thought</p> <p>13 it was appropriate for him to start having</p> <p>14 communications with Mr. Golshani and Mr. Golshani's</p> <p>15 lawyers and apparently discussing communications he had</p> <p>16 with Mr. Bidsal, which he does not have the right to do.</p> <p>17 They're privileged. Mr. Bidsal has never waived any</p> <p>18 privilege, and the client could not waive the privilege</p> <p>19 because it would require the consent of both of the</p> <p>20 parties that are managers. And so -- that has not</p> <p>21 happened. That's very clear, so I have very grave</p> <p>22 concerns about this witness providing testimony with the</p> <p>23 irreconcilable conflict of interest that exists.</p> <p>24 ARBITRATOR WALL: Why wouldn't this have been</p> <p>25 raised as soon as Mr. LeGrand was Noticed as a witness?</p>
<p style="text-align: right;">Page 1115</p> <p>1 Mr. Bidsal of what it was that was the issue, No. 1.</p> <p>2 No. 2, he does not have the right to take any</p> <p>3 position that's inconsistent with his client, which is</p> <p>4 the company, which is exactly what they're trying to put</p> <p>5 him on for.</p> <p>6 No. 3, he's never obtained any waiver of a</p> <p>7 conflict or obtained the consent of either the client or</p> <p>8 Mr. Bidsal. Both of those -- all three of those are</p> <p>9 violations of 1.7. Now as to the attorney/client</p> <p>10 privilege issue specifically, that's, of course, dealt</p> <p>11 with in NRS Chapter 49. NRS Chapter 49.115 states in</p> <p>12 the exceptions -- these are the exceptions to the</p> <p>13 attorney/client privilege. And if you could bring that</p> <p>14 up, Your Honor, that would probably be easier for you to</p> <p>15 see it. I'm specifically looking at exception No. 5.</p> <p>16 MR. LEWIN: What are you looking at?</p> <p>17 MR. GERRARD: NRS 49.115. No. 5 is the one at</p> <p>18 issue. There is no privilege as to a communication</p> <p>19 relevant to a matter of common interest between two or</p> <p>20 more clients if the communication was made by any of</p> <p>21 them to a lawyer retained or a consultant in common when</p> <p>22 offered in an action between any of them.</p> <p>23 MR. SHAPIRO: Any of the clients.</p> <p>24 MR. GERRARD: I'm sorry. Right. So again --</p> <p>25 MR. GARFINKEL: Green Valley is not a party.</p>	<p style="text-align: right;">Page 1117</p> <p>1 MR. GERRARD: We didn't raise it because he</p> <p>2 hadn't done anything to violate it. Unless or until</p> <p>3 Mr. LeGrand decides he's going to appear, he's the one</p> <p>4 that needed to object to the Subpoena. He has an</p> <p>5 absolute obligation, a fiduciary duty to my client and</p> <p>6 the entity to preserve that privilege and not violate</p> <p>7 his ethical responsibilities, and we had to wait to see</p> <p>8 if he was actually going to decide to appear. Not only</p> <p>9 is he appearing, he's obviously had communications.</p> <p>10 MR. SHAPIRO: Not only that, the issues in the</p> <p>11 prior arbitration didn't have the same inherit conflict.</p> <p>12 When the arbitration was first filed, the extent and</p> <p>13 scope of this arbitration was a little unknown. It gets</p> <p>14 narrowed down as the process goes by. And as it has</p> <p>15 been narrowed down, most of those issues that he could</p> <p>16 testify to are eliminated. It's irrelevant. The only</p> <p>17 remaining issues he can testify to involve an inherit</p> <p>18 conflict that didn't exist in any of the prior existing</p> <p>19 proceedings.</p> <p>20 ARBITRATOR WALL: Why not?</p> <p>21 MR. SHAPIRO: The issue was who was the drafter</p> <p>22 of specific language. That's not privileged. There was</p> <p>23 discussion about where that language came from. That</p> <p>24 was it. There wasn't discussion about what it meant.</p> <p>25 That wasn't what David LeGrand's testimony was used for.</p>

<p style="text-align: right;">Page 1118</p> <p>1 Obviously the intent of the parties, that's what the 2 Court is supposed to interpret. It didn't get into any 3 issues that were privileged. 4 In this case he's going to try and come in and 5 take a position that's contrary to his client and 6 contrary to the actions of Green Valley Commerce over 7 the years, and that's where the conflict comes in. 8 ARBITRATOR WALL: Mr. Lewin. 9 MR. LEWIN: First of all, there's no conflict 10 that exists to the extent he represented Green Valley. 11 He worked with both Mr. Bidsal and Mr. Golshani in 12 creating the operating agreement. They've listed as 13 exhibits in their own exhibit list all kinds of 14 communications between him and Mr. LeGrand and Mr. 15 Bidsal and Mr. Golshani. 16 ARBITRATOR WALL: For me that doesn't waive the 17 attorney/client privilege for any other conversations 18 they had. 19 MR. LEWIN: The claim here is in essence that 20 Mr. Bidsal is his client and he's going to testify -- 21 ARBITRATOR WALL: No. Green Valley Commerce, LLC 22 is the client, and he can't testify without the consent 23 of Green Valley Commerce to protected communications by 24 the managers, and the consent is not unilaterally 25 Mr. Golshani's to waive consent.</p>	<p style="text-align: right;">Page 1120</p> <p>1 different. 2 MR. SHAPIRO: He never testified -- 3 ARBITRATOR WALL: Wait, wait, wait, wait, wait. 4 One at a time. 5 MR. LEWIN: The documents we intend to question 6 him about are documents produced by him in the first 7 litigation. 8 ARBITRATOR WALL: "Him" being? 9 MR. LEWIN: Mr. LeGrand. Mr. Shapiro knows about 10 it. They're documents we disclosed. Documents on our 11 witness list. And who is to say that one manager can 12 assert privilege for Green Valley but the other one 13 can't waive it? Do they need consensus to assert the 14 privilege? Again, his testimony is not against Green 15 Valley. Green Valley is not a party here. His 16 testimony and the idea of whatever Mr. Bidsal does is 17 somehow convoluted into the action of the LLC -- if he 18 does something as a manager that is not in accordance 19 with the operating agreement, that's not contrary to 20 Green Valley. The action is against him to try to 21 address improper distributions that he's made and try to 22 come to the purchase price. He is the drafter of the 23 agreement. He had meetings with both of them. He had 24 discussions with both of them. I don't think there's an 25 issue of privilege here. If there was, it certainly was</p>
<p style="text-align: right;">Page 1119</p> <p>1 MR. GARFINKEL: The first litigation -- I 2 disagree with Mr. Shapiro. The first litigation 3 ultimately involved -- the first arbitration involved 4 what the Green Valley operating agreement said and what 5 it meant, and that's what Judge Haberfeld did. He had 6 to interpret the operating agreement. 7 Similarly, you have to interpret the operating 8 agreement in this case. What you're dealing with now is 9 Exhibit B. It's no different from the first one. 10 Mr. LeGrand testified about the drafting process and 11 what the intent was because he communicated with 12 Mr. Golshani and Mr. Bidsal, and that's what the first 13 arbitration was about. That's what Judge Haberfeld had 14 to do. He had to interpret the contract. He said it 15 was ambiguous. 16 The bottom line is he listened to the testimony 17 of Mr. LeGrand and that's how he ruled. It's no 18 different here. What's funny is they identified 19 Mr. LeGrand as a witness. So did we. They knew he was 20 going to be testifying. They've put into all kinds of 21 Emails that deal with the drafting process. They're 22 trying to be creative and keep him from testifying, but 23 it's no different from the first arbitration. He was 24 brought in to testify about what the intent was of the 25 parties in the drafting of the agreement. It's no</p>	<p style="text-align: right;">Page 1121</p> <p>1 waived when he produced the documents we intend to ask 2 him about. 3 ARBITRATOR WALL: I don't know that that 4 constitutes a waiver. 5 MR. GERRARD: It's really straightforward. When 6 you read the rule, he must get the consent of the client 7 to waive the conflict. He hasn't done that. He could 8 never do it because one manager acting alone can't do 9 it. In fact, if you're asking for a waiver, the waiver 10 can't be given by the party that intends to use the 11 information against the other party. That's what the 12 rule says. 13 So there's just no way that he could have ever 14 obtained the waiver of the conflict of interest. It 15 just can't happen. And his conflict doesn't go away. 16 It's irreconcilable because what he's done, he had 17 communications clearly with representatives of the 18 client. Those communications are privileged. They 19 can't go to a third party. What they're saying is, in 20 essence, because he was involved in communications that 21 both Mr. Bidsal and Mr. Golshani were there for, that 22 that somehow waives the privilege. Of course it 23 doesn't. It's as soon as that information is tried to 24 be communicated to a third party like Your Honor that 25 the privilege must be invoked.</p>

<p style="text-align: right;">Page 1122</p> <p>1 So that's the problem. The rules are very clear, 2 and Rule 1.7 demonstrates that there is an 3 irreconcilable conflict of interest. He doesn't have 4 the consent. 5 Then you get to Rule 1.4A1. 1.4A1 is another 6 clear violation of his ethical responsibility. It says 7 that the attorney has a -- quote, the lawyer shall, one, 8 promptly inform the client of any decision or 9 circumstances with respect to which the client's 10 informed consent is required by these rules. 11 These rules include 1.7, and in fact it's very 12 specific when you look at 1.7 and 1.13 that he must 13 obtain the informed consent of the client. Guess what? 14 There's never been a disclosure to Mr. Bidsal that Mr. 15 LeGrand was having conversations with the attorneys for 16 Mr. Golshani. Never. They have never disclosed -- he 17 has never disclosed to my client that he had been 18 contacted by them and they wanted him to give 19 information about communications that he had had with a 20 representative of his client. That's never happened. 21 Nor has he ever asked for that consent to be able to 22 have those communications, and he's not allowed to do 23 that. That's a violation of the privilege. 24 That's the problem. There's nowhere for them to 25 go with this because Mr. LeGrand has not fulfilled his</p>	<p style="text-align: right;">Page 1124</p> <p>1 ARBITRATOR WALL: Which one? 2 A. 49.115 Section 5 talks about communications 3 between two or more clients. 4 ARBITRATOR WALL: The client is Green Valley. 5 MR. LEWIN: So that rule doesn't apply because 6 that rule applies when you have two clients and a lawyer 7 is representing both of them and now one is against the 8 other. That's not the case here. 9 ARBITRATOR WALL: That would be an exception. 10 That circumstance you just described is what subsection 11 5 of 49.115 is about. 12 MR. LEWIN: That's not what we have here. 13 MR. GERRARD: That's what I was saying. 14 MR. LEWIN: Mr. Bidsal was not a client. This 15 operating agreement was drafted and there's a waiver 16 that Mr. Garfinkel was pointing out. There's a waiver 17 in here on Section 1 on Article 13 of Page 20, but this 18 has to do with legal counsel to the company. 19 MR. GERRARD: That's not -- sorry. 20 MR. LEWIN: He is trying to convolute the fact he 21 may have had conversations with a co-manager, and as a 22 lawyer that restricts his ability to testify about 23 conversations about what he did in terms of drafting 24 this agreement and what conversations he's had with both 25 of them together and all kinds of things. It doesn't</p>
<p style="text-align: right;">Page 1123</p> <p>1 ethical duties under the Rules of Professional Conduct 2 to his client and certainly not to a representative of 3 the client in the form of Mr. Bidsal, who is also a 4 manager of the company. 5 He would have to receive that disclosure he was 6 having a communication at all and obtain his consent, 7 and once that consent was given, that still wouldn't 8 change the privilege issue. 9 MR. LEWIN: Can I -- 10 ARBITRATOR WALL: No. 11 MR. SHAPIRO: I want to go to this whole thing 12 about consent. When you think about it, who has to give 13 consent? Green Valley Commerce. That is the client. 14 How does Green Valley consent? According to the 15 operating agreement, there's a majority vote. And 16 there's an arbitration dispute if they can't get a 17 majority vote. We're here under that arbitration 18 clause. 50/50 ownership. You can't get an affirmative 19 vote of the managers or members of that company to waive 20 a privilege. It can't be. When you look at the 21 operating agreement, unless Shawn agreed to provide 22 consent, it doesn't exist. 23 ARBITRATOR WALL: Mr. Lewin. 24 MR. LEWIN: I want to point out that the rule 25 that Mr. Gerrard talks about --</p>	<p style="text-align: right;">Page 1125</p> <p>1 hold water that Mr. LeGrand is unable to testify. 2 On top of which, as I mentioned before, the 3 documents that -- some of the documents I intend on 4 asking questions about, including this -- the operating 5 agreement, has been disclosed and has been disclosed 6 both in his prior deposition, in the arbitration 7 hearing, and he's been -- should be allowed to testify 8 about those here. It's quite common when you have 9 people talking about the interpretation of an agreement 10 to have the drafter of the agreement testify about it. 11 That is neither for or against the interest of the 12 company. It is what it is. 13 I want to correct Mr. Gerrard. He said it's 14 never been disclosed that Mr. LeGrand has had 15 conversations with Mr. Golshani. In the first 16 arbitration and in his deposition he testified about the 17 fact that Mr. Golshani had contacted him after he 18 received Mr. Bidsal's offer and had communications with 19 him. Those documents were disclosed, actually, in the 20 first arbitration and he testified about them. So Mr. 21 Gerrard is wrong when he says the fact that Mr. Golshani 22 has never had conversations with him, never been 23 disclosed or known is untrue. 24 Lastly, it's not coincidental that in his first 25 arbitration -- in the proceeding, Mr. LeGrand testified</p>

<p style="text-align: right;">Page 1126</p> <p>1 about how Mr. Bidsal contacted him shortly before his 2 deposition and asked him if he wanted to do legal work 3 for him.</p> <p>4 ARBITRATOR WALL: Well, that doesn't matter.</p> <p>5 MR. SHAPIRO: I want to follow up on what Rod 6 said. It is true Mr. LeGrand did disclose he had 7 conversations directly with Ben. In fact, he wrote an 8 adversarial letter to me that he didn't send because he 9 said, "Wait a second. I think I've got a conflict." 10 And he never sent the letter. In his testimony he said, 11 "I started to realize I was getting into a conflict 12 situation. I didn't want anything to do with it." 13 Mr. LeGrand is acknowledging himself there's some 14 conflict issues and we're asserting it. The issues 15 didn't arise because -- I mean, look, if it was the same 16 issues in the first arbitration and the second 17 arbitration, we wouldn't be here. Right? This would be 18 resolved. We're here because the issues are different. 19 The issues of conflict didn't come up in the first one. 20 It is coming up now. The problem is what LeGrand 21 thought when he drafted the document is irrelevant 22 because the document needs to be what the intent of the 23 parties were and LeGrand is not a party. The only 24 testimony he can give is based upon conversations he had 25 that are protected by the privilege.</p>	<p style="text-align: right;">Page 1128</p> <p>1 Commerce, LLC that the attorney/client privilege has 2 been waived such that you can discuss conversations that 3 you had with Mr. Golshani and conversations that you had 4 with Mr. Bidsal. I don't want to know the substance of 5 the conversations. Do you understand where I'm going? 6 THE WITNESS: Um, well, I do understand where 7 you're going, and at this point, having been threatened 8 with Bar action, I'm going to decline to testify until I 9 have had the opportunity to consult independent legal 10 counsel.</p> <p>11 ARBITRATOR WALL: Okay. The client is Green 12 Valley Commerce, LLC. Right? 13 THE WITNESS: Yes. But, you know, entity 14 privilege is a little bit different than an individual 15 privilege, and Mr. Golshani, as the major funder and a 16 co-manager in principal, has waived any privilege.</p> <p>17 ARBITRATOR WALL: Do you believe that waiver 18 extends to conversations that you had with Mr. Bidsal? 19 THE WITNESS: Well, of course it does. That's 20 how entity privilege works. As between the members 21 there is no privilege to Mr. Bidsal or to Mr. Golshani. 22 I am free to disclose to either of -- my understanding 23 of the Nevada ethics are that I'm free to disclose to 24 either member anything that the other member or manager 25 says.</p>
<p style="text-align: right;">Page 1127</p> <p>1 ARBITRATOR WALL: Is he a Nevada lawyer? 2 MR. LEWIN: Yes. 3 MR. GERRARD: Yes. 4 MR. LEWIN: Testimony would be about what 5 conversations he had with both.</p> <p>6 ARBITRATOR WALL: I'm concerned about not only 7 the invocation of the privilege. Frankly, I'm concerned 8 on behalf of the lawyer. I'm going to start by taking 9 him on voir dire on these issues to lay some foundation 10 for it, and then I'll let both counsel inquire without 11 getting into the substance of the communications. Fair 12 enough?</p> <p>13 All right, Mr. LeGrand, this is David Wall. I 14 appreciate your patience. Can you hear me all right? 15 THE WITNESS: Yes, sir.</p> <p>16 ARBITRATOR WALL: There's been a fair amount of 17 discussion outside your presence. There's certain 18 issues that I want to reach by way of sort of a 19 quasi-voir dire. All right?</p> <p>20 First of all, the issue that has come up was one 21 of privilege. Your client, as I understood it, is Green 22 Valley Commerce, LLC. Is that right? 23 THE WITNESS: Yes, sir.</p> <p>24 ARBITRATOR WALL: Tell me if and how you believe 25 as the lawyer or former lawyer for Green Valley</p>	<p style="text-align: right;">Page 1129</p> <p>1 ARBITRATOR WALL: I don't disagree with that. 2 The question is whether you can disclose communications 3 by either member to someone else without each member's 4 consent and/or waiver of the privilege.</p> <p>5 THE WITNESS: Well, I don't know the answer to 6 that, so I'm going to consult with either Bar counsel or 7 independent legal counsel.</p> <p>8 ARBITRATOR WALL: All right. All right. 9 Mr. Lewin, any questions at this time for 10 Mr. LeGrand? 11 MR. LEWIN: Yes.</p> <p style="text-align: center;">EXAMINATION</p> <p>13 BY MR. LEWIN: 14 Q. Mr. LeGrand, you gave your deposition in -- 15 ARBITRATOR WALL: You might want to look in there 16 and speak as loud as you can.</p> <p>17 MR. LEWIN: I thought the microphone is here. 18 ARBITRATOR WALL: Okay.</p> <p>19 BY MR. LEWIN: 20 Q. Mr. LeGrand, you did your deposition in front of 21 Mr. Shapiro and Mr. Garfinkel. Right? 22 A. Yes, sir. 23 Q. And did Mr. Shapiro raise the issue of 24 attorney/client privilege? 25 A. No, sir.</p>

<p style="text-align: right;">Page 1130</p> <p>1 Q. And you produced your entire file in that 2 deposition. Right?</p> <p>3 A. I'm sorry.</p> <p>4 Q. You produced your entire file in that deposition. 5 Right? You produced your entire file in that 6 deposition. Is that right?</p> <p>7 A. I did.</p> <p>8 Q. That was pursuant to a Subpoena issued by Mr. 9 Garfinkel. Right?</p> <p>10 A. Yes.</p> <p>11 Q. And Mr. Shapiro never objected to that Subpoena, 12 did he?</p> <p>13 A. Not to my knowledge.</p> <p>14 Q. And you had conversations with -- regarding this 15 operating agreement, without telling us the substance of 16 the discussions, with Mr. Bidsal and Mr. Golshani in 17 both of their presences. Right?</p> <p>18 A. Yes.</p> <p>19 Q. And since the first arbitration, has any 20 representative of Mr. Bidsal contacted you and told you 21 that you should not talk to Mr. Golshani or any of his 22 representatives?</p> <p>23 A. No, sir.</p> <p>24 Q. Did you understand if you spoke to me to set up 25 this deposition you were doing so as Mr. Golshani's</p>	<p style="text-align: right;">Page 1132</p> <p>1 at some point in the future. All right?</p> <p>2 THE WITNESS: Yes, sir. Thank you.</p> <p>3 ARBITRATOR WALL: I'm not going to put him in 4 that spot.</p> <p>5 MR. LEWIN: I understand. I'm not quarrelling 6 with that, but I am quarrelling with the waiting and 7 sandbagging and waiting until we get to this hearing 8 when we know that we have this day to finish the hearing 9 and tomorrow is closing arguments.</p> <p>10 ARBITRATOR WALL: There's been a little bit of 11 that on both sides frankly.</p> <p>12 MR. GARFINKEL: If they filed a motion in limine 13 before, why wouldn't they do it for something as 14 important as this?</p> <p>15 ARBITRATOR WALL: Well, they filed a motion in 16 limine, and you still brought the witness and had them 17 reading documents nobody had ever seen. So I think 18 we're on a level playing field, frankly.</p> <p>19 MR. LEWIN: There's a little bit of difference. 20 Ms. Schindler's testimony is a minute part of the case.</p> <p>21 ARBITRATOR WALL: I don't know what it's going to 22 be.</p> <p>23 MR. LEWIN: Mr. LeGrand, who is the drafter of 24 the agreement and testified before is a major part of 25 our case.</p>
<p style="text-align: right;">Page 1131</p> <p>1 lawyer?</p> <p>2 A. Yeah.</p> <p>3 Q. And during the arbitration proceeding that you 4 also testified in with respect to Judge Haberfeld, did 5 Mr. Shapiro or his other associated lawyer ever raise 6 the attorney/client privilege?</p> <p>7 A. No, sir.</p> <p>8 MR. LEWIN: Anything else?</p> <p>9 MR. GARFINKEL: (Moved head.)</p> <p>10 MR. LEWIN: I don't think I have anything else.</p> <p>11 ARBITRATOR WALL: I don't know if you need to 12 question him because he said he's not going to question 13 him.</p> <p>14 MR. GERRARD: If he's not going to testify, 15 there's no reason to. I've got questions if he is.</p> <p>16 ARBITRATOR WALL: I'm not going to put 17 Mr. LeGrand in that position to somehow direct him to 18 give up his right to speak to independent counsel or Bar 19 counsel or whoever he wants, to tell you the truth. We 20 can figure out what to do with respect to the closing of 21 this hearing, but I'm certainly not going to put him in 22 that position.</p> <p>23 So all right. Mr. LeGrand, you are free to log 24 off at this time and we will contact you -- someone will 25 contact you if it becomes necessary to have you testify</p>	<p style="text-align: right;">Page 1133</p> <p>1 ARBITRATOR WALL: Understood. I'm not going to 2 make him testify now.</p> <p>3 MR. LEWIN: I know that. I don't know how we 4 proceed.</p> <p>5 ARBITRATOR WALL: My inclination would be that we 6 finish everything but Mr. LeGrand. That Mr. LeGrand has 7 the opportunity, if somebody still wants to call him as 8 a witness, to seek independent counsel on that.</p> <p>9 Honestly, I would probably want --</p> <p>10 MR. SHAPIRO: Some briefing, Your Honor?</p> <p>11 ARBITRATOR WALL: -- briefing on this issue in 12 addition to, you know, the position that Mr. LeGrand is 13 going to take. We may brief it and I might say, "He can 14 testify," and he might say "I'm not going to."</p> <p>15 MR. LEWIN: I have a different possible solution. 16 I'm not sure that I want to use it to the exclusion. 17 Under the rules I think that you are able to take 18 testimony by way of prior depositions even though they 19 may have not been taken in this case, prior deposition 20 testimony about matters relating to -- that may have 21 some bearing on this case. I think the rules -- by the 22 way -- the way I read the rules -- and I have to admit 23 that I may not be the most expert on that -- you have 24 flexibility in that regard as to how you take testimony 25 and to what extent you determine you want to apply the</p>

<p style="text-align: right;">Page 1134</p> <p>1 rules of evidence.</p> <p>2 ARBITRATOR WALL: It's a little different here</p> <p>3 because it's not simply the JAM rules because it also</p> <p>4 says it's administered by JAMS -- originally said, I</p> <p>5 think, they're expedited rules, but we stipulated out of</p> <p>6 that to the comprehensive rules. But it also says it's</p> <p>7 governed by the federal authority, so...</p> <p>8 MR. LEWIN: Well, let me just say --</p> <p>9 ARBITRATOR WALL: It doesn't say governed by</p> <p>10 the -- administered by JAMS but governed by the Federal</p> <p>11 Arbitration Act.</p> <p>12 MR. LEWIN: There's an issue about how the</p> <p>13 federal arbitration rule is going to play with that.</p> <p>14 I'm just not prepared to talk about that.</p> <p>15 ARBITRATOR WALL: Got it.</p> <p>16 MR. LEWIN: We briefed that in the appeal to some</p> <p>17 extent, which set of rules apply. We came here to</p> <p>18 finish this up. Mr. Golshani -- I can't finish</p> <p>19 Mr. Golshani's testimony until I know what's happening</p> <p>20 with Mr. LeGrand.</p> <p>21 ARBITRATOR WALL: Why?</p> <p>22 MR. GERRARD: Why?</p> <p>23 MR. LEWIN: Because Mr. LeGrand's not going to be</p> <p>24 able to testify. I had matters that I expected</p> <p>25 Mr. LeGrand to testify to that I wouldn't necessarily</p>	<p style="text-align: right;">Page 1136</p> <p>1 preparing for these two hearings. It's not our fault.</p> <p>2 It's not our fault. I truly believe the end result,</p> <p>3 we're going to find a waiver by way of prior testimony.</p> <p>4 I don't think you can say -- in other words --</p> <p>5 ARBITRATOR WALL: I haven't seen it.</p> <p>6 MR. LEWIN: I have. I know which questions I was</p> <p>7 going to ask him.</p> <p>8 As I said, finishing with Mr. -- I can finish</p> <p>9 with Mr. Golshani but that -- that puts us at a</p> <p>10 disadvantage because unless they finish with their</p> <p>11 cross-examination of him, with reserving the right to</p> <p>12 bring him back if we need to if Mr. LeGrand is not able</p> <p>13 to testify, that's one issue. I don't want to put him</p> <p>14 on unprepared to testify about areas that I didn't</p> <p>15 think I had to cover because I do -- from his prior</p> <p>16 testimony, not from my conversations with him. I knew</p> <p>17 what his prior testimony was. I knew what he was going</p> <p>18 to answer.</p> <p>19 I mean, ultimately what this really comes down to</p> <p>20 it's really what the drafter of the agreement -- is he</p> <p>21 going to admit there's a typo? Is he going to say</p> <p>22 there's not?</p> <p>23 ARBITRATOR WALL: I don't know if I agree with</p> <p>24 that.</p> <p>25 MR. GERRARD: Judge, I'm sorry. I just have to</p>
<p style="text-align: right;">Page 1135</p> <p>1 need Mr. Golshani to testify to. In order to prepare</p> <p>2 Mr. Golshani to testify about that stuff, he's not</p> <p>3 prepared to testify because I didn't need him.</p> <p>4 Mr. Golshani -- the issue really is the threat of the</p> <p>5 complaint is really what scared him off.</p> <p>6 ARBITRATOR WALL: Well, look. I would have</p> <p>7 brought it up with him before he testified. It was</p> <p>8 clear to me that there's an issue here that I wanted to</p> <p>9 make sure before the attorney testified that there was a</p> <p>10 waiver of privilege. So it was going to come up if --</p> <p>11 you know, sua sponte from me one way or another, so --</p> <p>12 just because I have to satisfy myself that there's been</p> <p>13 a waiver any time an attorney testifies.</p> <p>14 MR. LEWIN: Here's where we are. We're supposed</p> <p>15 to be finished with Mr. Golshani and have Mr. Manabat.</p> <p>16 We're supposed to be finished with these people today</p> <p>17 and have closing tomorrow. Closing is not going to</p> <p>18 happen without Mr. LeGrand.</p> <p>19 ARBITRATOR WALL: Correct. So we have tomorrow</p> <p>20 afternoon.</p> <p>21 MR. LEWIN: If we had -- if Mr. Bidsal's counsel</p> <p>22 had raised this issue in a timely fashion, we could have</p> <p>23 maybe even postponed these hearings until we figured</p> <p>24 this out or briefed it so we wouldn't be doing it at the</p> <p>25 last minute. We spent a lot of money coming up here and</p>	<p style="text-align: right;">Page 1137</p> <p>1 respond. Obviously this insinuation that this is</p> <p>2 sandbagging is ridiculous. We did not know whether</p> <p>3 Mr. LeGrand was going to come and appear and testify or</p> <p>4 not until he does it. He has an ethical responsibility</p> <p>5 to preserve the privilege and he has also ethical</p> <p>6 responsibilities under the Rules of Professional</p> <p>7 Conduct. It's not my job to call him up and say, "This</p> <p>8 is what your duties are. What are you planning on</p> <p>9 doing?" It's his job to preserve those -- you know,</p> <p>10 those rights that belong to the client, and we've</p> <p>11 already gone through that whole argument. I'm not going</p> <p>12 to make it again about why the privilege exists. They</p> <p>13 don't have to agree, but it cannot be waived. It cannot</p> <p>14 be waived unless they've asked that specific question</p> <p>15 before, and they haven't.</p> <p>16 So the point here is this is not about and has</p> <p>17 never been about what David LeGrand drafted or didn't</p> <p>18 draft. We have those documents. We have them. We can</p> <p>19 see exactly what he did, and his testimony about what</p> <p>20 those things mean is what they want, and that testimony</p> <p>21 isn't relevant because it doesn't matter what he thinks</p> <p>22 it means. It only matters what Mr. Bidsal and</p> <p>23 Mr. Golshani thought that it meant. It's their intent.</p> <p>24 It's their contract.</p> <p>25 Mr. LeGrand, his testimony about what it means is</p>

<p style="text-align: right;">Page 1138</p> <p>1 completely 100 percent irrelevant unless he testifies 2 that he gained that understanding of the intent by 3 divulging a privileged communication with my client. 4 That's the whole point. He cannot testify about 5 communications he had with a client representative. He 6 can't do it. It hasn't been waived. Mr. Bidsal has 7 never waived it and the entity has never waived it, and 8 it's never been raised to be waived. It has to be 9 waived in writing, according to the rules.</p> <p>10 Counsel keeps arguing that it just can be 11 magically erased because some questions were asked to 12 him about who drafted the document before. That doesn't 13 require divulging an attorney/client communication. For 14 him to say who drafted the document is for him to say 15 what he saw happen. Not what my client thought that the 16 document meant or what Mr. Golshani thought that the 17 document meant. Those are very different things.</p> <p>18 And so, you know, I take great exception to this 19 idea that we're sandbagging. We didn't know if they 20 were going to call him. We're not sandbagging anything. 21 We didn't know -- just because they put him on a witness 22 list? They put a lot of names on the list that haven't 23 been called. We don't know what's going to happen until 24 it happens. We don't know that he's going to breach his 25 obligations to the client until it happens. I warned</p>	<p style="text-align: right;">Page 1140</p> <p>1 which is part of what this arbitration is about. There 2 is no purchase until the Supreme Court rules. Right? 3 So in terms of logistics and timing of the essence -- 4 MR. LEWIN: Just to respond to Mr. Gerrard. I 5 love this guy. "I'm not going to repeat the arguments" 6 and then he goes on for ten minutes with the argument. 7 First of all, his duty as a lawyer and as a 8 responsible litigant in this arbitration would have been 9 to advise us that this was going to be their position. 10 We -- I told you the last time we were here we were 11 going to call. This morning we said who we were going 12 to call, when they were coming. If he would have 13 advised us then, we could have chewed some of this up 14 then and not taken up Mr. LeGrand's time. We could have 15 told him not to appear, No. 1. 16 No. 2, he's convoluting the issue about the 17 members having the attorney/client relationship. 18 ARBITRATOR WALL: Look, you preserve everything. 19 If you don't respond right now, I'm not going to say 20 there's a waiver. I'm going to require it in writing 21 anyway. So in terms of -- 22 MR. LEWIN: I prefer it in writing. 23 ARBITRATOR WALL: In terms of finishing, I mean, 24 we now have -- we haven't spent as much time on this as 25 Mr. LeGrand's testimony would have taken if he had</p>
<p style="text-align: right;">Page 1139</p> <p>1 him at the beginning, as it's my responsibility under 2 the ethical rules to do. That's exactly what we did. 3 This idea that we should somehow keep the matter 4 open, I don't think we should, but if Your Honor wants 5 to and wants briefing on it, happy to do that, but I 6 would submit that that briefing shouldn't be provided 7 until or unless the attorney has said that he's willing 8 to testify. I think we can give him whatever amount of 9 time Your Honor thinks is a reasonable amount of time 10 for him to decide whether he's willing to testify, and 11 then if he is, we can brief that issue. But I don't 12 know why we would want to brief the issue -- 13 ARBITRATOR WALL: What's the status of your 14 appeal? 15 MR. LEWIN: They're -- 16 MR. SHAPIRO: Still in briefing. 17 MR. GARFINKEL: Their brief is due. His client's 18 brief is due relatively soon. 19 MR. LEWIN: They had a motion for an extension. 20 MR. SHAPIRO: End of May. 21 MR. GERRARD: Reply brief. 22 MR. SHAPIRO: We filed opening brief and they 23 file one and we file one and then they get the final. 24 ARBITRATOR WALL: Just from a logistical 25 standpoint, let's say I decided on a purchase price,</p>	<p style="text-align: right;">Page 1141</p> <p>1 testified. We also now probably have tomorrow afternoon 2 if we need additional witness testimony, so I am not 3 really concerned about a timing issue. 4 MR. LEWIN: I'm just concerned about -- I can 5 have Mr. Golshani testify, but again, I want to 6 reserve -- 7 ARBITRATOR WALL: What time is Mr. Manabat? 8 MR. GARFINKEL: I need to talk to Mr. Lewin about 9 that. 10 ARBITRATOR WALL: Was he 3 o'clock? 11 MR. GARFINKEL: He was supposed to be at 12 3 o'clock. 13 MR. SHAPIRO: Do we need to take a break right 14 now? 15 ARBITRATOR WALL: We can take do that. Let's 16 take a break. We'll be in recess. 17 *** 18 (RECESS TAKEN FROM 2:51 P.M. TO 3:06 P.M.) 19 *** 20 ARBITRATOR WALL: All right. Mr. Golshani, you 21 realize you're still under oath? 22 THE WITNESS: Yes, sir. 23 ARBITRATOR WALL: All right. 24 Mr. Lewin. 25 MR. LEWIN: By the way, one more comment before</p>

<p style="text-align: right;">Page 1142</p> <p>1 we leave the issue. The issue with Mr. LeGrand, why</p> <p>2 wouldn't that apply to Mr. Main? Just a thought. I'll</p> <p>3 address that in our brief.</p> <p style="text-align: center;">CONTINUED EXAMINATION</p> <p>4</p> <p>5 BY MR. LEWIN:</p> <p>6 Q. Okay. So we were talking about the -- you began</p> <p>7 to speak to Mr. Bidsal about the way the profits were</p> <p>8 being distributed. Do you remember that?</p> <p>9 A. Yes.</p> <p>10 Q. Before you began writing, did you have</p> <p>11 communications with him about that issue, about whether</p> <p>12 or not he was following the operating agreement?</p> <p>13 A. Before I wrote a letter to him?</p> <p>14 Q. Before you wrote the Email.</p> <p>15 A. Yes. I had the talk.</p> <p>16 Q. How many times?</p> <p>17 A. A couple of times.</p> <p>18 Q. And can you relay the conversations -- I think</p> <p>19 you said he said he was going to check?</p> <p>20 A. Yes.</p> <p>21 Q. I think that's where we left off. Did he ever</p> <p>22 come back to you and talk to you about that issue other</p> <p>23 than to tell you to contact Danielle Pena?</p> <p>24 A. Yes.</p> <p>25 Q. Danielle Pena is who?</p>	<p style="text-align: right;">Page 1144</p> <p>1 A. No.</p> <p>2 Q. And why not?</p> <p>3 A. I didn't think of that.</p> <p>4 Q. Did you try to reach Mr. Main to talk to him</p> <p>5 about the issue about -- you were talking with</p> <p>6 Mr. Bidsal about?</p> <p>7 A. After Mr. Bidsal sent me his offer and then I</p> <p>8 talked to him about this distribution and he said "Talk</p> <p>9 to Mr. Main," after that I called him, yes.</p> <p>10 Q. You called Mr. Main on the issue of whether or</p> <p>11 not Mr. Bidsal was distributing money properly?</p> <p>12 A. Well, I told him about that capital issue and he</p> <p>13 wanted to check into it and he put me on hold, even, and</p> <p>14 we had a long conversation and talk and all that, and he</p> <p>15 told me that -- I asked him "Okay. In your opinion,</p> <p>16 what's the problem?" He said because Mr. Bidsal is</p> <p>17 over-distributing to himself.</p> <p>18 Q. So when was this conversation?</p> <p>19 A. It was in June of 2017. June, July 2017.</p> <p>20 Q. Was it before or after Mr. Bidsal had made an</p> <p>21 offer to you?</p> <p>22 A. No. After he made the offer.</p> <p>23 Q. Did you ever tell Mr. Bidsal what Mr. Main said?</p> <p>24 A. Yes.</p> <p>25 Q. When did you tell him?</p>
<p style="text-align: right;">Page 1143</p> <p>1 A. Mr. James Main, the CPA, assistant.</p> <p>2 Q. She's a CPA also. Right?</p> <p>3 A. Yeah, probably.</p> <p>4 Q. You called her and she never called you back?</p> <p>5 A. That's correct. One time he responded to the</p> <p>6 call and I discussed that. She said she would check on</p> <p>7 it, and then she didn't call me back. I didn't call her</p> <p>8 back. She never took my call.</p> <p>9 Q. Going back to the conversation you had with</p> <p>10 Mr. Bidsal, you said that after you weren't getting</p> <p>11 satisfaction with the CPAs, did you have further verbal</p> <p>12 conversation with him?</p> <p>13 A. Yeah. I continued writing letters.</p> <p>14 Q. And why did you turn -- why did you start writing</p> <p>15 about the issue?</p> <p>16 A. Because I thought maybe that would be more</p> <p>17 effective and more official.</p> <p>18 Q. Did you ever threaten -- during this time period,</p> <p>19 did you ever threaten Mr. Bidsal that you were going to</p> <p>20 file a lawsuit or arbitration or anything like that?</p> <p>21 A. No, not at all. Why would I do that? No.</p> <p>22 Q. Did you hire an accountant to perform an audit?</p> <p>23 A. No.</p> <p>24 Q. Even during the first arbitration did you hire an</p> <p>25 accountant to do an audit of the distribution?</p>	<p style="text-align: right;">Page 1145</p> <p>1 A. Sometime after that.</p> <p>2 Q. What did he say?</p> <p>3 A. He said he would talk to him to see what the</p> <p>4 issue is.</p> <p>5 Q. Did you attempt to contact Mr. Main thereafter?</p> <p>6 A. Yes. I contact -- I tried to contact by phone,</p> <p>7 by Email, and there is Emails that I have sent. There</p> <p>8 is record of those.</p> <p>9 Q. Now, did Mr. Bidsal ever send you the tax returns</p> <p>10 to review before they were filed?</p> <p>11 A. Would you repeat?</p> <p>12 Q. Did Mr. Bidsal ever send you any of the tax</p> <p>13 returns for Green Valley before they were filed?</p> <p>14 MR. GERRARD: Objection. Lack of foundation. I</p> <p>15 think it calls for speculation, but I'm saying lack of</p> <p>16 foundation because I don't know whether or not --</p> <p>17 MR. LEWIN: I'll rephrase.</p> <p>18 BY MR. LEWIN:</p> <p>19 Q. Did you ever receive any of the tax returns</p> <p>20 before they were filed?</p> <p>21 A. No.</p> <p>22 MR. GERRARD: Same objection. I think that calls</p> <p>23 for speculation unless he knew when they were filed.</p> <p>24 BY MR. LEWIN:</p> <p>25 Q. As drafts?</p>

<p style="text-align: right;">Page 1146</p> <p>1 A. No.</p> <p>2 Q. By the way, had you received the 2019 tax return?</p> <p>3 A. Very late, yes.</p> <p>4 Q. And was that a draft or was that the final?</p> <p>5 A. I think it was a draft.</p> <p>6 Q. Did Mr. Bidsal tell you whether or not the 2019</p> <p>7 tax return has been filed?</p> <p>8 A. I don't remember if he told me.</p> <p>9 Q. All right. We're going to move on to something</p> <p>10 else. Before we do, I wanted to understand something.</p> <p>11 Earlier -- earlier when you said that you noticed that</p> <p>12 your name was not listed as a manager, that -- on the</p> <p>13 articles of organization for Green Valley, that you</p> <p>14 questioned Mr. Bidsal about that and he said, "Don't</p> <p>15 worry." Later you testified that Mr. Bidsal told you</p> <p>16 that the law only allowed one manager.</p> <p>17 Can you explain those two pieces for me?</p> <p>18 A. Before we even bid on the properties we had meet</p> <p>19 on co-management. And then after we bought, he said</p> <p>20 that it is not legal in state of Nevada to have two</p> <p>21 managers. He changed his opinion. And then when we</p> <p>22 went and talked to the attorney, the attorney said, no,</p> <p>23 you could. So we did put two managers -- co-management</p> <p>24 managers.</p> <p>25 Q. I want to go to 2017. At any time in 2017 did</p>	<p style="text-align: right;">Page 1148</p> <p>1 Q. Would it be the first quarter of 2017?</p> <p>2 A. Probably, yeah.</p> <p>3 Q. And was your money allocated for other projects?</p> <p>4 A. Yes. I was thinking of getting involved in other</p> <p>5 projects.</p> <p>6 Q. Keep your voice up, please.</p> <p>7 A. Sure.</p> <p>8 Q. Take a look at Exhibit 37, please.</p> <p>9 MR. GARFINKEL: Hold on.</p> <p>10 BY MR. LEWIN:</p> <p>11 Q. 37 is Mr. Bidsal's offer to purchase membership</p> <p>12 interest dated July 7, 2017.</p> <p>13 A. Okay.</p> <p>14 Q. So how did you feel about this offer when you</p> <p>15 received it?</p> <p>16 A. Well, I was surprised that he didn't talk to me</p> <p>17 about it, and I called him a few times, but I couldn't</p> <p>18 contact him. I couldn't talk to him. And then when I</p> <p>19 sat down and, you know, thought about it, I thought</p> <p>20 "This was our agreement and the gentleman wants out, so</p> <p>21 no problem." Later on when he called, I said, "I</p> <p>22 understand. You know, and I don't even want to know</p> <p>23 what is the reason, but sure. We can take care of it."</p> <p>24 Q. So under the operating agreement, how much time</p> <p>25 did you have to respond to this offer?</p>
<p style="text-align: right;">Page 1147</p> <p>1 Mr. Bidsal contact you about possibly going into another</p> <p>2 deal with him?</p> <p>3 A. From what I remember, yes.</p> <p>4 Q. And when was this?</p> <p>5 A. It was a few months after -- before he made his</p> <p>6 offer. He said there are other deals and all that, and</p> <p>7 I told him I have other projects and my money is tied up</p> <p>8 there and I was not interested.</p> <p>9 Q. What was your health like at that point?</p> <p>10 A. My health? I had heart issues for years, and in</p> <p>11 2017 it started to deteriorate and become worse. Some</p> <p>12 days I was good and some days I was very miserable.</p> <p>13 Q. Did you discuss those issues with Mr. Bidsal</p> <p>14 before this offer came in?</p> <p>15 A. Yes.</p> <p>16 Q. Okay.</p> <p>17 A. He was very well aware of it.</p> <p>18 Q. In terms of -- can you pinpoint -- you said it</p> <p>19 was a few months before the offer. The offer was dated</p> <p>20 July 7th. Can you give us a more -- better estimation</p> <p>21 as to when you had that conversation?</p> <p>22 A. About him saying...</p> <p>23 Q. Are you interested in doing another deal with</p> <p>24 him?</p> <p>25 A. I don't remember. I can't pin down.</p>	<p style="text-align: right;">Page 1149</p> <p>1 A. From what I remember, 30 days.</p> <p>2 Q. And then how -- and how soon after you responded</p> <p>3 one way or the other did the transaction have to close?</p> <p>4 A. Another 30 days.</p> <p>5 Q. And the terms of the deal was all cash?</p> <p>6 A. All cash.</p> <p>7 Q. Okay. Did it cross your mind that Mr. Bidsal is</p> <p>8 making an offer of 5 million dollars because he felt you</p> <p>9 were not in a position to buy him out?</p> <p>10 A. It passed my mind, yes.</p> <p>11 Q. The property in Green Valley had been listed at</p> <p>12 some time within the 12-month period for how much?</p> <p>13 A. For a higher price.</p> <p>14 Q. What was the price?</p> <p>15 A. I believe 6.3 million.</p> <p>16 Q. And had you received an offer on the Greenway</p> <p>17 property independent of the Henderson property?</p> <p>18 A. Yes, we did.</p> <p>19 Q. And how much was that offer?</p> <p>20 A. I think it was like 1.6, 1.7.</p> <p>21 Q. And so what steps did you take to evaluate</p> <p>22 whether or not Mr. Bidsal's fair market value of 5</p> <p>23 million dollars should be accepted?</p> <p>24 A. Well, I was involved with the properties, and I</p> <p>25 thought that it would be a good idea to appraise the</p>

<p style="text-align: right;">Page 1150</p> <p>1 property, this one, the Green Valley. So I wrote him a 2 letter. I said I would like to get access. At such a 3 date I would like to appraise, and he said that's okay. 4 And this probably was listed with another -- with a 5 broker, with a lady whose name I believe was Danielle. 6 And at the date I was there and she was waiting for us, 7 and we did the appraisal and I left. 8 Q. It was no secret that you had an appraisal done. 9 Right? 10 A. No. 11 Q. And of course -- Mr. Bidsal, did you ask him if 12 he had done an appraisal before he made the offer? Did 13 you ask him? 14 A. No, I didn't. 15 Q. Did you do anything else to try to evaluate the 16 Bidsal offer? 17 A. I don't remember. 18 Q. Did you meet with him? 19 A. Yes. I met with him. 20 Q. Do you remember where you met with him? 21 A. I met with him in his office late July. 22 Q. Okay. And why did you meet with him? 23 A. Well, I was thinking, you know, I still had to 24 proceed, and I called him and I said, "You have made 25 this offer. How do you calculate it if you want to buy</p>	<p style="text-align: right;">Page 1152</p> <p>1 information about the purchase price when you asked for 2 that meeting? 3 A. Yes, I assume so. 4 Q. And what did you think about that? 5 A. I didn't -- what do you mean? 6 Q. Well, you were asking him for his opinion. Why 7 were you asking him for that opinion? 8 A. Because he's -- he was very familiar and he 9 offered that 5 million. I was wondering that according 10 to the formula, what, in his opinion -- what -- you 11 know, I needed to know what I would be dealing with. 12 Q. And was there a discussion at that meeting about 13 how the formula would work? 14 A. A little bit, yeah. 15 Q. Did you discuss what the COP would be? 16 A. He told me what he thinks the COP would be, yes. 17 He had Mr. Henry calculate it, and he brought it in the 18 room and he said he is the one who has calculated it and 19 this is the calculation. 20 Q. Mr. Henry is -- Mr. Henry who? 21 A. Manabat. 22 Q. He was Mr. Bidsal's -- 23 A. Employee. 24 Q. Take a look at Exhibit 111, would you please, 25 which is a document entitled "Green Valley Commerce</p>
<p style="text-align: right;">Page 1151</p> <p>1 me out? How much money I would get? And if I want to 2 buy you out, how much money I should pay you?" 3 He said he would do it, and a couple of weeks 4 passed, and I believe I sent an Email, "Hey, you were 5 supposed to send me these." 6 He said, "Come to my office and we discuss it." 7 Q. His office where? 8 A. His office is in -- in the valley. 9 Q. In Los Angeles? 10 A. I think so. 11 Q. How long did you meet with him for? 12 A. I think about an hour. 13 Q. And did you -- so you were -- you said you were 14 looking to find out if he bought you, what -- 15 A. What we would both be paid. I wanted to see what 16 my options are. 17 Q. Are you asking him because since he made the 18 offer he would have already figured that out? 19 A. Yes. 20 MR. GERRARD: Objection. Leading. 21 ARBITRATOR WALL: Sustained. 22 BY MR. LEWIN: 23 Q. Why did you want to want to find out -- strike 24 that. 25 Did you think that Mr. Bidsal would have any</p>	<p style="text-align: right;">Page 1153</p> <p>1 Equity Balances Computation as of June 30, 2017." 2 A. That's right. 3 Q. You said that Mr. Henry brought in the document. 4 What is this? Is this the document? 5 A. This is the document, yes. 6 Q. So tell me, did you and Mr. Bidsal discuss this 7 document? 8 A. Yes. 9 Q. So I see that -- so it says -- so can you run us 10 through this document? 11 A. From top to bottom? 12 Q. Well, first of all let me ask you: Did you and 13 Mr. Bidsal discuss this document top to bottom? 14 A. Yes. He was familiar with it. 15 MR. GARFINKEL: Speak up. Speak up. 16 THE WITNESS: Okay. I'm sorry. 17 MR. LEWIN: Let's slide down a dash. I want to 18 make sure the court reporter and His Honor can hear you. 19 By the way, I want to admit Exhibit 111 in 20 evidence. 21 MR. GERRARD: I don't know if there's been enough 22 foundation laid yet, so I'm obviously going to still 23 object. 24 ARBITRATOR WALL: 111 is in. 25 MR. SHAPIRO: It came in March 19th.</p>

<p style="text-align: right;">Page 1154</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. Tell me what Mr. Bidsal said about this document</p> <p>3 and what you said about this document during this</p> <p>4 approximately one-hour meeting.</p> <p>5 A. What he said -- actually, the document shows on</p> <p>6 the top there are the cost of each building, how much we</p> <p>7 sold and the cost and the net. And then on the right</p> <p>8 side he shows how much it is receiving and how much is</p> <p>9 his share and how much is CLA share. On the bottom it</p> <p>10 said acquisition costs of Green Valley as to how much we</p> <p>11 bought. The COP. He considered whatever it was in the</p> <p>12 first escrow, which is 4,049,250. This is what he got.</p> <p>13 4,000,049. And then he put how much he contributed and</p> <p>14 how much is my contribution. And then from that he</p> <p>15 deducted the money that the company received back for</p> <p>16 the sale of the three building and he came up with a</p> <p>17 total of 859,000 and he divided by 70 and 30. And then</p> <p>18 he got each share of each partner as to the amount that</p> <p>19 was remaining, meaning on the initial cost minus</p> <p>20 whatever he sold, and this is whatever is -- this is</p> <p>21 about cost of sold. And then the rest of the formula is</p> <p>22 5 million minus this, plus the capital contribution of</p> <p>23 each person. And then --</p> <p>24 Q. Go on.</p> <p>25 A. By the same token, he reduced the capital</p>	<p style="text-align: right;">Page 1156</p> <p>1 mattered more.</p> <p>2 Q. So what did you do after that meeting next in</p> <p>3 conjunction with considering Mr. Bidsal's buyout?</p> <p>4 A. I accumulated this information. I went down and</p> <p>5 sat down and thought about it and decided that I would</p> <p>6 buy the property -- I would buy his share instead of him</p> <p>7 buying mine, according to our purchasing agreement. So</p> <p>8 we prepared a letter to that effect.</p> <p>9 Q. I'm not there yet. I just wanted to know what</p> <p>10 you did next.</p> <p>11 A. That's what I did.</p> <p>12 Q. Did you do any further investigation about this?</p> <p>13 A. Probably I did. I --</p> <p>14 Q. Did you ask Mr. Bidsal what the condition of the</p> <p>15 property was?</p> <p>16 A. No, not at that time.</p> <p>17 Q. Did you know what the amount of cash was on hand?</p> <p>18 A. I did know what was cash on hand.</p> <p>19 Q. Was that discussed during the meeting?</p> <p>20 A. I believe it was. And you know, I was buying his</p> <p>21 share and I was looking at the underlying asset also.</p> <p>22 Q. He was buying your share?</p> <p>23 A. Yeah.</p> <p>24 Q. So the -- did you prepare funds? Strike that.</p> <p>25 Did you have another meeting with Mr. Bidsal</p>
<p style="text-align: right;">Page 1155</p> <p>1 contribution of each person for the amount of the money</p> <p>2 that was distributed to them because of the sale.</p> <p>3 Q. All right. Was there any discussion at this</p> <p>4 one-hour meeting about the fact that you claimed he had</p> <p>5 over-distributed money to himself?</p> <p>6 A. We discussed that and he told me that, you know,</p> <p>7 it's a buyout and this is the way he wants to handle it,</p> <p>8 and, you know, he told me, "Ben, you can buy or you can</p> <p>9 sell. Use this and I am okay with both of them."</p> <p>10 Q. When he said -- in essence he was telling you --</p> <p>11 he told you that you can buy or sell, did you understand</p> <p>12 he was saying forget about the over-distributions?</p> <p>13 A. That's --</p> <p>14 MR. GERRARD: Once again, leading.</p> <p>15 ARBITRATOR WALL: Yeah. Can we keep that to a</p> <p>16 minimum?</p> <p>17 MR. LEWIN: Yes, Your Honor.</p> <p>18 BY MR. LEWIN:</p> <p>19 Q. Did you tell Mr. Bidsal that you were -- whether</p> <p>20 or not you were willing to buy or sell at these prices</p> <p>21 without considering the over-distributions at that time?</p> <p>22 A. I said, "Let's sit down and talk</p> <p>23 over-distribution."</p> <p>24 Q. Was it a friendly conversation?</p> <p>25 A. Yes. To me it was a business, but our friendship</p>	<p style="text-align: right;">Page 1157</p> <p>1 before you sent your August 3rd letter?</p> <p>2 A. I don't think so. I don't know.</p> <p>3 Q. Just take a look at Exhibit 38. Do you have that</p> <p>4 in front of you?</p> <p>5 A. Yes.</p> <p>6 Q. This is your letter electing to buy Mr. Bidsal.</p> <p>7 Right?</p> <p>8 A. That's right.</p> <p>9 Q. So you say in this letter, "We will contact you</p> <p>10 regarding the setting up of the escrow."</p> <p>11 Why did you say that? Why did you say that?</p> <p>12 A. Well, about the escrow, the sale would be cash in</p> <p>13 escrow, so I knew that we need to have an escrow, and I</p> <p>14 said I would contact to take care of that.</p> <p>15 Q. Did Mr. Bidsal ever cooperate and set up an</p> <p>16 escrow with you?</p> <p>17 A. At the time that I sent the offer?</p> <p>18 Q. No. Did Mr. Bidsal ever cooperate with you to</p> <p>19 set up an escrow to consummate the purchase?</p> <p>20 A. You know, I waited some time, and then he -- you</p> <p>21 know, he said that he didn't want to sell, and I waited</p> <p>22 more and we had a meeting, and after that I --</p> <p>23 Q. Okay.</p> <p>24 A. Because it came later.</p> <p>25 Q. I'm going to get to the meeting. Did he contact</p>

<p style="text-align: right;">Page 1158</p> <p>1 you about setting up the escrow? Yes or no.</p> <p>2 A. No.</p> <p>3 Q. All right. Fine. You said that you waited and</p> <p>4 then you had another meeting with Mr. Bidsal. How soon</p> <p>5 after did the other meeting take place?</p> <p>6 A. A few days later. I mean, when I send the offer,</p> <p>7 he called me and he said that we need to talk. There is</p> <p>8 a problem on that, and at that time I was very sick.</p> <p>9 When actually I send this offer, I was extremely sick</p> <p>10 and I had somebody else helping me, and I was under</p> <p>11 medication to be able to function. So later on he</p> <p>12 called me and I said, "I don't feel good. In a couple</p> <p>13 of days let's meet," and then we went to a place.</p> <p>14 Q. That's fine. Let's focus on the question. We</p> <p>15 don't need to know every little detail.</p> <p>16 A. Sorry.</p> <p>17 Q. You had another meeting. Where was that meeting</p> <p>18 at?</p> <p>19 A. We met at a coffee shop.</p> <p>20 Q. What took place at that meeting in terms of the</p> <p>21 purchasing his interest?</p> <p>22 A. On that meeting, you know, we discuss it and he</p> <p>23 indicated that he doesn't want to sell it at that price,</p> <p>24 and I said, "You yourself told me that you would sell</p> <p>25 it."</p>	<p style="text-align: right;">Page 1160</p> <p>1 same date that I'm on that it was on this same date, and</p> <p>2 there are some other conditions. Not conditions, but</p> <p>3 information that things would be kept the same.</p> <p>4 Q. Did you prepare your funds to -- did you prepare</p> <p>5 your funds to buy Mr. Bidsal's interest?</p> <p>6 A. Yes. Actually, before that, I had prepared the</p> <p>7 funds to be able to purchase his share.</p> <p>8 Q. During that meeting, when you were talking about</p> <p>9 the second meeting, was there any further discussion</p> <p>10 about the improper distribution or distribution of money</p> <p>11 you felt he had done wrong?</p> <p>12 A. Well, we discussed that, and then I felt that</p> <p>13 things are not going the way they're supposed to be, and</p> <p>14 I told him that I can let go of the distribution and</p> <p>15 let's finish this thing. He said he would think about</p> <p>16 it. Later on he didn't answer, which I thought he</p> <p>17 wouldn't.</p> <p>18 Q. During the meeting he told you he wanted</p> <p>19 6.3 million. Was he going to go back and think about it</p> <p>20 some more? Was that the way the meeting was left?</p> <p>21 A. No. When he told me, I didn't -- you know, I had</p> <p>22 a very bad feeling, and I wasn't feeling good and I</p> <p>23 don't know if anybody here knows about atrial</p> <p>24 fibrillation. It's where your heart, upper chamber</p> <p>25 beats, and it was about 200, and I kind of left to take</p>
<p style="text-align: right;">Page 1159</p> <p>1 He said, "No, but if you want to buy it from me,</p> <p>2 you have to raise the price." I couldn't sell at that</p> <p>3 price. As we're talking, he mention something about</p> <p>4 6.3 million, and then he told me that "If you go to</p> <p>5 court, it's going to be very difficult and your ability</p> <p>6 is not one-tenth of me" and things on that line, and I</p> <p>7 really didn't expect to have things like that, to have</p> <p>8 such a conversation. So we left. That was what</p> <p>9 happened in the meeting.</p> <p>10 Q. Okay. So in your letter you say -- I'm talking</p> <p>11 about your letter on August 3rd, Exhibit 38. You say,</p> <p>12 "I trust there has not been any distribution of the cash</p> <p>13 on hand that I have not approved of either before or</p> <p>14 after July 7, 2017, nor should there be any such</p> <p>15 distributions, nor should any agreements be entered into</p> <p>16 including any sale agreements without CLA's written</p> <p>17 consent."</p> <p>18 Why did you put that in the letter?</p> <p>19 A. Because to tell him that, you know, not to make</p> <p>20 distribution. I had counter to buy his share, the same</p> <p>21 way it was at that date. I didn't want it to be</p> <p>22 reduced. I informed him of that. My date of sale is</p> <p>23 this.</p> <p>24 Q. What do you mean the same as it was on this date?</p> <p>25 A. Whatever money was in the account, to be at the</p>	<p style="text-align: right;">Page 1161</p> <p>1 some medication. So that's where it stopped.</p> <p>2 Q. Did you ask him during the second meeting why</p> <p>3 he -- if you paid 6.3 million, why he offered 5 million?</p> <p>4 MR. GERRARD: Objection. Leading. He was asked</p> <p>5 what was discussed in the meeting. He doesn't have to</p> <p>6 ask specific questions that are leading.</p> <p>7 ARBITRATOR WALL: Overruled.</p> <p>8 It's kind of a yes or no question.</p> <p>9 BY MR. LEWIN:</p> <p>10 Q. Yes or no?</p> <p>11 A. Can you ask...</p> <p>12 Q. The question was: Did you ask Mr. Bidsal at the</p> <p>13 second meeting why he wanted 6.3 million if his offer</p> <p>14 was 5 million?</p> <p>15 A. Yes.</p> <p>16 Q. Tell me what was said.</p> <p>17 A. Because he thinks that's the value. That's how</p> <p>18 it should be done, and he had some other theories I</p> <p>19 didn't think was relevant.</p> <p>20 Q. All right. Did you attempt to call Jim Main?</p> <p>21 Let's take a look at Exhibit 112. Also look at 113. So</p> <p>22 look at them both together. Pardon me. 114.</p> <p>23 ARBITRATOR WALL: 112, 113, and 114?</p> <p>24 MR. LEWIN: No, 112 and 114.</p> <p>25 ///</p>

<p style="text-align: right;">Page 1162</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. 112 is your Email to Mr. Main telling him you and</p> <p>3 Shawn were in the process of buy/sell and you wanted to</p> <p>4 talk to him?</p> <p>5 A. Yes.</p> <p>6 Q. 114 is his follow -- is a follow-up. Correct?</p> <p>7 A. Yes.</p> <p>8 Q. It's a follow up on July 21st. And he said,</p> <p>9 "I'll call you back." Did he ever call you back?</p> <p>10 A. No. No, he didn't call me back.</p> <p>11 MR. LEWIN: I move to admit 112 and 114 into</p> <p>12 evidence, Your Honor.</p> <p>13 MR. GERRARD: No objection.</p> <p>14 ARBITRATOR WALL: 112 and 114 will be admitted.</p> <p>15 (Exhibits 112 and 114 were admitted into</p> <p>16 evidence.)</p> <p>17 BY MR. LEWIN:</p> <p>18 Q. Please take a look at Exhibit 39.</p> <p>19 A. Yeah.</p> <p>20 Q. Exhibit 39 is an Email from Mr. Shapiro where</p> <p>21 Mr. Golshani is saying he wants to do an appraisal. Is</p> <p>22 that correct?</p> <p>23 A. Yes.</p> <p>24 Q. And you received this document?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 1164</p> <p>1 A. COP as defined by the operating agreement, the</p> <p>2 purchase of the property which we had bought, as it</p> <p>3 shows in the escrow closing statement, which is the cost</p> <p>4 of the loan plus the fee, minus, you know, 250 or so</p> <p>5 became 4,048,960 or so. I think that's the -- the COP.</p> <p>6 Q. That was your opinion at the time?</p> <p>7 A. Yes. And --</p> <p>8 Q. Has that opinion changed since then?</p> <p>9 A. My opinion -- actually, there was these</p> <p>10 discussions later on that some of the properties have</p> <p>11 been sold, so that's why COP should be reduced, and I am</p> <p>12 okay with that too. But either way is okay and I think</p> <p>13 the results would be about the same. However, if we</p> <p>14 consider COP to be exactly like the operating agreement</p> <p>15 at 4,000,048, then the capital contribution, which is</p> <p>16 the last part of the formula, would be whatever</p> <p>17 operating statement says that it is at the time of the</p> <p>18 purchase.</p> <p>19 So for example, for Mr. Bidsal it would be 1.215.</p> <p>20 If they want to take another time like a buyout, that's</p> <p>21 okay too. However, everything should be at that time,</p> <p>22 which they about -- observe that. They should take</p> <p>23 \$4,000,048, deduct the cost of the building that was</p> <p>24 sold, and deduct from the capital contribution whatever</p> <p>25 capital that he received, and I would agree with that</p>
<p style="text-align: right;">Page 1163</p> <p>1 Q. Again I see it's your Main Street address. All</p> <p>2 of your communications regarding Green Valley go to your</p> <p>3 Main Street address?</p> <p>4 A. Yes.</p> <p>5 MR. LEWIN: Move to admit Exhibit 39 into</p> <p>6 evidence.</p> <p>7 MR. GERRARD: Isn't it already in?</p> <p>8 ARBITRATOR WALL: It's not.</p> <p>9 MR. GERRARD: Let me take a look here. I'm</p> <p>10 sorry. We have no objection.</p> <p>11 ARBITRATOR WALL: 39 will be in.</p> <p>12 (Exhibit 39 was admitted into evidence.)</p> <p>13 BY MR. LEWIN:</p> <p>14 Q. Now, at the time when you made your offer, how</p> <p>15 did you believe -- strike that.</p> <p>16 At the time that you made your offer, what did</p> <p>17 you think COP was that was set forth on Henry's equity</p> <p>18 analysis?</p> <p>19 MR. GERRARD: Objection. Leading.</p> <p>20 MR. LEWIN: I'll rephrase it.</p> <p>21 ARBITRATOR WALL: Thank you.</p> <p>22 BY MR. LEWIN:</p> <p>23 Q. When you made your election to buy Mr. Bidsal's</p> <p>24 interest instead of selling, what did you believe the</p> <p>25 COP was that would be plugged into the formula?</p>	<p style="text-align: right;">Page 1165</p> <p>1 result also.</p> <p>2 Q. You're saying that there's the -- you're saying</p> <p>3 the second theory that you're talking about, you're</p> <p>4 saying reduce the -- take away the sale and the</p> <p>5 purchases and reduce the unreturned capital?</p> <p>6 A. That's right.</p> <p>7 If I may say something?</p> <p>8 Q. That's fine.</p> <p>9 By the way, at any time before the conclusion of</p> <p>10 the first arbitration, did Mr. Bidsal ever tell you what</p> <p>11 he calculated to be his purchase price no matter what</p> <p>12 numbers he put in? Has he ever given you a number?</p> <p>13 A. The only time that he gave me some number was the</p> <p>14 one that I was in his office, but when I offered, he</p> <p>15 didn't accept.</p> <p>16 Q. So even when he started this arbitration, before</p> <p>17 we got his answer to interrogatories, had he ever</p> <p>18 disclosed to you what his calculation of the purchase</p> <p>19 price would be?</p> <p>20 A. I haven't seen.</p> <p>21 Q. All right. You said you put aside the money.</p> <p>22 Have you received interest on that money?</p> <p>23 A. On my -- yes, I have.</p> <p>24 Q. Can you tell us what the highest amount of</p> <p>25 interest rate you've received?</p>

<p style="text-align: right;">Page 1166</p> <p>1 MR. GERRARD: Same objection, Your Honor. This</p> <p>2 is again best evidence rule. Mr. Golshani had all the</p> <p>3 opportunity in the world to produce whatever bank</p> <p>4 statements would reflect that there actually, No. 1, is</p> <p>5 money set aside; and No. 2, that there was interest</p> <p>6 earned on that money and neither of those things have</p> <p>7 occurred.</p> <p>8 ARBITRATOR WALL: Mr. Lewin.</p> <p>9 MR. LEWIN: I think he can testify from his</p> <p>10 personal knowledge what interest -- without having to</p> <p>11 refer to any documents as to what interest he earned in</p> <p>12 the bank account. He can testify about what interest</p> <p>13 he's earned.</p> <p>14 ARBITRATOR WALL: Where would he get the</p> <p>15 information, other than from the documents themselves?</p> <p>16 MR. LEWIN: From his own personal knowledge.</p> <p>17 Just like Mr. Bidsal when he said that he paid taxes on</p> <p>18 money. We didn't have his tax returns, which he refused</p> <p>19 to produce. Mr. Golshani can say "I received interest</p> <p>20 not at a higher rate than this."</p> <p>21 ARBITRATOR WALL: I'm going to sustain the</p> <p>22 objection.</p> <p>23 BY MR. LEWIN:</p> <p>24 Q. Did you send Mr. Bidsal any money before the</p> <p>25 arbitration No. 1?</p>	<p style="text-align: right;">Page 1168</p> <p>1 stipulating to those to begin with.</p> <p>2 ARBITRATOR WALL: You told him that you weren't</p> <p>3 stipulating to those?</p> <p>4 MR. GERRARD: We said we were not going to</p> <p>5 stipulate to those documents way at the beginning when</p> <p>6 we were having our conference about what documents we</p> <p>7 could and could not stipulate to. That's where</p> <p>8 everything broke down, because Mr. Lewin just thought</p> <p>9 that we should stipulate to all those documents. We</p> <p>10 said, No. 1, we don't think most of them are relevant;</p> <p>11 No. 2, you've never done anything to lay the proper</p> <p>12 foundation of these throughout the course of the</p> <p>13 litigation.</p> <p>14 ARBITRATOR WALL: I don't know what documents</p> <p>15 you're talking about.</p> <p>16 MR. LEWIN: I believe the order was that might</p> <p>17 call for me to testify, so we'd take it up at the time.</p> <p>18 ARBITRATOR WALL: Well, specifically I said,</p> <p>19 "Claimant's motion in limine to exclude the testimony</p> <p>20 of" -- I might have said Lewis. That's a typo that</p> <p>21 appeared in the final order. I apologize -- "Lewin is</p> <p>22 hereby granted, reserving to Respondent the right to</p> <p>23 seek leave of the Arbitrator to present a specific and</p> <p>24 particularized application for the testimony of</p> <p>25 Mr. Lewin, including the precise purpose of such</p>
<p style="text-align: right;">Page 1167</p> <p>1 A. Send. No, I didn't.</p> <p>2 Q. Take a look at Exhibit No. 40.</p> <p>3 ARBITRATOR WALL: Number what?</p> <p>4 MR. LEWIN: Number 40.</p> <p>5 ARBITRATOR WALL: Pick a spot where it makes</p> <p>6 sense to take a little break.</p> <p>7 MR. LEWIN: Okay.</p> <p>8 BY MR. LEWIN:</p> <p>9 Q. Did you authorize --</p> <p>10 MR. LEWIN: Let me do it differently. I have a</p> <p>11 series of documents that rather than ask him about it</p> <p>12 just to lay foundation, they're all communications</p> <p>13 between myself and Mr. Shapiro, and maybe we can take a</p> <p>14 break and I can talk about whether or not they'll</p> <p>15 stipulate to putting in the documents.</p> <p>16 ARBITRATOR WALL: That's fine. Whatever you</p> <p>17 want.</p> <p>18 MR. GERRARD: We've already covered this in a</p> <p>19 motion in limine. We already filed a motion in limine</p> <p>20 with respect to whether Mr. Lewin would be permitted to</p> <p>21 testify in the trial and Your Honor already ruled that</p> <p>22 he wasn't able to, and obviously we're not -- he'd have</p> <p>23 to lay a foundation for these documents and he hasn't</p> <p>24 done that and he can't do that unless he testifies.</p> <p>25 That was the whole point of -- we told him we weren't</p>	<p style="text-align: right;">Page 1169</p> <p>1 testimony, authority supporting its admissibility, and</p> <p>2 the ability of Mr. Lewin to then continue as an advocate</p> <p>3 for Respondent whether issues of attorney/client</p> <p>4 privilege are implicated and the basis for any</p> <p>5 limitation on Claimant's right of cross-examination</p> <p>6 thereupon."</p> <p>7 That's what I said.</p> <p>8 MR. LEWIN: I interpret that as the issue really</p> <p>9 is these are just letters between counsel and what my</p> <p>10 testimony, if I had to give it, would be. I sent this</p> <p>11 letter -- I got this letter in the ordinary course of</p> <p>12 business. And some of the communications are</p> <p>13 communications from me to Mr. Shapiro and vice versa,</p> <p>14 and I think we're both there as representing the client.</p> <p>15 And I don't think that waives any attorney/client</p> <p>16 privilege and foundation and that it shouldn't</p> <p>17 disqualify me from testifying because it's testifying as</p> <p>18 to a foundational significant issue.</p> <p>19 MR. GERRARD: Not to be difficult, Mr. Lewin, but</p> <p>20 the problem is a lot of those letters have hearsay in</p> <p>21 them. You're making statements of fact about what you</p> <p>22 think the facts are, and we don't agree with those</p> <p>23 facts. We don't think that the foundation has been laid</p> <p>24 for those facts, so we're not going to allow letters to</p> <p>25 come in where you're saying things that we don't think</p>

<p style="text-align: right;">Page 1170</p> <p>1 is correct and then trying to get it in through your 2 letter. That's the whole point. That why I said 3 there's never been foundation laid for these things and 4 we're not willing to stipulate to them. We're happy to 5 address them one at a time if we have to.</p> <p>6 You know, for instance, your first letter that 7 you just were making reference to talks about how you 8 say "My client has the money to do this, that, and the 9 other." Well, we don't agree with that. Why would we 10 agree to let that letter come into evidence? We don't 11 think there's evidence that's ever been presented to us 12 during this case that your client had the money to close 13 this purchase. That's exactly the point, is that we 14 don't think that even if you got on the stand it would 15 still be admissible. You can authenticate the letter, 16 but it's still hearsay because you're making a hearsay 17 statement based on out-of-court documents.</p> <p>18 MR. LEWIN: It's to give notice to open escrow.</p> <p>19 MR. GERRARD: It's difficult, Judge, because I 20 mean, without addressing them one at a time, it's really 21 hard to say --</p> <p>22 ARBITRATOR WALL: I haven't seen them. I don't 23 know which ones you're talking about. I haven't gone 24 through these, so I don't know which ones you're seeking 25 to get -- I don't know what limitations there would be</p>	<p style="text-align: right;">Page 1172</p> <p>1 MR. GERRARD: Just so I don't forget, we want to 2 move to admit Exhibit 67, which Mr. Golshani testified 3 about earlier today and is not in evidence right now.</p> <p>4 MR. LEWIN: I object to Exhibit 67. His 5 testimony was on that was to get the information because 6 we were refused to get cross-examination of him.</p> <p>7 MR. GERRARD: He said, "Did you get this," and he 8 said yes, and then he wanted to know what happened after 9 that and that's what he just testified to.</p> <p>10 ARBITRATOR WALL: 67 I'm going to admit. 11 (Exhibit 67 was admitted into evidence.)</p> <p>12 MR. SHAPIRO: Just to be clear, you said 117 as 13 already in?</p> <p>14 ARBITRATOR WALL: It isn't. 118's in.</p> <p>15 MR. SHAPIRO: Okay. Thank you. I just want to 16 make sure I'm on the same --</p> <p>17 ARBITRATOR WALL: I just remembered.</p> <p>18 MR. LEWIN: We have a stipulation regarding some 19 facts that relate to Exhibit 117. I want to put it on 20 the record.</p> <p>21 MR. SHAPIRO: We can put the stipulation on the 22 record. I don't want to talk about 117 because 117 is 23 not coming in.</p> <p>24 MR. LEWIN: The issue of whether it comes in or 25 not is not your decision. We don't need it in if we</p>
<p style="text-align: right;">Page 1171</p> <p>1 on Cross because I don't know what's in the letters. If 2 you seek to authenticate a letter that you wrote that 3 has facts A, B, C, D, and E, and A, B, C, and D you 4 learned from someone else, including your client, I'm 5 not sure that doesn't --</p> <p>6 MR. GERRARD: Waives privilege.</p> <p>7 ARBITRATOR WALL: -- waive the privilege. And 8 that's pretty much what I want to protect against when I 9 wrote the order.</p> <p>10 MR. LEWIN: We'll take a break and I'll look at 11 it.</p> <p>12 ARBITRATOR WALL: All right. Great.</p> <p>13 MR. GERRARD: We're getting almost to 4 o'clock. 14 I don't know how much longer Mr. Lewin has. Are we 15 going to be cross-examining tonight or are we -- what's 16 the...</p> <p>17 MR. LEWIN: I probably have -- I'm closing in. I 18 have another half hour.</p> <p>19 ARBITRATOR WALL: Off the record.</p> <p>20 ***</p> <p>21 (RECESS TAKEN FROM 3:58 P.M. TO 4:17 P.M.)</p> <p>22 ***</p> <p>23 ARBITRATOR WALL: So 123 is admitted by 24 stipulation. Right?</p> <p>25 (Exhibit 123 was admitted into evidence.)</p>	<p style="text-align: right;">Page 1173</p> <p>1 have a stipulation. The stipulation it is agreed that 2 Mr. Golshani -- Mr. Bidsal demanded as of the date -- 3 elected to buy Mr. Bidsal's interest instead of sell, 4 that Mr. Golshani demanded Mr. Bidsal not make any 5 future distributions. Mr. Bidsal did not agree and he 6 refused to cease making distributions.</p> <p>7 MR. GERRARD: I think the stipulation is that -- 8 what we're willing to stipulate to, Rod, is very simple. 9 Your client is taking the position that no distribution 10 should have been made after the date that he made his 11 offer. Our client does not agree with that position 12 because his argument is that the transactions never 13 closed and so distributions were made after that date as 14 a result of that. That's what we're willing to 15 stipulate to.</p> <p>16 ARBITRATOR WALL: And the evidence of the 17 distributions is already in here?</p> <p>18 MR. GERRARD: Yep. And all the evidence is in 19 the record of what actually has happened.</p> <p>20 MR. LEWIN: I don't need 117 in. I agree with 21 that set of facts, so we don't need it in.</p> <p>22 BY MR. LEWIN:</p> <p>23 Q. Okay. Mr. Golshani, take a look at Exhibit 118, 24 please. We have 118 in evidence. Right?</p> <p>25 MR. GERRARD: It's already in.</p>

<p style="text-align: right;">Page 1174</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. We don't have to go to 118. Let's go to 125.</p> <p>3 A. Okay.</p> <p>4 Q. This is a letter to you by -- dated December 26,</p> <p>5 2017. Did you send this letter to Mr. Bidsal?</p> <p>6 A. Yes.</p> <p>7 Q. Did he ever respond to this acknowledging that he</p> <p>8 had received it?</p> <p>9 A. I don't think so. I didn't see any.</p> <p>10 Q. The purpose of sending this letter -- your</p> <p>11 purpose in sending this letter was to -- well, in the</p> <p>12 second paragraph you're talking about over-distribution</p> <p>13 again. You made a demand that he return the funds?</p> <p>14 A. That's right.</p> <p>15 Q. Did Mr. Bidsal ever return the funds as you</p> <p>16 demanded in this letter?</p> <p>17 A. No, he didn't.</p> <p>18 MR. LEWIN: Move to admit Exhibit 125.</p> <p>19 MR. GERRARD: No objection.</p> <p>20 ARBITRATOR WALL: 125 will be admitted.</p> <p>21 (Exhibit 125 was admitted into evidence.)</p> <p>22 BY MR. LEWIN:</p> <p>23 Q. Mr. Golshani, we mentioned before that we had the</p> <p>24 first arbitration in this room before Judge Haberfeld.</p> <p>25 Do you remember that?</p>	<p style="text-align: right;">Page 1176</p> <p>1 Q. Not to say you had any duty to do so, but is</p> <p>2 there a reason you didn't send Mr. Bidsal some money?</p> <p>3 A. Yes.</p> <p>4 Q. What was the reason?</p> <p>5 A. The reason is that on the -- when I made the</p> <p>6 offer, I sent him an Email and said "I have the money."</p> <p>7 I showed him proof of the funds and I asked him to open</p> <p>8 escrow.</p> <p>9 He said that "No, we cannot open escrow because</p> <p>10 we have a problem." And you know, he mentioned things I</p> <p>11 don't remember correctly and vividly. So he didn't want</p> <p>12 to open escrow. I tried to open escrow myself but no</p> <p>13 escrow would entertain that without both parties be</p> <p>14 available and sign.</p> <p>15 Q. Now, you also -- you heard Mr. Bidsal testifying</p> <p>16 that you were complaining about him receiving</p> <p>17 reimbursement for his expenses. First of all, did you</p> <p>18 ever complain about him being reimbursed for his</p> <p>19 expenses?</p> <p>20 A. No.</p> <p>21 Q. He was getting a disproportionate interest in the</p> <p>22 rents, 50/50, because he was performing -- doing some</p> <p>23 work. What was he doing?</p> <p>24 A. He was supposed to manage the property, lease,</p> <p>25 repair, write the leasing agreement, find tenants,</p>
<p style="text-align: right;">Page 1175</p> <p>1 A. Yes.</p> <p>2 Q. After that you heard Mr. Gerety talk about the</p> <p>3 fact that you never delivered any money to Mr. Bidsal.</p> <p>4 Did you in fact try to deliver money to Mr. Bidsal after</p> <p>5 the first arbitration?</p> <p>6 A. No.</p> <p>7 Q. Okay. And you also heard Mr. Bidsal testify that</p> <p>8 he is ready to sell. Has he ever told you that he is</p> <p>9 ready to sell?</p> <p>10 A. No.</p> <p>11 Q. Well, did he tell you he was ready to sell for 5</p> <p>12 million dollars fair market value?</p> <p>13 A. Uh...</p> <p>14 Q. Did Mr. Bidsal ever tell you he was ready to sell</p> <p>15 based on the 5 million dollars fair market value?</p> <p>16 A. No.</p> <p>17 Q. He did indicate he would sell 6.3 million.</p> <p>18 Right?</p> <p>19 A. Yes. He told me that if I want to buy I have to</p> <p>20 pay.</p> <p>21 Q. And so did Mr. Bidsal ever say after the first</p> <p>22 arbitration or in the judgment that followed that that</p> <p>23 he would like -- that he would perform pursuant to Judge</p> <p>24 Haberfeld's order?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 1177</p> <p>1 market.</p> <p>2 Q. Right after the property was purchased, who was</p> <p>3 managing the property?</p> <p>4 A. At that time, America Nevada was managing.</p> <p>5 Q. And then after that, who managed the property</p> <p>6 after that?</p> <p>7 A. I believe for a short period Mr. Jeff Chain did.</p> <p>8 Q. And American Nevada and Millennium got paid fees</p> <p>9 for property managing. Correct?</p> <p>10 A. Yes.</p> <p>11 Q. Did you complain to Mr. Bidsal about paying fees</p> <p>12 to American Nevada or Millennium since he was supposed</p> <p>13 to be doing it in order to get 50 percent of the</p> <p>14 profits?</p> <p>15 A. Probably I should. But I just thought I</p> <p>16 shouldn't.</p> <p>17 Q. Now, when Mr. Gerety testified, Mr. Gerrard asked</p> <p>18 him was he hired to find offsets for the purchase price.</p> <p>19 When did you hire Mr. Gerety?</p> <p>20 A. Why?</p> <p>21 Q. When.</p> <p>22 A. Last summer. Summer of 2020.</p> <p>23 Q. And who gave Mr. Gerety his assignment, you or</p> <p>24 the lawyers?</p> <p>25 A. The attorneys gave him the assignment.</p>

<p style="text-align: right;">Page 1178</p> <p>1 Q. Were you looking for Mr. Gerety to cheat</p> <p>2 Mr. Bidsal?</p> <p>3 A. No.</p> <p>4 Q. Were you looking for him to make up some claims</p> <p>5 where you're trying to reduce the purchase price?</p> <p>6 A. No. No.</p> <p>7 Q. What were you hoping that he would do?</p> <p>8 A. I was hoping that --</p> <p>9 MR. GERRARD: Hang on a sec. Lack of foundation.</p> <p>10 There's no foundation that Mr. Golshani ever spoke with</p> <p>11 Mr. Gerety to give him any assignment.</p> <p>12 ARBITRATOR WALL: He testified just the opposite</p> <p>13 a minute ago, that the attorneys gave Mr. Gerety</p> <p>14 instructions, not Mr. Golshani.</p> <p>15 MR. LEWIN: The question is what was he hoping</p> <p>16 Mr. Gerety would find out. He doesn't have to have the</p> <p>17 communications.</p> <p>18 MR. GERRARD: His hopes, if he never communicated</p> <p>19 them to Mr. Gerety, is completely irrelevant.</p> <p>20 MR. LEWIN: Sort of. If you don't think it's</p> <p>21 probative, then I won't pursue it.</p> <p>22 ARBITRATOR WALL: I don't think it's probative.</p> <p>23 MR. LEWIN: Now I'm not going to ask him</p> <p>24 questions about management issues that relate to change</p> <p>25 over management. That all relates to the reasons why</p>	<p style="text-align: right;">Page 1180</p> <p>1 BY MR. LEWIN:</p> <p>2 Q. Do you understand what a cost segregation study</p> <p>3 is?</p> <p>4 A. I have an idea.</p> <p>5 Q. Did you and Mr. Bidsal discuss having a cost</p> <p>6 segregation study?</p> <p>7 A. Yes, we did.</p> <p>8 Q. What did you and Mr. Bidsal discuss about having</p> <p>9 a cost segregation study done?</p> <p>10 A. It was Mr. Bidsal's idea. I asked him what was</p> <p>11 the purpose. He said it's going to help us save on the</p> <p>12 tax payment, and he went ahead and did the cost</p> <p>13 segregation study. That's what he told me.</p> <p>14 Q. Now, the cost segregation study is dated what</p> <p>15 date?</p> <p>16 A. I believe it was 2013 sometime.</p> <p>17 Q. Well, you have it right in front of you.</p> <p>18 A. I don't see a date. Maybe inside.</p> <p>19 Q. It's on the first page.</p> <p>20 A. March 15, 2013.</p> <p>21 Q. Now, there had been previously a tax allocation</p> <p>22 done by Mr. Bidsal. Is that correct?</p> <p>23 A. It was the cost of each building in 2011. Yes.</p> <p>24 Q. Take a look at Exhibit 12. This is the 2011 tax</p> <p>25 return.</p>
<p style="text-align: right;">Page 1179</p> <p>1 changing over management would be going to the whole</p> <p>2 management issue.</p> <p>3 MR. GERRARD: Bifurcated issue.</p> <p>4 MR. LEWIN: I just want to make sure the claim is</p> <p>5 not made and I need to cover that.</p> <p>6 ARBITRATOR WALL: Correct.</p> <p>7 BY MR. LEWIN:</p> <p>8 Q. Take a look at Exhibit 95, will you, please?</p> <p>9 A. I got it.</p> <p>10 Q. When was the first -- this is the 2011 general</p> <p>11 ledger. Right?</p> <p>12 A. That's correct.</p> <p>13 Q. When was the first time that you saw this general</p> <p>14 ledger?</p> <p>15 A. I believe I first saw it when Jim Main produced.</p> <p>16 Q. The documents produced by Mr. Jim Main's office?</p> <p>17 A. Yes.</p> <p>18 Q. Also take a look at Exhibit 18, the cost</p> <p>19 segregation study.</p> <p>20 A. Okay. I don't have it.</p> <p>21 MR. GARFINKEL: Is it over there?</p> <p>22 THE WITNESS: Yeah.</p> <p>23 MR. GARFINKEL: Here you go.</p> <p>24 THE WITNESS: Hold on.</p> <p>25 ///</p>	<p style="text-align: right;">Page 1181</p> <p>1 A. Uh-huh. I'm sorry. That's the wrong exhibit.</p> <p>2 Q. I'm referring to Exhibit -- you know, I'm going</p> <p>3 to pass on that. I'm not going to address that issue</p> <p>4 right now.</p> <p>5 What I do want to talk to you about, you heard</p> <p>6 Mr. Wilcox's testimony regarding his calculations of</p> <p>7 COP. Is that correct?</p> <p>8 A. Correct.</p> <p>9 Q. And on the cost segregation study, what is the</p> <p>10 total amount of the costs? When Mr. Wilcox came up with</p> <p>11 the COP of \$3,967,182. Correct?</p> <p>12 A. That's right.</p> <p>13 Q. Did you do some analysis to figure out how he got</p> <p>14 to that number?</p> <p>15 A. Yes.</p> <p>16 Q. So if you take -- let's take a look at the</p> <p>17 Exhibit 95.</p> <p>18 ARBITRATOR WALL: The general ledger?</p> <p>19 MR. LEWIN: The general ledger.</p> <p>20 BY MR. LEWIN:</p> <p>21 Q. I'm also going to ask you to look at Exhibit 97,</p> <p>22 which is the trial balance worksheet that was produced</p> <p>23 by Mr. Main. Keep going back on those.</p> <p>24 MR. GERRARD: We object to Exhibit 97 being used.</p> <p>25 It's not in evidence. There's no foundation this</p>

<p style="text-align: right;">Page 1182</p> <p>1 witness prepared this document.</p> <p>2 MR. LEWIN: This is a document that, No. 1, was</p> <p>3 produced by the company accountant. No. 2, the -- it's</p> <p>4 their own exhibits offered to -- their own exhibits</p> <p>5 identify exhibits as "all documents," and it's No. --</p> <p>6 it's No. 80, which is "all documents disclosed by either</p> <p>7 party." That's their exhibit.</p> <p>8 MR. GERRARD: Sure. We reserve the right to use</p> <p>9 other exhibits that have been disclosed, but that</p> <p>10 doesn't change whether this exhibit is admissible.</p> <p>11 There's no foundation that's been laid for it by</p> <p>12 personal knowledge, and it's hearsay unless Mr. Main's</p> <p>13 here to testify about it, how he prepared it, and what</p> <p>14 it is.</p> <p>15 ARBITRATOR WALL: It's a document prepared by</p> <p>16 Mr. Main's office?</p> <p>17 MR. GARFINKEL: The custodian of records for</p> <p>18 Clifton Larsen Allen did in fact execute an affidavit</p> <p>19 when the documents were produced and basically</p> <p>20 established that they were business records kept in the</p> <p>21 ordinary course. So why shouldn't this be able to come</p> <p>22 in?</p> <p>23 MR. GERRARD: That affidavit has not been</p> <p>24 admitted as an exhibit.</p> <p>25 MR. GARFINKEL: It was provided to you.</p>	<p style="text-align: right;">Page 1184</p> <p>1 Trial Balance Worksheet. Nothing else. It's a business</p> <p>2 record of Green Valley.</p> <p>3 MR. GERRARD: Except it doesn't appear in any of</p> <p>4 Green Valley's records. So again, the point is this</p> <p>5 document has not been authenticated. We don't know who</p> <p>6 prepared it. We don't know why it was prepared. We</p> <p>7 don't know what the numbers on here are supposed to</p> <p>8 represent or where they came from, and that's why it's</p> <p>9 not admissible. That's why we're objecting to it.</p> <p>10 ARBITRATOR WALL: All right. I'm going to admit</p> <p>11 97 over the objection of Claimants. As to the</p> <p>12 information it contains, though, I mean, you know, some</p> <p>13 of this goes to weight rather than admissibility. I</p> <p>14 don't know where it came from. I don't know where the</p> <p>15 numbers came from.</p> <p>16 (Exhibit 97 was admitted into evidence.)</p> <p>17 MR. SHAPIRO: If there's no foundation and you</p> <p>18 don't know where it came from --</p> <p>19 ARBITRATOR WALL: I know it came from the other</p> <p>20 CLA.</p> <p>21 MR. LEWIN: If necessary we'll offer as an</p> <p>22 exhibit the affidavit from the custodian of records</p> <p>23 establishing that those are the business records.</p> <p>24 ARBITRATOR WALL: To the extent that I'm allowing</p> <p>25 the document in is different from vouching for the</p>
<p style="text-align: right;">Page 1183</p> <p>1 MR. GERRARD: It doesn't change anything,</p> <p>2 Mr. Garfinkel. Wanted to call you Garfield. I'm sorry.</p> <p>3 This is still a document that we have no foundation for.</p> <p>4 We don't know how it was prepared or why it was prepared</p> <p>5 or what the purpose of preparing it was.</p> <p>6 ARBITRATOR WALL: Why are you trying to offer it?</p> <p>7 MR. LEWIN: What's going to happen is</p> <p>8 Mr. Golshani is going to show that the numbers tied into</p> <p>9 this document tie into the general ledger and then tie</p> <p>10 into Mr. Wilcox's establishment of the COP, and some of</p> <p>11 those numbers on the general ledger, which Mr. -- which</p> <p>12 is in evidence and which is -- it's a record of Green</p> <p>13 Valley, show that there's a capital contribution</p> <p>14 payback, and so that has to do with whether -- the</p> <p>15 capital contributions that have been returned to the</p> <p>16 parties. So he goes through to match up the records to</p> <p>17 establish how that was calculated. The numbers match</p> <p>18 up. I think that's what he's used to match up the</p> <p>19 numbers.</p> <p>20 ARBITRATOR WALL: Who prepared 97?</p> <p>21 MR. SHAPIRO: Clifton Larsen Allen.</p> <p>22 MR. GERRARD: We know they produced it. We don't</p> <p>23 know they prepared it because there's never been any</p> <p>24 testimony about it. That's the whole point.</p> <p>25 MR. LEWIN: It's a Green Valley Commerce, LLC</p>	<p style="text-align: right;">Page 1185</p> <p>1 actual numbers that are in there that someone</p> <p>2 calculated, because I don't have any foundation for</p> <p>3 that.</p> <p>4 MR. LEWIN: All right.</p> <p>5 ARBITRATOR WALL: All right.</p> <p>6 BY MR. LEWIN:</p> <p>7 Q. Turning to Exhibit 95 -- why don't you go through</p> <p>8 your calculations of how Mr. Wilcox's COP cost</p> <p>9 segregation study -- what the cost was arrived at.</p> <p>10 ARBITRATOR WALL: Say that again.</p> <p>11 MR. LEWIN: I said I want him to explain to you</p> <p>12 how he has analyzed how Mr. Wilcox's COP and the cost of</p> <p>13 the buildings on the cost segregation study were arrived</p> <p>14 at using these documents.</p> <p>15 MR. GERRARD: So I'm not sure, Judge, why we're</p> <p>16 trying to analyze Mr. Wilcox's testimony. They already</p> <p>17 had their expert who testified after Mr. Wilcox to be</p> <p>18 able to testify about whatever things that they thought</p> <p>19 Mr. Wilcox had or hadn't done differently. What we have</p> <p>20 now is the fact that we had a month delay, which gave</p> <p>21 them a chance to go back and read through the record and</p> <p>22 try to figure out where he's trying to change testimony,</p> <p>23 and this analysis that he supposedly prepared is</p> <p>24 something that he did in the last 30 days after the last</p> <p>25 hearing had concluded and has nothing to do with any</p>

<p style="text-align: right;">Page 1186</p> <p>1 personal knowledge that he had at the time. It's not 2 like he's testifying he performed this analysis when he 3 got this document. They're trying to use him as an 4 expert. 5 MR. LEWIN: No. What's happening is Mr. Bidsal 6 took an oath and he swore he knew nothing about this 7 document -- 8 ARBITRATOR WALL: What document? 9 MR. LEWIN: This general ledger. 10 ARBITRATOR WALL: Okay. 11 MR. LEWIN: He said it's done by American Nevada. 12 And the bottom line -- 13 MR. GERRARD: What does that have to do with the 14 analysis -- 15 MR. LEWIN: This actually shows that all these 16 numbers tie into the cost segregation study and 17 Mr. Wilcox's testimony showing that -- and the reason 18 that he doesn't want -- the reason why he doesn't want 19 it to come in is because there's entries in this -- 20 MR. GERRARD: This is already in evidence. 21 MR. GARFINKEL: Let him finish, Doug. 22 ARBITRATOR WALL: You know what? Pushing me. 23 That's my job. Okay? 24 MR. GARFINKEL: Sorry, Your Honor. 25 ARBITRATOR WALL: Here's what we're going to do.</p>	<p style="text-align: right;">Page 1188</p> <p>1 MR. LEWIN: I'm saying the issue was to do with 2 Mr. Bidsal denying that this was a general ledger that 3 was created by Green Valley, and our intention is to 4 show, by tying the numbers together, that not only is 5 that general ledger contrary to what Mr. Bidsal said, 6 something that was performed by his company, but also 7 that the payments here that are reflected as a return of 8 capital, the reason why the COP was reduced from 9 4,000,049 to something less and tie it in with the 10 worksheet where they add in the cost of the survey and 11 some capitalized expenses. That's how all those numbers 12 come together. 13 ARBITRATOR WALL: My recollection of the 14 discussion regarding the general ledger was 311,000 or 15 so and whether it was treated correctly as interest. 16 Remember that? 17 MR. LEWIN: Yeah, I remember that. That was one 18 number. 19 ARBITRATOR WALL: I don't recall -- when was this 20 analysis done? 21 MR. LEWIN: So the -- originally even Mr. Bidsal 22 testified and he and Mr. Golshani both agreed that the 23 COP was 4,000,049 and some change. That number was 24 reduced in the cost segregation study to the 3,967,000. 25 ARBITRATOR WALL: Right.</p>
<p style="text-align: right;">Page 1187</p> <p>1 It's going to start with 500. The next time somebody 2 talks over somebody else, and I'm going to now -- from 3 now on designate who has the floor to speak, and we're 4 going to start at 500 sanction, and then it's going to 5 go up from there each successive time no matter who gets 6 hit. Because that's got to stop. Everybody is better 7 than that. All right? 8 So I understand it's the end of the day. I 9 understand there's a lot of things going on. I 10 understand we had technical difficulties. I get all of 11 it. But it's got to stop. 12 MR. Lewin, do you understand? 13 MR. LEWIN: I understand. 14 ARBITRATOR WALL: Mr. Garfinkel, you understand? 15 MR. GARFINKEL: Absolutely. 16 ARBITRATOR WALL: Mr. Shapiro, you understand? 17 MR. SHAPIRO: I understand. 18 ARBITRATOR WALL: Mr. Gerrard, you understand? 19 MR. GERRARD: Absolutely. 20 ARBITRATOR WALL: All right. Everyone's on 21 notice. 22 All right. Finish. Mr. Gerrard, I think you 23 were interrupted. 24 MR. LEWIN: I was interrupted. 25 ARBITRATOR WALL: Finish.</p>	<p style="text-align: right;">Page 1189</p> <p>1 MR. LEWIN: How did we get to that number? We 2 talked about this -- Mr. Wilcox about where's the 3 missing \$92,000. Nobody could really pin it down. When 4 you look at the worksheet and Exhibit 95, you'll see on 5 Exhibit 95 that there are -- there's funds that are a 6 return of capital. So those funds plus -- those funds 7 plus the capitalized cost on the worksheet make up the 8 difference between the original cost of the note and 9 what was on the cost segregation study. And that's what 10 we're getting at. It's to show how these numbers tie 11 together. And the cost segregation study says that 12 these numbers on the cost segregation study were given 13 by Mr. Bidsal. It says so right on the document. 14 ARBITRATOR WALL: Okay. So you want to walk 15 Mr. Golshani through Mr. Wilcox's conclusions, the 16 numbers he used, the cost segregation report numbers, 17 and the general ledger? 18 MR. LEWIN: No. I want to walk him through -- 19 Wilcox used the cost segregation study numbers. 20 ARBITRATOR WALL: Okay. 21 MR. LEWIN: Mr. Gerety did. 22 ARBITRATOR WALL: Right. 23 MR. LEWIN: So what I want to do is with 24 Mr. Golshani walk us through how the 4,000,049 -- 25 284,000, whatever it is, on the cost of the note, the</p>

<p style="text-align: right;">Page 1190</p> <p>1 COP came to be reduced to the 3,000,009, and he can do</p> <p>2 it by going through these documents.</p> <p>3 ARBITRATOR WALL: Mr. Gerrard.</p> <p>4 MR. GERRARD: My turn? Okay. This document,</p> <p>5 Exhibit 95, is already in evidence.</p> <p>6 ARBITRATOR WALL: Right.</p> <p>7 MR. GERRARD: This Exhibit 18 cost segregation</p> <p>8 study is already in evidence.</p> <p>9 ARBITRATOR WALL: Right.</p> <p>10 MR. GERRARD: There's been no foundation of any</p> <p>11 kind laid that Mr. Golshani at any time had any part in</p> <p>12 preparing either of these two documents.</p> <p>13 ARBITRATOR WALL: Correct.</p> <p>14 MR. GERRARD: He has no personal knowledge of how</p> <p>15 they were prepared or where the numbers came from or</p> <p>16 where the information came from. What they're trying to</p> <p>17 do is make an argument based upon documents that are</p> <p>18 here. They could just argue to the Court. They don't</p> <p>19 have to have Mr. Golshani walk through the documents</p> <p>20 that he has no personal knowledge of any kind about how</p> <p>21 the documents were prepared or where the numbers came</p> <p>22 from. There's no evidence that contradicts what</p> <p>23 Mr. Bidsal said about who prepared Exhibit No. 95.</p> <p>24 None.</p> <p>25 So again, this whole idea that we're going to</p>	<p style="text-align: right;">Page 1192</p> <p>1 ARBITRATOR WALL: Because he hasn't made that --</p> <p>2 I apologize for interrupting. He hasn't really made</p> <p>3 that analysis until just now. Right? It wasn't</p> <p>4 contemporaneous.</p> <p>5 MR. LEWIN: No. He has done it when analyzing</p> <p>6 the documents after hearing Mr. Wilcox's testimony.</p> <p>7 There's the issue of where's the missing money.</p> <p>8 ARBITRATOR WALL: Right.</p> <p>9 MR. LEWIN: He's able to show where the money is</p> <p>10 missing from. Or where it ends up. It ends up in a</p> <p>11 return of capital that Mr. Wilcox hasn't taken into</p> <p>12 account.</p> <p>13 ARBITRATOR WALL: Okay. Well, I think the</p> <p>14 argument can be made -- I get what you're saying. I</p> <p>15 think the argument can be made without Mr. Golshani</p> <p>16 walking me through it because he really wasn't involved</p> <p>17 in the preparation of any of those documents. The</p> <p>18 documents are there. The numbers are there. The</p> <p>19 argument is there to be made.</p> <p>20 MR. LEWIN: Okay. All right. I have one more</p> <p>21 area to cover. I'd like to take five minutes and talk</p> <p>22 about it with Mr. Golshani and see where we want to go</p> <p>23 with that. Is that okay? It's almost 5 o'clock. He's</p> <p>24 not going to go into Cross anyway.</p> <p>25 ARBITRATOR WALL: I know. Okay. All right.</p>
<p style="text-align: right;">Page 1191</p> <p>1 waste the time in this arbitration to have Mr. Golshani</p> <p>2 trying to prepare the argument between the last</p> <p>3 arbitration and now and try to walk through and come up</p> <p>4 with some explanation for things that they want to try</p> <p>5 to explain when he had no personal knowledge of how</p> <p>6 either of these documents were prepared is completely</p> <p>7 inappropriate. They laid no foundation for how he would</p> <p>8 have ever known or that he'd ever performed this</p> <p>9 analysis at the time or that he'd ever received one of</p> <p>10 these documents and thought "Oh, I need to figure out</p> <p>11 where this number came from" and did some analysis.</p> <p>12 This is just an argument being made through examination</p> <p>13 of somebody who has no ability to testify about these</p> <p>14 documents.</p> <p>15 ARBITRATOR WALL: Mr. Lewin, anything else?</p> <p>16 MR. LEWIN: He's walking through to aid to</p> <p>17 Court -- the arbitrator in order to be able to look at</p> <p>18 these numbers and point to the evidence and do it.</p> <p>19 ARBITRATOR WALL: But the foundation. What's the</p> <p>20 foundation for Mr. Golshani to walk me through that as</p> <p>21 opposed to -- the documents are in -- you guys making</p> <p>22 the argument "Here's where this number comes from. It</p> <p>23 comes from here"?</p> <p>24 MR. LEWIN: I agree we can do that. I can walk</p> <p>25 through it --</p>	<p style="text-align: right;">Page 1193</p> <p>1 We'll take five minutes.</p> <p>2 ***</p> <p>3 (RECESS TAKEN FROM 4:57 P.M. TO 5:05 P.M.)</p> <p>4 ***</p> <p>5 MR. LEWIN: Your Honor, I have three new</p> <p>6 documents to talk about. The first --</p> <p>7 ARBITRATOR WALL: What do you mean "new"?</p> <p>8 MR. LEWIN: They're not on our exhibit list.</p> <p>9 MR. SHAPIRO: Is that what you Emailed to us?</p> <p>10 MR. LEWIN: No. Well, they might be. I Emailed</p> <p>11 you some audit documents which are a little bit</p> <p>12 different. This one is -- here, Doug. For reference,</p> <p>13 I'd like to mark this as 203. These are documents --</p> <p>14 this is Bates stamped CLA_Bidsal 0003646 through 49.</p> <p>15 Which one did I give you? Okay. Here you go.</p> <p>16 And that document has some red markings on it which</p> <p>17 Mr. Golshani will testify about. The next one to</p> <p>18 discuss along with that document is a document marked</p> <p>19 204, which is CLA_Bidsal 2372 through 2374.</p> <p>20 ARBITRATOR WALL: You gave me 203.</p> <p>21 MR. LEWIN: Here's 204.</p> <p>22 And the last document is a Document 205, which is</p> <p>23 a part of the general ledger. This was supposed to be</p> <p>24 testified about by Mr. Manabat.</p> <p>25 ARBITRATOR WALL: Didn't I just deny admission of</p>

<p style="text-align: right;">Page 1194</p> <p>1 what you marked as 204?</p> <p>2 MR. LEWIN: No.</p> <p>3 ARBITRATOR WALL: It's the trial balance</p> <p>4 worksheet that --</p> <p>5 MR. LEWIN: 97.</p> <p>6 ARBITRATOR WALL: 97. That's what I already</p> <p>7 admitted.</p> <p>8 MR. LEWIN: That's right.</p> <p>9 ARBITRATOR WALL: Why do I need this? It's the</p> <p>10 same Bates numbers as --</p> <p>11 MR. LEWIN: Yes, but it's -- let me make an offer</p> <p>12 of proof.</p> <p>13 ARBITRATOR WALL: All right.</p> <p>14 MR. GERRARD: Before we do that, I'm going to</p> <p>15 object to all of these because --</p> <p>16 ARBITRATOR WALL: Hold on before you do that.</p> <p>17 I'm sorry to interrupt.</p> <p>18 Was there a 205? I didn't get that one yet.</p> <p>19 All right. So let's let Mr. Lewin address these</p> <p>20 first.</p> <p>21 (Exhibits 203, 204, and 205 were marked.)</p> <p>22 MR. LEWIN: Mr. Bidsal testified that the 2011</p> <p>23 general ledger was not prepared by his office. What</p> <p>24 Mr. Golshani has done is to go through with these</p> <p>25 documents and mark up the corresponding numbers so</p>	<p style="text-align: right;">Page 1196</p> <p>1 MR. LEWIN: That's right.</p> <p>2 ARBITRATOR WALL: So when they were produced --</p> <p>3 MR. LEWIN: Actually -- I'm sorry to interrupt.</p> <p>4 ARBITRATOR WALL: Go ahead.</p> <p>5 MR. LEWIN: Actually, he worked with Mr. Manabat</p> <p>6 to put these numbers together, and then he independently</p> <p>7 verified these numbers himself to cross reference what</p> <p>8 they are.</p> <p>9 ARBITRATOR WALL: The actual numbers in these</p> <p>10 documents haven't changed. But just the red stamps</p> <p>11 everywhere. And those were done by Mr. Golshani or by</p> <p>12 Mr. Manabat?</p> <p>13 MR. LEWIN: Mr. Manabat with Mr. Golshani, and</p> <p>14 Mr. Golshani then independently verified those.</p> <p>15 ARBITRATOR WALL: When?</p> <p>16 MR. LEWIN: To prepare for today.</p> <p>17 ARBITRATOR WALL: When did Mr. Manabat --</p> <p>18 MR. LEWIN: In the last week. He actually</p> <p>19 created some other documents that I produced to counsel,</p> <p>20 but those would be subject to him being here. For</p> <p>21 example, if you look at the --</p> <p>22 MR. GERRARD: Judge --</p> <p>23 MR. LEWIN: If you look at the document on 203,</p> <p>24 if you look at the category 4406, that says</p> <p>25 "Contributions."</p>
<p style="text-align: right;">Page 1195</p> <p>1 you -- and by the way, this Document 203 is a document</p> <p>2 that Mr. Golshani found in the production from Mr. Main.</p> <p>3 By the way, the Bates stamp CLA_Bidsal reflects it was a</p> <p>4 document produced by Mr. Main. Mr. Golshani will</p> <p>5 testify that this 203 is a general ledger that he</p> <p>6 believes was prepared by American Nevada, and he'll be</p> <p>7 able to explain how he's able to show that essentially</p> <p>8 showing the designation on the upper left-hand corner</p> <p>9 because he's reviewed other documents from American</p> <p>10 Nevada.</p> <p>11 And that the general ledger in 205 corresponds</p> <p>12 with the entries in the general ledger that Mr. Bidsal</p> <p>13 claims had -- pardon me -- 204. 204, which is the trial</p> <p>14 balance worksheet, ties into the general ledger those</p> <p>15 corresponding entries of each. And that also in the</p> <p>16 trial balance worksheet there are references to</p> <p>17 information from the property management company and</p> <p>18 that those tie into -- that information ties into -- on</p> <p>19 the worksheet ties into 203.</p> <p>20 So the point of that is to show that</p> <p>21 Mr. Bidsal -- where the genesis of Exhibit 95 comes</p> <p>22 really, and it was generated by Mr. Bidsal's office and</p> <p>23 that did not come from American Nevada.</p> <p>24 ARBITRATOR WALL: So the items in red on 203,</p> <p>25 204, and 205 were added by Mr. Golshani?</p>	<p style="text-align: right;">Page 1197</p> <p>1 ARBITRATOR WALL: On?</p> <p>2 MR. LEWIN: On 203. 5,000. It's got the</p> <p>3 cross-reference REF03. If you look at the trial balance</p> <p>4 worksheet, it says at 3600, it says contributions record</p> <p>5 management company's financials, and it shows it's the</p> <p>6 5,000 with the cross-reference of REF03.</p> <p>7 ARBITRATOR WALL: Right. So Mr. Manabat actually</p> <p>8 prepared the red -- put the red stamps on here or</p> <p>9 Mr. Golshani?</p> <p>10 MR. LEWIN: Mr. Manabat put the red on, and then</p> <p>11 Mr. Golshani independently went through one by one to</p> <p>12 verify that they're correct.</p> <p>13 ARBITRATOR WALL: Okay. And what's 205?</p> <p>14 MR. LEWIN: 205 is the -- is the -- is the --</p> <p>15 Mr. -- let me explain it this way: Mr. Bidsal produced</p> <p>16 a link to the QuickBooks records for the 2011 general</p> <p>17 ledger. From that link you can go in and manipulate the</p> <p>18 general ledger to get certain reports out of it. Those</p> <p>19 reports --</p> <p>20 ARBITRATOR WALL: When you say "manipulate," you</p> <p>21 just mean electronically generate reports?</p> <p>22 MR. LEWIN: That's a better -- electronically</p> <p>23 generate reports.</p> <p>24 ARBITRATOR WALL: All right.</p> <p>25 MR. LEWIN: So Mr. Manabat and Mr. Golshani were</p>

<p style="text-align: right;">Page 1198</p> <p>1 able to generate this report, which shows in part the --</p> <p>2 a portion of the general ledger that has to do with</p> <p>3 capital contributions, and that's cross-referenced to</p> <p>4 the -- that is cross-referenced to the worksheet as</p> <p>5 well.</p> <p>6 ARBITRATOR WALL: Okay. So 204, other than the</p> <p>7 red stamps, the document without the red stamps is</p> <p>8 already in at 97. Right?</p> <p>9 MR. LEWIN: Yes, sir.</p> <p>10 ARBITRATOR WALL: What about 203 and 205? Are</p> <p>11 those documents without the red stamps already in? Are</p> <p>12 they already either admitted into evidence or are they</p> <p>13 on the list?</p> <p>14 MR. LEWIN: No. They're neither -- well, they</p> <p>15 are on the list to the extent that they -- Mr. Bidsal</p> <p>16 disclosed as part of his disclosure -- he identified all</p> <p>17 of Mr. Main's records as being disclosed as part of his</p> <p>18 disclosure in this case, and that would also be covered</p> <p>19 by -- I thought it was Exhibit 80 where they identified</p> <p>20 that they reserved the right to produce any document</p> <p>21 that was disclosed.</p> <p>22 ARBITRATOR WALL: Right.</p> <p>23 MR. LEWIN: Mr. Golshani testified that he was</p> <p>24 searching through Mr. Main's records and came upon the</p> <p>25 general ledger. It has in the upper right-hand corner</p>	<p style="text-align: right;">Page 1200</p> <p>1 testify about where these numbers came from. He's</p> <p>2 trying to say what he thinks is the explanation for this</p> <p>3 stuff.</p> <p>4 That's not the way we do it under the law. We</p> <p>5 have to actually lay foundation by someone with personal</p> <p>6 knowledge, not someone is guessing 15 years after the</p> <p>7 fact or 10 years after the fact about what they think</p> <p>8 happened or trying to create some sort of an explanation</p> <p>9 for.</p> <p>10 Now, as far as Mr. Manabat goes, Mr. Manabat has</p> <p>11 not been disclosed as an expert witness, but that's what</p> <p>12 they just tried to use him as. They disclosed an</p> <p>13 expert. He's already testified. They know he's already</p> <p>14 testified. So now they're trying to get some expert</p> <p>15 testimony in in a different way. So they have</p> <p>16 Mr. Manabat go and actually create Exhibit 205. Look at</p> <p>17 the date at the top left-hand corner. This was printed</p> <p>18 two days ago or six days ago. Seven days ago --</p> <p>19 ARBITRATOR WALL: A week ago.</p> <p>20 MR. GERRARD: -- by Mr. Manabat using apparently</p> <p>21 the QuickBooks records that they have access to to try</p> <p>22 to create a record for them to come up with some</p> <p>23 explanation for something that they don't have any</p> <p>24 knowledge of. Mr. Manabat didn't work for the company</p> <p>25 back when these numbers were prepared. He worked at the</p>
<p style="text-align: right;">Page 1199</p> <p>1 ANC, and he then looked back at his documents that he</p> <p>2 had received as part of the due diligence from American</p> <p>3 Nevada when they were looking at the possibility of</p> <p>4 buying the note and saw the same designation. So he</p> <p>5 will testify, based on that, this is a general ledger</p> <p>6 produced by American Nevada, who was managing the</p> <p>7 property and was given to Mr. Main as part -- by</p> <p>8 Mr. Bidsal as the part of doing business. That's the</p> <p>9 testimony that he would offer.</p> <p>10 MR. GERRARD: Is it my turn now, Judge?</p> <p>11 ARBITRATOR WALL: Yes, sir.</p> <p>12 MR. GERRARD: That was the most ridiculous bunch</p> <p>13 of testimony by Mr. Lewin. There's no foundation for</p> <p>14 anything he just said. There's no -- first of all,</p> <p>15 let's take these one at a time.</p> <p>16 Exhibit 203 is a document that has never been</p> <p>17 disclosed in this case. It was produced, although it's</p> <p>18 been modified, but it was produced originally by CLA,</p> <p>19 but we have no foundation.</p> <p>20 ARBITRATOR WALL: CLA meaning the accounting</p> <p>21 firm?</p> <p>22 MR. GERRARD: CLA the accounting firm. We have</p> <p>23 no foundation for these numbers, where they came from,</p> <p>24 the documents that they looked at to get this, and what</p> <p>25 Mr. Lewin is trying to do is testify. He's trying to</p>	<p style="text-align: right;">Page 1201</p> <p>1 company from September 2015 until 2020 when he was</p> <p>2 fired.</p> <p>3 So for him to be guessing about where these</p> <p>4 numbers came from back in 2011 when they were created,</p> <p>5 there's no basis for that. He's not an expert. He has</p> <p>6 no personal knowledge.</p> <p>7 Mr. Golshani is not an expert and he has no</p> <p>8 personal knowledge. There's been no foundation laid for</p> <p>9 why these documents were prepared or where the</p> <p>10 information came from. It's just pure speculation.</p> <p>11 They're wanting to come up with something that they</p> <p>12 never bothered to get their expert prepared for or to</p> <p>13 testify about, and they're trying to figure out a way to</p> <p>14 get it in, and Your Honor just told them that some of</p> <p>15 the exhibits that they wanted to put it were not</p> <p>16 admissible, so now they've come back with a new set and</p> <p>17 they're trying to do the same thing again.</p> <p>18 They still haven't solved the foundation problem.</p> <p>19 It's pure speculation as to where these numbers came</p> <p>20 from. We have no foundation for where they came from.</p> <p>21 Just because they might have been on a document that was</p> <p>22 produced by CLA doesn't mean that CLA prepared them.</p> <p>23 And by CLA I'm talking about the accounting firm.</p> <p>24 That doesn't mean that this document which is</p> <p>25 Exhibit 203 was prepared by Clifton Larsen Allen just</p>

<p style="text-align: right;">Page 1202</p> <p>1 because -- you know, accountants receive documents from 2 third-party sources and put them in their file. We 3 don't know what this is. We don't know whether it was 4 prepared by Clifton Larsen Allen. We don't know who 5 gave it to them. We don't know what the numbers are or 6 where they came from. There's no foundation for any of 7 that.</p> <p>8 It's just pure speculation and guesswork on the 9 part of counsel because he's the one that just 10 testified, and I was biting my tongue while he was doing 11 it because he said he was going to make an offer of 12 proof. But proof of what? There's no proof. There's 13 no evidence. There's no testimony about where these 14 numbers came from. They're just pulling documents out 15 and trying to create explanations for them.</p> <p>16 Now, listen, if they had disclosed the documents 17 on time and put them in as part of the exhibits and they 18 wanted to make an argument based upon them, that would 19 be one thing. But they can't get them into evidence 20 without proper foundation because otherwise they're 21 hearsay. There's no evidence saying that this is a 22 business record of Clifton Larsen Allen that they 23 prepared and that that's where the numbers came from. 24 There's just an affidavit saying "This was in our file." 25 So there's no foundation for any of this stuff,</p>	<p style="text-align: right;">Page 1204</p> <p>1 expert testimony to make a demonstrative exhibit that 2 says the number on Document A matches up to Document B. 3 That's not expert testimony. That's someone who sat 4 down and -- it's a demonstrative exhibit, more or less. 5 No. 1.</p> <p>6 No. 2, so none of what Mr. Gerrard just said is 7 relevant because we're not -- the numbers are the 8 numbers. And the numbers are the numbers and all that 9 these documents show is that there was a co-relationship 10 between the general ledger report and the trial report 11 and the other document which was -- which we believe -- 12 which Mr. Golshani -- it may go to weight, but it will 13 show -- he will testify that this general ledger 203 is 14 on the same form and looks like it's from American 15 Nevada. That was given -- this was a general ledger for 16 the time period when American Nevada was the property 17 manager, according to Mr. Bidsal.</p> <p>18 All the red markings are doing -- as I said, they 19 give us a link to an electronic document. We can 20 generate a report. Fine. We didn't know that 21 Mr. Bidsal, by the way, was going to swear under oath 22 that the 2011 general ledger was not prepared by him, 23 was prepared by -- he thinks was American Nevada. He's 24 the -- ultimately he was the person in charge of the 25 accounting. He would know who generated the reports.</p>
<p style="text-align: right;">Page 1203</p> <p>1 and one of these reports was clearly prepared in 2 anticipation of today.</p> <p>3 ARBITRATOR WALL: All of them were. The red 4 portion.</p> <p>5 MR. GERRARD: The red portion, yeah. But 6 Exhibit 205 is actually a report that was generated a 7 week ago. It's never ever been disclosed. Never been 8 disclosed and there's no foundation for it, and that's 9 what they wanted to use Mr. Manabat for, was to use him 10 as an expert, apparently, to go back and say, "Well, I 11 prepared this from the QuickBooks information. This is 12 what it means." He wasn't even here in 2011. He didn't 13 work for the company. He doesn't know where the numbers 14 came from that were put into those QuickBooks 15 originally. He's got no personal knowledge. He would 16 never be able to testify to it, and neither can 17 Mr. Golshani because he doesn't have any personal 18 knowledge of it either. None of these documents are 19 admissible.</p> <p>20 MR. LEWIN: My turn?</p> <p>21 ARBITRATOR WALL: Yes.</p> <p>22 MR. LEWIN: First of all, when we receive -- 23 first of all, it's not expert testimony. It doesn't 24 take expert testimony to generate a report out of 25 QuickBooks if you know how to use QuickBooks. It's not</p>	<p style="text-align: right;">Page 1205</p> <p>1 He authorized delivery of these things to Jim Main's 2 office. He's the person responsible and he's the person 3 who got up and said -- attempting to disclaim any 4 responsibility for it or ownership of it, the 2011 5 general ledger.</p> <p>6 So now this effort is to show that despite what 7 he said, that the general ledger ties in to all kinds of 8 other documents, including the tax returns that were 9 filed under his supervision, and that these records are 10 essentially demonstrative records to show that they tie 11 in. That's not expert testimony. I could do it myself 12 if I took the time to match up the various things. And 13 we all could.</p> <p>14 These are documents that Mr. -- the issue is 203 15 is a document that was produced by Mr. Main with an 16 affidavit. These are business records. They're 17 admissible. I think everything else goes to weight. 18 Mr. Golshani was just going to walk through these 19 documents. I wasn't trying to give testimony. He was 20 just going to walk through and explain how they relate 21 to each other.</p> <p>22 MR. GERRARD: Is it my turn? It's my objection, 23 so I'm supposed to get the last say on this.</p> <p>24 ARBITRATOR WALL: All right.</p> <p>25 MR. GERRARD: So listen, you heard Mr. Lewin say</p>

<p style="text-align: right;">Page 1206</p> <p>1 it looks like it was prepared by ANC. That's exactly 2 the problem. He has no idea who prepared this. It's 3 pure speculation. Pure, unadulterated speculation by 4 Mr. Lewin, and of course Mr. Manabat is trying to 5 testify as an expert because remember, if he doesn't 6 have personal knowledge under NRS Chapter 50, he can't 7 testify. And 49 and 50. He cannot testify about 8 something he has no personal knowledge of. He just 9 prepared a report based upon numbers that he had no 10 personal knowledge of, so of course it's never going to 11 come into evidence because, No. 1, it's a report that 12 was generated a week ago and was never disclosed in this 13 case. Ever. That last exhibit. Never disclosed, ever, 14 and it was prepared in anticipation of this testimony 15 today, and Mr. Manabat can't testify about it because he 16 didn't generate the numbers and he didn't put the 17 numbers in and he didn't work there when the 2011 18 general ledger information was prepared. He didn't work 19 there until five years later.</p> <p>20 Mr. Golshani can't testify about it because he 21 has no personal knowledge of it either. How is he 22 supposed to testify to lay the foundation of where these 23 numbers came from? And the two reports that supposedly 24 came from -- the two reports that he's saying came from 25 the records of Clifton Larsen Allen, again, there's no</p>	<p style="text-align: right;">Page 1208</p> <p>1 from. They're just speculating about where the numbers 2 came from.</p> <p>3 So again, Your Honor, I think the objection is 4 obvious, but lack of foundation, speculation, and 5 they're trying to create new exhibits the day before 6 we're supposed to have our closing argument. The first 7 time we've ever seen this new document that they 8 generated that they want a witness to testify about who 9 was never disclosed as an expert.</p> <p>10 ARBITRATOR WALL: All right. Thank you. 205 is 11 not going to be admitted. That's a document that was 12 prepared a week ago by Mr. Manabat, has never been 13 disclosed to anyone at any time. All right. So that's 14 out.</p> <p>15 204, the underlying document without the red 16 stamps I just admitted, I think, as No. 97. The red 17 references for virtually every entry on it has never 18 been disclosed. It was -- at this point there's 19 insufficient foundation to admit that document. And, I 20 mean, if Mr. -- I don't know when Mr. Manabat worked 21 there, if he originally did these, and whether he has 22 personal knowledge of any of these numbers. So I'm not 23 foreclosing the possibility that you could lay a 24 foundation. As it stands now, there's insufficient 25 foundation.</p>
<p style="text-align: right;">Page 1207</p> <p>1 foundation for those numbers. We don't know where they 2 came from. We don't know who prepared them, and that's 3 the whole point.</p> <p>4 They're trying to attribute to Mr. Bidsal 5 information that Mr. Bidsal has clearly testified did 6 not come from him. It's something that he didn't 7 prepare. They don't like that answer. This is all an 8 effort to try to attack the credibility of Mr. Bidsal as 9 it relates to those numbers, but these documents are not 10 admissible on their face. There's no foundation. They 11 never produced them, and if it's a demonstrative 12 exhibit, they have to produce that too, and they never 13 produced any demonstrative exhibit at the outset of this 14 case. Let's call a spade a spade.</p> <p>15 What this is is they had a month between the last 16 arbitration hearing and today to go back, read through 17 the whole transcript, and try to figure out ways that 18 they could try to get around testimony that they didn't 19 like. That's where they created this stuff. Nobody has 20 any personal knowledge of any of it that's been offered 21 as a witness. I mean, there's no possible way under the 22 rules of evidence that this comes into evidence. 23 There's no foundation. It's pure speculation. And even 24 if they came in, they couldn't tie the numbers to 25 anything because they don't know where the numbers came</p>	<p style="text-align: right;">Page 1209</p> <p>1 203, I just don't know its genesis, and I don't 2 think anybody does. And in addition to that, I am 3 uncomfortable with new demonstrative exhibits the 4 last -- what was supposed to be the last day -- the last 5 afternoon of presentation of evidence being offered 6 without any notice. So these aren't the ones you said 7 you Emailed to Mr. Shapiro; is that right?</p> <p>8 MR. LEWIN: Those were -- can I respond briefly? 9 ARBITRATOR WALL: Sure.</p> <p>10 MR. LEWIN: The issue is not that anyone created 11 these numbers. All that was done -- all that was done 12 was that a report was generated using Mr. Bidsal's 13 QuickBooks.</p> <p>14 ARBITRATOR WALL: Understood.</p> <p>15 MR. LEWIN: There's no creation of numbers here. 16 And then you have -- so the numbers --</p> <p>17 ARBITRATOR WALL: 205 has never -- they've never 18 seen until five minutes ago.</p> <p>19 MR. LEWIN: 205 was a report generated from his 20 QuickBooks.</p> <p>21 ARBITRATOR WALL: Right. But they've never seen 22 this.</p> <p>23 MR. LEWIN: No.</p> <p>24 ARBITRATOR WALL: Never produced during the 25 litigation at all?</p>

<p style="text-align: right;">Page 1210</p> <p>1 MR. LEWIN: No. Our issue is that this is 2 impeachment of rebuttal documents generated because of 3 Mr. Bidsal's false testimony at the last set of hearings 4 that American Nevada was the creator of Exhibit 95, the 5 2011 general ledger that is in the general ledger of 6 Green Valley Commerce. So in effect, anyone who can 7 operate a QuickBooks account can go to a QuickBooks 8 record and ask if you have the facility to generate a 9 report. It's not making numbers. It's generating a 10 report from his own general ledger. 11 So just on the issue that these are numbers that 12 are actually generated by Mr. Golshani or Mr. Bidsal, 13 all they are are reports. All they are are 14 cross-referencing reports. I guess I could take the 15 time -- it's a cross-referencing numbers in the report, 16 which is basically a review. 17 So I think that the foundation is sufficient to 18 be able to -- to be able to admit the documents -- admit 19 the documents having to show that the numbers on the 20 trial worksheet are found on the general ledger or found 21 on the other ledger. 22 The other ledger, having to do with 203, this is 23 a document that was produced by the company's 24 accountants. Whether it's in their files and were 25 produced as a business record, and this is -- the issue</p>	<p style="text-align: right;">Page 1212</p> <p>1 BY MR. LEWIN: 2 Q. Mr. Golshani, when you were talking about COP and 3 two ways of addressing COP and you said you wanted to 4 explain something and I didn't let you explain, so 5 forgive me. Tell the judge what you wanted to explain 6 in terms of how you're willing to deduct from the COP 7 the properties that have been sold and properties that 8 have been bought, and you also had an explanation. 9 THE WITNESS: May I? 10 ARBITRATOR WALL: Yeah. 11 THE WITNESS: As I said, the COP, according to 12 operating agreement, should be whatever is under the 13 escrow closing, which is 4,048,000. And if they want 14 to -- if we want to accept that as the formula, the 15 numbers to be plugged in at the same time of escrow 16 closing, both of the number, meaning the capital and 17 COP, should be entered at the same time. So if the COP 18 is 4,000,048, capital account should be, naturally, 19 1.250. 20 Now, if we go and say that COP should be at the 21 time of the buyout, then we reduce the cost of the sold 22 building, but at the same time we need to reduce from 23 the capital account the cost of sold building and 24 whatever money Mr. Bidsal has received under his capital 25 contribution. Not the profit, but the capital</p>
<p style="text-align: right;">Page 1211</p> <p>1 here is do these -- does this ledger, regardless of 2 where it came from -- because the weight that you would 3 have to give it is if Mr. Bidsal didn't produce this 4 general ledger, who did? By process of elimination, you 5 can take it and be able to take it and derive that it 6 would be the property manager at the time in 2011, which 7 would be American Nevada. And then they cross-reference 8 and was actually used by the company's accountant. 9 So I don't think the numbers are generated like 10 inputted. They don't have to be inputted to draft a 11 report. That doesn't take expert testimony. All he did 12 was generate a report. 13 ARBITRATOR WALL: Okay. 14 THE WITNESS: It's the same as the one that's 15 Bates stamped. This is the same one. 16 MR. LEWIN: Hold on. 17 ARBITRATOR WALL: All right. I think you've made 18 your record. So I'm not going to admit 203, 204, 205. 19 Do you have additional questions for 20 Mr. Golshani? 21 MR. LEWIN: No, Your Honor. 22 ARBITRATOR WALL: All right. 23 THE WITNESS: No. 24 MR. LEWIN: He reminded me about something. 25 ///</p>	<p style="text-align: right;">Page 1213</p> <p>1 contribution. Then both of them is acceptable. 2 What I'm trying to say, Your Honor, it's not fair 3 to take the capital contribution at the time of 4 purchase, which is 1.2 million, and then have the cost 5 of COP at the time of buyout. Both of them should be at 6 the same time. 7 ARBITRATOR WALL: Okay. 8 BY MR. LEWIN: 9 Q. So you're saying the capital has to reflect the 10 return capital. Is that correct? 11 A. Return capital. Yeah. Whatever capital that 12 Mr. Bidsal seems to be deducting from there. 13 MR. LEWIN: I have nothing further. 14 ARBITRATOR WALL: All right. So we'll begin 15 tomorrow at 1:00 with your questions for Mr. Golshani? 16 MR. GERRARD: (Moved head.) 17 ARBITRATOR WALL: Can we agree on a time when 18 Mr. Manabat should be available? 19 MR. GARFINKEL: Your Honor, I don't know if he's 20 going to be available tomorrow. Medical issue. I don't 21 know if he'll be available. We'll see by tomorrow 22 morning if he'll make himself available. 23 MR. GERRARD: Well, are we finishing then 24 tomorrow? 25 ARBITRATOR WALL: Well, except for Mr. LeGrand,</p>


<p style="text-align: right;">Page 1214</p> <p>1 that was my hope.</p> <p>2 MR. GARFINKEL: You know, believe me, I</p> <p>3 understand. Otherwise we should have taken him today.</p> <p>4 We had him scheduled for today and we had time to take</p> <p>5 him today.</p> <p>6 MR. LEWIN: We thought he would be available. In</p> <p>7 the last break -- we actually called him and said we'll</p> <p>8 schedule for tomorrow, and we got a late call just at</p> <p>9 the last break told us he may not be available. We'll</p> <p>10 try to track that down.</p> <p>11 ARBITRATOR WALL: Okay. And you are going to</p> <p>12 meet and confer on the two Main deposition designations?</p> <p>13 MR. GERRARD: I already sent them to him.</p> <p>14 MR. LEWIN: Do you have a hard copy?</p> <p>15 MR. GERRARD: Hard copy of what?</p> <p>16 MR. LEWIN: The Email you sent me, did you have a</p> <p>17 printout?</p> <p>18 MR. GERRARD: No. I had my secretary type it.</p> <p>19 ARBITRATOR WALL: Off.</p> <p>20 (The proceedings were suspended at 5:39 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 1216</p> <p>1 HEALTH INFORMATION PRIVACY & SECURITY: CAUTIONARY NOTICE</p> <p>2 Litigation Services is committed to compliance with applicable federal</p> <p>3 and state laws and regulations ("Privacy Laws") governing the</p> <p>4 protection and security of patient health information. Notice is</p> <p>5 hereby given to all parties that transcripts of depositions and legal</p> <p>6 proceedings, and transcript exhibits, may contain patient health</p> <p>7 information that is protected from unauthorized access, use and</p> <p>8 disclosure by Privacy Laws. Litigation Services requires that access,</p> <p>9 maintenance, use, and disclosure (including but not limited to</p> <p>10 electronic database maintenance and access, storage, distribution/</p> <p>11 dissemination and communication) of transcripts/exhibits containing</p> <p>12 patient information be performed in compliance with Privacy Laws.</p> <p>13 No transcript or exhibit containing protected patient health</p> <p>14 information may be further disclosed except as permitted by Privacy</p> <p>15 Laws. Litigation Services expects that all parties, parties'</p> <p>16 attorneys, and their HIPAA Business Associates and Subcontractors will</p> <p>17 make every reasonable effort to protect and secure patient health</p> <p>18 information, and to comply with applicable Privacy Law mandates,</p> <p>19 including but not limited to restrictions on access, storage, use, and</p> <p>20 disclosure (sharing) of transcripts and transcript exhibits, and</p> <p>21 applying "minimum necessary" standards where appropriate. It is</p> <p>22 recommended that your office review its policies regarding sharing of</p> <p>23 transcripts and exhibits - including access, storage, use, and</p> <p>24 disclosure - for compliance with Privacy Laws.</p> <p>25 © All Rights Reserved. Litigation Services (rev. 6/1/2019)</p>
<p style="text-align: right;">Page 1215</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2 STATE OF NEVADA)</p> <p style="padding-left: 40px;">SS:</p> <p>3 COUNTY OF CLARK)</p> <p>4 I, KELE R. SMITH, Certified Shorthand Reporter,</p> <p>5 do hereby certify that I took down in shorthand</p> <p>6 (Stenotype) all of the proceedings had in the</p> <p>7 before-entitled matter at the time and place indicated;</p> <p>8 and that thereafter said shorthand notes were</p> <p>9 transcribed into typewriting at and under my direction</p> <p>10 and supervision and the foregoing transcript constitutes</p> <p>11 a full, true, and accurate record of the proceedings</p> <p>12 had.</p> <p>13 IN WITNESS WHEREOF, I have hereunto affixed</p> <p>14 my hand this 10th day of May, 2021.</p> <p>15</p> <p>16</p> <p>17</p> <p>18 </p> <p>19 KELE R. SMITH, NV CCR #672, CA CSR #13405</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	

EXHIBIT 3

EXHIBIT 3

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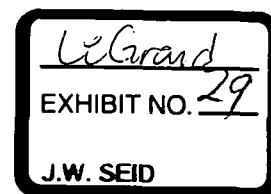
Email: david@legrandlegal.com

July 28, 2017

James Shapiro, Esq.

Via email only

Re: Green Valley Commerce LLC ("GVC") Sale Process



Dear Jim: Please be advised that I have reviewed your correspondence to Mr. Benjamin Golshani and Cla Properties, LLC with respect to the nomination of appraisers by Mr. Bidsal.

With respect to the GVC process, I draw your attention to the following paragraph at the end of Section 4.2 of the GVC Operating Agreement:

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).

I believe that this paragraph makes it abundantly clear that when CLA Properties through its Manager Benjamin Golshani gave notice that it would purchase the interest of Mr. Bidsal on the terms offered by Mr. Bidsal that there is no requirement for an appraisal. The price has been established in accordance with the Operating Agreement.

That the price has already been established is further demonstrated by the prior provision in Section 4.2:

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 foregoing paragraph reinforces that it was CLA Properties as the "Remaining

Member" who had the right to request an appraisal process. Having established his offer, the Operating Agreement language does not grant Mr. Bidsal as the "Offering Member" the right to now request an appraisal and FMV process. The entire concept of these provisions was a "dutch auction", whereby either party could make an offer at which the other party could either buy or sell, and if the offeree did not accept the price but was willing to sell, then the FMV appraisal process could be invoked.

Therefore, the request for CLA Properties as the Remaining Member to nominate two appraisers and agree to one of the appraisers nominated by Mr. Bidsal is rejected. There is no appraisal process and CLA Properties has a binding agreement for the purchase of Mr. Bidsal's interest in GVC. Mr. Golshani has provided draft escrow instructions is prepared to open escrow in accordance with the Operating Agreement.

Yours truly,

ss/David G. LeGrand

cc: Benjamin Golshani

EXHIBIT 4

EXHIBIT 4

STATE BAR OF NEVADA
STANDING COMMITTEE ON ETHICS AND
PROFESSIONAL RESPONSIBILITY

Formal Opinion No. 41¹
Issued on June 24, 2009

QUESTION

Confidentiality – What types of information about a client does Rule 1.6 restrict the lawyer from revealing?

ANSWER

ALL information relating to the representation of the client.

DISCUSSION

It is well known by both lawyers and clients that the rules of ethics governing lawyers prohibits a lawyer from revealing confidential client information without the consent of the client. This “confidentiality rule” is at the heart of the lawyer-client relationship² and has been embodied in the written rules of ethics since 1908.³ The current Nevada rule is Rule 1.6 of the Nevada Rules of Professional Conduct. The general rule of confidentiality is contained in Rule 1.6(a):

Rule 1.6. Confidentiality of Information.

(a) A lawyer shall not reveal information relating to representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by paragraphs (b) and (c).

¹This opinion is issued by the Standing Committee on Ethics and Professional Responsibility of the State Bar of Nevada, pursuant to S.C.R. 225. It is advisory only. It is not binding upon the courts, the State Bar of Nevada, its board of governors, any persons or tribunals charged with regulatory responsibilities, or any member of the State Bar.

²GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.2 (3d ed. 2005).

³1908 ABA Canons of Ethics, Canon 6; 1969 ABA Model Code, DR 4-101; and 1983 ABA Model Rules of Professional Conduct, Rule 1.6.

Rule 1.6(a) imposes a duty on all lawyers not to reveal information relating to the representation of their clients to anyone unless there is an applicable exception.⁴

The information protected by the lawyer's ethical confidentiality duty under Rule 1.6 is much broader than privileged information protected by the attorney-client privilege under NRS 49.185.⁵ Comment [3] to ABA Model Rule 1.6 provides:

*The principle of client-lawyer confidentiality is given effect by related bodies of law: the attorney-client privilege, the work product doctrine and the rule of confidentiality established in professional ethics. The attorney-client privilege and work-product doctrine apply in judicial and other proceedings in which a lawyer may be called as a witness or otherwise required to produce evidence concerning a client. The rule of client-lawyer confidentiality applies in situations other than those where evidence is sought from the lawyer through compulsion of law.*⁶

Rule 1.6 prohibits a lawyer from volunteering any information relating to representation of a client; the attorney-client privilege prohibits a lawyer from being compelled to reveal confidential communications between a lawyer and a client.⁷

In contrast to predecessor Rule DR 4-101⁸, the language of Rule 1.6(a) has three remarkable omissions from the historical rule of confidentiality.

The first is the omission of the qualifier “confidential” between “reveal” and

⁴*McKay v. Bd. of Co. Comm'rs*, 103 Nev. 490, 746 P.2d 124 (1987); *Todd v. State*, 113 Nev. 18, 931 P.2d 721 (1977).

⁵*Eighth Judicial Dist. Court v. County of Clark*, 116 Nev. 1200, 14 P.3d 1266 (2000)(Agosti, Shearing, Leavitt dissent).

⁶Cited approvingly by *McKay v. Bd. of Co. Comm'rs*, 103 Nev. 490, 746 P.2d 124 (1987).

⁷GEOFFREY C. HAZARD & W. WILLIAM HODES, *THE LAW GOVERNING LAWYERS*, §9.2 (3d ed. 2005).

⁸This Rule was in effect in Nevada until 1986.

“information”.⁹ As a result, all information relating to the representation of the client is thereby made confidential.¹⁰ Rule DR 4-101 protected the client from the lawyer’s disclosure of “secrets”, defined as: (1) information that the client “has requested to be held inviolate”; and (2) information that would be “embarrassing” or “likely to be detrimental” if revealed.¹¹

The second remarkable aspect of Rule 1.6(a) is that the confidential information need not be information that is “adverse” to the client. Rule DR 4-101(B)(3) did not prohibit the disclosure of nonadverse client information.¹²

The final remarkable omission from Rule 1.6 is an exception for information already generally known or public. This element is contained in the Restatement’s definition of “confidential client information”, but omitted from Rule 1.6.¹³

Thus, the language of Rule 1.6(a) is so broad that it is – at least on its face – without limitation. Rule 1.6(a) requires that ALL information relating to the representation of a client is confidential and protected from disclosure. Even the mere identity of a client is protected by Rule 1.6.¹⁴ The Rule applies:

1. Even if the client has not requested that the information be held in confidence or does not consider it confidential. Thus, it operates automatically;¹⁵
2. Even though the information is not protected by the attorney-client

⁹*Lawyer Disciplinary Bd. v. McGraw*, 461 S.E.2d 850 (W. Va. 1995).

¹⁰GEOFFREY C. HAZARD & W. WILLIAM HODES, *THE LAW GOVERNING LAWYERS*, §9.15 (3d ed. 2005).

¹¹GEOFFREY C. HAZARD & W. WILLIAM HODES, *THE LAW GOVERNING LAWYERS*, §9.15 (3d ed. 2005). In fact, the Washington State Bar revised Model Rule 1.6 so that its Rule 1.6 reads: “A lawyer shall not reveal confidences or secrets relating to representation of a client...” *In re Disciplinary Proceedings Against Schafer*, 66 P.3d 1036 (2003).

¹²CHARLES W. WOLFRAM, *MODERN LEGAL ETHICS* §6.7.6, n. 92 (1986).

¹³RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 59 (2001).

¹⁴*In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

¹⁵GEOFFREY C. HAZARD & W. WILLIAM HODES, *THE LAW GOVERNING LAWYERS*, §9.15 (3d ed. 2005); *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

privilege;¹⁶

3. Regardless of when the lawyer learned of the information – even before or after the representation;¹⁷
4. Even if the information is not embarrassing or detrimental to client;¹⁸
5. Whatever the source of the information; *i.e.*, whether the lawyer acquired the information in a confidential communication from the client or from a third person or accidentally;¹⁹and
6. (In contrast to the attorney-client privilege) even if the information is already generally known – or even public information.²⁰

By a literal reading of Rule 1.6, even a laudatory comment about a client or the client's achievement may violate the letter of the Rule. However, the Committee believes that the absolute wording of Rule 1.6 is not literally meant to make every disclosure of the most innocuous bit of client information an ethical violation; but rather it is intended to strongly caution the lawyer to give consideration to the rule of client confidentiality – and whether the informed consent of the client should be obtained – whenever the lawyer makes any verbal, written or electronic communication relating to the client.²¹ For example, a lawyer advising his or her spouse that the lawyer will be traveling overnight to a distant city to defend the deposition of Client A in case A vs. B, is technically the revelation of “information relating to representation of a client” without client consent.²² The Committee suggests that common sense should be a part of Rule 1.6 and the lawyer

¹⁶See *Eighth Judicial Dist. Court v. County of Clark*, 116 Nev. 1200, 14 P.3d 1266 (2000)(Agosti, Shearing, Leavitt dissent)

¹⁷CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.2, at 298 (1986).

¹⁸CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.2, at 298 and §6.7.3, at 305 (1986); *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

¹⁹Comment [3] to ABA Model 1.6; Restatement 3rd, The Law Governing Lawyers, §59 Cmt b; *In re Advisory Opinion No. 544 of the New Jersey Supreme Court*, 511 A.2d 609 (1986).

²⁰GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005); *Lawyer Disciplinary Bd. v. McGraw*, 461 S.E.2d 850 (W. Va. 1995); Ariz. Ethics Op. 2000-11 (2000).

²¹See GEOFFREY C. HAZARD & W. WILLIAM HODES, THE LAW GOVERNING LAWYERS, §9.15 (3d ed. 2005).

²²CHARLES W. WOLFRAM, MODERN LEGAL ETHICS §6.7.3, at 301 (1986).

should not be disciplined for a harmless disclosure.

The following are examples of common situations which raise issues under Rule 1.6(a) in the absence of client consent. They are offered – not as examples of Rule 1.6 violations *per se* – but as “food for thought” for all lawyers before communicating any information related to the representation of a client:

1. Phoning a client when the client is not at home and leaving a message about the representation on client’s answering machine or discussing the matter with the roommate, or spouse of the client;²³
2. Submitting a copy of the lawyer’s client billing statements in support of an application for fees, such as a post-judgment motion or at the end of a probate;²⁴
3. Submitting a client list (revealing the identity of the client) to a bank to support the lawyer’s loan application;²⁵
4. Listing some clients in a law firm brochure (revealing the identity of the clients);²⁶
5. Processing a credit card payment (revealing the identity of the client) to the credit card company;²⁷
6. Telling a story to friends about a recent trial without revealing the identity of the client or any other fact not contained in the public record of the case;²⁸

²³*People v. Hohertz*, 102 P.3d 1019 (Colo. 2004).

²⁴There are generally two types of lawyer billing statements: (1) general “for services rendered” invoices that do not reveal the detail of the work performed; and (2) itemized statements that give a detailed description of all work performed by the lawyer on a date-by-date basis. For purposes of Rule 1.6, the difference does not matter. Even a general balance due invoice contains “information relating to representation of a client”, including the fact that the client *is* a client, the client’s address, the previous balance due to the lawyer, the amount of payments made by the client to the lawyer and the total billed to the client for the billing period.

²⁵Ill. Ethics Op. 97-1 (1997).

²⁶Iowa Ethics Op. 97-4 (1997).

²⁷Utah Ethics Op. 97-06 (1997).

²⁸GEOFFREY C. HAZARD & W. WILLIAM HODES, *THE LAW GOVERNING LAWYERS*, §9.15 (3d ed. 2005).

7. A lawyer taking a client file or batch of discovery documents to the local photocopy shop for copying;²⁹
8. A law firm employing an outside computer tech support person to trouble shoot the firm's computer system;³⁰
9. The auditing of insurance defense attorney billing statements by an insurance company auditor;³¹
10. A request for attorney billing statements by a homeowner to the lawyer for the homeowner's association;
11. A request for attorney billing statements by a disgruntled shareholder of a corporation represented by the lawyer in litigation;
12. A request for attorney billing statements under the Open Records Act³² to a public entity represented by outside counsel;³³ and
13. The law firm's listing of its "best" clients in Martindale-Hubbell.

²⁹ABA Formal Opinion 08-451 (2008).

³⁰ABA Formal Opinion 08-451 (2008).

³¹D.C. Bar Ethics Op. 290 (1999); Amy S. Moats, *A Bermuda Triangle in Tripartite Relationship: Ethical Dilemmas Raised by Insurers' Billing and Litigation Management Guidelines*, 105 W. Va. L. Rev. 525 n.58 (Winter 2003).

³²Chapter 239 of NRS.

³³Nevada's Open Records Act allows any person to inspect all public records which are not declared by law to be confidential. NRS 239.010. Where a request is made to a public body under the Nevada Open Records Act for inspection or copies of the billing statements of the public body's outside counsel, there is no question that mere invoices by the lawyer to the public body – without detailed descriptions of the work performed – contain "information relating to representation of a client". On the one hand, the lawyer may not allow an Open Records act inspection of the lawyer's billing statements. On the other hand, the public body is not governed by the Nevada Rules of Professional Responsibility. The public body must allow inspection of the lawyer's billing statements except to the extent that they are privileged under Nevada's attorney-client privilege statutes. NRS 49.035 – 49.115.

CONCLUSION

In view of the unrestricted language of Rule 1.6, all lawyers should pause and think before revealing any information relating to the representation of a client unless the client has given informed consent.

Ethics Opinion on Rule 1.6 Confidentiality 11-23-08.wpd

July 16, 2009

EXHIBIT 251

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17 JAMS

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JAMS Ref. No. 1260005736

19 Claimant/Counterdefendant,

20 v.

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

23 Respondent /Counterclaimant
 24
 25
 26
 27
 28

**CLA PROPERTIES, LLC'S SUPPLEMENTAL
 BRIEF RE: (1) WAIVER OF THE ATTORNEY-
 CLIENT PRIVILEGE; AND (2) COMPELLING
 THE TESTIMONY OF DAVID LeGRAND,
 ESQ.**

Pursuant to the Arbitrator's Order, Respondent/Counterclaimant CLA,¹ through its undersigned counsel hereby submits its Supplemental Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. (the "Supplemental Brief").

1. Background

CLA seeks to question Mr. LeGrand regarding the GVC Operating Agreement. CLA, in its Brief, explained why, even if the information that CLA seeks to question Mr. LeGrand about could be considered privileged, the privilege has been waived. This is because, among other things, Mr. Bidsal—GVC's co-manager along with Mr. Golshani—failed to object to a Notice of Deposition and Subpoena Duces Tecum issued to Mr. LeGrand which specifically sought information and testimony relating to GVC's Operating Agreement. Indeed, Mr. LeGrand produced his entire file relating to the GVC Operating Agreement, including drafts and emails received from Mr. Bidsal and Mr. Golshani. Mr. LeGrand later testified regarding the same. Both CLA and Mr. Bidsal have used Mr. LeGrand's documents and testimony in arguing their respective cases.

2. No privilege attaches to any of the documents attached to the Brief.

The exhibits to CLA's Brief relate, in part, to CLA's production of documents obtained from Mr. LeGrand in response to the Subpoena Duces Tecum in the Mission Square Litigation. This same information was also used in the First GVC Arbitration. The Brief's exhibits also include transcripts of Mr. LeGrand's—unobjected to—testimony in the Mission Square Litigation and the First GVC Arbitration, as well as Judge Haberfeld's decision and other court pleadings demonstrating that Mr. LeGrand's documents and testimony were used in the proceedings.

Although these exhibits are voluminous, they were all previously disclosed and are fair game in questioning Mr. LeGrand. As the Nevada Supreme Court stated in Wardleigh v. Second Judicial Dist. Court,² a partial disclosure of a privileged communication waives the privilege for entire the subject matter of that communication. Here, given the breadth of disclosures regarding

¹ Capitalized terms that are not defined herein were previously defined in CLA Properties, LLC's Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. (the "Brief").

² 111 Nev. 345, 354-55, 891 P.2d 1180, 1186 (1995)

1 the GVC Operating Agreement, no aspect of Mr. LeGrand's drafting of said Operating Agreement
2 remains privileged.

3 **3. Documents that CLA plans to specifically reference at the August 2021 Hearing.**

4 At the hearing on June 25, 2021, CLA's counsel intended to reference certain documents
5 contained in the exhibits to highlight how the questions CLA seeks to ask Mr. LeGrand in this
6 matter about the GVC Operating Agreement overlap with prior litigation between Mr. Bidsal and
7 CLA. The parties ultimately agreed, however, that the specific documents should be indicated
8 ahead of the hearing.

9 As a result, this Supplemental Brief lists the documents that CLA's counsel intends to
10 specifically reference at the hearing on August 5, 2021. However, CLA reserves all rights to
11 specifically reference other documents, pleadings and/or testimony in rebutting any arguments
12 made by Mr. Bidsal.

13 Accordingly, the documents that CLA plans to specifically reference at the August 5th
14 hearing (and primarily pertaining to the arguments contained in Section B of the Brief) are as
15 follows:

16 **Ex. A:** Notice of Deposition of David LeGrand and Subpoena Duces Tecum in the
17 Mission Square Litigation;

18 **Ex B:** Benjamin Golshani and CLA Properties, LLC's Second Supplemental
19 NRCP 16.1 Disclosures in the Mission Square Litigation, e.g., Bates Nos. DL
20 00002, DL 00022, DL 00031, DL 00032, DL 00059, DL 00085, DL 00086, DL
21 00109, DL 00137, DL 00197, DL 00198, DL 00258, DL 00259, DL 00288, DL
22 00321 and DL 00351;

23 **Ex. C:** Deposition transcript for Mr. LeGrand taken on March 20, 2018, in the
24 Mission Square Litigation, Pages 3-7, 31, 48, and 91;³

25 **Ex. E:** Transcript of the May 9, 2018, Proceedings in the First GVC Arbitration,
26 Page 296;

27 **Ex. F:** Final Award in the First GVC Arbitration issued by Judge Haberfeld on
28 April 5, 2019.

³ Pages 3-7 of the Mr. LeGrand's deposition transcript lists 39 exhibits relating to the drafting of the GVC Operating Agreement provided by Mr. LeGrand, including drafts, as well as documents provided by Mr. Bidsal.

1 These exhibits relate to the issues as to whether any privilege exists, Mr. Bidsal's failure to
 2 object to the Notice of Deposition and Subpoena Duces Tecum, and Mr. LeGrand providing
 3 documents and testimony regarding the GVC Operating Agreements and his interpretation of the
 4 same. Although CLA is reserving its full argument regarding these documents for the hearing,
 5 CLA provides the following context for these documents.

7 For example, Paragraph 11 of Judge Haberfeld's Final Award (Ex. F) states, in part:

8 In a dispute between litigating partners or other parties, the testimony of third-party
 9 witnesses becomes important. This is especially so, when the third-party witness
 10 is unbiased and the drafting lawyer was jointly representing the contracting parties
 11 with the preparation of the underlying contract at suit. David LeGrand was that
 12 lawyer[.]

11 (Emphasis added.)⁴

12 Mr. Bidsal bears the burden of demonstrating that the communications CLA seeks to
 13 question Mr. LeGrand about are privileged and, further, that the privilege has not been waived.
 14 Judge Haberfeld found that, based upon the evidence presented, Mr. LeGrand jointly represented
 15 Mr. Bidsal and Mr. Golshani in regard to drafting the GVC Operating Agreement.

17 In addition, during Mr. LeGrand's deposition, Mr. Bidsal's counsel questions Mr. LeGrand
 18 as follows:

19 Q. Okay. It seems that you're aware that the arbitration and the lawsuit both kind
 20 of center around this language in section 4 of the operating agreement is that
 21 accurate?

22 A. Yes.

23 Q. Did you have any discussions with Mr. Garfinkel about section 4 of the
 24 operating agreements and how it should be interpreted or how you interpreted it?

26 ⁴ Although not directly relevant to this briefing, the Final Award also determined that Mr. Bidsal
 27 was the principal drafter of the GVC Operating Agreement and thus Mr. Bidsal bears the risk of
 28 any ambiguity or inconsistency in a disputed provision. (See Ex. F Paragraph 17.)

1 A. Yes, especially when he looked at the draft of the letter that I prepared to go to
2 you, and you know, he asked basically the same question he asked me today, is this
3 your interpretation. My answer was yes.

4 (Ex. C at 91:9-21.)

5 This passage demonstrates that Mr. Bidsal not only failed to object to CLA's discovery
6 requests to Mr. LeGrand, but he also actively participated in questioning Mr. LeGrand about the
7 GVC Operating Agreement. Mr. LeGrand acknowledges disclosing his interpretation of the GVC
8 Operating Agreement.

9 Even if Arbitrator ultimately determines that privilege applies, and that Mr. LeGrand's
10 disclosure of his entire GVC file and subsequent testimony only waived privileged communications
11 regarding Section 4 (and not the entire GVC Operating Agreement), Mr. LeGrand's testimony
12 should still be permitted. Exhibit B to the GVC Operating Agreement—which is at issue in this
13 Arbitration—falls within the subject matter of Section 4.⁵

14 Section 4 references Membership Interest (and the definition of Membership Interest in
15 Article I of the GVC Operating Agreement specifically references Exhibit B) and capital
16 contributions. Only Exhibit B contains the relevant information for each of these categories. As
17 such, Exhibit B provides CLA's and Mr. Bidsal's respective membership interest and their capital
18 contributions to GVC. Therefore, Exhibit B to the GVC Operating Agreement is a necessary
19 component to Section 4 and Mr. LeGrand should be permitted to testify regarding the same.
20
21

22 **4. Conclusion.**

23 The Arbitrator should rule that Mr. Bidsal has waived any applicable attorney-client
24 privilege (assuming that Mr. Bidsal is even able to establish that the communications he objects to
25

26 ⁵ In this regard, Mr. LeGrand's deposition transcript repeatedly reflects discussions of Mr.
27 Bidsal's and CLA's capital contributions, which are reflected in Exhibit B to the GVC Operating
28 Agreement. (See, e.g., Ex. C at 46, 47, 49, 50, 67, 114 and 124.)

are privileged). In addition, CLA again asserts that it should be awarded its fees and costs in having to respond to this issue. Mr. LeGrand was identified as a witness by both sides from the very outset of this Arbitration. If there was a legitimate claim of privilege (which, respectfully, there is not) this should have been raised when Mr. LeGrand was initially disclosed as a witness, not on the last day of testimony when the order of witnesses and evidence had long been planned and disclosed.

Dated this 9th day of July, 2021.

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of REISMAN SOROKAC, and that on the 9th day of July, 2021, I caused the foregoing **CLA PROPERTIES, LLC'S SUPPLEMENTAL BRIEF RE: (1) WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE; AND (2) COMPELLING THE TESTIMONY OF DAVID LeGRAND, ESQ.** to be served on the following via JAMS Access.

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JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT SHAWN BIDSAL'S SUPPLEMENTAL BRIEF
 REGARDING THE TESTIMONY OF DAVID LEGRAND, ESQ.**

COMES NOW Claimant SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and hereby files Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand, Esq. ("LeGrand").

I.

PRELIMINARY STATEMENT

On the final day of the arbitration in this matter, CLA Properties, LLC ("CLA") attempted to call attorney, David LeGrand, Esq., as its final witness. LeGrand had acted as the attorney for Green Valley Commerce, LLC ("GVC" or "Company") at the time the Operating Agreement for GVC was drafted. The GVC Operating Agreement, at Article XIII, Section 1, acknowledges (i) that LeGrand was legal counsel to the Company and that he was not representing any of the individual members, (ii) that he "has not given any advice or made any representations to the Members" related to the

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consequences of the Operating Agreement, and (iii) that LeGrand would have a conflict of interest if he represented any of the individual members. *See* Joint Exhibit 5 at page BIDSAL000020. Later, LeGrand represented both CLA and its principal Benjamin Golshani (“Golshani”) against the interests of Bidsal and by taking an adverse position to Bidsal. This representation was taken without the consent of Bidsal. Bidsal’s attorneys objected to LeGrand testifying on the basis that only the *intent of the parties* to the Operating Agreement (regarding the meaning of the Operating Agreement) was at issue, and the only way LeGrand could testify regarding the intent of Mr. Bidsal would be to disclose privileged communications between LeGrand and Mr. Bidsal during which Mr. Bidsal communicated to LeGrand his intent and understanding of the language of the Operating Agreement. Any such communications are clearly subject to the attorney-client privilege of NRS 49.095. Mr. Bidsal does not believe any such communications ever occurred and LeGrand’s interpretation of the Operating Agreement is irrelevant, as he is not a party to the agreement, unless he had communications with the Bidsal and Golshani about their intent and understanding prior to them executing the Operating Agreement. If LeGrand had such communications, those communications would certainly be relevant, but they would be privileged pursuant to NRS 49.095 as they would have been discussions between and attorney and representatives of the client (GVC).

As a result, Bidsal objected to LeGrand testifying on the basis of attorney-client privilege and also affirmatively stated that LeGrand has a conflict of interest which has never been waived by Bidsal. Upon Bidsal’s objection, CLA requested permission to brief the issues raised by Bidsal, and the Arbitrator permitted briefing on these issues and identified specific issues to be briefed, including:

1. Who has the authority to waive the attorney-client privilege for GVC when there are two managers that are deadlocked on the decision and two owners that are deadlocked on the decision.
2. Has there been a waiver of the attorney-client privilege that protects communications between LeGrand and his client, particularly those communications between LeGrand and the client’s manager, Bidsal.
3. Does the Arbitrator have the authority to compel LeGrand to testify, when LeGrand has stated his intention not to testify due to concerns about violating either the attorney-client privilege or the Nevada Rules of Professional Conduct (“RPC”)?

4. Has Bidsal waived LeGrand's conflict of interest.

Both parties submitted briefs as directed by the Arbitrator; however, CLA's brief ("**CLA Brief**") only addressed Issue No. 2 identified above. The CLA Brief argued that because LeGrand had produced his entire file in another litigation matter involving Bidsal and Golshani, this somehow waived any privilege for communications he had with Bidsal about the meaning and consequences of the Operating Agreement. **Importantly, the CLA Brief failed to identify any testimony of LeGrand divulging any communications with Mr. Bidsal about the meaning of the Operating Agreement, which Mr. Bidsal did not object to resulting in a waiver of any privilege.** The CLA Brief did not even attempt to address the conflict issue and violations of the RPC.

At the hearing to decide these issues, which occurred on June 25, 2021, CLA's counsel attempted to make arguments that a waiver of the privilege had occurred based upon specific instances or testimony or conduct that were not referenced at any place in the CLA Brief. CLA's counsel argued the instances they were relying upon could be found in the hundreds of pages of exhibits attached to the CLA Brief, but acknowledged what they intended to rely upon as evidence for their waiver argument had not been specifically referenced in the CLA Brief. The Arbitrator gave CLA an additional two weeks to submit a supplemental brief that specifically referenced the evidence CLA intended to rely upon for its argument that the attorney-client privilege had been waived. The Arbitrator expressly stated that no new legal arguments could be raised in the supplemental brief.

On July 9, 2021, CLA submitted its Supplemental Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. (the "**CLA Supplemental Brief**"). The CLA Supplemental Brief identified various pages of five exhibits (Exhibits A, B, C, E, and F to the CLA Brief) as the evidentiary support for CLA's argument that GVC's attorney-client privilege had been waived; however, none of the referenced documents support CLA's position that the privilege was waived for confidential communications between Bidsal, as a representative of GVC, and LeGrand.

What the CLA Supplemental Brief does make clear is the real reason CLA is seeking LeGrand's testimony. CLA simply wants LeGrand to testify about the meaning of the Operating Agreement language, which is what the Arbitrator is to decide. In other words, LeGrand is not going

1 to be testifying about what Bidsal told him Bidsal was intending through the language used in the
 2 Operating Agreement, but merely what LeGrand thinks the language means. Not only is this
 3 completely irrelevant unless LeGrand shared his opinions with Bidsal prior to the Operating
 4 Agreement being signed (which would be privileged), but the Operating Agreement drafted by
 5 LeGrand specifically states that LeGrand never made any such representations to the Members about
 6 what the consequences of the Operating Agreement language would be. *See Id.*

7 The CLA Supplemental Brief also quoted findings from the first arbitration to argue that Judge
 8 Haberfeld decided LeGrand was actually representing CLA and Bidsal instead of GVC. Not only was
 9 this not an issue in the first arbitration, it is completely contradicted by the plain language of the GVC
 10 Operating Agreement, which states that LeGrand did not represent the individual members of GVC
 11 but only GVC. *See Id.*

12 In short, the CLA Supplemental Brief provided no evidence that Bidsal ever failed to object
 13 (waived the attorney-client privilege through inaction) to LeGrand testifying about communications
 14 between Bidsal and LeGrand prior to the Operating Agreement being signed in which the meaning
 15 and consequences of the Operating Agreement language was discussed. There is nothing in LeGrand's
 16 file suggesting any such communications ever occurred and LeGrand has never testified about any
 17 such communications. As a result, the argument that a waiver occurred through Bidsal's inaction must
 18 fail.

19 Likewise, the CLA Supplemental Brief provided no evidence that Bidsal ever consented, as a
 20 manager, to waive GVC's attorney-client privilege, and Golshani lacked the authority to do so on his
 21 own.

22 II.

23 STATEMENT OF FACTS

24 A. LEGRAND AS COUNSEL FOR GREEN VALLEY COMMERCE, LLC.

25 The CLA Supplemental Brief reinforces the role that LeGrand played with respect to the
 26 drafting of the GVC Operating Agreement: that LeGrand was counsel for GVC and prepared the drafts
 27 of the Operating Agreement that were circulated, but did not give any advice on the consequences of
 28 the terms of the Operating Agreement.

1 The CLA Supplemental Brief cites to the Final Award language in JAMS Arbitration Number
 2 1260004569 (the “***First Arbitration***”) by emphasizing the following language:

3 In a dispute between ***litigating partners*** or other parties, the testimony of
 4 ***third-party witnesses*** becomes important. This is especially so, when the
 5 third-party witness is unbiased and the drafting lawyer was jointly
 6 representing the contracting parties with the preparation of the underlying
 7 contract at suit. David LeGrand was that lawyer...

8 (See CLA Brief Ex. F at pg.6) (emphasis added).

9 The conclusion that CLA drew from this excerpt is both incorrect and unsupported by the
 10 record of the First Arbitration. CLA concluded that “Judge Haberfeld found that, based upon the
 11 evidence presented, Mr. LeGrand jointly represented Mr. Bidsal and Mr. Golshani in regard to drafting
 12 the GVC Operating Agreement.” See CLA Brief at 4:15-16. However, that statement is not accurate
 13 because the issue of who LeGrand represented was never before Judge Haberfeld. LeGrand did not
 14 represent Bidsal and/or CLA, the *litigating partners* to the First Arbitration, with respect to the drafting
 15 of the GVC OPAG. LeGrand was, by the arbitrator’s finding, a third-party witness. If LeGrand were
 16 the lawyer of one or two of the litigating partners, he certainly would not have been considered a third-
 17 party witness. Likewise, in accordance with the arbitrator’s Final Award in the First Arbitration,
 18 LeGrand represented the party that contracted his services to draft the GVC Operating Agreement. As
 19 CLA has not attached any retainer agreement, we must look to the GVC Operating Agreement itself
 20 and other documents cited by the CLA Supplemental Brief to determine who LeGrand represented.

21 The GVC Operating Agreement specifically states:

22 This Agreement has been prepared by David G. LeGrand (the “Law Firm), as legal
 23 counsel to the Company, and ... [t]he Members have been advised by the Law Firm
 24 that **a conflict of interest would exist among the members and the Company as the**
 25 **Law Firm is representing the Company and not any individual members.”**

26 See Joint Exhibit 5 at page BIDSAL000020 (emphasis added). This language was drafted by LeGrand
 27 to protect himself against the conflict that would exist if he were representing all of the individual
 28 members that may have had divergent interests. Moreover, this language does not indicate that any
 Company privilege was being waived by LeGrand’s testimony.

The CLA Brief also cited two of LeGrand’s invoices at Exhibit “B”, DL 197 and 258 which
 describe who LeGrand was representing. The two LeGrand invoices state at the top of each invoice

the client names. In the case of the two invoices cited, the client names are “Green Valley Commerce, LLC and Country Club, LLC,” which is consistent with Article XIII, Section 1, of the GVC OPAG. *See Id.* It is also consistent with LeGrand’s own testimony in prior matters, which will be addressed below. As such, the only actual evidence presented in the CLA Supplemental Brief makes it clear that LeGrand represented GVC.

B. GVC WAS NOT A PARTY TO THE FIRST ARBITRATION.

In the First Arbitration, GVC was not a party, if it was, then its attorney wouldn’t be a third-party witness, because GVC wouldn’t have been a third-party. Thus, the CLA Brief, perhaps inadvertently, supports Bidsal’s assertion that LeGrand was counsel for GVC throughout the period that the GVC Operating Agreement was being drafted and executed.

More importantly, as GVC wasn’t a party or even a witness to the First Arbitration and the CLA Brief and the CLA Supplemental Brief contain no written waiver of GVC’s attorney-client privilege with LeGrand, the cited language from the First Arbitration can’t possibly constitute a waiver by GVC of an attorney-client privilege. As was emphasized in Shawn Bidsal’s Brief Regarding the Testimony of David LeGrand, Esq. (the “*Bidsal Brief*”), Bidsal is not GVC and GVC is not Bidsal. Bidsal cannot waive GVC’s privileges if he is acting on his own behalf and not as the Manager of GVC. In the First Arbitration, Bidsal always purported to be representing himself, Shawn Bidsal, an individual, and not as a manager or a member of any entity, to include GVC. *See* Ex. J to the CLA Brief

C. GVC IS NOT A PARTY IN THE MISSION SQUARE LITIGATION.

The CLA Supplemental Brief then pointed to documents in the Mission Square Litigation, specifically a Notice of Deposition and Subpoena Duces Tecum issued to LeGrand in the Mission Square Litigation (the “*Notice & Subpoena*”). *See* Exhibit A to the CLA Brief. Once again, GVC is neither a party to the Mission Square Litigation, nor a named witness in the Mission Square Litigation. Neither the Notice of Deposition nor the Subpoena Duces Tecum provide notice to GVC, nor GVC’s counsel of these documents being served. *Id.* The only party to be provided notice was Bidsal’s *personal* counsel, Smith & Shapiro, PLLC, “Attorneys for Plaintiff / Counterdefendant Shawn Bidwell [sic]”. *Id.* Thus, GVC was not even provided with the Notice & Subpoena, much less afforded the

1 opportunity to object thereto. Nevertheless, there was nothing to object to with respect to the subpoena
 2 itself because CLA, as a member and Golshani as a manager, had the complete right to see LeGrand's
 3 file.

4 **D. WARDLEIGH v. SECOND JUDICIAL DIST. COURT.**

5 CLA cited the case of *Wardleigh v. Second Judicial Dist Court*, 891 P.2d. 1180, 111 Nev. 345
 6 (1995) for the assertion that "...a partial disclosure of a privileged communication waives the privilege
 7 for the entire the [sic] subject matter of that communication." See CLA Supplemental Brief at 2:22-
 8 24. However, the CLA Supplemental Brief purposely leaves out key and relevant portions of the
 9 *Wardleigh* decision.

10 In *Wardleigh* two homeowners in a homeowners' association were alleging construction
 11 defects on their homes. The two homeowners invoked the attorney-client privilege as a barrier to
 12 discovery of prior litigation discovery files, association minutes and the taking of the homeowner's
 13 association counsel's deposition. The *Wardleigh* court had to determine whether the homeowners
 14 were clients of the attorney for which the privilege was being claimed. The *Wardleigh* court stated,
 15 "[t]o the extent that the attorney-client relationship involving homeowners is alleged to exist merely
 16 because of their membership in the Association, no such relationship exists." *Id.* (emphasis added).
 17 *Wardleigh* also cited *Upjohn Co. v. United States*, 449 U.S. 383, 389-97, 101 S. Ct. 677, 682-86, 66
 18 L.Ed.2d 584 (1981) stating "[t]hus relevant facts known by a corporate employee of any status in the
 19 corporation would be discoverable even if such facts were related to the corporate attorney as part of
 20 the employee's communication with counsel. The communication itself, however, would remain
 21 privileged. *Id.* at 395-96, 101 S.Ct at 685-86. *Id.* This is precisely the situation that exists in this
 22 case.

23 Bidsal and CLA do not have an attorney-client relationship with LeGrand merely because
 24 LeGrand represented the Company in which Bidsal and CLA held a membership interest. In
 25 *Wardleigh*, the homeowners did not have an attorney-client relationship with the homeowner's
 26 association ("HOA") attorney merely because they were part of the HOA. No attorney-client
 27 relationship existed between the homeowners and the HOA counsel in *Wardleigh* and no attorney-
 28 client relationship existed between the GVC members (in their capacity as members) and LeGrand in

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the present matter. Likewise, the *Wardleigh* court found that the homeowners themselves could not protect (on the basis of privilege) information which the requesting party had an equal right to see as being part of the same organization, but that production does not impact the privilege. Likewise, Bidsal has no right to claim the attorney-client privilege protects Company information (such as LeGrand's file and information about the formation of the Company) from being provided to Golshani, another manager of the Company, or from CLA, another member of the Company; however, such disclosure to the other manager and member of the Company does not waive any privilege between the Company and its attorney, LeGrand. The communications remain privileged from being disclosed outside of the Company.

Wardleigh citing *United States v. Jones*, 696 F.2d 1069, 1072 (4th Cir. 1982) went on to state that "...where a party seeks an advantage in litigation by ***revealing part of a privileged communication***, the party shall be deemed to have waived the entire attorney-client privilege as it relates to the subject matter of that which was partially disclosed. *Id.* (emphasis added). Neither Bidsal nor GVC has revealed any privileged communications between Bidsal and LeGrand in an effort to "seek an advantage in litigation." This should be quite obvious since GVC isn't a party to this arbitration or to any other proceeding identified by CLA. GVC isn't a party to Mission Square, GVC wasn't a party to the First Arbitration and GVC isn't a party to this Arbitration and therefore cannot be construed to have waived an attorney-client privilege. While CLA and/or Golshani could have added GVC as a party to these matters, they did not and neither did Bidsal. Additionally, Golshani and CLA subpoenaed and noticed the deposition of LeGrand in the Mission Square matter, not Bidsal. Clearly Bidsal was not the individual who sought LeGrand's testimony and/or documents and thus was not seeking an advantage by ***revealing privileged communications***, as he was never seeking the communications in the first place. Golshani and CLA sought the communications in Mission Square to use as a sword against Bidsal, ignoring GVC's interests entirely and now want to use that same sword as a shield against Bidsal's concern about the members of GVC usurping GVC's interest in its attorney-client privilege.

In the present matter, *Wardleigh* is inapplicable because GVC never participated in any of the prior litigation for which its privilege may have been jeopardized by CLA and Golshani. CLA and

Golshani had the right to all information about the Company, and LeGrand producing his file to another manager and member of the Company does not waive any privilege. Only when CLA attempted to cause LeGrand to disclose attorney-client privileged information through LeGrand's testimony in this arbitration, did Bidsal's counsel remind LeGrand of his duty to protect attorney-client privileged information and remind LeGrand of a potential conflict of interest in LeGrand's representation of GVC and Golshani/CLA individually.

E. CLA'S REFERENCED DOCUMENTS.

CLA referenced several documents purportedly to support its assertion that Bidsal waived GVC's attorney-client privilege with respect to LeGrand. Each of the documents referenced is addressed below:

1. Exhibit A – Notice of Deposition of LeGrand and Subpoena Duces Tecum.

As previously noted, this Notice & Subpoena were issued by Golshani and CLA in the Mission Square litigation. Further, it was entirely appropriate for CLA to obtain documents from LeGrand as the privilege does not prevent Golshani, as a manager, or CLA, as a member, from obtaining LeGrand's records, including those that are privileged. However, the privilege does prevent CLA, Golshani or LeGrand from disclosing any such privileged communications (obtained from LeGrand) to any third party, such as the Arbitrator.

GVC is not a party, nor a witness, to the Mission Square Litigation. GVC received no notice of this Notice & Subpoena. Bidsal, knowing the requested documents, if in existence, would go to CLA (a member of GVC) and Golshani (a manager of GVC), found no reason to remind LeGrand (a seasoned attorney) of the responsibilities of his attorney-client relationship to GVC, given that any documents produced were going to be given to parties authorized to have them and the production does not waive any privilege. Nothing about this subpoena or the production in response thereto to Company representative, results in any waiver of the attorney-client privilege. *Upjohn Co. v. United States*, 449 U.S. 383 at 389-97.

2. Exhibit B – Golshani/CLA's Second Supplemental Disclosures in Mission Square.

At the risk of pointing out the obvious, Golshani and CLA's second supplemental disclosures were revealed by Golshani and CLA, not Bidsal. Thus, any attorney-client privileged

documents that were disclosed in this exhibit were as a result of Golshani's and/or CLA's actions and were not disclosed by Bidsal to use as a sword in the Mission Square litigation; once again, litigation to which GVC was neither a party nor a witness. Neither GVC nor counsel for GVC, received notice of these disclosures and once again these disclosures only went to parties authorized to receive the documents, Bidsal, Golshani and CLA. The disclosure of the Company's privileged communications to other Company representatives does not result in a waiver of the privilege. *Upjohn Co. v. United States*, 449 U.S. 383 at 389-97.

3. Exhibit C – LeGrand Deposition Transcript – Mission Square.

On March 20, 2018, pursuant to the Notice & Subpoena issued by CLA and Golshani, CLA and Golshani called LeGrand to provide deposition testimony in the Mission Square litigation, litigation to which GVC is neither a party nor a witness. GVC was neither present at the deposition, nor did it have counsel representing it at the deposition.

In this transcript LeGrand stated, "[i]n our first conversation, it was that I was going to represent the company, and Shawn [Bidsal], to my understanding, at the beginning was the majority owner." See CLA Brief Ex. C at 23:6-8. LeGrand clarified later in the deposition, "I believe I was engaged to represent Green Valley Commerce." *Id.* at 26:9-10. From the very outset, according to LeGrand, he only represented GVC. While the transcript does discuss communications between LeGrand and the members of the Company in reference to the formation of GVC and completing the Operating Agreement, it does not ever reference or discuss any communications between Bidsal and LeGrand regarding the meaning of any specific language of the Operating Agreement or regarding what Bidsal's intent was in relation to any specific language. Additionally, at the point that counsel for CLA and Golshani brought up a potential conflict of interest, CLA Brief Ex. C at 72:3, LeGrand immediately recognized the conflict and stated, "[w]ell, I had originally represented Green Valley which had Ben [Golshani] as the majority capital source and Shawn [Bidsal] as his partner. And as I evaluated this situation, it began to appear that this was going to be adversarial. So I'm not sure I have an actual conflict in this context, but -- and I haven't represented Green Valley for years, haven't done any work with Mr. Bidsal for couple of years now that -- I think it's a couple of years. And I just felt that I should not try to take sides, one partner against another... I just decided the better part of

discretion is to not further engage.” *See* CLA Brief Ex. C at 73:11-24. Despite the fact, that LeGrand, as counsel for GVC, identified a conflict-of-interest in testifying on behalf of Golshani, counsel for CLA and Golshani persisted in questioning LeGrand, ignoring the fact that LeGrand had asserted the privilege and conflict on behalf of the Company. Indeed, Mr. James Shapiro (“Shapiro”), counsel for Bidsal, did object to this line of questioning. Counsel for CLA and Golshani asked “Okay. And in your estimation this was the correct interpretation of that provision: am I right?” Shapiro stated, “I’m going to object to the question.” *See* CLA Brief Ex. C at 75:10-15. To compound matters, at the time of this deposition LeGrand admitted that he was counsel for CLA and Golshani in this same matter. Shapiro asked, “Are you still representing CLA Properties?” LeGrand responded, “Yeah.” *See* CLA Brief Ex. C at 94:2-3. This response clearly highlights the conflict of interest that existed not only at this deposition, but presently. In fact, LeGrand admitted that he was hired and paid by CLA in the summer of 2017.

Shapiro: When was the last time you represented CLA Properties?

LeGrand: When I was going over and reviewing and sending Ben the summary. That was the last.

Shapiro: So late July, early August?

LeGrand: Yeah.

Shapiro: Okay. Did you get paid for that work?

LeGrand: I think so.

See CLA Brief Ex. C at 94:4-11.

Additionally, LeGrand admitted that he represented Golshani, as well as CLA.

Shapiro: Did Ben ask you to represent him at any point in July or August of 2017?

LeGrand: I’ve been representing Ben on various matters for three or four years, maybe more. I’m not sure.

Shapiro: So it wasn’t even a discussion that came up?

LeGrand: Yeah. It was just continuing course of conduct.

See CLA Brief Ex. C at 135:20-25 – 136:1. LeGrand represented CLA and Golshani in the GVC matter without ever informing Bidsal of the conflict of interest.

1 **Shapiro:** Did you ever call Shawn and let him know that Ben was
talking to you about his issue?

2 **LeGrand:** No.

3 **Shapiro:** Why not?

4 **LeGrand:** Never occurred to me.

5 ...

6 **Shapiro:** All right, now, going back to DL 358, the reason that you
helped Ben draft this was because you were representing
Ben in a number of different items at that point?

7 **LeGrand:** Off and on over the last few years, yes.

8
9 *See* CLA Brief Ex. C at 136:18-22 & 137:21-25.

10 These exchanges highlight the conflict of interest that was identified by LeGrand earlier in the
11 deposition, a deposition called by CLA and Golshani. These excerpts also highlight the fact that
12 neither Bidsal, nor GVC waived the conflict of interest. Both the conflict issue identified by LeGrand
13 himself and Bidsal's objections to the line of questioning regarding LeGrand's interpretation of the
14 GVC Operating Agreement were ignored by CLA and now, despite these identified issues, CLA wants
15 to pretend that this is the first time these issues were raised, ignore GVC's rights, and use the privileged
16 information it requested as a member of the Company, as a sword against Bidsal. Simply put, this
17 deposition transcript not only proves that Bidsal did not waive GVC's attorney-client privilege with
18 LeGrand but indicates with little doubt that LeGrand has a conflict of interest in his representation of
19 both CLA and Golshani that was never waived by Bidsal or GVC.

20 **4. Exhibit E – May 9, 2018 First Arbitration Transcript, Page 296.**

21 The First Arbitration was brought by CLA as claimant against Bidsal. GVC was neither
22 a party to, nor a witness in, the First Arbitration. Regardless, page 296 of the transcript contains no
23 waiver by GVC of an attorney-client privilege, permitting for LeGrand to testify in this matter. While
24 there is language in the record that LeGrand states "And I don't recall any objection from Shawn to
25 this approach." This language is not in reference to the attorney-client privilege or a waiver of conflict
26 of interest. To put the line into context the pertinent parts of the exchange are included below:

27 ///

28 ///

Lewin: And this was the last – was the is the last time that you edited this – this Green Valley agreement?

LeGrand: I don't know.

Lewin: And the language in the -- the language in this – in this – on this – on this about the specific intent, if you would take a look at that language on specific intent, in that section.?

LeGrand: Yes.

Lewin: And does that – does that language reflect your – your then understanding of what the intent of this provision was?

LeGrand: Yes.

...

Lewin: And that's why you kept that language in there; right

LeGrand: Well, let me say – I want to try to be expressly clear about this. Ben and Shawn tended to deal at the strategic levels more than tactical. And getting focus on tactical, it was – I have clients that we go line by line through documents. And I have other clients that kind of just go for the highlights. So when you say "their intent," yes, in general. I was trying to create that which the two of them were agreeing to in the direction that I was being given at the time. ***And I don't recall any objection from Shawn to this approach.*** Ben was pushing for this approach.

See CLA Brief Ex. E at 295:10-25 - 296: 1-20. (emphasis added).

To be clear the lack of objection had virtually nothing to do with attorney-client privilege and/or waiver of a conflict of interest. GVC was not present at the First Arbitration to object. While Bidsal was present, he was present only in his personal capacity. Likewise, the testimony above was not related to the meaning of any final version of the GVC Operating Agreement, but was instead related to the process of arriving at the final version of the Operating Agreement. **Again, the transcript does not include any testimony by LeGrand about his communications (alleged) with Bidsal discussing the meaning of any language of the Operating Agreement. It simply discusses what LeGrand intended with the language, which is completely irrelevant if he did not discuss the meaning with Bidsal.**

5. Exhibit F – Final Award in First Arbitration.

In Exhibit F to the CLA Brief, at page 2, the arbitrator stated, "Mr. Bidsal has been represented by Smith & Shapiro, PLLC and James E. Shapiro, of that firm...". The arbitrator does

not indicate that GVC was represented in the First Arbitration, as it was neither a party, nor was it represented. Additionally, the First Arbitration found that "...LeGrand testified that he had performed legal work for Mr. Golshani for a number of years, including during August 2017..." The findings of the First Arbitration go to show that LeGrand represented Golshani, in August 2017 at the height of the dispute between the two members, thus clearly indicating a conflict of interest for which no written waiver exists from either Bidsal and/or GVC. The Final Award in the First Arbitration includes no language indicating that Golshani, acting alone, could waive an attorney-client privilege belonging to GVC, and there is nothing from the First Arbitration indicating that Bidsal waived any privilege belonging to GVC or the clear conflict of interest between LeGrand, GVC and Golshani.

A careful examination of the identified exhibits shows no waiver of any attorney-client privilege and no waiver of the absolute conflict in having the Company attorney also represent one of the members against the other. However, these documents do clearly establish that LeGrand created a conflict of interest for himself when he voluntarily represented Golshani and CLA in matters adverse to Bidsal, related to GVC. A conflict that required a written waiver from Bidsal. CLA has presented no such conflict waiver.

III.

STATEMENT OF AUTHORITIES

A. ISSUE NUMBER 1 – ATTORNEY-CLIENT PRIVILEGE.

1. The Company Holds the Privilege.

CLA has provided no authority contradicting what is clearly established through the Bidsal Brief (citing to NRS 49.045 and 49.095) – that GVC is the holder of the attorney-client privilege at issue and that this privilege can only be waived by the managers of the Company, meaning Golshani and Bidsal acting unanimously. *See* Joint Trial Exhibit 5 at Article IV. Bidsal has never agreed to any waiver of the Company's attorney-client privilege, and Golshani cannot waive it acting alone.

2. Burden of Proof

In a statement unsupported by any legal authority, the CLA Supplemental Brief stated, "Mr. Bidsal bears the burden of demonstrating that the communications CLA seeks to question Mr.

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1 LeGrand about are privileged and, further, that the privilege has not be waived.” See CLA
 2 Supplemental Brief at 4:12-14. This assertion is false.

3 According to *Canarelli v. Eighth Judicial Dist. Court of State*, 464 P.3d 14 (Nev. 2020) the
 4 Nevada Supreme Court *citing Ralls v. United States*, 52 F.3d 23, 225 (9th Cir. 1995) states, “[t]he party
 5 asserting the privilege has the burden to prove that the material is in fact privileged.” Bidsal has
 6 already established that any communications (which Bidsal does not believe exist) between himself,
 7 as a representative of the Company, and LeGrand, as the Company’s attorney, about the meaning of
 8 the language to be used in the Operating Agreement, would be privileged as a matter of law under
 9 NRS 49.095. The communications, if they occurred, were not intended to be disclosed to any third
 10 party and were in furtherance of the rendition of legal services to the Company, and thus the
 11 communications are confidential under NRS 49.055. The communications, if they exist, were between
 12 the Company attorney and the Company representative, as defined in NRS 49.045 and 49.075. Thus,
 13 the communications were privileged and there has been no authority to the contrary. Bidsal has also
 14 stated in his declaration that at no time has he ever consented to waive the Company’s attorney-client
 15 privilege, and as a co-equal manager his consent would be necessary for any such waiver. Thus, Bidsal
 16 has satisfied any requirements to assert the privilege. The privilege is not waived by disclosure of the
 17 privileged information to another Company representative, such as Golshani or CLA. Thus, the
 18 burden to establish a waiver in the absence of Bidsal having consented to such, now shifts to CLA.

19 In the past, LeGrand may have offered his own opinions about what he considers the meaning
 20 of the GVC Operating Agreement to be, but unless such opinions were shared by Bidsal prior to Bidsal
 21 executing the Operating Agreement, they are completely irrelevant. The CLA Supplemental Brief
 22 suggested that this is the true purpose for CLA asking to use LeGrand as a witness. CLA wants
 23 LeGrand to testify about what LeGrand thinks the Operating Agreement language means, as if this has
 24 any relevance at all. LeGrand is not a party to the Operating Agreement and his opinions mean nothing
 25 unless they were shared with Bidsal and Bidsal agreed with his opinions. There is no evidence any
 26 such conversations ever occurred between LeGrand and Bidsal. Nevertheless, even if such
 27 conversations had occurred, not only would they be privileged but the Rules of Professional Conduct
 28 clearly create a conflict for LeGrand and prevent him from taking the side of one member against

1 another member, when LeGrand represented in the Operating Agreement that he only represented the
 2 Company. Requiring LeGrand to testify under such conditions would jeopardize his license to practice
 3 law and subject him to a malpractice claim.

4 IV.

5 CONCLUSION

6 CLA is once again making arguments that are directly contrary to the express language of the
 7 GVC Operating Agreement. **The Operating Agreement expressly states that LeGrand only**
 8 **represented GVC and expressly states that he was not representing the Members of GVC.** CLA
 9 argues exactly the opposite, that LeGrand represented CLA and Bidsal. **The Operating Agreement**
 10 **expressly states that LeGrand never made any representations to the members about the**
 11 **meaning of the Operating Agreement language or its consequences and that the members were**
 12 **told to hire their own counsel to advise them about the meaning of the language.** CLA argues
 13 exactly the opposite, that LeGrand discussed with the members the meaning of the Operating
 14 Agreement language. Yet, CLA has never identified a single conversation that occurred between
 15 LeGrand and Bidsal prior to execution of the Operating Agreement where the language of the
 16 Agreement was discussed. In the absence of any such conversation, LeGrand's testimony about the
 17 meaning of the Operating Agreement and intent of the parties is irrelevant and in violation of NRS
 18 50.025 as LeGrand would have no personal knowledge of what Bidsal intended or of what Bidsal
 19 believed the language meant.

20 CLA is either purposefully or ignorantly confusing Bidsal, as an individual member, with
 21 Bidsal as manager of GVC. Bidsal, the manager of GVC, is not a party to the Present Arbitration.
 22 Likewise, Bidsal, the manager of GVC, was not and is not a party to the Mission Square Litigation or
 23 the First Arbitration. While Bidsal acknowledges that Golshani and Bidsal are GVC's managers and
 24 they collectively have the authority to waive the attorney-client privilege to permit LeGrand to testify,
 25 the simple fact of the matter is that they have not done so, and Bidsal will never consent to such a
 26 waiver. Just because GVC *could* waive the attorney-client privilege and/or could provide informed
 27 and written consent allowing for LeGrand to represent CLA and/or Golshani does not mean that it did
 28 so. There is no evidence that the two managers have both consented to waiving any privilege. There

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is no evidence that LeGrand has ever disclosed to any third party the contents of any privileged communications between himself and Bidsal regarding the meaning of the Operating Agreement language that resulted in a waiver of the privilege for these communications. There is certainly no written consent from Bidsal or GVC permitting LeGrand to avoid the conflict created by his representation of CLA and/or Golshani *against Bidsal*. The documents referenced by CLA as “proof” that Bidsal waived the attorney-client privilege are really nothing more than documents that were disclosed by the Company attorney to a Company manager and member, which does not waive the Company’s privilege.

DATED this 23rd day of July, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro
 James E. Shapiro, Esq.
 Aimee M. Cannon, Esq.
 2520 St. Rose Parkway, Suite 220
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 Attorneys for Claimant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 23rd day of July, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL’S SUPPLEMENTAL BRIEF REGARDING THE TESTIMONY OF DAVID LEGRAND, ESQ.** by electronic service through the JAMS Electronic Filing 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
Rob Bare, Esq.	<u>RobBare32@gmail.com</u>	Attorney for CLA

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

EXHIBIT 253

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Arbitrator

JAMS

BIDSAL, SHAWN,)	Ref. No. 1260005736
)	
Claimant,)	
)	ORDER REGARDING TESTIMONY OF
v.)	DAVID LEGRAND
)	
CLA PROPERTIES, LLC,)	
)	
Respondents.)	
)	

On March 17, 2021, the Arbitration Hearing commenced in this matter and continued through March 19, 2021. The Hearing resumed on April 26 and 27, 2021.

On April 26, 2021, Respondent called attorney David LeGrand to testify during Respondent's case-in-chief. Prior to his testimony, counsel for Claimant Shawn Bidsal objected on the record, indicating that LeGrand was counsel for Green Valley Commerce (GVC), of which the two parties herein were each 50% owners or members at all relevant periods. Claimant objected to any testimony from LeGrand regarding any communications between LeGrand and Claimant (acting in his role as a manager for GVC), citing to the fact that such communications would be privileged. Claimant also noted that LeGrand had a conflict of interest in testifying in favor of one manager over another when he has a legal duty to both as counsel for GVC. The

foregoing objections were made in LeGrand's presence.¹ Thereafter, argument ensued outside LeGrand's presence. When LeGrand returned to the Hearing, he indicated that he was no longer comfortable testifying at the Hearing until he had the opportunity to discuss his potential testimony with independent counsel and/or State Bar counsel.

On April 27, 2021, Respondent stated its intention to recall LeGrand to testify, but asked that the Arbitrator resolve issues regarding attorney-client privilege and conflict of interest prior to LeGrand testifying. The parties agreed to brief certain issues, including:

1. Whether any existing attorney-client privilege belonging to GVC (or Bidsal, in his position as a manager and member) has been waived either in prior proceedings between the parties or in this proceeding;
 - a. Whether Respondent CLA Properties (or its principal, Benjamin Golshani) could waive the privilege for GVC;
2. Whether any potential conflict of interest of LeGrand has been waived by Claimant;
3. Whether the Arbitrator could compel LeGrand to testify if he chose not to testify given a potential conflict of interest.

Pursuant to a briefing schedule set by the Arbitrator, Respondent filed a timely brief on May 21, 2021 and Claimant filed a timely brief on June 11, 2021. A hearing by videoconference was conducted on June 25, 2021. Participating were the Arbitrator, David T. Wall, Claimant Shawn Bidsal with counsel James E. Shapiro Esq., and Douglas D. Gerrard, Esq., and Respondent representative Benjamin Golshani with counsel Louis E. Garfinkel, Esq., Rodney T. Lewin, Esq. and Rob Bare, Esq.² During this hearing, Respondent sought to address specific instances of

¹ With the consent of the parties and the Arbitrator, LeGrand was one of the witnesses who testified at the Hearing remotely, via the Zoom videoconference platform.

² Retired Judge Bare associated as additional counsel of record for Respondent in this matter on or about May 21, 2021. After oral disclosures were made regarding Judge Bare by the Arbitrator, the Claimant, after being offered the

potential waiver of the attorney-client privilege set forth in certain documents attached as exhibits. These specific instances were not set forth with any particularity in the briefing. Claimant requested that Respondent identify these instances in supplemental briefing, so as to afford Claimant the opportunity to cogently address them. The matter was continued by the Arbitrator for further briefing. Respondent filed a timely supplemental brief on July 9, 2021 and Claimant filed a timely supplemental brief on July 23, 2021.

The parties reconvened for a hearing by videoconference on August 5, 2021. Participating again were the Arbitrator, David T. Wall, Claimant Shawn Bidsal with counsel James E. Shapiro Esq., and Douglas D. Gerrard, Esq., and Respondent representative Benjamin Golshani with counsel Louis E. Garfinkel, Esq., Rodney T. Lewin, Esq. and Rob Bare, Esq.

Attorney-Client Privilege

LeGrand was counsel for GVC during the period in 2011 when the entity was formed, and he drafted the Operating Agreement (OA) that is at issue in this matter. At all material times herein, GVC was made up of two equal members (Bidsal and CLA Properties). In this circumstance, the attorney-client privilege is held by GVC, and it can only be waived by management. See, Las Vegas Sands Corp. v. Eighth Judicial District Court, 130 Nev. 643, 651, 331 P.3d 905 (2014). Given the ownership structure of GVC, counsel for Respondent at the hearing conceded that the privilege could only be waived by both Claimant and Respondent, collectively. Under NRS 49.095, the privilege applies to any communication between Bidsal (in his role as a manager and member of GVC) and LeGrand. The privilege would not prevent LeGrand from disclosing these communications to Golshani (as the sole representative of CLA,

opportunity to discuss the matter with counsel, waived any conflict and waived any right to have the Arbitrator file a formal Disclosure form as to new counsel.

acting in its role as a manager and member of GVC), but would prevent disclosure to any third party.

Claimant contends that he has never waived the attorney-client privilege as it pertains to conversations between Claimant (in his role as a manager and member of GVC) and LeGrand. He states that he recalls no conversations with LeGrand during the relevant time periods regarding his intent with respect to the relevant portions of the GVC Operating Agreement. Even if such conversations existed, Claimant's position is that he has not waived the privileged nature of those conversations such that LeGrand could testify about them at the Hearing.

Respondent contends that Claimant, in prior proceedings between the parties and during the pendency of the instant proceedings, waived any applicable privilege. Further, Respondent alleges that pursuant to Wardleigh v. Second Judicial District Court, 111 Nev. 345, 891 P.2d 1180 (1995), an "at-issue" waiver of the attorney-client privilege has occurred based upon positions Claimant has taken in the instant litigation.

Respondent includes the deposition of LeGrand in prior litigation between the parties over a similar Operating Agreement (the "Mission Square" litigation). There, pursuant to a deposition subpoena *duces tecum*, LeGrand (without objection from Bidsal) was asked to produce his entire file of his representation of these parties. This action does not implicate a waiver of the attorney-client privilege, as LeGrand's file in representing GVC would be available to Respondent as a manager and member of GVC. LeGrand subsequently testified in a deposition, which was used in a prior Arbitration Hearing in this matter before Hon. Stephen E. Habersfeld, Ret. In this deposition testimony, LeGrand testified that he had no specific recollection of conversations with either Bidsal or Golshani during the preparation of the Operating Agreement in 2011, and that he could only draw inferences from the drafts of the Operating Agreement he'd written. LeGrand's

testimony did not include the disclosure of any attorney-client protected communications from Bidsal in his role as manager and member of GVC. Further, the disclosure of LeGrand's file on GVC also did not reveal any attorney-client protected communication from Bidsal in his role with GVC. As such, it is the determination of the Arbitrator that LeGrand's participation in the prior litigation (both in the Mission Square case and in the prior Arbitration before Judge Haberfeld), did not include the disclosure of any attorney-client protected communications with Bidsal, and as such cannot support a conclusion that Bidsal effectively waived the attorney-client privilege as to those communications.

Respondent also directs the Arbitrator's attention to Wardleigh, *supra*, as support for a contention that Bidsal has effectively waived the privilege in these proceedings. Wardleigh describes an implied waiver of the attorney-client privilege under certain circumstances in litigation based on positions taken by the holder of the privilege. In Wardleigh, the Nevada Supreme Court described this implied waiver in pertinent part as follows:

In other words, where a party seeks an advantage in litigation by revealing part of a privileged communication, the party shall be deemed to have waived the entire attorney-client privilege as it relates to the subject matter of that which was partially disclosed. United States v. Jones, 696 F.2d 1069, 1072 (4th Cir. 1982).

...

Therefore, at-issue waiver occurs when the holder of the privilege pleads a claim or defense in such a way that eventually he or she will be forced to draw upon the privileged communication at trial in order to prevail, and such a waiver does not violate the policies underlying the privilege. Developments in the Law – Privileged Communications, 98 Harv.L.Rev. 1450, 1637 (1985). Generally,

[p]lacing-at-issue waiver can be justified as an application of the “anticipatory waiver” principle: an allegation, like a pre-trial disclosure, merely anticipates a waiver that will occur at trial. When the party asserting the privilege bears the burden of proof on an issue and can meet that burden only by introducing evidence of a privileged nature, waiver is clearly warranted ... [b]ut when the burden of proof does not lie with the party asserting the privilege, waiver is warranted only once a party indicates an intention of relying upon privileged evidence during trial. This analysis provides a simple rule of thumb for determining whether an allegation creates unfairness that calls for waiver.

Developments in the Law – Privileged Communications, 98 Harv.L.Rev. 1450, 1639 (1985).

Wardleigh, 111 Nev. at 354, 355.

Here, Respondent claims that by placing the interpretation of the Operating Agreement provisions at issue, Claimant has thereby waived any privilege with respect to this communication with LeGrand on this issue. After citing to Wardleigh, Respondent states as follows:

Mr. Bidsal, by offering a contrary interpretation to Exhibit B’s waterfall distribution, has put communications with GVC (through Mr. LeGrand) **at issue**.

...

In other words, this dispute is all about GVC and concerns GVC’s members and managers. Although Mr. Bidsal is asserting that his interpretation of the waterfall distribution under Article V and Exhibit B is the correct one – this putting his interpretation **at issue** – he is refusing to permit Mr. LeGrand to testify regarding this issue. Nevada law, however, finds a waiver under such circumstances because it is manifestly unfair to CLA for Mr. Bidsal to assert a contrary interpretation of the GVC Operating Agreement and then use his authority, as GVC’s co-manager, to block Mr. LeGrand from testifying regarding the same.

CLA Properties, LLC’s Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq., May 21, 2021, p.11, 12 (emphasis supplied).

Respondent’s contention that by placing the interpretation of the Operating Agreement provisions “at issue,” Claimant has impliedly waived the attorney-client privilege under Wardleigh, is fundamentally incorrect. Claimant has not revealed a portion of a privileged communication, and has not pled a claim or defense requiring the introduction of privileged material in order to prevail. The prerequisites for an at-issue waiver, as described in Wardleigh, are not present in the instant matter. As the Wardleigh Court stated, merely placing the interpretation of a contractual provision at issue does not constitute a waiver of the privilege:

Fairness should not simply dictate that because pleadings raise issues implicating a privileged communication, the privilege regarding those issues is waived. Rather, fairness should dictate that where litigants raise issues that will compel the litigants to necessarily rely upon privileged information at trial to defend those issues, the privilege as it relates only to those issues should be waived.

Id. at 356.

As set forth above, it is the determination of the Arbitrator that Claimants have not acted in this litigation to trigger an at-issue waiver of the attorney-client privilege under Wardleigh. As set forth above, it is also the determination of the Arbitrator that Respondent has failed to sufficiently establish any waiver of the attorney-client privilege by Claimant as it relates to his communications with LeGrand. It is important to once again note LeGrand's prior sworn testimony indicating that he did not recall the substance of specific communications with Bidsal during the relevant time periods.

Conflict of Interest

Prior to LeGrand's testimony, Claimant raised an issue of LeGrand's potential conflict of interest in testifying in favor of one manager over another.

The Operating Agreement for GVC states as follows:

This Agreement has been prepared by David G. LeGrand (the "Law Firm"), as legal counsel to the Company, and ... [t]he 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.

GVC Operating Agreement, Exhibit 5.

Notably, the OA also states that LeGrand "has not given any advice or made any representations to the Members with respect to any consequences" of the OA. Evidence has been presented by Claimants that LeGrand may have represented Respondent CLA (and or CLA representative Golshani) individually at points in time relevant to these proceedings. In briefing on this issue, Claimant has raised potential violations of Nevada's Rules of Professional Conduct by LeGrand, if in fact he represented the individual interest of one member of GVC against the interests of another member of GVC.


It is not within the authority of the Arbitrator to determine whether LeGrand has violated any ethical rule in this matter. At the request (or acquiescence) of Respondent, one of the topics to be briefed for this ruling was whether any waiver of a conflict of interest has taken place. No evidence has been presented establishing a waiver of any potential conflict of interest for LeGrand.

Additionally, given LeGrand's stated concern regarding testifying at the Arbitration Hearing after Claimant stated his position on LeGrand's conflict of interest, the Arbitrator directed the parties to brief whether the Arbitrator could compel LeGrand to testify in spite of LeGrand's concerns. No such authority has been presented, and as such it is the determination of the Arbitrator that LeGrand cannot be compelled to testify if he harbors concerns that his testimony would potentially run afoul of Nevada's Rules of Professional Conduct.

Arbitration Hearing

During a Status Teleconference on August 10, 2021, the parties agreed that the Arbitration Hearing in this matter will be resumed on September 29 and 30, 2021, by Zoom videoconference. It has been agreed that any additional testimony will take place on September 29 and closing arguments will take place on September 30. Respondents have indicated that the only potential witnesses will be Claimant Bidsal, Respondent representative Golshani and Mr. LeGrand (to provide testimony consistent with the instant Order). Both remaining sessions shall begin at 9:00 a.m.

Dated: September 10, 2021



Hon. David T. Wall (Ret.)
Arbitrator

EXHIBIT 254

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JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

CLAIMANT SHAWN BIDSAL'S
APPLICATION FOR AWARD OF ATTORNEY FEES AND COSTS

COMES NOW Claimant SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GERRARD COX LARSEN, and hereby files his Application for Award of Attorneys' Fees (the "Application"). This Application is made and based upon the pleadings and papers on file herein, the attached Memorandum of Points and Authorities, the attached declarations and exhibits, and any oral argument your Honor may wish to entertain in the premises.

Dated this 11th day November, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

James E. Shapiro, Esq.

Nevada Bar No. 7907

Aimee M. Cannon, Esq.

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Attorneys for Claimant

MEMORANDUM OF POINTS AND AUTHORITIES

I.

PREFATORY STATEMENT

On or about October 20, 2021, the Arbitrator entered an Interim Award. Pursuant to the Interim Award, Bidsal was declared to be the prevailing party. Consequently, as prevailing party, Bidsal now submits the following Application, seeking to recover attorney's fees in the amount of \$446,875.00 and costs in the amount of \$155,502.88, plus the attorneys' fees and costs incurred in reviewing any opposition to the Application, preparing a reply thereto, and participating in any hearings regarding the same. As the Arbitrator is well acquainted with the facts of this case, Bidsal shall limit his recitation of facts to those only relevant to the present Application.

II.

PROCEDURAL HISTORY

A. THE FIRST ARBITRATION.

On September 26, 2017, CLA Properties, LLC ("CLA") filed JAMS Arbitration No. 1260004569 (the "First Arbitration"). In the First Arbitration, CLA, as claimant, asked the arbitrator for determination of the fair market value (FMV) and which member had the right to buy the other member's share of Green Valley Commerce, LLC ("GVC").

On or about April 5, 2019, a final award was issued in the First Arbitration in favor of CLA (the "Final Award"). The arbitrator in the First Arbitration determined that, when calculating the purchase price, the FMV would be \$5,000,000.00, but did not set a price for the purchase of Bidsal's membership interest in GVC. Instead, the arbitrator set the sale to commence within "...ten (10) days of the issuance of this Final Award..." and at "**a price computed in accordance with the contractual formula** set forth in Section 4.2 of the Green Valley Operating Agreement, with the 'FMV' portion of the formula fixed as Five Million Dollars and No Cents (\$5,000,000.00)..."

On or about May 21, 2019, CLA filed a Petition for Confirmation of Arbitration Award and Entry of Judgment with the Eighth Judicial District Court, Clark County, Nevada. On or about July 15, 2019, Bidsal filed a countermotion to vacate the final award in the First Arbitration in Eighth Judicial District Court. Bidsal's Countermotion to Vacate the final award in the First Arbitration

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1 was denied on December 6, 2019. On January 9, 2020, Bidsal filed a Notice of Appeal of the denial
 2 of the Motion to Vacate the final award in the First Arbitration (the “Appeal”). The Appeal remains
 3 pending.

4 To be clear, the forgoing is included in the present Application simply to give context.
 5 Claimant is not seeking to recover any attorney’s fees or costs incurred as a result of the First
 6 Arbitration or the resulting Appeal.

7 **B. THE SECOND ARBITRATION.**

8 **1. CLA’s Changing Pleadings.**

9 On February 7, 2020, while the Appeal was pending, Bidsal filed the instant Demand
 10 for Arbitration to ascertain the purchase price for Bidsal’s interest in GVC (the “Second
 11 Arbitration”) as CLA refused to disclose to Bidsal what it intended to pay to purchase his interest.
 12 On or about March 4, 2020, Respondence CLA filed its Answer and Counterclaim, wherein CLA
 13 sought to enforce a very one-sided interpretation of the GVC formula at issue, as well as sought to
 14 claw back distributions that had been previously made to Bidsal in an attempt to reduce the amount
 15 it would need to pay Bidsal to purchase his interest in GVC. CLA also asserted claims against
 16 Bidsal for breach of fiduciary duty and mismanagement of the properties at issue. Finally, in its
 17 Counterclaim, CLA asked the Arbitrator to find that Bidsal was not entitled to any distributions
 18 after the date that CLA contended the sale should have taken place, and that Bidsal was likewise
 19 not entitled to be compensated for his services in managing the property after the date that the sale
 20 should have taken place. Thus, by its Counterclaim, CLA placed Bidsal’s management of the
 21 properties, as well as his compensation for management of the properties, at issue in the Arbitration.

22 CLA filed its First Amended Answer and Counterclaim on or about June 2, 2020, its Second
 23 Amended Answer and Counterclaim on or about July 31, 2020, its Third Amended Answer and
 24 Counterclaim on or about November 2, 2020, and its Fourth Amended Answer and Counterclaim
 25 on or about January 19, 2021. In its Fourth Amended Answer and Counterclaim, CLA asserted that
 26 the sale of Bidsal’s interest in GVC should have closed by September 2, 2017, and therefore, Bidsal
 27 is not entitled to any distributions after September 2, 2017, but at the same time, Bidsal was not
 28 entitled to be compensated for managing the properties after September 2, 2017. CLA also sought

1 to reduce the purchase price owed by CLA to Bidsal through a very one-sided interpretation of the
 2 GVC formula at issue, and attempted to claim as many offsets to that purchase price as they could
 3 conceivably create. While CLA ultimately dropped its breach of fiduciary duty and
 4 mismanagement claims, the reality is that these were issues that were in play for a significant
 5 amount of time during the Arbitration, thereby requiring Bidsal to prepare to defend against these
 6 claims (even though the defense was ultimately not needed at the Arbitration).

7 **2. CLA's Numerous Motions.**

8 In addition to CLA's constantly moving goal posts, the Second Arbitration was hotly
 9 contested, as evidenced by the more than thirteen (13) different motions which Bidsal either was
 10 forced to file or respond to, including CLA's Motion to Remove Bidsal as Manager, and the six (6)
 11 days the arbitration took over a 6-month period.

12 **a. CLA's Motion to Remove Bidsal as Manager – The First CLA Motion.**

13 Beginning on May 20, 2020, CLA began its barrage of motion practice
 14 starting with Respondent's Motion to Resolve Member Dispute Re Which Manager Should be Day
 15 to Day Manager and Memorandum of Points and Authorities and Declarations of Benjamin
 16 Golshani and Rodney T. Lewin in Support Thereof (the "Motion to Remove"). Bidsal opposed
 17 CLA's Motion to Remove on June 10, 2020. In the Motion to Remove, CLA asserted that it was
 18 the "inchoate owner" of GVC, an allegation that forced Bidsal to take two contradictory stances:
 19 (1) to argue and prove that he was still an owner of GVC, and (2) to diligently pursue what his
 20 management efforts on behalf of GVC amounted to in the event that CLA's argument that it was
 21 the "inchoate owner" of GVC was sustained by the Arbitrator. These two arguments lead to
 22 significant fees and costs being incurred in order to properly prepare for multiple defenses.

23 The Arbitrator ruled on CLA's Motion to Remove on July 20, 2020, deciding, "...that
 24 Respondent's Motion to Resolve Member Dispute Re: Which Manager Should be Day to Day
 25 Manager is hereby DENIED WITHOUT PREJUDICE."

26 **b. Bidsal's Property Management Expert.**

27 Because CLA asserted, in its Motion to Remove, that CLA was the inchoate
 28 owner of GVC, Bidsal was forced to acknowledge that CLA was likely to bring the same argument

up during the Arbitration hearing. While Bidsal has always asserted that he is a member of GVC until and unless the sale between the members is effectuated, Bidsal had to acknowledge the possibility that the Arbitration could result in a determination that would assess a sale date for his share of GVC that was sometime in the past. Further, given the fact that CLA was also asserting that Bidsal was liable due to an alleged failure to properly maintain the properties, it became clear that Bidsal would need a real estate management expert to refute these allegations/arguments, which is exactly what Bidsal did when he employed the services of Frank Gatski. But for CLA's assertion that it was the inchoate owner of Green Valley, and its initial claims that Bidsal was somehow mismanaging the properties, Bidsal would not have been required to assess the value of his management services and/or hire an expert witness to make such an assessment.

3. CLA's First Motion to Compel – The Second CLA Motion.

On July 16, 2020, CLA continued its barrage of motion filing with CLA Properties, LLC's Motion to Compel Answers to First Set of Interrogatories to Shawn Bidsal (the "First Motion to Compel"). Bidsal was required to respond to the First Motion to Compel and did so, in opposition, on July 24, 2020. In the Arbitrator's August 3, 2020 decision, he granted Bidsal's request for an extension of discovery. The Arbitrator did grant the First Motion to Compel stating, "The Motion to Compel is GRANTED to the extent it requested that Claimant be directed to respond, although Claimant has not opposed that request.¹" The statement of the Arbitrator made it clear that Bidsal never opposed what the First Motion to Compel was seeking, and thus the motion could have been avoided by CLA engaging in a good faith effort to resolve the matter without Arbitrator intervention or motion practice. The Arbitrator did not award fees or costs to any party as a result of CLA's First Motion to Compel.

4. CLA's Second Motion to Compel – The Third CLA Motion.

On October 7, 2020, CLA filed its Motion to Compel Further Responses to First Set of Interrogatories to Shawn Bidsal and for Production of Documents (the "Second Motion to Compel"). In the Second Motion to Compel CLA asked the Arbitrator to hear the Motion to Compel on shortened time and on an emergency basis. The Arbitrator gave Bidsal until October 19, 2020 to file a response. The emergency request required Bidsal's counsel to cease working on other

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1 matters, in order to respond to CLA's Second Motion to Compel. CLA's Second Motion to Compel
 2 requested an order for Bidsal to supplement his responses to Interrogatory Numbers 1-10 and his
 3 response to Request for Production Number 1. The Arbitrator granted the Second Motion to Compel
 4 in part and denied it in part stating, "...the Motion is GRANTED as to Interrogatory 10 and DENIED
 5 in all other respects." This ruling indicated that 10 out of 11 of Bidsal's discovery responses were
 6 compliant. Additionally, in the Second Motion to Compel, Respondent stated "Given the timing of
 7 the upcoming discovery and other deadlines there's no time to further meet and confer with Bidsal."
 8 Respondent admitted that it had elected to avoid meeting or conferring with Bidsal to resolve the
 9 issues, prior to filing the Second Motion to Compel. Had Respondent bothered to meet and confer
 10 with Bidsal regarding the one outstanding discovery matter, the Second Motion to Compel would
 11 never have been necessary. The Arbitrator did not award fees or costs to any party as a result of
 12 CLA's Second Motion to Compel.

13 **5. CLA's Motion to Continue Proceedings – the Fourth CLA Motion.**

14 On November 5, 2020, CLA filed Respondent and Counter-Claimant's Motion to
 15 Continue Proceedings (the "Motion to Continue"). In the Motion to Continue, CLA admitted to
 16 scheduling and then cancelling two depositions mere days prior to the depositions, thus requiring
 17 Bidsal's counsel to prepare for the initially scheduled depositions and for the rescheduled
 18 depositions. Bidsal opposed the Motion to Continue on November 11, 2020. On November 12,
 19 2020, after Bidsal's opposition had been filed, counsel for CLA submitted, what the Arbitrator
 20 described as "...a somewhat unexpected and robust discovery and trial schedule for an unrelated
 21 Ventura County, California, case..." The Arbitrator granted the Motion to Continue stating, "...the
 22 Arbitrator is persuaded that Respondent's counsel's trial commitments necessitate the instant
 23 continuance." Bidsal had no knowledge of this trial commitment prior to the filing of his opposition.
 24 Had Respondent's counsel been forthcoming with their scheduling conflict and conveyed the
 25 dilemma to Claimant's counsel and/or appropriately scheduled the depositions around their trial
 26 schedule, the Motion to Continue would have been unnecessary; saving all parties both time and
 27 money in dual preparation for the depositions and in responding to the Motion to Continue.

28 \\\

1 **6. CLA’s Motion for Leave to File 4th Amended Answer – the Fifth CLA Motion.**

2 On January 19, 2021, CLA filed Respondent and Counter-Claimant’s Motion for
3 Leave to File Fourth Amended Answer and Counterclaim (the “**Motion for Leave to Amend**”).
4 Bidsal opposed the Motion for Leave to Amend on January 29, 2021, as being untimely. The
5 Arbitrator granted CLA’s Motion for Leave to Amend on February 4, 2021. CLA’s Fourth
6 Amended Answer and Counterclaim was filed on February 19, 2021, requiring Bidsal to file an
7 Answer to the Fourth Amended Answer and Counterclaim, which Bidsal did on March 5, 2021.

8 **7. CLA’s Motion to Compel Main Deposition – the Sixth CLA Motion.**

9 On January 26, 2021, CLA filed CLA Properties, LLC’s Emergency Motion for
10 Order Compelling the Completion of the Deposition of Jim Main, CPA (the “**Main Motion to**
11 **Compel**”). On January 27, 2021, the Arbitrator directed that any responsive brief be filed on or
12 before February 2, 2021. Once again, the emergency status asserted by CLA required Bidsal’s
13 counsel to cease working on other matters, in order to respond to CLA’s Main Motion to Compel.
14 Bidsal opposed the Main Motion to Compel on January 29, 2021. On February 4, 2021, the
15 Arbitrator decided, “...the Arbitrator cannot order Main to appear for another deposition.
16 Respondent has cited no authority for the proposition that by voluntarily appearing for a first
17 session, Main has submitted himself to the jurisdiction of the Arbitrator.” Ultimately the Arbitrator
18 denied the Main Motion to Compel.

19 **8. CLA’s Motion for Orders – the Seventh CLA Motion**

20 On February 5, 2021, CLA filed CLA Properties, LLC’s Motion for Orders (1)
21 Compelling Claimant to Restore/Add CLA to All Green Valley Bank Accounts, (2) Provide CLA
22 With Keys to All of Green Valley Properties; and (3) Prohibiting Distributions to the Members
23 Until the Sale of the Membership Interest In Issue in this Arbitration is Consumated [sic] and the
24 Membership Interest is Conveyed (the “**Motion for Orders**”). Bidsal opposed the Motion for
25 Orders on February 5, 2021, which actually requested orders from the Arbitrator on **eight** separate
26 matters.

27 On February 22, 2021, the Arbitrator issued a decision on CLA’s Motion for Orders. As to
28 CLA’s request for an order for production of all documents regarding to a bank transfer to Bank of

1 America from CIT, the Arbitrator stated, “This request appears to now be deemed MOOT. Based
2 on the information provided herein, no evidence establishes that Respondent has been denied any
3 right to inspect the books and records of GV...”

4 As to CLA’s request for an order for Golshani to be added as a signatory on all of the GVC
5 bank accounts, the Arbitrator stated, “From the documents provided with Claimant’s Opposition to
6 the instant Motion, it appears that this has already occurred on or about February 19, 2021, and as
7 such this request is deemed MOOT.”

8 As to CLA’s request for an order that CLA be provided online access to GVC’s bank
9 accounts, the Arbitrator stated, “Respondent has failed to establish how the Operating Agreement
10 requires online access and/or the production of necessary passwords or passcodes as a predicate for
11 relief.”

12 As to CLA’s request for an order that Bidsal produce a duplicate set of keys to the GVC
13 properties, the Arbitrator stated, “...Respondent does not provide a basis for that ‘right’ in the
14 Operating Agreement or otherwise.”

15 As to CLA’s request for a moratorium on the distribution of any Green Valley funds to
16 Claimant or Respondent, the Arbitrator stated, “During the Preliminary Arbitration Teleconference
17 on April 30, 2020, counsel entered into an agreement that neither party would receive distributions
18 from GV during the pendency of the related appeal before the Nevada Supreme Court.”

19 As to CLA’s request for an order directing that all funds derived from business conducted
20 by GVC be deposited into GVC’s accounts, the Arbitrator stated, “Respondent’s Motion is not clear
21 as to what relief is being requested in this section. There is no evidence of any funds belonging to
22 GV being misappropriated in the transfer from the CIT Bank accounts to the Bank of America
23 accounts.”

24 As to CLA’s request for an order prohibiting the parties from encumbering GVC’s
25 properties or assets, the Arbitrator stated, “There is no evidence suggesting that any party has placed
26 liens or encumbered (or attempted or intended to encumber) the properties or assets of GV in
27 violation of the Operating Agreement or any applicable law.”

28 \\\

As to CLA's request for an order directing Claimant shall continue to issue payments on behalf of Green Valley, the Arbitrator stated, "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.'" As a result of these eight individual findings the Arbitrator denied without prejudice all but requests 1 and 2, which were denied as moot. There was no award of fees and costs related to the Motion for Orders.

9. CLA's Motion in Limine - Taxes – the Eighth CLA Motion.

On March 5, 2021, CLA filed CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes (the "Motion in Limine Re Taxes"). Bidsal opposed the Motion in Limine – Taxes on March 11, 2021. The Arbitrator elected to hear the Motion in Limine Re Taxes on the first day of the Arbitration hearing, March 17, 2021. In hearing this motion, the Arbitrator stated, "I'm going to deny the motion as a blanket prohibition of any information regarding taxes."

10. CLA's Motion in Limine – Tender – the Ninth CLA Motion.

Also on March 5, 2021, CLA filed CLA Properties, LLC's Motion in Limine Re Failure to Tender ("Motion in Limine Re Tender"). Bidsal opposed the Motion in Limine Re Tender on March 11, 2021. The Arbitrator elected to hear the Motion in Limine Re Tender on the first day of the Arbitration hearing, March 17, 2021. In hearing this motion, the Arbitrator stated "I'm going to deny the motion on this basis. I think it is as [Bidsal's counsel] states, more of a dispositive motion on a claim within the amended demand for arbitration as opposed to a motion in limine."

11. CLA's Motion to Withdraw Exhibit – the Tenth CLA Motion.

On March 26, 2021, CLA filed CLA's Motion to Withdraw Exhibit 188 (the "Motion to Withdraw Exhibit"). Bidsal opposed the Motion to Withdraw Exhibit on March 31, 2021. On April 5, 2021, the Arbitrator granted the Motion to Withdraw Exhibit, while reserving to both parties the right to seek admission of the exhibit for any other purpose during the remainder of the Arbitration hearing.

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1 **12. CLA’s Motion Re: David LeGrand – the Eleventh CLA Motion.**

2 On May 21, 2021, based on CLA’s attorney’s insistence and demand to brief
3 whether or not LeGrand’s should testify, CLA filed CLA Properties, LLC’s Brief Re: (1) Waiver
4 of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. (the
5 “**LeGrand Motion**”). The LeGrand Motion was drafted by a third attorney hired by CLA, Rob
6 Bare, Esq. Bidsal opposed the LeGrand Motion on June 11, 2021. During a remote zoom
7 videoconference meeting attended by all the attorneys, including the newly hired attorney, Rob
8 Bare, CLA’s attorneys requested for another postponement of the hearing so that CLA could further
9 brief their position in the LeGrand motion (second motion by CLA on the issue of LeGrands
10 testimony). Ultimately, on September 10, 2021, the Arbitrator stated, “It is not within the authority
11 of the Arbitrator to determine whether LeGrand has violated any ethical rule in this matter.” The
12 Arbitrator went on to state, “No evidence has been presented establishing a waiver of any potential
13 conflict of interest for LeGrand.” The final determination being, “...it is the determination of the
14 Arbitrator that LeGrand cannot be compelled to testify if he harbors concerns that his testimony
15 would potentially run afoul of Nevada’s Rules of Professional Conduct.”

16 **13. The Arbitration Hearings.**

17 The Arbitration Hearing lasted a total of six days, the first five of which were in
18 person, and spanned a period of more than six (6) months. The first three days were on March 17,
19 18, and 19, 2021. When it became clear that the parties would be unable to complete the
20 examination of witnesses within that time period, the Arbitration was continued to April 26, and
21 27, 2021, with the intention of completing the Arbitration by April 27, 2021.

22 However, at CLA’s insistence, the Arbitration was continued again in order to allow CLA
23 to file its Motion re: David LeGrand, which was ultimately denied (see above). This briefing
24 schedule caused a significant delay in concluding the Arbitration, which did not occur until
25 September 29, 2021. However, even then, Bidsal was required to prepare for two more days of
26 witnesses and closing arguments.

27 The long delays between hearing dates forced Bidsal and his counsel to spend time going
28 over trial transcriptions, Exhibits, witness outlines, and other preparation which would not have

1 been required if the Arbitration had been able to be completed in a timely manner. The fact that
 2 Bidsal and his counsel had to do this twice only exacerbated the situation and further forced Bidsal
 3 to run up significant legal fees.

4 On or about October 20, 2021, the Arbitrator filed an Interim Award. In the Interim Award,
 5 the Arbitrator declared that Bidsal was the prevailing party, and that Bidsal was entitled to an award
 6 of attorneys' fees and costs. Bidsal was given until close of business on November 5, 2021 (which
 7 was extended until November 12, 2021) within which to file an application for attorneys' fees and
 8 costs.

9 III.

10 STATEMENT OF AUTHORITIES

11 A. CLAIMANT IS ENTITLED TO AN AWARD OF ATTORNEY FEES UNDER THE 12 OPERATING AGREEMENT

13 Article III, Section 14.1 of the Operating Agreement for GVC states as follows:

14 The fees and expenses of JAMS and the arbitrator shall be shared equally by the
 15 Members and advanced by them from time to time as required; provided that at the
 16 conclusion of the arbitration, **the arbitrator shall award costs and expenses**
 17 **(including the costs of the arbitration previously advanced and the fees and**
 18 **expenses of attorneys, accountants and other experts) to the prevailing party.**
 19 (emphasis added).

18 The Arbitrator previously found that an award of attorney's fees and costs was warranted
 19 under these circumstances, and the only question left is how much is to be awarded.

20 As is set forth above, CLA's actions, in filing numerous different motions, the vast majority
 21 of which were either denied or could have been avoided if CLA would have attempted in good faith
 22 to resolve the issues directly with Bidsal prior to filing the motions, forced Bidsal to incur
 23 substantially more in legal fees and costs that he would have otherwise incurred. Likewise, the
 24 Arbitration hearing was continued in order to allow CLA to file extensive briefing on its request
 25 that the Arbitrator compel David LeGrand to testify in the Arbitration. This briefing occurred not
 26 once but twice as CLA attempted to reference evidence at the first hearing on this issue which had
 27 not been properly cited to in its first round of briefing. The result was the Arbitrator permitted a
 28 second round of briefing on this issue to give CLA a second chance to properly brief the issue.

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Accordingly, at CLA's insistence, the Arbitration hearing was ultimately continued more than five months, from April 27th to September 29th. This significant delay forced Bidal and his attorney's to incur a substantial amount of time thoroughly reviewing the trial transcript, Exhibits, witness outlines, and notes to prepare for final witnesses and for a closing summary of the evidence, all of which could have been avoided if the Arbitration had been allowed to be completed on April 27, 2021.

The same holds true of CLA's shifting goal posts. As outlined above, CLA initially asserted claims against Bidsal that required Bidsal to engage the services of a real estate expert, only to abandon these claims after Bidsal had already incurred the costs associated with his real estate expert.

What should and could have been a straight-forward arbitration was turned on its head by CLA's litigation strategy, which it pursued notwithstanding the fact that much of the delay and expense could have been avoided if CLA had taken a different approach. Having forced Bidsal to defend against its ever-changing claims and overly aggressive motion strategy, CLA must now pay the fees, costs and expenses incurred by Bidsal.

B. CLAIMAINT SHOULD BE AWARDED THE FULL \$446,875.00 IN ATTORNEY'S FEES.

1. Legal Standard for Determining a Reasonable Attorney's Fee.

Nevada looks to the Brunzell factors when evaluating the appropriate amount of attorneys' fees to be awarded. In Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969), the Court set forth the following four factors to be considered: "(1) the qualities of the advocate: his ability, training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the prominence and character of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; and (4) the result: whether the attorney was successful and what benefits were derived.

\\

\\

1 **2. Claimant's Requested Fees are Reasonable and Appropriate.**

2 In this case, the Brunzell factors support the requested award of attorney's fees to
3 the Claimant. *First*, litigation attorneys at Smith & Shapiro and Gerrard Cox Larsen devote the
4 majority of their practice to real estate and business litigation matters. *See* true and correct copies
5 of the Affidavits of Attorney Fees attached hereto as *Exhibits "1"*¹ and *"2"* respectively. As such,
6 the attorneys at Smith & Shapiro, PLLC and Gerrard Cox Larsen have extensive experience in
7 litigating disputes, as well as substantial experience specifically in arbitration.

8 Douglas D. Gerrard of Gerrard Cox Larsen has nearly 30 years of experience as a licensed
9 attorney in the State of Nevada and has handled hundreds of complex real estate and business
10 litigation matters, to include arbitrations, in that time period. *See* Exhibit "1". James E. Shapiro
11 of Smith & Shapiro, PLLC has over 20 years of experience as a licensed attorney in the State of
12 Nevada and has also handled numerous real estate and complex business litigation matters, to
13 include arbitrations, over his career. *See* Exhibit "2". Aimee M. Cannon, has over 10 years of
14 experience as a licensed attorney in the State of Nevada and has handled numerous real estate and
15 complex business litigation matters in that time period. *Id.* Certainly, CLA cannot complain about
16 the number of lawyers working on this matter as CLA not only had Mr. Lewin and the attorneys
17 in his office working on this matter, but also had Louis Garfinkel working on the matter and
18 appearing, along-side Mr. Lewin, at the different hearings, and even went so far as to hire a third
19 attorney, Rob Bare, Esq., to come into the case to address the David LeGrand issue.

20 *Second*, as is evidenced above, CLA's prolific and mostly unsuccessful motion practice
21 caused a significant portion of the fees incurred by Claimant. Claimant's counsel was required to
22 spend hundreds of hours in responding to CLA's motions, most of which were either unnecessary
23 or could have been resolved without the involvement of the Arbitrator. As the forgoing, as well as
24 the attached Affidavits of Attorney's Fees demonstrate, the attorney's fees being sought were all
25 appropriately undertaken by the Claimant. Likewise, CLA's insistence on delaying the Arbitration
26 so that they could file the Motion re: David LeGrand, forced Bidsal and his attorneys to spend a

27 ¹ Smith & Shapiro, PLLC's invoices are being submitted to the Arbitrator for in-camera review as *Exhibit*
28 *"1-1"* Gerrard, Cox & Larsen's invoices and are being submitted to the Arbitrator for in-camera review as
Exhibit "2-1".

SMITH & SHAPIRO, PLLC
 3333 E. Serene Ave., Suite 130
 Henderson, NV 89074
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1 significant amount of time getting back up to speed on the case in order to complete the Arbitration,
 2 five months later.

3 *Third*, all of the attorneys' fees being requested are for work actually performed. This case
 4 required Claimant's attorneys to repeatedly engage with Respondent's attorneys over a nineteen-
 5 month period to arrive at the purchase price for Bidsal's share of GVC. Additionally, CLA's
 6 attempt to divest Bidsal of his ownership interest in GVC, without appropriate compensation, from
 7 the time of CLA's offer to purchase to the Second Arbitration, caused Bidsal to have to prepare
 8 not only to refute the allegation that CLA was the inchoate owner of GVC from before the First
 9 Arbitration decision was delivered, but also in the alternative to value the costs of services he had
 10 been rendering to GVC during the disputed period. In doing so, Bidsal was required to secure and
 11 pay the costs for an expert witness in property management, Frank Gatski, as well as the expert
 12 testimony of Chris Wilcox. Had CLA not asserted such a disingenuous argument, these costs
 13 would never have been incurred. CLA's insistence on pursuing a litigation strategy that was largely
 14 unsuccessful and which served only to run up legal fees is the primary reason behind most of the
 15 legal fees and costs incurred by Bidsal.

16 Additionally, the formula within the GVC operating agreement required complex analysis
 17 of forensic accountants to analyze Cost Segregation Studies, multiple years of business taxes,
 18 disbursement records, business records, bank records and Internal Revenue Service Code to name
 19 but a sample of matters considered by expert witness Chris Wilcox from Eide Bailly.

20 *Fourth*, the results speak for themselves. Not only has Claimant prevailed in the arbitration,
 21 but due to Claimant's counsel's efforts, Claimant prevailed on the vast majority of motion practice
 22 as well.

23 CLA's adamant and unreasonable theory of interpretation of the sales price formula, and
 24 its failure to proffer to Bidsal any reasonable amount for his share of GVC, left Bidsal with little
 25 choice but to commence the present Arbitration. The Respondent in the present Arbitration, via
 26 unnecessary and voluminous motion practice caused the cost of this Arbitration to skyrocket.
 27 CLA's eleven motions over the nineteen months of arbitration, left Bidsal little choice but to
 28 oppose said motions to secure his rights under the GVC operating agreement. CLA, via its motion

1 practice, forced Bidsal to defend against meritless accusations time and again. CLA must now pay
 2 the fees and costs, as is required by the GVC operating agreement, incurred by Bidsal. The actions
 3 forced by CLA resulted in significant expense, which in accordance with the terms of the GVC
 4 operating agreement must be borne by CLA.

5 All the claimant is asking the arbitrator is to be made whole on all the costs and attorney
 6 fees. When the circumstances of the instant case are considered in light of the Brunzell factors, it
 7 is clear that the requested fees are reasonable, and Claimant should recover all of such fees.

8 **C. CLAIMAINT SHOULD BE AWARDED THE FULL \$155,502.88 IN COSTS.**

9 Article III, Section 14.1 of the Operating Agreement for GVC also states that “the arbitrator
 10 shall award costs and expenses (including the costs of the arbitration previously advanced and the
 11 fees and expenses of attorneys, accountants and other experts) to the prevailing party.” (Emphasis
 12 added). As the prevailing party, Bidsal is therefore entitled to recover all costs incurred in
 13 connection with the Arbitration, specifically including the fees and expenses of accountants and
 14 other experts.

15 Bidsal also incurred \$155,502.88 in costs which were paid either through counsel or directly
 16 by it in connection with the current Arbitration. As is set forth in the attached Memorandum of
 17 Costs, attached hereto as *Exhibit “3”* and incorporated herein by this reference, Bidsal’s costs and
 18 expenses are as follows:

19	Runner / Process Service Fees	\$ 100.65
20	Copies	\$ 1,342.00
21	Research / Lexis Nexis.....	\$ 181.15
22	AT&T Teleconference Line Charges.....	\$ 46.20
23	Deposition / Transcript Fees	\$ 17,885.25
24	JAMS Fees	\$ 41,066.33
25	Expert Witness Fees.....	\$ 94,881.30
26	TOTAL.....	<u>\$ 155,502.88</u>

27 Given the fact that Bidsal is the prevailing party, combined with the fact that the forgoing
 28 costs were incurred by Bidsal in connection with the Arbitration, and the fact that a substantial

amount of these costs were incurred solely as a result of CLA's litigation strategy and moving goal posts, pursuant to Article III, Section 14.1 of GVC's Operating Agreement, CLA should be ordered to reimburse Bidsal all of the costs identified above.

IV.

CONCLUSION

As noted above, the Operating Agreement provides for the prevailing party to recover **all of its fees, costs and expenses**. For the reasons set forth above, Claimant respectfully requests that the Arbitrator issue an Order awarding Claimant his attorney fees in the amount of \$446,875.00 and \$155,502.88 in costs.

Dated this 11th day of November, 2021.

SMITH & SHAPIRO, PLLC

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 11th day of November, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S APPLICATION FOR AWARD OF ATTORNEY FEES AND COSTS**, by emailing a copy of the same, with Exhibits (if any), to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	<u>LGarfinkel@lgealaw.com</u>	Attorney for CLA
Rodney T Lewin, Esq.	<u>rod@rtlewin.com</u>	Attorney for CLA
Douglas D. Gerrard, Esq.	<u>dgerrard@gerrard-cox.com</u>	Attorney for Bidsal
Michelle Samaniego	<u>msamaniego@jamsadr.com</u>	JAMS Case Coordinator
Hon. David T. Wall (Ret.)	<u>dwall@jamsadr.com</u>	Arbitrator

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

Exhibit “1”

Exhibit “1”

James R. Shapiro, Esq.
 Alfred M. Cannon, Esq.
 SMITH & SHAPIRO, PLLC
 3333 E. Sereno Ave., Suite 130
 Henderson, Nevada 89074
 O: (702) 316-5033

Douglas D. Gerrard, Esq.
 GERRARD-COX LARSEN
 2430 W. Rose Pkwy., Suite 200
 Henderson, Nevada 89074
 O: (702) 796-4000

Attorneys for Claimant

JAMS

SHAWN BIRSAL,

Claimant

Reference #: 1260005736

vs.

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

CIA PROMPTIPS, LLC, a California limited
 liability company.

Respondent

AFFIDAVIT OF ATTORNEY FEES

STATE OF NEVADA

COUNTY OF CLARK

1. JAMES R. SHAPIRO, ESQ. being duly sworn, states that he is an attorney for the Claimant SHAWN BIRSAL, an individual ("Birsal"), and has personal knowledge of the attorney fees incurred.

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. Sereno Ave., Ste. #130 Henderson, NV 89074.

3. I have been continuously licensed, in good standing, as an attorney in the State of Nevada since 2001. Since 2001, virtually all my time as an attorney has been spent on corporate, business and real property transactions and litigation matters.

4. Alfred M. Cannon, Esq., is an associate attorney with Smith & Shapiro, PLLC. She has been licensed, in good standing, as an attorney in the State of Nevada since 2000. Since 2010,

virtually all of her time as an attorney has been spent on countless business and real property transactions and litigation matters. She O'Connell has been licensed, in good standing, as an attorney in the State of North Carolina since 1999. Ms. O'Connell has been authorized not only to practice in Nevada and North Carolina, but also in front of the United States Circuit Courts for the District of Columbia.

5. I believe the hourly rates delineated below are justified based upon the ability, training, education, experience, professional standing, and skills of the attorneys. Further, I believe the foregoing amounts reflect the character of the work to be done, its difficulty, intensity, importance, the time and skill required, as well as the work actually performed by the lawyers.

6. The amounts contained below constitute the amount, to the best of my knowledge and belief, that has been incurred as a result of Arbitration referenced in this caption.

7. The amount contained below constitute the amount, to the best of my knowledge and belief, that has been incurred as a result of Respondent CLA Properties, LLC's ("CLA") actions and/or inaction that resulted in Respondent being required to file the Demand for Arbitration in the present matter.

<u>Name of Attorney</u>	<u>Hourly Billing Rate</u>	<u>Total Hours</u>	<u>Total Fees</u>
James L. Shapiro, Esq.	\$350.00	312.6	\$108,400.00
Aimee M. O'Connell, Esq.	\$350.00	578.40	\$202,440.00
TOTAL:			\$310,840.00

8. When considering the *prevailing* factors, it is clear that the requested amount is justified.

9. The litigation attorneys at Smith & Shapiro devote the majority of their practice to real estate and business litigation matters. James L. Shapiro, Esq. has more than 20 years experience as a licensed attorney in the State of Nevada and has handled numerous real estate and complex business litigation matters in that time period. Likewise, Aimee M. O'Connell, Esq. has more than 10 years' experience as a licensed attorney in the State of Nevada and has handled numerous real estate and complex business litigation matters in that time period.

10.

11. The total amount includes 19.6 hours of paralegal time for a total of \$111,000.

10. All of the attorneys' fees being requested are for work actually performed. This case required Claimant's attorneys to engage with Respondent's attorney over a nineteen-month period. Additionally, Respondent's insistence in filing motions vastly increased the amount of attorney fees incurred in this matter. A detailed list of the different motions which Respondent filed and which Claimant was forced to defend against is contained in the Application for Award of Attorneys Fees and Costs. Likewise, the fact that the Arbitration started and stopped on three different occasions forced myself and Almas from my office, as well as Doug Bernard and Shawn Vidal, to spend extra time reviewing hearing transcripts, exhibits, witness outlines and otherwise getting up to speed in order to restart the arbitration hearing months after the prior hearing dates.

11. Finally, the result speaks for themselves. The Arbitrator has granted the vast majority of the Claimant's positions with respect to the motions and the Claimant is the prevailing party in the overarching Arbitration.

12. Further Affiant with regard

James E. Shapiro

SUBSCRIBED and SWORN to before me this 14 day of November, 2021

Jennifer A. Bidwell
NOTARY PUBLIC

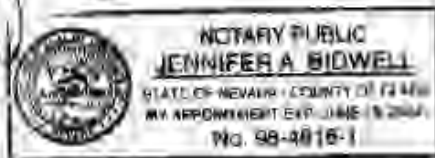


Exhibit “2”

Exhibit “2”

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

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

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

AFFIDAVIT OF ATTORNEYS FEES – DOUGLAS D. GERRARD, ESQ.

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss:

1. DOUGLAS D. GERRARD, ESQ. being duly sworn, states: that affiant is an attorney for the Claimant SHAWN BIDSAL, an individual ("Bidsal"), and has personal knowledge of the attorney fees incurred.

2. I am a duly licensed attorney in the State of Nevada and a partner with the law firm of Gerrard Cox Larsen, with offices located at 2450 St. Rose Parkway., Ste. #200, Henderson, NV 89074.

3. I have been continuously licensed, in good standing, as an attorney in the State of Nevada since 1992. Since 1992, virtually all my time as an attorney has been spent on complex business and real property transactions and litigation matters.

4. I believe the hourly rates delineated below are justified based upon the ability, training, education, experience, professional standing, and skills of the attorneys. Further, I believe the forgoing amounts reflect the character of the work to be done, its difficulty, intricacy, importance, the

time, and skill required, as well as the work actually performed by the lawyer.

5. The amounts contained below constitute the amount, to the best of this affiant's knowledge and belief, that have been incurred as a result of Respondent CLA Properties, LLC's ("CLA") actions and/or inaction that resulted in Bidsal being required to file the Demand for Arbitration in the present matter.

<u>Name of Attorney</u>	<u>Hourly Billing Rate</u>	<u>Total Hours</u>	<u>Total Fees</u>
Douglas D. Gerrard, Esq.	\$450.00	307.2	\$139,365.00
TOTAL:			\$139,365.00

6. When considering the *Brunzell* factors, it is clear that the requested amount is justified.

7. I devote the majority of my practice to real estate and business litigation matters. I have nearly 30 years' experience as a licensed attorney in the State of Nevada and have handled hundreds of real estate and complex business litigation matters in that time period.

8. All of the attorneys' fees being requested are for work actually performed. This case required Claimant's attorneys to engage with Respondent's attorney over a nineteen-month period. Additionally, Respondent insistence in filing motions vastly increased the amount of attorney fees incurred in this matter.

9. The results speak for themselves. The Arbitrator has granted the vast majority of the Claimant's positions with respect to the motions and the Claimant is the prevailing party in the overarching Arbitration.

10. Further Affiant saith naught.



Douglas D. Gerrard

SUBSCRIBED and SWORN to before me this 9th day of November, 2021.


NOTARY PUBLIC



Exhibit “3”

Exhibit “3”

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

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

MEMORANDUM OF COSTS AND DISBURSEMENTS

The amounts identified below constitute the amount that has been incurred by Claimant SHAWN BIDSAL, an individual ("Bidsal") in the above captioned matter which is attributable to Respondent CLA Properties, LLC's ("CLAP"). A true and correct copy of the invoices are attached hereto as ***Exhibit "3-1"***.

Runner / Process Service Fees	\$100.65
Copies	\$1,342.00
Research / Lexis Nexis	\$181.15
AT&T Teleconference Line Charges	\$46.20
Deposition / Transcript Fees	\$17,885.25
JAMS Fees	\$41,066.33
Expert Witness Fees	\$94,881.30
TOTAL.....	<u>\$ 155,502.88</u>

\\

1 DATED this 11th day of November 2021.

2 SMITH & SHAPIRO, PLLC

3 /s/ James E. Shapiro

4 James E. Shapiro, Esq.

5 Aimee M. Cannon, Esq.

6 3333 E. Serene Ave., Suite 130

7 Henderson, NV 89074

8 *Attorneys for Claimant, Shawn Bidsal*

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SMITH & SHAPIRO, PLLC
3333 E. Serene Ave., Suite 130
Henderson, NV 89074
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EXHIBIT 3-1

EXHIBIT 3-1

TAX ID# 26-1476985

Invoice No.	Customer No.
37036606	37332
Invoice Date	Total Due
4/30/21	65.65

Smith Shapiro Attorneys at Law
Attn: Jennifer Bidwell
3333 E. Serene Ave. Suite 130
Henderson, NV 89074

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
			37332	37036606	4/30/21	65.65	1			
Date	Ord# No.	Svc	Service Detail					Charges	Total	
4/28/21	55169044	REG	JAMS 3800 Howard Hughes Pkwy, 11th LAS VEGAS NV 89169 Caller: Jennifer Bidwell pick up 5 Boxes from JAMS -need dolly - Please pick up 5 boxes from JAMS and return to our Signed: Carol Robinson					Smith Shapiro Attorneys at Law 3333 E. Serene Avenue HENDERSON NV 89074 Ref: BIDSAL / GV ARB	Base Chg : 41.50 Weight : 18.75 Fuel Chg : 5.40	65.65
DELIVERY-REGULAR VEHICLE										

INVOICE PAYMENT DUE UPON RECEIPT

PHOTOCOPIES

INIT.	DATE	CLIENT NAME	CLIENT NO.	NO. OF PAGES	
KG	12.09.00	BIOBAL WEST COAST INVESTMENTS	20128	274	

****Note****

APPENDIX (PX)004352

Fidelity Chicago Incor - Must show qty and cost in body of slip

													CONTRACT USE			TRANSACTIONAL USE		
CLIENT	USER NAME	USER ID	PLACE OF BUSINESS	TIME KEEPER ID	MASTER FEATURE NAME	USER GROUP	MEMBER PROFILE NAME	DATE	PRICING CATEGORY	ACTIVITY DESCRIPTION	TYPE OF CHARGE	QUANTITY	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL GROSS AMOUNT	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET AMOUNT
20128	GERRARD, DOUGLAS	CGNK9WK	2450 SAINT ROSE PKWY STE 200, HENDERSON, NEVADA; 89074-7770; UNITED STATES	*****NO TIMEKEEPER ID DEFINED****	LEXIS® RESEARCH	*****NO USER GROUP DEFINED****	*****NO MEMBER PROFILE NAME DEFINED****	JUL-07-2020	LEXIS	SEARCH	ACCESS CHARGE	1	\$60.00	(\$42.67)	\$17.33	\$60.00	\$0.00	\$0.00
									PRIMARY LAW GROUP 1	USCASES	DOC ACCESS	4	\$96.00	(\$68.28)	\$27.72	\$96.00	\$0.00	\$0.00
Sub-Total:													\$156.00	(\$110.95)	\$45.05	\$156.00	\$0.00	\$0.00

												CONTRACT USE			TRANSACTIONAL USE			
CLIENT	USER NAME	USER ID	PLACE OF BUSINESS	TIME KEEPER ID	MASTER FEATURE NAME	USER GROUP	MEMBER PROFILE NAME	DATE	PRICING CATEGORY	ACTIVITY DESCRIPTION	TYPE OF CHARGE	QUANTITY	GROSS AMOUNT	ADJUSTMENT	NET AMOUNT	TRANSACTIONAL GROSS AMOUNT	TRANSACTIONAL ADJUSTMENT	TRANSACTIONAL NET AMOUNT
20128	GERRARD, DOUGLAS	CGNK9WK	2450 SAINT ROSE PKWY STE 200, HENDERSON, NEVADA; 89074-7770; UNITED STATES	****NO TIMEKEEPER ID DEFINED****	LEXIS® RESEARCH	****NO USER GROUP DEFINED****	****NO MEMBER PROFILE NAME DEFINED****	APR-28-2021	LEXIS	SEARCH	ACCESS CHARGE	1	\$60.00	(\$52.55)	\$7.45	\$60.00	\$0.00	\$0.00
Sub-Total:													\$60.00	(\$52.55)	\$7.45	\$60.00	\$0.00	\$0.00

													CONTRACT USE			TRANSACTIONAL USE		
CLIENT	USERNAME	USER ID	PLACE OF BUSINESS	TIME KEPT (ID)	MASTER FEATURE NAME	TIME KEPT (ID)	MASTER PROFILE NAME	DATE	FISCAL CATEGORY	SUBJECT DESCRIPTION	TYPE OF CHARGE	QUANTITY	GROSS AMOUNT	ALLOWED	NET AMOUNT	TRANSACTIONAL AMOUNT	TRANSACTIONAL NET AMOUNT	
20128	GERRARD DOUGLAS	CGNK9WK	2450 SAINT ROSE PKWY, STE 200, HENDERSON, NEVADA 89074-7770, UNITED STATES	*****NO TIMEKEEPER ID DEFINED*****	LEXIS-RESEARCH	*****NO ORIGIN DELETED*****	*****NO MEANINGLESS PROFILE NAME DELETED*****	SEP-27-2021	LEXIS	SEARCH	ACCESS CHARGE	1	\$60.00	(\$40.75)	\$19.25	\$0.00	\$0.00	
								SEP-27-2021	LEXIS	SEARCH	ACCESS CHARGE	1	\$60.00	(\$40.75)	\$19.25	\$0.00	\$0.00	
								SEP-28-2021	LEXIS	SEARCH	ACCESS CHARGE	1	\$60.00	(\$40.75)	\$19.25	\$0.00	\$0.00	
								SEP-27-2021	LEXIS ANSWER CARD	LEXIS ANSWER CARD	DOC ACCESS	1	\$53.00	(\$30.00)	\$23.00	\$0.00	\$0.00	
								SEP-27-2021	PRIMARY LAW GROUP 1	US CASES	DOC ACCESS	2	\$48.00	(\$32.00)	\$16.00	\$0.00	\$0.00	
								SEP-27-2021	PRIMARY LAW GROUP 1	US CASES	DOC ACCESS	3	\$72.00	(\$48.90)	\$23.10	\$0.00	\$0.00	
								SEP-28-2021	PRIMARY LAW GROUP 1	US CASES	DOC ACCESS	2	\$48.00	(\$32.60)	\$15.40	\$0.00	\$0.00	
Sub-Total:													\$401.00	(\$272.35)	\$128.65	\$0.00	\$0.00	

AT&T TeleConference Services



Page 9 of 10

ACCOUNT ID: 15457881-00001
 CUSTOMER: ATTN: KELLELE MCKAY
 GERRARD COX & LARSEN

BILL DATE: SEP 01 2020
 INVOICE #: 009-003476

DETAIL OF SERVICE USAGE

__ITEM__	__QTY__	__TYPE__	__CONN__	__MINUTES__	__TOTAL__
----------	---------	----------	----------	-------------	-----------

AUDIO / WEB DIAL-IN CONFERENCES

CONFERENCE: HJS7210
 HOST NAME: JIM SHAPIRO
 HOST NUMBER: 702-796-4000
 DATE/TIME: 08/12/2020 02:57pm

RESERVED MINUTES: 90
 RESERVED CONNECTIONS: 10 DIAL-IN

DDG - Chris Wilcox - 20128

1. TOTAL RSVL DI TF USA	7	323	32.30
SUBTOTAL	7	323	32.30
UNIVERSAL CONNECTIVITY CHARGE			9.68
ADMINISTRATIVE EXPENSE FEE			0.44
PROPERTY TAX ALLOTMENT			1.71
FEDERAL REGULATORY FEE			2.06
TAXES			0.01
TOTAL FOR CONFERENCE ID: HJS7210	7	323	46.20

ds 518218

CALL TYPE CONFERENCE SUMMARY

CALL TYPE	CONFERENCES	CONNECTIONS	MINUTES	CHARGES
RESERVATIONLESS: -Toll Free	1	7	323	46.20
	1	7	323	\$46.20

Veritext, LLC - California Region

Tel. 877-955-3855 Email: calendar-la@veritext.com
 Fed. Tax ID: 20-3132569



Bill To: Douglas D. Gerrard Esq
 Gerrard Cox Larsen
 2450 St. Rose Parkway
 Ste 200
 Henderson, NV, 89074

Invoice #: 4784293
 Invoice Date: 1/22/2021
 Balance Due: \$877.85

Case: **Shawn Bidsal v. Cia Properties, Llc (1260005736)** **20128** Proceeding Type: **Depositions**

Job #: 4367903 | Job Date: 12/10/2020 | Delivery: Normal

Location: Las Vegas, NV

Billing Atty: Douglas D. Gerrard Esq

Scheduling Atty: Rodney T. Lewin | Rodney T. Lewin APC

Witness: Jim Main, CPA	Amount
Transcript Services	\$736.40
Exhibit Management	\$106.45
Delivery and Handling	\$35.00

Notes:

Invoice Total: \$877.85
 Payment: \$0.00
 Credit: \$0.00
 Interest: \$0.00
 Balance Due: \$877.85

TERMS Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

Please remit payment to:

Veritext

P.O. Box 71303

Chicago IL 60694-1303

Fed. Tax ID: 20-3132569 **APPENDIX (PX) 004357**

To pay online, go to www.veritext.com

Veritext accepts all major credit cards
 (American Express, Mastercard, Visa, Discover)

Invoice #: 4784293

Invoice Date: 1/22/2021

Balance Due: \$877.85

INVOICE

1 of 1

All American Court Reporters
 1160 North Town Center Drive
 Suite 300
 Las Vegas, NV 89144
 Phone: 702.240.4393 Fax: 702.384.5506

James E. Shapiro
 Smith & Shapiro
 3333 E. Serene Avenue
 Suite 130
 Henderson, NV 89074

Invoice No.	Invoice Date	Job No.
1164406	2/23/2021	1125276
Job Date	Case No.	
2/9/2021	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
 Daniel Gerety, CPA (Parties Via Zoom)

Exhibits	663.75
Appearance	109.50
E-Transcript Email	150.00
Courier	0.00
Condensed	25.00
PDF Bundle Package (TRANSCRIPT)	0.00
	50.00

TOTAL DUE >>> \$998.25

Location of Job : VIA ZOOM

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****Scheduled by Gerrard Cox & Larsen // Advised to Bill Smith & Shapiro**

Tax ID: 88-0473546

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 Smith & Shapiro
 3333 E. Serene Avenue
 Suite 130
 Henderson, NV 89074

Invoice No. : 1164406
 Invoice Date : 2/23/2021
Total Due : \$998.25

Remit To: **All American Court Reporters**
1160 North Town Center Drive
Suite 300
Las Vegas, NV 89144

Job No. : 1125276
 BU ID : 3-VEGAS
 Case No. : Reference #:1260005736
 Case Name : Shawn Bidsal vs. CLA Properties, LLC

APPENDIX (PX)004358

Veritext, LLC - California Region

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 Fed. Tax ID: 20-3132569



Bill To: James E. Shapiro
 Smith & Shapiro PLLC
 2520 Saint Rose Parkway
 Suite 220
 Henderson, NV, 89074

Invoice #: 4860947
 Invoice Date: 3/2/2021
 Balance Due: \$1,666.90

Case: Bidsal, Shawn v. Cla Properties Llc (1260005736)

Proceeding Type: Depositions

Job #: 4457945 | Job Date: 2/17/2021 | Delivery: Normal

Location: Henderson, NV

Billing Atty: James E. Shapiro

Scheduling Atty: Rodney T. Lewin | Rodney T. Lewin APC

Witness: Chris Wilcox, CPA	Amount
----------------------------	--------

Transcript Services	\$905.80
Exhibit Management	\$81.25

Witness: Frank P. Gatski	Amount
--------------------------	--------

Transcript Services	\$628.60
Exhibit Management	\$16.25

	Amount
--	--------

Delivery and Handling	\$35.00
-----------------------	---------

Notes:

Invoice Total:	\$1,666.90
Payment:	\$0.00
Credit:	\$0.00
Interest:	\$0.00
Balance Due:	\$1,666.90

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 4860947

Invoice Date: 3/2/2021

Balance Due: \$1,666.90

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SERVICES3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.comJames E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074

Invoice No.	Invoice Date	Job No.
1451256	3/29/2021	735323
Job Date	Case No.	
3/17/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Proceedings on Record :
Arbitration Day 1

	1,561.25
TOTAL DUE >>>	\$1,561.25

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700*Please detach bottom portion and return with payment.*James E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074Invoice No. : 1451256
Invoice Date : 3/29/2021
Total Due : \$1,561.25Remit To: **Litigation Services & Technologies of
California, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813
APPENDIX (PX)004360**Job No. : 735323
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

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Smith & Shapiro
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Suite 130
Henderson, NV 89074

Invoice No.	Invoice Date	Job No.
1451259	3/29/2021	735326
Job Date	Case No.	
3/18/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Transcript of Proceedings
Arbitration Day 2

	1,501.25
TOTAL DUE >>>	\$1,501.25

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700*Please detach bottom portion and return with payment.*James E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074Invoice No. : 1451259
Invoice Date : 3/29/2021
Total Due : \$1,501.25Remit To: **Litigation Services & Technologies of
California, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813
APPENDIX (PX)004361**Job No. : 735326
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

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litigation-services.comJames E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074

Invoice No.	Invoice Date	Job No.
1451646	3/29/2021	735327
Job Date	Case No.	
3/19/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Proceedings on Record :
Arbitration- Day 3

	1,760.00
TOTAL DUE >>>	\$1,760.00

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700*Please detach bottom portion and return with payment.*James E. Shapiro, Esq.
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3333 E. Serene Avenue
Suite 130
Henderson, NV 89074Invoice No. : 1451646
Invoice Date : 3/29/2021
Total Due : \$1,760.00Remit To: **Litigation Services & Technologies of
California, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813
APPENDIX (PX)004362**Job No. : 735327
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

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Invoice No.	Invoice Date	Job No.
1165056	3/15/2021	1125276
Job Date	Case No.	
2/9/2021	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

Daniel Gerety, CPA (Parties Via Zoom)
Rough Draft (emailed on 2/11/21)

222.00
TOTAL DUE >>> \$222.00

Location of Job : VIA ZOOM

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Invoice No. : 1165056
Invoice Date : 3/15/2021
Total Due : \$222.00

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APPENDIX (PX)004363

Job No. : 1125276
BU ID : 3-VEGAS
Case No. : Reference #: 1260005736
Case Name : Shawn Bidsal vs. CLA Properties, LLC

Veritext, LLC
California Region



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 Smith & Shapiro PLLC
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 Suite 220
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Statement of Account

For questions regarding this statement please contact Cynthia Watkins-Jones at 949-777-9304 or collections-west@veritext.com

Statement Date: 4/7/2021							Total Balance Due:		\$1,172.55
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due	
4755208	1/7/2021	4367935	12/15/2020	Shawn Bidsal v Cla Properties, Llc	James E. Shapiro	C	90	\$1,172.55	
Total:								\$1,172.55	

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$1,172.55	\$0.00	\$1,172.55

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Page 1 of 1

Fed. Tax ID: 20-3132569

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TERMS: Payable within 30 days of invoice date. Late payment charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 30 days.

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Bill To: James E. Shapiro
 Smith & Shapiro PLLC
 2520 Saint Rose Parkway
 Suite 220
 Henderson, NV, 89074

Invoice #: 4755208
 Invoice Date: 1/7/2021
 Balance Due: \$1,172.55

Case: **Shawn Bides v. Cb Properties, Llc (1260005736)**

Proceeding Type: **Depositions**

Job #: 4367935 | Job Date: 12/15/2020 | Delivery: Normal

Location: Las Vegas, NV

Billing Atty: James E. Shapiro

Scheduling Atty: Rodney T. Lewin | Rodney T. Lewin APC

Witness: Shawn Bides	Amount
Transcript Services	\$1,044.40
Exhibit Management	\$58.50
Delivery and Handling	\$35.00

Notes:

Invoice Total: \$1,137.90
 Payment: \$0.00
 Credit: \$0.00
 Interest: \$34.65
 Balance Due: \$1,172.55

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: 4755208
 Invoice Date: 1/7/2021
 Balance Due: \$1,172.55

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Invoice No.	Invoice Date	Job No.
1162684	12/23/2020	1124307
Job Date	Case No.	
12/23/2020	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

Benjamin Golshani (Parties via Zoom)

****VIDEO SERVICES**LATE CANCELLATION****

Video Cancellation Fee

200.00

TOTAL DUE >>>

\$200.00

Location of Job :VIA ZOOM

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Invoice No. : 1162684
 Invoice Date : 12/23/2020
Total Due : \$200.00

Remit To: **All American Court Reporters**
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APPENDIX (PX)004366

Job No. : 1124307
 BU ID : 3-VEGAS
 Case No. : Reference #:1260005736
 Case Name : Shawn Bidsal vs. CLA Properties, LLC

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Invoice No.	Invoice Date	Job No.
1162676	12/23/2020	1124205
Job Date	Case No.	
12/23/2020	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

Benjamin Golshani (Parties via Zoom + w/Video)
 LATE CANCELLATION FEE
 Late Cancellation

150.00

TOTAL DUE >>>**\$150.00**

Location of Job :VIA ZOOM

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Invoice No. : 1162676
 Invoice Date : 12/23/2020
Total Due : \$150.00

Remit To: **All American Court Reporters**
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APPENDIX (PX)004367

Job No. : 1124205
 BU ID : 3-VEGAS
 Case No. : Reference #:1260005736
 Case Name : Shawn Bidsal vs. CLA Properties, LLC



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1 of 1

1 of

Invoice No.	Invoice Date	Job No.
1451256	3/29/2021	735323
Job Date	Case No.	
3/17/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Proceedings on Record :
Arbitration Day 1

1,561.25
TOTAL DUE >>> \$1,561.25

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700

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Henderson, NV 89074

Invoice No. : 1451256
Invoice Date : 3/29/2021
Total Due : **\$1,561.25**

Remit To: **Litigation Services & Technologies of
California, LLC**
P.O. Box 98813
Las Vegas, NV 89193-8813

Job No. : 735323
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

APPENDIX (PX)004368



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Invoice No.	Invoice Date	Job No.
1451259	3/29/2021	735326
Job Date	Case No.	
3/18/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Transcript of Proceedings
Arbitration Day 2

1,501.25
TOTAL DUE >>> \$1,501.25

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700

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Smith & Shapiro
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Henderson, NV 89074

Invoice No. : 1451259
Invoice Date : 3/29/2021
Total Due : \$1,501.25

Remit To: **Litigation Services & Technologies of
California, LLC**
P.O. Box 98813
Las Vegas, NV 89193-8813

Job No. : 735326
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

APPENDIX (PX)004369



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1 of 1

Invoice No.	Invoice Date	Job No.
1451646	3/29/2021	735327
Job Date	Case No.	
3/19/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Proceedings on Record :
Arbitration- Day 3

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

1,760.00
TOTAL DUE >>> \$1,760.00

Tax ID: 37-1787700

Please detach bottom portion and return with payment.

James E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074

Invoice No. : 1451646
Invoice Date : 3/29/2021
Total Due : **\$1,760.00**

Remit To: **Litigation Services & Technologies of
California, LLC**
P.O. Box 98813
Las Vegas, NV 89193-8813

Job No. : 735327
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

APPENDIX (PX)004370



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Invoice No.	Invoice Date	Job No.
1462597	5/11/2021	740644
Job Date	Case No.	
4/26/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Transcript of Proceedings
Arbitration Day 4

1,242.50
TOTAL DUE >>> \$1,242.50

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

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Tax ID: 37-1787700

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Invoice No. : 1462597
Invoice Date : 5/11/2021
Total Due : \$1,242.50

Remit To: **Litigation Services & Technologies of
California, LLC**
P.O. Box 98813
Las Vegas, NV 89193-8813

Job No. : 740644
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

APPENDIX (PX)004371



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Invoice No.	Invoice Date	Job No.
1463281	5/12/2021	740675
Job Date	Case No.	
4/27/2021		
Case Name		
Bidsal, Shawn vs. CLA Properties, LLC		
Payment Terms		
Net 30		

E Transcript Copy of the Transcript of Proceedings
Arbitration Day 5

901.25

TOTAL DUE >>>**\$901.25**

Location of Job : JAMS
3800 Howard Hughes Parkway
11th Floor
Las Vegas, NV 89169

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 37-1787700

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James E. Shapiro, Esq.
Smith & Shapiro
3333 E. Serene Avenue
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Henderson, NV 89074

Invoice No. : 1463281
Invoice Date : 5/12/2021
Total Due : **\$901.25**

Remit To: **Litigation Services & Technologies of
California, LLC**
P.O. Box 98813
Las Vegas, NV 89193-8813

Job No. : 740675
BU ID : LA-CRO
Case No. :
Case Name : Bidsal, Shawn vs. CLA Properties, LLC

APPENDIX (PX)004372

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Las Vegas, NV 89101

Phone: 702-476-4500

Fax: 888-529-5512



Douglas D. Gerrard
 Gerrard Cox & Larsen
 2450 St. Rose Parkway
 Suite 200
 Henderson, NV 89074

Invoice #56334

Date	Terms
10/06/2021	Net 21

Job #46511 on 09/29/2021 at 9:00 AM PT
--

Case: Shawn Bidsal v. CLA Properties, LLC, et al.
 Docket#: 1260005736

Shipped On: 10/06/2021
 Shipped Via: Electronic
 Delivery Type: 5-Day Expedite

Description	Amount
One-Half of an Original & 2 Copies of Transcript of Closing Arguments	
Original & 1 Certified Copy of Transcript	\$ 1,609.90
Certified Copy of Transcript	\$ 852.30
Full-Day Attendance	\$ 250.00
E-Bundle with O&1	\$ 30.00
	<hr/>
	\$ 2,742.20

Amount Due: \$ 2,742.20
 Paid: \$ 0.00

Balance Due:	\$ 2,742.20
Payment Due:	10/27/2021

IF PAYING AFTER PAYMENT DUE DATE, AMOUNT DUE IS: \$ 3,016.42

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Invoice No.	Invoice Date	Job No.
1163274	1/14/2021	1124401
Job Date	Case No.	
1/4/2021	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Benjamin Golshani, Vol. I (Parties via Zoom + Videotaped)

Exhibits	1,346.25
Appearance	168.00
E-Transcript Email	250.00
Courier	0.00
Condensed	25.00
PDF Bundle Package (TRANSCRIPT)	0.00
	50.00

TOTAL DUE >>> \$1,839.25

Location of Job :VIA ZOOM

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Invoice No. : 1163274
 Invoice Date : 1/14/2021
Total Due : \$1,839.25

Remit To: **All American Court Reporters**
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Suite 300
Las Vegas, NV 89144
APPENDIX (PX)004374

Job No. : 1124401
 BU ID : 3-VEGAS
 Case No. : Reference #:1260005736
 Case Name : Shawn Bidsal vs. CLA Properties, LLC

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Invoice No.	Invoice Date	Job No.
1163276	1/14/2021	1124402
Job Date	Case No.	
1/4/2021	Reference #:1260005736	
Case Name		
Shawn Bidsal vs. CLA Properties, LLC		
Payment Terms		
Due upon receipt		

Benjamin Golshani, Vol. I (Parties via Zoom)
VIDEO SERVICES
Video Services

1,200.00

TOTAL DUE >>>**\$1,200.00**

Location of Job :VIA ZOOM

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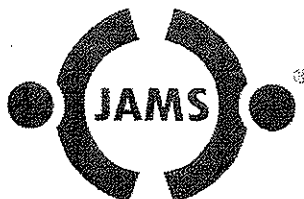
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James E. Shapiro
Smith & Shapiro
3333 E. Serene Avenue
Suite 130
Henderson, NV 89074

Invoice No. : 1163276
Invoice Date : 1/14/2021
Total Due : \$1,200.00

Remit To: **All American Court Reporters**
1160 North Town Center Drive
Suite 300
Las Vegas, NV 89144
APPENDIX (PX)004375

Job No. : 1124402
BU ID : 3-VEGAS
Case No. : Reference #:1260005736
Case Name : Shawn Bidsal vs. CLA Properties, LLC

DEPOSIT REQUEST**Invoice Date**

3/26/2020

Invoice Number

5196234

Bill To: Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: **Bidsal, Shawn vs. CLA Properties, LLC**Representing: **Shawn Bidsal**Neutral(s): **Hon. David Wall (Ret.)**Hearing Type: **ARBITRATION**

MES

Date / Time	Description	Your Share
3/26/20	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 2,500.00

Total Billed: \$ 2,500.00

Total Payment: \$ 0

Balance: \$ 2,500.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **Payment is due upon receipt.**

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

STATEMENT

Date

4/01/2020 through 4/30/2020

Bill To: **James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson NV 89074**

Reference #: 1260005736 - Rep# 1
Billing Specialist: **Gonzalez, Erwin**
Email: **egonzalez@jamsadr.com**
Telephone: **949-224-4642**
Employer ID: **68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**
Representing: **Shawn Bidsal**

Neutral(s): **Hon. David Wall (Ret.)**
Hearing Type: **ARBITRATION**

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
Balance Forward:						(\$2,500.00)
4/14/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Demand for Arbitration, Arbitration Agreement; prepare for Preliminary Arbitration Conference	0.40	\$525.00	\$210.00	2	\$105.00
4/16/20	Hon. David T Wall (Ret.) Preliminary Arbitration Conference	0.30	\$525.00	\$157.50	2	\$78.75
4/30/20	Hon. David T Wall (Ret.) Preliminary Arbitration Management Call	0.90	\$525.00	\$472.50	2	\$236.25
4/30/20	Hon. David T Wall (Ret.) Review Answer and Counterclaim from Respondents in preparation for Preliminary Arbitration Conference; Prepare Report of Preliminary Arbitration Conference and Scheduling Order	1.80	\$525.00	\$945.00	2	\$472.50
4/30/20	Case Management Fee					\$107.10
Fees:						\$999.60
Total:						\$999.60

Payment Activity: (none)

Credit Balance, Do Not Pay: (\$1,500.40)

** Balance does not include any outstanding deposit requests.

If a deposit is due, a deposit request will be provided by your Case Manager.

Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. **Payment is due upon receipt.**

Standard mail:

P.O. Box 845402

Los Angeles, CA 90084

Overnight mail:

18881 Von Karman Ave. Suite 350

Irvine, CA 92612

APPENDIX (PX)004377

STATEMENT**Date**

6/01/2020 through 6/30/2020

Bill To: **James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson NV 89074**

Reference #: 1260005736 - Rep# 1

Billing Specialist: **Gonzalez, Erwin**
Email: **egonzalez@jamsadr.com**
Telephone: **949-224-4642**
Employer ID: **68-0542699**

RE: **Bidsal, Shawn vs. CLA Properties, LLC**

Neutral(s): **Hon. David Wall (Ret.)**

Representing: **Shawn Bidsal**

Hearing Type: **ARBITRATION**

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
				Balance Forward:		(\$1,500.40)
6/17/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Respondent's Motion to Resolve Member Dispute re: Which Manager Should be Day-to-Day Manager, with attached exhibits; Claimant's Opposition to Motion with attached exhibits	2.20	\$525.00	\$1,155.00	2	\$577.50
6/29/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Respondent's Reply in Support of Motion to Resolve Member Dispute; prepare for hearing	1.20	\$525.00	\$630.00	2	\$315.00
6/30/20	Case Management Fee					\$107.10
				Fees:		\$999.60
				Total:		\$999.60

Payment Activity: (none)

Credit Balance, Do Not Pay: (\$500.80)

** Balance does not include any outstanding deposit requests.

If a deposit is due, a deposit request will be provided by your Case Manager.

Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc.

Standard mail:

P.O. Box 845402

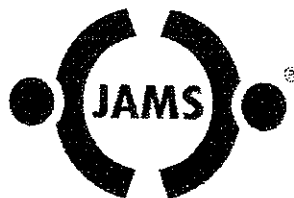
Los Angeles, CA 90084

Overnight mail:

18881 Von Karman Ave. Suite 350

Irvine, CA 92612

APPENDIX (PX)004378

STATEMENT**Date**

7/01/2020 through 7/31/2020

Bill To: **James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson NV 89074**

Reference #: 1260005736 - Rep# 1
Billing Specialist: Gonzalez, Erwin
Email: egonzalez@jamsadr.com
Telephone: 949-224-4642
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC**Neutral(s): Hon. David Wall (Ret.)****Representing: Shawn Bidsal****Hearing Type: ARBITRATION**

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
Balance Forward:						(\$500.80)
7/1/20	Hon. David T Wall (Ret.) Hearing on Pending Motions (conducted by Zoom videoconference)	1.30	\$525.00	\$682.50	2	\$341.25
7/1/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Claimant's Motion to Quash and for Protective Order; Respondent's Opposition to Motion to Quash; Claimant's Reply	1.40	\$525.00	\$735.00	2	\$367.50
7/18/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Claimant's Supplemental Opposition to Respondent's Motion to Resolve Member Dispute re: Which Manager Should be Day to Day; Respondent's Supplement to Brief re: Respondent's Motion to Resolve Member Dispute re: Which Manager Should be Day to Day	1.70	\$525.00	\$892.50	2	\$446.25
7/19/20	Hon. David T Wall (Ret.) Draft Order on Respondent's Motion to Resolve Member Dispute re: Which Manager Should be Day to Day, and Claimant's Motion to Quash Subpoenas and for Protective Order	1.50	\$525.00	\$787.50	2	\$393.75
7/28/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Respondent's Motion to Compel with attached exhibits; Claimant's Opposition to Motion to Compel and Countermotion for Stay of Proceedings with attached exhibits	1.20	\$525.00	\$630.00	2	\$315.00

** Balance does not include any outstanding deposit requests.

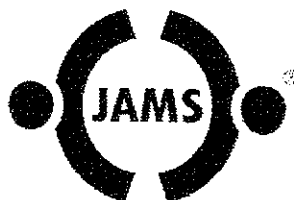
If a deposit is due, a deposit request will be provided by your Case Manager.

Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc.

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P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

STATEMENT

Date
7/01/2020 through 7/31/2020

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
7/31/20	Hon. David T Wall (Ret.) Review submissions from the parties, including Respondent's Reply in Support of Motion to Compel and Opposition to Motion for Stay of Proceedings	0.50	\$525.00	\$262.50	2	\$131.25
7/31/20	Case Management Fee					\$239.40
				Fees:		\$2,234.40
				Total:		\$2,234.40

Payment Activity: (none)

Balance on Account: \$1,733.60

** Balance does not include any outstanding deposit requests.
If a deposit is due, a deposit request will be provided by your Case Manager.

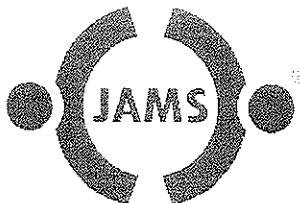
Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc.

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

STATEMENT



Date

8/01/2020 through 8/31/2020

Bill To: James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson NV 89074

Reference #: 1260005736 - Rep# 1
Billing Specialist: Gonzalez, Erwin
Email: egonzalez@jamsadr.com
Telephone: 949-224-4642
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC
Representing: Shawn Bidsal

Neutral(s): Hon. David Wall (Ret.)
Hearing Type: ARBITRATION

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
Balance Forward:						\$1,733.60
8/3/20	Hon. David T Wall (Ret.) Prepare Order on Respondent's Motion to Compel, Claimant's Countermotion to Stay Proceedings and Amended Scheduling Order	0.60	\$525.00	\$315.00	2	\$157.50
8/3/20	Hon. David T Wall (Ret.) Conference call with counsel regarding pending Motion to Compel and Countermotion to Stay Proceedings	0.70	\$525.00	\$367.50	2	\$183.75
8/31/20	Case Management Fee					\$40.95
Fees:						\$382.20
Expenses:						
8/3/20	Hon. David T Wall (Ret.) AT CONFERENCE CHARGE for conference call between Neutral and counsel.			\$1.07	2	\$0.53
Expenses:						\$0.53
Total:						\$382.73
Payment Activity:						
8/17/20	Check No. 031447 Paid By: WEST COAST INVESTMENTS INC					(\$1,733.60)
Total Payments:						(\$1,733.60)
Balance Due:						\$382.73

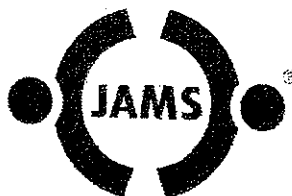
** Balance does not include any outstanding deposit requests.
If a deposit is due, a deposit request will be provided by your Case Manager.

Unused Deposits will not be refunded until the conclusion of the case.

Statement total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc.

Standard mail:
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Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

DEPOSIT REQUEST

Invoice Date
10/19/2020

Invoice Number
5430864

Bill To:
Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC
Representing: Shawn Bidsal

Neutral(s): Hon. David Wall (Ret.)
Hearing Type: ARBITRATION

MES

Date / Time	Description	Your Share
10/19/20	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 14,000.00

Total Billed: \$ 14,000.00

Total Payment: \$ 0

Balance: \$ 14,000.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

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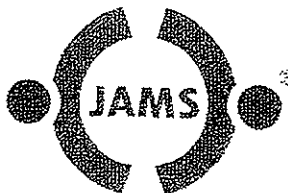
Standard mail:
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Los Angeles, CA 90084

Overnight mail:
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Irvine, CA 92612

Printed on 12/2/2020 / 1260005736 - Rep# 1

APPENDIX (PX)004382

1 of 1

DEPOSIT REQUEST

Invoice Date
3/19/2021

Invoice Number
5624780

Bill To: Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC
Representing: Shawn Bidsal

Neutral(s): Hon. David Wall (Ret.)
Hearing Type: ARBITRATION

MES

Date / Time	Description	Your Share
3/19/21	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 8,000.00

Total Billed: \$ 8,000.00

Total Payment: \$ 0

Balance: \$ 8,000.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

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Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

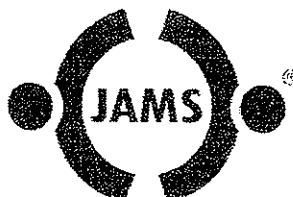
Overnight mail:
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Irvine, CA 92612

Printed on 3/20/2021 / 1260005736 - Rep# 1

APPENDIX (PX)004383

1 of 1

DEPOSIT REQUEST



Invoice Date
4/29/2021

Invoice Number
5680540

Bill To: Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC
Representing: Shawn Bidsal

Neutral(s): Hon. David Wall (Ret.)
Hearing Type: ARBITRATION MES

Date / Time	Description	Your Share
4/29/21	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 1,100.00

Total Billed: \$ 1,100.00

Total Payment: \$ 0

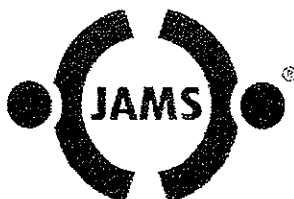
Balance: \$ 1,100.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

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Standard mail:
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Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

DEPOSIT REQUEST**Invoice Date**

6/25/2021

Invoice Number

5756542

Bill To: Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC

Neutral(s): Hon. David Wall (Ret.)

Representing: Shawn Bidsal

Hearing Type: ARBITRATION

MES

Date / Time	Description	Your Share
6/25/21	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 2,000.00

Total Billed: \$ 2,000.00

Total Payment: \$ 0

Balance: \$ 2,000.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

[Click here to pay](#)

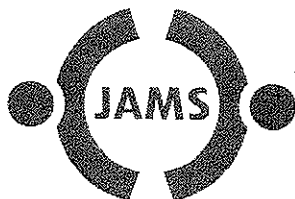
Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

Printed on 6/26/2021 / 1260005736 - Rep# 1

1 of 1

APPENDIX (PX)004385

DEPOSIT REQUEST**Invoice Date**

8/9/2021

Invoice Number

5820100

Bill To: Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1

Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC

Representing: Shawn Bidsal

Neutral(s): Hon. David Wall (Ret.)

Hearing Type: ARBITRATION

MES

Date / Time	Description	Your Share
8/9/21	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 7,500.00

Total Billed: \$ 7,500.00

Total Payment: \$ 0

Balance: \$ 7,500.00

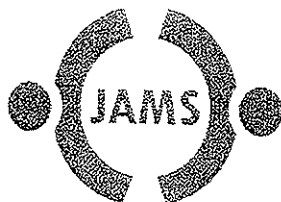
Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave, Suite 350
Irvine, CA 92612

DEPOSIT REQUEST



Invoice Date
10/20/2021

Invoice Number
5914790

Bill To:
Mr. James Shapiro Esq.
Smith & Shapiro
3333 E Serene Ave.
Suite 130
Henderson, NV 89074
US

Reference #: 1260005736 - Rep# 1
Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Bidsal, Shawn vs. CLA Properties, LLC
Representing: Shawn Bidsal

Neutral(s): Hon. David Wall, (Ret.)
Hearing Type: ARBITRATION

MES

Date / Time	Description	Your Share
10/20/21	Hon. David T Wall (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 2,100.00

Total Billed: \$ 2,100.00

Total Payment: \$ 0

Balance: \$ 2,100.00

Unused deposits will not be refunded until the conclusion of the case. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. For Arbitration Cases, please contact your case manager for due date, otherwise, payment is due upon receipt.

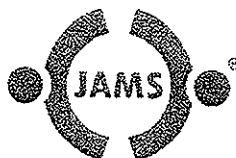
[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

Printed on 10/20/2021 / 1260005736 - Rep# 1

1 of 1



October 20, 2021

NOTICE TO ALL PARTIES

RE: Bidsal, Shawn vs. CLA Properties, LLC
Reference #: 1260005736

Dear Parties:

Hon. David T. Wall (Ret.) has rendered a decision in this matter. Invoices are enclosed to cover outstanding fees and estimated additional deposits, and once all outstanding fees have been received, JAMS can issue the decision. Fees are due by no later than October 27, 2021.

Please feel free to contact me directly at 702-835-7803 should you have any questions.

Sincerely,

/s/ Mara E. Satterthwaite, Esq.
Business Manager
msatterthwaite@jamsadr.com

Eide Bailly

CPAs & BUSINESS ADVISORS

INVOICE

Gerrard, Cox & Larsen
2450 St Rose Pkwy Ste 200
Henderson NV 89074

Invoice #: EI01114215
Client #: 162855
Invoice Total: \$6,697.00
Total Balance Due: \$15,024.70

Please return top portion with payment

Litigation Services in connection with:
Shawn Bisdal v. CLA Properties, LLC

Invoice Is Due Upon Receipt

Partner, Wilcox

~~18.0~~ ¹⁶ hrs. @ \$380

6,840.00

Director, Kur

1.5 hrs. @ \$380

570.00

Less: 10% courtesy discount

(741.00)

Out of Pocket Expenses - Mileage

28.00

Invoice Total	6,697.00
---------------	----------

Balance Forward	\$ 8,327.70
-----------------	-------------

Total Balance Due	<u>\$ 15,024.70</u>
-------------------	---------------------

Date: 03/24/21 Invoice #: EI01114215 Gerrard, Cox & Larsen

Page: 1

Pay by Mail:

Eide Bailly LLP
9139 W. Russell Rd., Ste. 200
Las Vegas, NV 89148-1250
Phone 702.304.0405 | Fax 702-304-0415

Pay Online: www.eidebailly.com/PayBill

Pay by ACH:

ACH Routing # 091310521
Bell Bank Checking Acct # 6520597383
Acct Name: Eide Bailly LLP-Las Vegas Office

Monthly 1.0% Late Fee Accrued on Balances Over 30 Days Past Due

(A surcharge will be applied to any payments made by credit card)

APPENDIX (PX)004389

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

No. 86438

CLA PROPERTIES LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY,

Appellant,

vs.

SHAWN BIDSAL, AN INDIVIDUAL,

Respondent.

No. 86817

APPELLANT'S APPENDIX

VOLUME 20

CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

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

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 252</u> : Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand dated July 23, 2021		20	4578-4595
	<u>Exhibit 253</u> : Order Regarding Testimony of David LeGrand dated September 10, 2021		20	4596-4604
	<u>Exhibit 254</u> : Claimant Shawn Bidsal's Application for Award of Attorney's Fees and Costs dated November 12, 2021		20	4605-4687
	<u>Exhibit 255</u> : Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorney's Fees and Costs dated December 3, 2021		21	4688-4757
	<u>Exhibit 256</u> : Claimant's Reply in Support of Claimant Shawn Bidsal's Application for Attorney's Fees and Costs dated December 17, 2021		21	4758-4806
	<u>Exhibit 257</u> : Respondent / Counterclaimant CLA Properties, LCC's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs dated December 23, 2021		21	4807-4838
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<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 260</u> : Respondent's Second Supplemental Opposition to Application for Attorney's Fees and Costs dated January 26, 2022		22	4965-4998
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18.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)	6/22/22	22	5053
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	<u>Exhibit 262</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 1 dated May 8, 2018		23	5066-5287
	<u>Exhibit 263</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 2 dated May 9, 2018		23 24	5288-5313 5314-5549
	<u>Exhibit 264</u> : Arbitration Hearing Transcript Day 1 dated March 17, 2021		25 26	5550-5797 5798-5953
	<u>Exhibit 265</u> : Arbitration Hearing Transcript Day 2 dated March 18, 2021		26 27 28	5954-6046 6047-6260 6261-6341
	<u>Exhibit 266</u> : Arbitration Hearing Transcript Day 3 dated March 19, 2021		28 29 30	6342-6505 6506-6705 6706-6798
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<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
19.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)	6/22/22	31	7118
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	<u>Exhibit 268</u> : Arbitration Hearing Transcript Day 5 dated April 27, 2021		31 32	7131-7202 7203-7358
	<u>Exhibit 269</u> : Reporter's Transcript dated June 25, 2021		32	7359-7410
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	<u>Exhibit 272</u> : Transcript of Hearing Proceedings dated January 5, 2022		34	7784-7814
	<u>Exhibit 273</u> : Transcript of Telephonic Hearing Proceedings dated February 28, 2022		34	7815-7859
	<u>Exhibit 274</u> : Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appear from Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated November 24, 2020		35	7860-7934
	<u>Exhibit 275</u> : Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated July 15, 2019		35	7935-7975

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 19)	<u>Exhibit 276</u> : Order of Affirmation (In Re: Petition of CLA Properties, LLC C/W 80831 Nos. 80427; 80831, <i>Order of Affirmance</i> , unpublished Deposition) dated March 17, 2022		35	7976-7981
	<u>Exhibit 277</u> : 2011-2019 Green Valley Commerce Distribution		35	7982-7984
20.	Bidsal's Opposition to CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment and Bidsal's Countermotion to Confirm Arbitration Award	9/1/22	35	7985-8016
	<u>Exhibit 1</u> : Declaration of Shawn Bidsal in Support of Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC Motion to Resolve Member Dispute Re Which Manage Should be Day to Day Manager dated June 10, 2020		35	8017-8027
	<u>Exhibit 2</u> : Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal dated January 31, 2020		35	8028-8041
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	<u>Exhibit 5</u> : Grant, Bargain and Sale Deed dated September 22, 2011		35	8046-8050
	<u>Exhibit 6</u> : Estimated Settlement Statement dated September 22, 2011		35	8051-8052

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
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	<u>Exhibit 14</u> : CLA Properties, LLC's Election to Purchase Membership Interest dated August 3, 2017		36	8178-8179
	<u>Exhibit 15</u> : Correspondence from Rodney T. Lewin to James E. Shapiro Re Proof of Funds to Purchase Membership Interest		36	8180-8184
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	<u>Exhibit 22</u> : Remittitur from Supreme Court of the State of Nevada dated June 10, 2022		36	8315-8319
	<u>Exhibit 23</u> : Correspondence from James E. Shapiro to Benjamin Golshani Re Offer to Purchase Membership Interest dated July 7, 2017		36	8320-8321
	<u>Exhibit 24</u> : Cashier's Check		36	8322-8323
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22.	CLA's Opposition to Shawn Bidsal's Countermotion to Confirm Arbitration Award	10/7/22	37	8357-8359
	<u>Exhibit 1</u> : Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated June 17, 2022		37	8360-8445
	<u>Exhibit 2</u> : CLA's Reply in Support of Motion to Vacate [Partially] Arbitration Award dated October 7, 2022		37	8446-8479
23.	Bidsal's Reply in Support of Bidsal's Countermotion to Confirm Arbitration Award	10/31/22	37	8480-8505

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

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

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INVOICE

Gerrard, Cox & Larsen
 Attn: Doug Gerrard
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 Henderson NV 89074

Invoice #: E101099342
 Client #: 162855
 Invoice Total: \$8,327.70

Please return top portion with payment

Invoice Is Due Upon Receipt

Litigation Services in connection with:

Shawn Bisdal v. CLA Properties, LLC

Partner, Wilcox	13.3 hrs. @ \$380	5,035.00
Director, Kur	10.6 hrs. @ \$380	4,028.00
Sr. Manager, Laney	0.5 hrs. @ \$380	190.00
Less: 10% courtesy discount		(925.30)

Invoice Total	<u>\$ 8,327.70</u>
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Date: 02/28/21 Invoice #: E101099342 Gerrard, Cox & Larsen

Page: 1

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APPENDIX (PX)004390



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Invoice #: EI01068183
 Client #: 162855
 Invoice Total: \$11,440.00

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Litigation Services in connection with:
Shawn Bisdal v. CLA Properties, LLC

Partner, Wilcox	7.0 hrs. @ \$380	2,660.00
Director, Kur	22.3 hrs. @ \$380	8,474.00
Associate, Davis	1.7 hrs. @ \$180	306.00

Note: \$10,000 retainer will be applied to final invoice

Invoice Total

\$ 11,440.00

Date: 12/04/20 Invoice #: EI01068183 Gerrard, Cox & Larsen

Page: 1

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 Client #: 162855
 Invoice Total: \$16,171.00

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Litigation Services in connection with:
Shawn Bisdal v. CLA Properties, LLC

Partner, Wilcox	2.0 hrs. @ \$380	760.00
Director, Lawless	2.8 hrs. @ \$380	1,064.00
Director, Kur	37.4 hrs. @ \$380	14,212.00
Admin, Shasteen	0.8 hrs. @ \$180	135.00

Note: \$10,000 retainer will be applied to final invoice

Invoice Total

\$ 16,171.00

Date: 09/11/20 Invoice #: EI01031011 Gerrard, Cox & Larsen

Page: 1

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APPENDIX (PX)004392



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Invoice #: EI01078960
 Client #: 162855
 Invoice Total: \$17,176.00
 Total Balance Due: \$54,740.24

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Litigation Services in connection with:
Shawn Bisdal v. CLA Properties, LLC

Partner, Wilcox	12.5 hrs. @ \$380	4,750.00
Director, Kur	32.7 hrs. @ \$380	12,426.00

Note: \$10,000 retainer will be applied to final invoice

Invoice Total	17,176.00
Balance Forward	\$ 37,564.24
Total Balance Due	<u>\$ 54,740.24</u>

Date: 01/08/21 Invoice #: EI01078960 Gerrard, Cox & Larsen

Page: 1**Pay by Mail:**

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APPENDIX (PX)004393



INVOICE

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Invoice #: EI01042909
 Client #: 162855
 Invoice Total: \$25,612.00

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Invoice Is Due Upon Receipt

Litigation Services in connection with:

Shawn Bisdal v. CLA Properties, LLC

Partner, Wilcox	10.0 hrs. @ \$380	3,800.00
Director, Lawless	11.4 hrs. @ \$380	4,332.00
Director, Kur	46.0 hrs. @ \$380	17,480.00

Note: \$10,000 retainer will be applied to final invoice

Invoice Total	25,612.00
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Date: 10/09/20 Invoice #: EI01042909 Gerrard, Cox & Larsen

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APPENDIX (PX)004394

2/15/2021

Yahoo Mail - Amount Outstanding

Amount Outstanding

From: Norm Kur (nkur@eidebailly.com)

To: wcico@yahoo.com

Date: Monday, February 15, 2021, 02:57 PM PST

Shawn,

The total amount due at this point is \$37,188.10. It is calculated as follows:

Amount billed to-date	\$70,399.00
Plus: finance charges	882.76
Less: retainer	(10,000.00)
Less: prior bill payment	<u>(16,171.00)</u>
Equals: subtotal	45,110.76

Less: finance charges	(882.76)
Less: 10% reduction:	<u>(7,039.90)</u>
Equals: total	\$37,188.10 —

Thank you.

25,000 CHK # 1212

Norm

Balance 12,188.10 PHK # 1216

Norman A. Kur, CFE, CMA, AM

Director • Litigation & Dispute Advisory

Eide Bailly LLP

1850 N. Central Ave., Ste. 400

Phoenix, AZ 85004-4624

T 602.782.3404

F 602.277.4845

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14039 SHERMAN WAY, SUITE 201
VAN NUYS, CA 91405-2591

BANK OF AMERICA
ACH R/T 121000358
11-35/1210

1216

2/18/2021

PAY TO THE ORDER OF Eide Bailly LLP

\$ **12,188.10

Twelve Thousand One Hundred Eighty-Eight and 10/100*****

DOLLARS

Eide Bailly LLP
9139 W. Russell Rd, Ste 200
Las Vegas NV 89148-1250

MEMO

Client# 162855

AUTHORIZED SIGNATURE

Photo Safe Deposit
Details on Back.

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Eide Bailly LLP

2/18/2021

1216

12,188.10

BOA 0453

Client# 162855

12,188.10

WEST COAST INVESTMENTS, INC.

Eide Bailly LLP

2/18/2021

1216

12,188.10

BOA 0453

Client# 162855

12,188.10

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VAN NUYS, CA 91405-2591

BANK OF AMERICA
ACH R/T 121000358
11-35/1210

20A.App.4679
1212

2/15/2021

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\$ **25,000.00

Twenty-Five Thousand and 00/100*****

DOLLARS

Eide Bailly LLP
9139 W. Russell Rd, Ste 200
Las Vegas NV 89148-1250

MEMO

Client# 162855

M. J. Peral
AUTHORIZED SIGNATURE

MP

WEST COAST INVESTMENTS, INC.

Eide Bailly LLP

2/15/2021

1212

25,000.00

BOA 0453

Client# 162855

25,000.00

WEST COAST INVESTMENTS, INC.

Eide Bailly LLP

2/15/2021

1212

25,000.00

BOA 0453

Client# 162855

25,000.00

APPENDIX (PX)004397

20A.App.4679

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Mutual of Omaha Bank

333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.511.6669

27-289/1040

20A App 4680
31446

8/11/2020

PAY TO THE
ORDER OF

Eide Bailly LLP

\$ **10,000.00

Ten Thousand and 00/100***** DOLLARS

Eide Bailly LLP
9139 W. Russell Rd, Ste 200
Las Vegas NV 89148-1250

[Signature]
AUTHORIZED SIGNATURE

MEMO

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Eide Bailly LLP

8/11/2020

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Mutual of Omaha Che

10,000.00

WEST COAST INVESTMENTS, INC.

Eide Bailly LLP

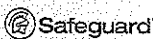
8/11/2020

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APPENDIX (PX)004398

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Las Vegas, NV 89103

Ph: (702) 221-8226

Fax: (702) 221-1256

Shawn Bisdal
West Coast Investments, Inc.
14039 Sherman Way Blvd., Ste. #201
Van Nuys, CA 91405

James E. Shapiro, Esq.
Smith and Shapiro
Attorneys at Law
3333 E. Serene Ave., Suite 130
Henderson, NV 89074

RE: Shawn Bisdal, an Individual
v. CLA Properties, LLC, a California limited liability company

Inv.#: 4.7.2021.1

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>	
3/15/2021	Pre-arbitration call with Jim Shapiro	0.50	\$250.00	FPG
3/16/2021	Prepare for arbitration testimony	1.50	\$750.00	FPG
<hr/>				
TOTAL:		1.25	\$1,000.00	
BALANCE DUE:			\$1,000.00	



4755 Dean Martin Drive
Las Vegas, NV 89103

Ph: (702) 221-8226

Fax: (702) 221-1256

Shawn Bisdal
West Coast Investments, Inc.
14039 Sherman Way Blvd., Ste. #201
Van Nuys, CA 91405

James E. Shapiro, Esq.
Smith and Shapiro
Attorneys at Law
3333 E. Serene Ave., Suite 130
Henderson, NV 89074

RE: Shawn Bisdal, an Individual
v. CLA Properties, LLC, a California limited liability company

Inv.#: 2.22.2021.1

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>	
2/16/2021	Research options on leases	1.00	\$150.00	MAF
2/16/2021	Prepare for deposition Lease review options & financials	3.00	\$1,500.00	FPG
2/17/2021	Collect requested documents ie: engagement, retention, & service agreements, any communications, etc.	0.50	\$75.00	MAF
2/17/2021	Prepare for deposition Final review – prior to ZOOM deposition	1.00	\$500.00	FPG

TOTAL:	5.50	\$2,225.00
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BALANCE DUE:		\$2,225.00
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4755 Dean Martin Drive
Las Vegas, NV 89103

Ph: (702) 221-8226

Fax: (702) 221-1256

Shawn Bisdal
West Coast Investments, Inc.
14039 Sherman Way Blvd., Ste. #201
Van Nuys, CA 91405

James E. Shapiro, Esq.
Smith and Shapiro
Attorneys at Law
3333 E. Serene Ave., Suite 130
Henderson, NV 89074

RE: Shawn Bisdal, an Individual Inv.#: 12.7.2020.1
v. CLA Properties, LLC, a California limited liability company

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>	
9/23/2020	Review documents & prep for Zoom call w/ Shapiro, Bisdal & Cannon	1.00	\$0.00	FPG
9/23/2020	Zoom call w/ Shapiro, Bisdal, & Cannon	0.50	\$0.00	FPG
11/2/2020	Print & bind 1 st tranche of documents for FG	2.00	\$300.00	MAF
11/6/2020	Print & bind 2 nd tranche of documents for FG	2.00	\$300.00	MAF
11/9/2020	Begin document review	1.00	\$500.00	FPG
11/12/2020	Continued document review & analysis	1.00	\$500.00	FPG
11/13/2020	Site tour of property	1.00	\$500.00	FPG
11/13/2020	Zoom call w/ Shapiro, Bisdal & Cannon	0.75	\$375.00	FPG
11/14/2020	Continued document review, analysis, & email communications	0.75	\$375.00	FPG
11/15/2020	Continued document review, research, & analysis	0.75	\$375.00	FPG



<u>DATE:</u>	<u>DESCRIPTION:</u>	<u>HOURS</u>	<u>AMOUNT</u>	
11/16/2020	Final analysis approved at preliminary total billable property management fees	1.50	\$750.00	FPG
11/17/2020	Began to draft declaration/report	0.50	\$250.00	FPG
11/21/2020	Continued to draft declaration/report	1.00	\$500.00	FPG
11/28/2020	Continued to draft declaration/report	0.50	\$250.00	FPG
11/29/2020	Finalized first rough draft of declaration	2.25	\$1,125.00	FPG
11/30/2020	Lease value analysis & review	7.00	\$3,500.00	FPG
11/30/2020	Create & finalize exhibits for expert report	5.00	\$750.00	MAF
12/1/2020	Final draft of expert report	2.00	\$1,000.00	FPG
12/1/2020	Final editing & proof of expert report	2.00	\$300.00	MAF
TOTAL:		32.5	\$11,650.00	
LESS RETAINER:			(\$2,500.00)	
BALANCE DUE:			\$9,150.00	

Mutual of Omaha Bank

333 Farnam Street, Omaha, NE 68131
Telephone Banking 866.611.6669

WEST COAST INVESTMENTS, INC.

14039 SHERMAN WAY, SUITE 201
VAN NUYS, CA 91405-2591

27-289/1040

11/4/2020

PAY TO THE
ORDER OF

Frank P. Gatski

\$ **2,500.00

Two Thousand Five Hundred and 00/100 ***** DOLLARS

Frank P. Gatski
4755 Dean Martin Drive
Las Vegas NV 89103

M. B. Gatski

AUTHORIZED SIGNATURE

MEMO

Retainer

WEST COAST INVESTMENTS, INC.

Frank P. Gatski

11/4/2020

31508

2,500.00

Mutual of Omaha Che Retainer

2,500.00

WEST COAST INVESTMENTS, INC.

Frank P. Gatski

11/4/2020

31508

2,500.00

Mutual of Omaha Che Retainer

2,500.00



February 17, 2021

Daniel Garety
6817 South Eastern, Suite #101
Las Vegas, Nevada 89119

**RE: Bidsal / CLA Properties
Our File No. 20128**

**PRACTICE
AREAS**

Real Estate
Creditor/Lender Rights
Commercial Litigation
Business Organizations

Andrew M. Cox
Douglas D. Gerrard
Jay R. Larsen
Gary C. Milne
Richard D. Chatwin
John M. Langeveld
Fredrick J. Biedermann
Nathan R. Henderson
Samuel M. Warren

EAST
(Main Office)
Reply to Main Office
2450 St. Rose Parkway, Suite 200
Henderson, Nevada 89074
702 796-4000
702 796-4848 facsimile

WEST
9139 W. Russell Road
Las Vegas, Nevada 89148
702 796-4000
702 796-4848 facsimile

Dear Mr. Garety:

Enclosed please find our check no. 45889 in the amount of \$1,622.50 as payment for Expert Witness Fees for the above matter. If you should have any questions or concerns, please feel free to contact this office.

Sincerely,

GERRARD COX LARSEN


Douglas D. Gerrard, sq.

:ekm
Enclosure

**GERRARD & COX
A PROFESSIONAL CORP.**
2450 SAINT ROSE PARKWAY, SUITE 200
Henderson, NV 89074-7770
702-796-4000

BANK OF NEVADA
3500 WEST SAHARA 702-248-4200
LAS VEGAS, NV 89102
94-17711224

45889

2/17/2021

PAY TO THE
ORDER OF Daniel Gerety

\$**1,622 50

One Thousand Six Hundred Twenty-Two and 50/100*****

Daniel Gerety

DOLLARS

MEMO

Bidsal, Shawn (20128) ts609246


AUTHORIZED SIGNATURE

GERRARD & COX / A PROFESSIONAL CORP.

45889

Daniel Gerety

2/17/2021

Bidsal, Shawn (20128) ts609246
Expert Witness Fees

1,622.50

Bank- Bank West Gen Bidsal, Shawn (20128) ts609246

1,622.50