

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 21

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JAMS

SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

Claimant,

v.

CLA PROPERTIES, LLC, a California
 limited liability company,

Respondent /Counterclaimant

RESPONDENT/COUNTERCLAIMANT CLA PROPERTIES, LLC'S OPPOSITION TO CLAIMANT BIDSAL'S APPLICATION FOR ATTORNEYS' FEES AND COSTS

Respondent/Counterclaimant CLA Properties, LLC ("CLA") hereby submits its
 Opposition to Claimant Shawn Bidsal's ("Bidsal") Application For Attorney's Fees and Costs
 (the "Motion" or "moving papers").

I. INTRODUCTION

Under Nevada law, Bidsal has the burden of proving his entitlement to attorneys' fees and
 costs, and to provide the documentation to support his claim so as to allow CLA to analyze and

object if appropriate. Instead, Mr. Bidsal has made a strategic litigation decision to submit the documentation upon which he bases his attorneys' fees claim *in camera* denying CLA the ability to analyze the majority of claimed time spent and fees sought and respond. Bidsal has thus not complied or satisfied his burden of proof, and as set forth herein, his claim for fees and costs should be limited accordingly.

II. ARGUMENT

1. MOTION LACKS EVIDENCE TO SUPPORT REQUEST-THE SUBMISSION IN CAMERA IS INSUFFICIENT

"As the moving party, the prevailing defendant [party] seeking fees and costs 'bear[s] the burden of establishing entitlement to an award and documenting the appropriate hours expended and hourly rates.'" *Christian Research Institute v. Alnor*, 165 Cal.App.4th 1315, 1320, 81 Cal.Rptr.3d 866, 870 (2008).¹ The court in *Christian Research* continued:

As the moving party, the prevailing defendant seeking fees and costs "bear[s] the burden of establishing entitlement to an award and documenting the appropriate hours expended and hourly rates." [Citation.] To that end, the court may require [a] defendant [] to produce records sufficient to provide "a proper basis for determining how much time was spent on particular claims." [Citation.] The court also may properly reduce compensation on account of any failure to maintain appropriate time records. [Citation.]" (*ComputerXpress, Inc. v. Jackson* (2001) 93 Cal.App.4th 993, 1020, 113 Cal.Rptr.2d 625 (Computer Xpress). The evidence should allow the court to consider whether the case was overstaffed, how much time the attorneys spent on particular claims, and whether the hours were reasonably expended. (Ibid.)

The moving papers served on Respondent CLA fail in all regards. They provide no documentation, much less what is needed to show "a proper basis for determining how much time was spent on particular claims." There is no way from the Motion to determine "how much time

¹ Long ago Claimant contended that Nevada courts consider California cases. In N. 11 on page 16 of Judge Haberfeld's award (Trial Exhibit 136), Judge Haberfeld stated: "Mr. Bidsal earlier on conceded that "although Nevada law controls, Nevada courts do consider California cases if they assist with the interpretation."

1 the attorneys spent on particular [matters], and whether the hours were reasonably expended,” or
 2 if “the case was overstaffed”. This was Claimant Bidsal’s burden and he has utterly failed as
 3 discussed in Section 2 below.

4 Without prior order from the Arbitrator, or even a request, Claimant Bidsal filed the critical
 5 billings “in camera” denying CLA the ability to analyze the claimed fees and costs and properly
 6 respond to the fee application. “[I]n camera review does not permit effective advocacy.”
 7 *Gibbons v. The State of Nevada*, 127 Nev. 873,883-884, 266 P.3d 623,630 (2011).
 8

9 We may speculate why Bidsal and his counsel elected to withhold the billings from CLA
 10 when it is clear that the law requires otherwise, but one thing is not subject to controversy: They
 11 no doubt had their reasons and believed they were sufficient to gamble with this litigation tactic,
 12 rather than reveal those billings to CLA. Now they must live with that choice which ends up with
 13 Bidsal’s failure to show a sufficient basis for the totality of the claimed fees.
 14

15 **2. SATISFACTION OF BRUNZEL FACTORS CANNOT BE DETERMINED BASED** 16 **ON BIDSAL’S MOTION**

17 The moving papers do not even pretend to set out in detail how the time was spent in
 18 preparing for and trying this case. Without that information, there is no way to test the
 19 satisfaction of the *Brunzell v. Golden Gate National Bank*, 85 Nev. 345,349,350, 455 P.2d 31,33
 20 (1969) requirements for determining reasonable fees. Bidsal quotes those factors from *Brunzell*
 21 starting at 12:21 of the moving papers. Using the same four numbers used in *Brunzell* from the
 22 served moving papers, there is no way to ascertain (2) what the work was and “its difficulty,
 23 intricacy. . .[and] the time and skill required.” or (3) the work actually performed by the lawyers
 24 and the skill, time and attention given to the work. CLA concedes that to the time spent at the
 25 hearings both on motions and “trial” the Arbitrator, having personal observation, can determine
 26 those factors, but that does not reveal what the charges for that work was in preparing for the
 27 hearings. While the Arbitrator may without billings determine whether two experienced
 28

attorneys were required for each hearing or day of trial, and whether each day a combined charge of \$800 per hour was justified for each, that determination cannot be made on the served moving papers for time spent outside the presence of the Arbitrator.² And as to depositions and hearings, bringing up exhibits from a computer does not require an attorney who charges \$350/hour—compare CLA’s using a non-attorney for the same task.

And for the time spent outside a hearing before the Arbitrator, the third Brunzell factor (“the work actually performed by the lawyer”) and more importantly the time spent on it cannot be ascertained from the Motion.

It was Bidsal’s burden to provide sufficient detailed information to allow CLA to ascertain and comment upon the precise number of hours billed for individual motions, the exact number of hours spent by Bidsal’s attorneys in discovery, the exact number of hours spent by Bidsal’s attorneys on briefs, the exact number of hours spent at hearings and preparation, the exact amount of time Bidsal’s attorneys spent for a designated reply brief, the exact number of hours spent by Bidsal’s attorneys in regard to the award and the exact number of hours Bidsal’s attorneys spent on the fee application.

But Bidsal’s motion without the billings does not allow for CLA’s attorneys to perform the analysis necessary to make these determinations.

In addition, “[N]ot allowable are hours on which plaintiff did not prevail or ‘hours that simply should not have been spent at all, such as where attorneys’ efforts are unorganized or duplicative.’” *Serrano v. Unruh*, 32 Cal.3d 621,635, 652 P.2d 985, 994 (1982).

Likewise, billing for unnecessary work is also not recoverable. The court in *Serrano* stated

² Even with that, and **assuming 10 hours** per day for six (6) days, for each of the two attorneys, the Atrial@ billing at \$800/hour for the two of them would only amount to \$48,000.00. But in fact, the transcripts confirm that the April 17th hearing lasted four hours and nine minutes, the June 25th hearing lasted only two hours 35 minutes, the August 5th hearing lasted also two hours and 35 minutes and the September 29th hearing lasted five hours 34 minutes.

1 that “hours that simply not have been spent at all, such as where attorneys’ efforts are
2 unorganized or duplicative.” *Id.* 32 Cal.3d at 635, N. 21, 652 P.2d at 994. Similarly, “padding in
3 the form of inefficient or duplicative efforts is not subject to compensation.” See *Ketchum v.*
4 *Moses*. 24 Cal.4th 1122, 1132, 17 P.3d 735,741 (2001).”

5
6 There is no way to determine from the served motion whether the time claimed satisfies or
7 violates the strictures of *Serrano* or *Ketchum*.

8 There is nothing that Bidsal has presented that would enable CLA to determine “how much
9 time was spent on particular claims.” *Christian Research, supra*. Nor does Bidsal’s Motion
10 satisfy the *Christian Research* requirement to document the appropriate hours expended” for any
11 effort in this case for which compensation is sought.

12 **3. LOSING EFFORTS SHOULD NOT BE COMPENSATED**

13
14 The Nevada Supreme Court has further ruled that attorneys’ fees should not be awarded on
15 matters on which the moving party did not prevail. *Barney v. Mt. Rose Heating & Air*
16 *Conditioning*, 124 Nev. 821,830,832 192 P.2d 730,736-737 (2008).

17 In seeming recognition of that, Claimant Bidsal has devoted nine pages to discuss motions in
18 significant part attempting to show CLA’s obtaining what its motion sought was not a motion lost
19 by Bidsal.

20 The time spent on Bidsal’s urging that tender bars CLA’s prior success in ordering transfer of
21 Bidsal’s interest and devoted to pursuing incorrect interest rate should not be compensated. The
22 Motion does not address either of those losses.

23
24 As noted above, Claimant Bidsal has failed to provide in the Motion anywhere near the
25 specification required for entitlement to attorneys’ fees. And any presentation after this
26 opposition would be suspect in that he would no doubt assign the lowest possible amount to the
27 matters on which he did not prevail. More than that, submitting additional evidence (including
28

1 attorney explanations) after filing the Motion and after responding party has filed its response is
2 inherently unfair.

3 But since this is CLA's last opportunity to address the Motion and since the Motion devotes
4 so many pages to certain motions, and since Bidsal spends almost 7 of the pages to those motions,
5 we go over some of them here showing who won and who lost.

6
7 1. Interrogatories (Motion to Compel 1)

8 Bidsal concedes that he lost the first motion to compel answers to interrogatories. Bidsal
9 argues that he did not oppose, but the truth is that without that motion, a deadline for Bidsal to
10 answer would never have been created. The proof is in the pudding: nowhere does Bidsal now
11 and nowhere did Bidsal then offer a date by which he would answer the critical questions. Prior
12 to the motion, Bidsal never offered a date certain. Mr. Shapiro admitted that the Responses were
13 deficient, indicated that they would be supplemented, but only "when we are able to do so." (Ex.
14 A). In all respects, CLA won and Bidsal lost regardless of his then claiming he only wanted more
15 time.
16

17 2. Interrogatories (Motion to Compel 2)

18 As to the October 7, 2020 motion, Bidsal complains that there had been no "meet and confer."
19 But never did he offer to provide a good answer to the one interrogatory on which the motion
20 against him was granted and more importantly, he never in his opposition offered to answer. As
21 he now acknowledges, there was reason for the Arbitrator to shorten time and excuse any meet
22 and confer requirement. A look at Bidsal's opposition shows that he offered to supplement his
23 answers at some unspecified time in the future. (See Ex. B). Bottom line: CLA did not get all it
24 wanted, but without the motion, it would have gotten nothing.
25

26 3. Motion to Continue

27 Bidsal argues that he would have agreed to the continuance CLA's November 5, 2020 motion
28

1 sought, but that he was never asked. But his opposition to the motion does not say that. And as
2 to an attempt to resolve, the accompanying declaration establishes that an attempt to obtain an
3 agreement was attempted, an October 29th e-mail was sent to Mr. Shapiro seeking that
4 continuance and to which the response was no. (See Ex. C). The motion was granted. CLA
5 prevailed; Bidsal lost.

6
7 4. Motion to Amend

8 And Bidsal lost the next motion he lists, the January 19, 2021 motion to file a Fourth
9 Amended Answer and Counterclaim. In regards to attempt to resolve, CLA did just that and Mr.
10 Shapiro refused to agree to allow the amendment. (See Ex. D) And just as with the other motions
11 Bidsal lost, he should not be awarded fees.

12
13 5. Main Deposition

14 As to the motion regarding the Main deposition, the motion showed that without prior
15 warning that he would leave early, Mr. Main did just that at his deposition and then refused to
16 return. The subpoena to him had been issued by the Arbitrator. As a courtesy CLA, without any
17 obligation to do so, permitted Mr. Gerard to ask questions out of order with the belief that Mr.
18 Main would return for a second session. Despite that courtesy, Bidsal then objected to the
19 continued deposition. Hardly should CLA be taken to task for seeking enforcement by the one
20 issuing the subpoena rather than starting a civil action in order to obtain a court subpoena. But
21 CLA acknowledges that this is not a motion Bidsal lost.

22
23 6. Motion re Bank Accounts

24 Turning to the February 5, 2021 motion to compel Bidsal to, among other things, restore/add
25 CLA to all Green Valley bank accounts. Bidsal refused to do so (See Ex. E) and CLA
26 appropriately filed a Motion to Compel him to do so. Bidsal argues that he did not lose because
27 after the motion was filed he voluntarily did what he refused to do before the motion. The mere
28

1 fact that after CLA filed the motion, Bidsal agreed to comply regarding certain of the requests
2 does not mean that Bidsal did not lose the motion; a moving party who gets the relief he seeks
3 from the other side after filing the motion ahead of the hearing is the winner, not the loser.

4
5 7. Motion Re: Exhibit. 188

6 Bidsal refused to stipulate to the withdrawal and lost the motion to withdraw Exhibit 188.
7 Bidsal acknowledges that.

8 Now how much time was devoted by Bidsal on the any of the foregoing motions he lost is not
9 ascertainable from the Motion. But whatever it turns out to be, Bidsal should not be awarded fees
10 for same, and that cannot be ascertained by the served motion.

11 **4. THE LEGRAND MOTION**

12 The claimed fees (not specified in the Motion) arising from the LeGrand Motion, and which
13 Bidsal claims resulted in 'significant' legal fees "going over trial transcriptions, exhibits, witness
14 outlines and other preparations which would not have been required if the arbitration had been
15 able to be completed in a timely manner" were caused by Bidsal not CLA.

16
17 Not only did LeGrand testify in the first arbitration, but he was named as a witness by both
18 Bidsal and CLA from the very beginning of this arbitration. This started with Bidsal's first
19 disclosure served on May 19, 2020 (Ex. F) and continued all the way through his fifth
20 supplemental disclosure (September 24, 2021, Ex. G). LeGrand was also named as a witness to
21 testify at the trial on every CLA disclosure as well as CLA's Rule 20 trial disclosure (March 15,
22 2021, Ex. H) without objection or comment by Bidsal. Only on what should have been the **last**
23 **day of the hearing** did Bidsal raise the objection to LeGrand testifying which resulted in the
24 delay of the hearing and the claimed expenses now being sought by Bidsal. This was a matter
25 that should have been raised before the beginning of the trial. Had Bidsal properly raised that
26 objection before the trial by way of a Motion in Limine (instead of the sandbagging delay in
27
28

1 asserting it), there would not have been any delays in concluding the testimony and the parties
2 would have/could have completed the trial as originally scheduled. The delay and expenses
3 incurred by Bidsal were solely Bidsal's fault and no fees should be awarded for those claimed
4 fees.

5
6 And of course, there is nothing in the Motion that identifies the "significant legal fees"
7 which Bidsal claimed were caused by Bidsal's late assertion of attorney-client privilege and the
8 delays in completing the trial for the LeGrand Motion.

9 **5. THERE IS NO BASIS FOR AWARD OF COSTS**

10 Before even mentioning individual costs, there is no basis for the award of any of them.
11 While there is a memorandum of costs, it is not "verified by the oath of the party," or one of the
12 attorneys if same was paid by one of them, much less any statement that "the costs have been
13 necessarily incurred." *Cadle v. Woods & Erickson, LLP*, 131 Nev. 114,120, 345 P.3d 1049, 1054
14 (2015). "[C]osts must be reasonable, necessary, and actually incurred." *Id.* Without competent
15 evidence to "determine whether a cost was reasonable and necessary," costs may not be awarded.
16 *Id.* 114 Nev. at 121, 345 P.3d at 1054. Seemingly this principle should be without controversy.

17
18 As stated in *Bobby Berosini, Ltd. v. PETA*, 114 Nev. 1458,1452-1453, 971 P.2d 383,386
19 (1998) "[A]lthough PETA submitted itemized material in support of its request for investigative
20 fees, PETA did not attempt to demonstrate how such fees were necessary to and incurred in the
21 present action." While CLA suspects that even in the in camera submission Bidsal has not
22 satisfied those requirements, for sure it has not done so in the Motion. All it has submitted are
23 bulk billings without any explanation whatsoever.

24
25 The principles learned from *Cadle* and *Berosini* are straightforward: rather than merely telling
26 the court costs were reasonable and necessary, counsel's affidavit must attach justifying
27 documentation verifying the costs were incurred and must demonstrate how those costs were both
28

1 reasonable and necessary to the matter at issue. Here counsel's affidavit does not mention the
2 costs, much less demonstrate how they were both reasonable and necessary. See Cadle, 131 Nev.
3 at 121-122, 345 P.3d at 1055 where the court said, "Because the district court lacked
4 documentation, there is no way it could have determined whether the cost was reasonable or
5 necessary." The mere bills affixed to the moving papers do not show that the cost was reasonable
6 and necessary, and presumably the in camera materials are not under oath and therefore even if
7 considered would not cure the defect.

9 Before discussing the individual billings for costs, the requirement of NRS 18.005(5) must be
10 considered. An expert witness fee in excess of \$1,500 per witness is permitted only upon a
11 determination that a "larger fee was necessary." *Logan v. Abe*, 131 Nev. 260,267, 350 P.3d
12 1139,1144 (2015). While CLA not dispute that a larger fee was necessary for Mr. Wilcox, there
13 is no affidavit that would support the conclusion that the requested larger fee was reasonable or
14 necessary to the extent claimed.

16 Turning now to the attachments to the Motion, we first note that at least 5 pages are so
17 redacted as to be meaningless. Maybe that is why Mr. Shapiro would not sign the Memorandum
18 of Costs under oath. It says that the attached are "true and correct copy." Not so.

19 As to the experts the attachments would show that Mr. Wilcox's firm received \$63,359 and
20 the expert on management billed \$14,875 for a total of \$78,234, some \$16,647 less than the
21 \$94,881 claimed.

23 But that does not reach the more critical point. While the Motion does attach some time
24 records for Gatsky Commercial, the Motion does not reflect what Mr. Wilcox was doing (except
25 for his time at trial), and what the charges were for each of same. Without competent evidence to
26 "determine whether the time or costs were reasonable and necessary" the claimed charges for
27 Wilcox should be denied. As above stated without competent evidence, costs may not be
28

1 awarded.

2 **III. CONCLUSION**

3 By reason of Bidsal's refusal to provide detailed attorneys' billings to CLA, the Motion
4 for fees, except for the time spent in the presence of the Arbitrator at the various hearings and
5 trial, should be denied. Further, by reason of the failure to provide any sworn statement regarding
6 the costs, the claimed costs should not be awarded, including the Wilcox "bulk" fees. Having
7 chosen to "*roll the dice*" based on a conscious litigation strategy, Bidsal's Motion should be so
8 adjudged and, except as noted above, be denied. If instead the Arbitrator extends this case by
9 permitting Bidsal to file new papers after, and despite, this opposition, then a new briefing
10 schedule would have to be adopted so that CLA may respond after being provided with the
11 information needed for a review of a fee request. We suggest under the circumstances this would
12 be unfair.
13
14

15 Dated this 3rd of December, 2021.

16 REISMAN SOROKAC

17 /s/ Louis E. Garfinkel, Esq.
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*Attorneys for Respondent/Counterclaimant CLA
Properties, LLC*

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of REISMAN SOROKAC, and that on the 3rd day of December, 2021, I caused the foregoing to be served on the following via JAMS Access.

James E. Shapiro, Esq.
Aimee M. Cannon, Esq.
Smith & Shapiro, PLLC
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Henderson, NV 89074
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Shawn Bidsal

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Shawn Bidsal*

/s/ Melanie Bruner
Melanie Bruner, an Employee of
REISMAN SOROKAC

X



James E. Shapiro, Esq.
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July 10, 2020

Via email only to:

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RE: Green Valley Commerce, LLC

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

Louis & Rod:

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

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

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

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

Interrogatory Numbers 1-3

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

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

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J:\17321\002.Arbitration (2020)\Correspondence\lr.Garfinkel.(Discovery).docx

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Louis E. Garfinkel, Esq.
 July 10, 2020
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 SMITH & SHAPIRO

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

Interrogatory Numbers 4-7

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

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

Interrogatory Number 8

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

Interrogatory Number 10

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

Sincerely,

SMITH & SHAPIRO, PLLC


 James E. Smith, Esq.

Enclosures: July 4, 2020 Order

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

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



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

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

Revised Order Issued: July 4, 2020

Recent Update

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

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

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

SUMMARY OF THE ORDER: This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-53-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19 and May 7, 2020. The State Public Health Officer has articulated a 4 Stage framework – California Pandemic Resilience Roadmap to inform the State's actions that reintroduce activities and sectors in a phased manner and with necessary modifications to protect health and safety, and to lower the risk of Novel Coronavirus Disease (COVID-19) transmission and outbreaks in a community.

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

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

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

X



SMITH & SHAPIRO
ATTORNEYS AT LAW

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

October 19, 2020

Via email only: dwall@jamsadr.com

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

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

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

Dear Judge Wall:

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

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

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

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The Honorable David Wall (Ret.)
 October 19, 2020
 Page 2 of 9

SMITH & SHAPIRO

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

STATEMENT OF FACTS

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

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

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

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

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

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

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

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 October 19, 2020
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SMITH & SHAPIRO

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

REPOSITION TO CLA'S MOTION TO COMPEL

CLA's Motion addresses several complaints made by CLA, those being: (1) Bidsal has not provided his calculation of the "purchase price" for his shares in Green Valley Commerce, LLC ("**GVC**") sufficient to satisfy CLA, (2) that Bidsal is hiding behind a theory that CLA must wait until the arbitration is complete to provide discovery, (3) Bidsal has not provided his calculation of the value of services he has rendered to GVC sufficient to satisfy CLA, (4) Bidsal has not provided his calculation of interest associated with the "purchase price" sufficient to satisfy CLA, (5) the August 3rd Order required Bidsal to respond to CLA's written discovery without "objection or hedge", and (6) that Bidsal's responses will not be complete in time for the Main and/or Bidsal depositions. Each of these meritless accusations will be addressed below.

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

The Purchase Price

CLA reiterates the preposterous argument it used in its First Motion to Compel that because Bidsal made a general offer **to purchase** CLA's share of GVC in 2017, that he must have known the purchase price that he would accept from CLA and that fictitious purchase price is the purchase price that should now be used for Bidsal **to sell** his shares to CLA. CLA's argument is ridiculous when considering the fact that even if Bidsal had estimated a purchase price, that purchase price estimation would have been for him to buy ~~CLA's share of the GVC~~. Since CLA and Bidsal had different capital contributions the cost for purchasing CLA's share would have been different than the cost to purchase Bidsal's share. Because CLA is not trying to determine a purchase price for its share of GVC, any estimation that Bidsal had to purchase CLA's share is totally irrelevant. As CLA reiterates this argument, so must Bidsal reiterate his response.

Bidsal initiated purchase/sale negotiations via a letter dated July 7, 2017 ("**Bidsal's Offer Letter**"). A true and correct copy of Bidsal's Offer Letter is attached hereto as **Exhibit "3"** and is incorporated herein by this reference. Looking at Bidsal's Offer Letter it is quite clear that no "purchase price" of the membership interest is listed. *Id.* The only number listed in Bidsal's Offer Letter is an estimate for the value of GVC of \$5,000,000.00. *Id.* CLA is confusing the valuation of an individual's membership interest (which needs to be calculated) with the total estimated value of GVC in Bidsal's Offer Letter. It is self-evident from the actual letter that no purchase price calculation using the language of the operating agreement was included. *Id.* The letter simply states that Bidsal would like to purchase CLA's shares in GVC "pursuant to and on the terms and conditions set forth in Section 4 of Article V of the Company's Operating Agreement." *Id.* It also states that the \$5,000,000.00 fair market value estimation (of the company) **would be used to calculate the purchase price** of the Membership Interest to be sold. *Id.* (emphasis added).

The Honorable David Wall (Ret.)
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Bidsal's Offer Letter was the first attempt to negotiate a purchase price and many steps away from the final purchase price determination. Contrary to CLA's arguments, while it is self-evident that there is a disagreement between Bidsal and CLA regarding the purchase price, the fact that there is a disagreement does not mean that Bidsal had previously done all calculations necessary to reach an opinion on said purchase price. CLA has an apparent belief that arriving at a "purchase price" is simple arithmetic, it is not; hence the reason why Bidsal is relying upon expert witnesses. It makes no sense that Bidsal would expend funds for an expert witness to assist in the calculations if it were something that he could have easily hacked out on his personal calculator.

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

Interrogatory Number 1

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

Interrogatory Number 2

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

The Honorable David Wall (Ret.)
 October 19, 2020
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SMITH & SHAPIRO

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

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

Interrogatory Number 3

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

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

CLA's Objections to Interrogatory Response Numbers 4 Through 7

Interrogatory Number 4

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

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

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

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

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

Interrogatory Number 5

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

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

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Page 7 of 9

SMITH & SHAPIRO

Interrogatory Number 6

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

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

Interrogatory Number 7

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

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CLA's Objections to Interrogatory Response Number 8

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

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

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

CLA's Objections to Interrogatory Response Number 9

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

CLA's Objections to Interrogatory Response Number 10

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

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SMITH & SHAPIRO

determine price" however the formula as espoused by the GVC OPAG nowhere mentions capital account balances.

CLA's Objections to Request for Production of Documents Number 1

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

CONCLUSION

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

Sincerely,

SMITH & SHAPIRO, PLLC

James S. Shapiro Esq

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

Rodney T. Lewin

From: James E. Shapiro [JShapiro@smithshapiro.com]
Sent: Monday, November 02, 2020 2:20 PM
To: rod@rtlewin.com
Cc: Doug Gerrard; Louis E. Garfinkel; Aimee Cannon; Shawn Bidsal (wcico@yahoo.com)
Subject: RE: Bidsal arbitration #2

Categories: Red Category

Rod

After discussing the matter with my client, we are not authorized to agree to any further continuances at this time

Sincerely,

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

SMITH & SHAPIRO

ATTORNEYS AT LAW

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

702.318.5033 • 702.318.5034

smithshapiro.com

From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Thursday, October 29, 2020 5:11 PM
To: James E. Shapiro <jshapiro@smithshapiro.com>
Cc: Doug Gerrard <dougerrard@gerrard-law.com>; Louis E. Garfinkel <LGarfinkel@lgaalaw.com>; www.claproperties.com
Subject: Bidsal arbitration #2

Jim following up on our conversation about continuing the arbitration I contacted the casa manager, Mara. She gave me dates in April but those don't work for me because I am booked solid. I've asked her to see if there's any open dates in March but have not heard back. My thought is if we could push the arbitration 30 days or so that would seemingly work. Would it work for you?

In the meantime while we are discussing this would you agree to push all November cut off dates for 10 days. If so I will prepare a stip and order for the arbitrator.

Thank you.

Rodney T. Lewin
Law Offices of Rodney T. Lewin, APC
 8665 Wilshire Blvd
 Suite 210
 Beverly Hills, California
 90211-2931
 Tele: 310-659-6771

Fax: 310-659-7354

E-Mail: [REDACTED]

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Virus-free. [REDACTED]

Rodney T. Lewin

From: James E. Shapiro [JShapiro@smithshapiro.com]
Sent: Thursday, January 14, 2021 1:01 PM
To: rod@rtlewin.com
Cc: agayrich@aol.com; Doug Gerrard; Shawn Bidsal (wcico@yahoo.com); Aimee Cannon
Subject: RE: Bidsal v. CLAP (GVC) | JAMS #1260005736 | proposed 4th amended answer and counterclaim

Rod,

Your proposed 4th Amended Answer and Counterclaims contains some fairly significant changes. Due to the fact that the deadline has long since passed, combined with the fact that we are on the back end of discovery, combined with the fact that discovery closes next month, we are not willing to stipulate to any further amendments.

Sincerely,

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

SMITH & SHAPIRO

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From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Sunday, January 3, 2021 5:12 PM
To: James E. Shapiro <jshapiro@smithshapiro.com>; Doug Gerrard <dgerrard@gerrard-cox.com>
Cc: ben@claudiojerrard.com; agayrich@aol.com
Subject: proposed 4th amended answer and counterclaim

Gentlemen, attached is the Fourth Amended Answer and counterclaim. Will you advise whether you will stipulate to the filing?

Thanks you.

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

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APPENDIX (PX)004437

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X

Rodney T. Lewin

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

Rod,

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

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

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

Sincerely,

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

SMITH & SHAPIRO

ATTORNEYS AT LAW

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

HE cannot write checks over 20K so that means that he cannot move funds without consent.

but you still have not answered my question.... whether Mr. Bidsal will add Mr. Golshani to the account(s).

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

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

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

Sincerely,

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

SMITH & SHAPIRO

ATTORNEYS AT LAW

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From: Rodney T. Lewin <rod@rattlewin.com>
Sent: Wednesday, January 27, 2021 4:07 PM
To: James E. Shapiro <jshapiro@smithshapiro.com>
Cc: 'Doug Gerrard' <doug@doggerand.com>; 'Louis Garfinkel' <louisgarfinkel@law.com>; Aimee Cannon <acannon@smithshapiro.com>; 'Shawn Bidsal' <shawn@bidsal.com>; ben@claproperties.com
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

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

Rodney T. Lewin
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From: James E. Shapiro [<mailto:jshapiro@smithshapiro.com>]
Sent: Wednesday, January 27, 2021 3:48 PM
To: rod@rtlewin.com
Cc: Doug Gerrard; 'Louis Garfinkel'; Aimee Cannon; Shawn Bidsal (shawn@bidsal.com)
Subject: RE: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Rod,

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

Please let me know if you have any other questions

Sincerely,

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

SMITH & SHAPIRO

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From: Rodney T. Lewin <rod@rtlewin.com>
Sent: Wednesday, January 27, 2021 1:39 PM
To: James E. Shapiro <jshapiro@smithshapiro.com>
Cc: Doug Gerrard <douganddoug@cooper.com>; 'Louis Garfinkel' <loisgarfinkel@rtlewin.com>; ben@delacourtlaw.com

Subject: COUNTRY CLUB AND GREEN VALLEY BANK CASH WITHDRAWALS

Importance: High

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

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

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

Thank you.

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 Tele: 310-659-6771
 Fax: 310-659-7354
 E-Mail: rod@rodlewin.com

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

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

MAY 19, 2020

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Reference #:1260005736

vs.

Claimant,

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

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

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

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

I.

LIST OF WITNESSES

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

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

\\

\\

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.

LIST OF DOCUMENTS PRODUCED

A copy of all of all of the documents being produced can be downloaded by going to:

<https://ncl.uscourts.gov>.

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

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

16. Email from Shawn to Ben and response from Shawn, dated October 2, 2013, with attachments (BIDSAL000185-243).
17. Declaration of Petra Latch (BIDSAL000244-478).
18. Email from Jeff Chain to Shawn, dated June 13, 2011 (BIDSAL000479-81).
19. Email from Jeff Chain to Shawn, dated June 17, 2011, with Operating Agreement (BIDSAL000482-506).
20. Email exchange between Brenda Burns and Shawn, dated August 3, 2012 (BIDSAL000536).
21. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012 (BIDSAL000537-38).
22. Emails between Lita, Ben, Brenda Burns, and Shawn, dated September 6, 2012, with Real Estate Sales Agreement attached (BIDSAL000539-61)
23. Emails between Shawn, Ben, Brenda Burns, dated September 5, 2012 to October 31, 2012 (BIDSAL000562-66).
24. Emails between Danielle Steffen, Shawn, Brenda Burns, Amy Ogden, Shamile Touche, dated June 26, 2015 to June 29, 2015 (BIDSAL000567-71).
25. Email between David LeGrand, Benjamin Golshani and Shawn Bidsal, dated November 10, 2011. (BIDSAL000572-74).
26. Snapshot of emails. (BIDSAL000575).
27. Email between Jeff Chain and Shawn Bidsal, dated October 14, 2011 with attachments (BIDSAL000576-585).
28. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated January 10, 2012 with attachments (BIDSAL000586-8).
29. Email between Jeff Chain and Shawn Bidsal, dated January 10, 2012 with attachments (BIDSAL000589-91).
30. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000592-4).

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31. Email between Jeff Chain and Shawn Bidsal, dated March 5, 2012 with attachments (BIDSAL000595-7).
32. Email between Benjamin Golshani and Shawn Bidsal, dated April 22, 2012 with attachments (BIDSAL000598-608).
33. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated July 18, 2012 with attachments (BIDSAL000609-14).
34. Email between Jeff Chain and Shawn Bidsal, dated August 11, 2012 with attachments (BIDSAL000615-19).
35. Email between Jeff Chain and Shawn Bidsal, dated August 13, 2012 with attachments (BIDSAL000620-33).
36. Email between Jeff Chain and Shawn Bidsal, dated September 13, 2012 with attachments (BIDSAL000634-6).
37. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated October 30, 2012 with attachments (BIDSAL000637-42).
38. Snapshot of emails. (BIDSAL000643-44).
39. Grant, Bargain, and Sale Deed recorded September 22, 2011 (BIDSAL000645-648).
40. Broker Opinions of Value (BIDSAL000649-654).
41. Affidavit of Benjamin Golshani dated January 31, 2020. (BIDSAL000655-667)
42. Moosa Haimof Deposition Transcript (BIDSAL000668-1141)

DATED this 19th day of May, 2020.

SMITH & SHAPIRO, PLLC

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 19th day of May, 2020, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a)**, by emailing a copy of the same, with Exhibits, to:

Individual	email address	Title
Louis Garfinkel, Esq.	L.Garfinkel@clgclaw.com	Attorney for CLA
Rodney T Lewin, Esq.	rod@rtlewin.com	Attorney for CLA

 ifer A. Bidwell
An employee of Smith & Shapiro, PLLC

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FEB 24, 2021

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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.)

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

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

I.

LIST OF WITNESSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.

LIST OF DOCUMENTS PRODUCED

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

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

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33. Email between Jeff Chain, Shawn Bidsal, and Benjamin Golshani, dated July 18, 2012 with attachments (BIDSAL000609-14).
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38. Snapshot of emails. (BIDSAL000643-44).
39. Grant, Bargain, and Sale Deed recorded September 22, 2011 (BIDSAL000645-648).
40. Broker Opinions of Value (BIDSAL000649-654).
41. Affidavit of Benjamin Golshani dated January 31, 2020. (BIDSAL000655-667)
42. Moosa Haimof Deposition Transcript (BIDSAL000668-1141)
43. Photos of Green Valley Commerce, LLC's ("GVC") Properties (BIDSAL001142-1275)
44. GVC IRS K-1 Forms from 2011 through 2018 (BIDSAL001276-1291)
45. AIR CRE Broker Inventory Print-out dated May 21, 2020 (BIDSAL001292)
46. AIR CRE Green Valley Broker Inventory Print-out dated May 21, 2020 (BIDSAL001293-1294)
47. AIR CRE Green Valley Listing Print-out dated May 14, 2020 (BIDSAL001295-1298)
48. Green Valley Commerce Center Brochure (BIDSAL001299-1302)
49. Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001303-1307)
50. Green Valley Commerce Center Co-Star Print-out dated May 26, 2020 (BIDSAL001308-1312)
51. Green Valley Commerce Center Floor Plans (BIDSAL001313-1317)

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52. Green Valley Commerce Center and Greenway Real NEX Print-out (BIDSAL001318-1319)
53. Green Valley Co-Star Print-out dated May 26, 2020 (BIDSAL001320-1324)
54. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001325-1328)
55. Greenway Park Plaza Brochure (BIDSAL001329-1333)
56. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001334-1338)
57. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL001339-1343)
58. Greenway Park Plaza Co-Star Print-out dated May 14, 2020 (BIDSAL1344-1348)
59. Green Valley Commerce Center Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Green Valley Commerce Center dated March 16, 2012 (BIDSAL001349-1428)
60. Green Valley Commerce Center Deed in Lieu Agreement dated September 22, 2011 (BIDSAL001429-1446)
61. Green Valley Commerce Center Grant, Bargain and Sale Deed dated September 22, 2011 (BIDSAL001447-1450)
62. Green Valley Commerce Center Settlement Statement dated September 22, 2011 (BIDSAL001451)
63. Green Valley Commerce Center Building C Equity Balance Computation dated April 22, 2013 (BIDSAL001452-1454)
64. Green Valley Commerce Center Building C Grant, Bargain, Sale Deed dated September 10, 2012 (BIDSAL001455-1460)
65. Green Valley Commerce Center Building C Seller's Closing Statement-Final dated September 10, 2012 (BIDSAL001461-1462)
66. Greenway Park Plaza Final Settlement Statement dated March 13, 2013 (BIDSAL001463)
67. Green Valley Commerce Center Building E Equity Balance Computation dated November 17, 2014 (BIDSAL001464-1466)

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68. Green Valley Commerce Center Building E Grant, Bargain, Sale Deed dated November 13, 2014 (BIDSAL001467-1474)
69. Green Valley Commerce Center Building E Seller's Closing Statement - Final dated November 13, 2014 (BIDSAL001475)
70. Green Valley Commerce Center Building B Equity Balance Computation dated August 28, 2015 (BIDSAL001476-1478)
71. Green Valley Commerce Center Building B Grant, Bargain, Sale Deed dated August 28, 2015 (BIDSAL001479-1484)
72. Green Valley Commerce Center Building B Seller's Settlement Statement dated August 31, 2015 (BIDSAL001485)
73. Green Valley Commerce, LLC, IRS Form 7004, Application for Extension for 2018 (BIDSAL001486)
74. Green Valley Commerce, LLC, AZ Form 165, 2018 Tax Return Filing Instructions (BIDSAL001487-1498)
75. Green Valley Commerce, LLC, IRS Form 8879-PE e-file Signature Authorization for 2018 (BIDSAL001499)
76. Green Valley Commerce, LLC, IRS Form 1065, U.S. Return of Partnership Income for 2018 (BIDSAL001500-1518)
77. Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to CLA Properties, LLC for 2018 (BIDSAL001519-1528)
78. Green Valley Commerce, LLC, Schedule K-1 with cover letter from Clifton Larson Allen to Shawn Bidsal for 2018 (BIDSAL001529-1538)
79. Green Valley Commerce, LLC, Listing Agreement for Lease – Cushman & Wakefield, dated May 13, 2019 (BIDSAL001539-1541)
80. Green Valley Commerce, LLC, Invoice #965 to Rock LLC, dated January 18, 2019 (BIDSAL001544)
81. Green Valley Commerce, LLC, Invoices and Payments for Repairs, various dates (BIDSAL001545-1557)

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82. Green Valley Commerce, LLC, Landscape Maintenance Invoices and Payments, various dates (BIDSAL001558-1562)
83. Green Valley Commerce, LLC, Roof Repair Invoice and Payment, dated March 27, 2019 (BIDSAL001563-1568)
84. Green Valley Commerce, LLC, Roof Replacement Estimate and Payment, dated February 22, 2019 (BIDSAL001569-1573)
85. Green Valley Commerce, LLC, Leases and Lease Amendments, various dates (BIDSAL001573-2235)
86. Greenway Park Plaza, Leases and Lease Amendments, various dates (BIDSAL002236-2692)
87. Green Valley Commerce, LLC, Vendor Invoices and Payments, various dates (BIDSAL002693-3096)
88. Greenway Park Plaza, Vendor Invoices and Payments, various dates (BIDSAL003097-3441)
89. Emails between Bidsal and CLA Properties, LLC and/or Benjamin Golshani, various dates (BIDSAL003442-3447)
90. Green Valley Commerce, LLC Profit and Loss Statement, 2017 (BIDSAL003448-3449)
91. Green Valley Commerce, LLC Profit and Loss Statement, 2018 (BIDSAL003450-3451)
92. Green Valley Commerce, LLC Profit and Loss Statement, 2019 (BIDSAL003452-3453)
93. Green Valley Commerce, LLC, Bank Statements, 2017 (BIDSAL003454-3475)
94. Green Valley Commerce, LLC, Bank Statements, 2018 (BIDSAL003476-3499)
95. Green Valley Commerce, LLC, Bank Statements, 2019 (BIDSAL003500-3523)
96. Greenway Park Plaza, Bank Statements, 2017 (BIDSAL003524-3544)
97. Greenway Park Plaza, Bank Statements, 2018 (BIDSAL003545-3568)
98. Greenway Park Plaza, Bank Statements, 2019 (BIDSAL003569-3592)

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99. Greenway Park Plaza, Payments to Waste Management of Arizona, various dates (BIDSAL003593-3607)
100. 2017 GVC General Ledger, dated December 31, 2017, (BIDSAL003608- 3652).
101. 2017 GVC/GW General Ledger, dated December 31, 2017, (BIDSAL003653- 3675).
102. 2017 GVC Profit & Loss Report, dated 2017, (BIDSAL003676- 3677).
103. 2017 GVC/GW Profit & Loss Report, dated 2017, (BIDSAL003678).
104. GVC Depreciation & Amortization Report, dated 2017, (BIDSAL003679- 3680).
105. 2018 GVC General Ledger, dated December 31, 2018, (BIDSAL003681- 3721).
106. 2018 GVC/GW General Ledger, dated December 31, 2018, (BIDSAL003722- 3743).
107. 2018 GVC Profit & Loss Report, dated 2018, (BIDSAL003744- 3745).
108. 2018 GVC/GW Profit & Loss Report, dated 2018, (BIDSAL003746).
109. 2019 GVC General Ledger, dated December 31, 2019, (BIDSAL003747- 3786).
110. 2019 GVC/GW General Ledger, dated December 31, 2019, (BIDSAL003787- 3806).
111. 2019 GVC Profit & Loss Report, dated 2019, (BIDSAL003807- 3808).
112. 2019 GVC/GW Profit & Loss Report, dated 2019, (BIDSAL003809).
113. GVC Master Distributions List, dated 2011-2019, (BIDSAL003810).
114. Clifton Larson Allen Billing Email, dated May 5, 2020, (BIDSAL003811- 3812).
115. Clifton Larson Allen Email, dated July 8, 2020, (BIDSAL003813).
116. Clifton Larson Allen Correspondence, dated July 23, 2020, (BIDSAL003814).
117. GVC QuickBooks native format files, various dates (BIDSAL003815).¹
118. Greenway QuickBooks native format files, various dates (BIDSAL003816).²
119. GVC Lease, Juan Carlos Garcia DBA Sales and Fortune, LLC, dated August 18, 2020 (BIDSAL003817 - 3840).
120. CAM Invoices with Allocation Sheet, dated 2017 (BIDSAL003841 - 3844).
121. CAM Invoices with Allocation Sheet, dated 2018 (BIDSAL003845 - 3848).
122. CAM Invoices with Allocation Sheet, dated 2019 (BIDSAL003849 - 3852).

¹ A copy of this file can be downloaded by going to: <https://www.gvc.com>

² A copy of this file can be downloaded by going to: <https://www.greenway.com>

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123. HOA CAM Charges, dated 2015 (BIDSAL003853).
124. GVC Rock LLC 2018 HOA Invoice, dated January 18, 2019 (BIDSAL003854).
125. GVC 2 Saints 2018 HOA Invoice, dated January 18, 2019 (BIDSAL003855).
126. Green Valley Business Park, Clark County Treasurer, Property Account Inquiry, dated June 30, 2015 (BIDSAL003856 - 3857).
127. GVC, Actual CAM Charges Allocation, dated 2014 (BIDSAL003858).
128. GVC, Actual CAM Charges Allocated, dated 2015 (BIDSAL003859).
129. GVC, Building B, Correspondence from Nevada Title Company, dated August 28, 2015 (BIDSAL003860).
130. GVC, Building B, Financials, Undated (BIDSAL003861).
131. GVC, Building B, Purchase Sale Agreement, dated June 15, 2015 (BIDSAL003862-3875).
132. GVC, Building B, Distributions from Sale, dated September 4, 2015 (BIDSAL003876 - 3877).
133. GVC, Building B, Return of Capital, dated September 4, 2015 (BIDSAL003878 - 3879).
134. GVC, Building B, Seller's Settlement Statement, dated August 31, 2015 (BIDSAL003880).
135. GVC, Mutual of Omaha Bank, Balance Detail Report, dated August 31, 2015 (BIDSAL003881).
136. GVC, Payment, Clark County Treasurer, dated June 30, 2015 (BIDSAL003882).
137. GVC, Profit & Loss Statement, dated January through June 2015 (BIDSAL003883).
138. GVC, Tax Future Depreciation, dated FYE 2015 (BIDSAL003884 - 3885).
139. GVC, Federal Depreciation Schedule, dated December 31, 2012 (BIDSAL003886).
140. Greenway, Rent Roll, dated February 28, 2019 (BIDSAL003887).
141. Greenway, Rent Roll, dated December 31, 2018 (BIDSAL003888).
142. Greenway, Rent Roll, dated October 3, 2017 (BIDSAL003889).
143. GVC Center, Rent Roll, dated February 28, 2019 (BIDSAL003890).

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144. GVC Center, Rent Roll, dated July 2, 2018 (BIDSAL003891).
145. GVC Center, Rent Roll, dated July 28, 2017 (BIDSAL003892).
146. CLA's Demand for Arbitration Form, dated September 26, 2017 (BIDSAL003893-3897).
147. Mission Square, Rent Roll, dated February 1, 2013 (BIDSAL003898).
148. Mission Square, LoopNet Advertisement, dated May 13, 2020 (BIDSAL003899-3905).
149. Bidsal Declaration In Support of Opposition to CLA's Motion to Resolve Member Dispute RE Which Manager Should be Day to Day Manager, dated June 10, 2020 (BIDSAL003906- 3915).
150. Clifton Larson Allen files, produced in response to CLA's Subpoena Duces Tecum to the Custodian of Records of Clifton Larson Allen, which files were produced to CLA on August 11, 2020 (CLA_Bidsal 0001-4367).
151. Green Valley Commerce Center Lease Amendment for Andrew Lyman d/b/a Custom Jacks/WIN Home Inspection, dated November 24, 2020 (BIDSAL003916).
152. Green Valley Commerce Center Rent Roll, dated November 30, 2020 (BIDSAL003917).
153. Greenway Village Rent Roll, dated November 30, 2020 (BIDSAL003918).
154. Empire Landscape Management Invoices to Green Valley Commerce, LLC, various dates (BIDSAL003919-3922).
155. Invoice for Roof Repair, dated September 15, 2017 (BIDSAL003923-3924)
156. Green Valley Commerce Payment for Roof Repair at Shinnyo-En, dated September 26, 2017 (BIDSAL003925).
157. Invoice for Roof Repair, dated September 4, 2017 (BIDSAL003926).
158. Green Valley Commerce Payment for G-70 and H-89 Roof Repair, dated October 13, 2017 (BIDSAL003927).

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159. Payment to Benny Jaques for Tree Service on June 30, 2018, dated July 5, 2018 (BIDSAL003928).
160. Invoices from Backflow Prevention Services Inc to Green Valley Commerce Center, various dates (BIDSAL003929-3931).
161. Invoice from Boss Plumbing to 3 Sunset Way, Suites G70 and G72, dated May 11, 2020 (BIDSAL003932).
162. Invoice from Johnny's landscaping for work performed at G.V.C., dated September 28, 2020 (BIDSAL003933).
163. Invoice from D & R Hydrant, Inc for work performed at Green Valley Commerce Center, dated May 27, 2020 (BIDSAL003934).
164. Invoice from Sunbelt Rentals for work performed at Green Valley Center, dated June 17, 2020 (BIDSAL003935).
165. Invoices from Felix G. Alvaro Jr for work performed at green valley, various dates (BIDSAL003936-3937).
166. Invoice from D & R Hydrant, Inc for work performed at Green Valley Commerce Center, dated May 27, 2020 (BIDSAL003938).
167. Payment to Christopher L. Carter, dated May 4, 2020 (BIDSAL003939).
168. Invoice for Christopher L. Carter, dated May 4, 2020 (BIDSAL003940).
169. Payments to and Invoices for Eugene Halls, various dates (BIDSAL003941-3949).
170. Payment to Molly Ann Stamper, dated June 30, 2020 (BIDSAL003950).
171. Invoice for Molly Ann S., dated June 26, 2020 (BIDSAL003951).
172. Payment to Juan Trigueros, dated May 18, 2020 (BIDSAL003952).
173. Invoice for Juan Trigueros, dated May 15, 2020 (BIDSAL003953).
174. Payment to Juan Trigueros, dated June 4, 2020 (BIDSAL00003954).
175. Invoice for Juan Trigueros, dated May 30, 2020 (BIDSAL003955).
176. Payment to Omar Antonio Aburto Salinas, dated March 17, 2020 (BIDSAL003956).

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177. Invoice for repairs to Green Valley at H-80, dated March 17, 2020 (BIDSAL003957).
178. Payment to Angel Jesus Perez, dated May 4, 2020 (BIDSAL003958).
179. Invoice for Angel Jesus Perez, dated May 4, 2020 (BIDSAL003959-3960).
180. Green Valley Commerce Center, LLC Entity Details from the Secretary of State, Nevada, dated June 14, 2011 (BIDSAL003961-3962).
181. American Nevada Company, LLC Entity Details from the Secretary of State, Nevada, dated June 14, 2011 (BIDSAL003963-3964).
182. American Nevada Holdings, LLC Entity Details from the Secretary of State, Nevada, dated June 14, 2011 (BIDSAL003965-3966).
183. Silver Springs, Inc. Entity Details from the Secretary of State, Nevada, dated June 14, 2011 (BIDSAL003967-3970).
184. Assignment of Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and Other Loan Documents, Instrument No. 201105120001222, recorded on May 12, 2011 (BIDSAL003971-3976).
185. Assignment of Assignment of Leases and Rents, Instrument No. 201105120001223, recorded on May 12, 2011 (BIDSAL003977-3982).
186. UCC Financing Statement for GCCFC 2007-GG11 Sunset Office, LLC, Instrument No. 201105120001224, recorded on May 12, 2011 (BIDSAL003983-3984).
187. Notice of Completion, Instrument No. 201103230002256, recorded on March 23, 2011 (BIDSAL003985-3988).
188. Green Valley Commerce, LLC Pre-Negotiation Correspondence to Green Valley Commerce Center, LLC, dated June 10, 2011 (BIDSAL003989-3992).
189. Assignment and Assumption of Agreements between Real Equities, LLC and Green Valley Commerce, LLC, dated May 31, 2011 (BIDSAL003993-3995).
190. Email from Auction.com to Shawn Bidsal with attachments, dated May 20, 2011 (BIDSAL003996-3999).
191. Correspondence from Auction.com to Real Equities, LLC, and Shawn Bidsal, dated May 19, 2011 (BIDSAL004000-4067).

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192. Amendment to Agreements between GCCFC 2007-GG11 Sunset Office, LLC, Real Equities LLC, and LNR Partners, LLC regarding the Green Valley Commerce Center, effective date May 19, 2011 (BIDSAL004068-4070).
193. Real Equities, LLC, Silverflume Business Entity Search, dated December 3, 2020 (BIDSAL004071-4072).
194. Assignment of Deed of Trust between GCCFC 2007-GG11 Sunset Office, LLC and Green Valley Commerce, LLC Instrument No. 201106170002963, recorded on June 17, 2011 (BIDSAL004073-4075).
195. Assignment of Assignment of Leases and Rents, Instrument No. 201106170002964, recorded June 17, 2011 (BIDSAL004076-4078).
196. REDC Winning Bidder Confirmation for Property Address 3 Sunset Way, Henderson, NV, 89014, dated May 19, 2011(BIDSAL004079).
197. LaSalle Bank Correspondence regarding loan name: Green Valley Commerce Center, dated July 17-18, 2007(CONFIDENTIAL: BIDSAL004080-4095).
198. Borrower's Certificate for Green Valley Commerce Center, LLC, dated July 17, 2007 (CONFIDENTIAL BIDSAL004096-4104).
199. Environmental and Hazardous Substance Indemnification Agreement regarding Green Valley Commerce Center, LLC, dated July 10, 2007 (CONFIDENTIAL BIDSAL004105-4115).
200. LNR Partners, LLC and Wells Fargo Correspondence to Green Valley Commerce Center, LLC, dated December 7-9, 2010 and January 13, 2011 (CONFIDENTIAL BIDSAL004116-4136).
201. LNR Partners, LLC Preliminary Valuation Analysis for 3 Sunset Way, Henderson, NV 89014, dated January 21, 2011 (BIDSAL004137-4164).
202. Santoro, Driggs, Walch, Kearney, Holley & Thompson correspondence to Goldman Sachs Commercial Mortgage Capital, L.P. regarding the Green Valley Commerce Center, dated July 17, 2007 (CONFIDENTIAL BIDSAL004165-4175).

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203. Deed of Trust Note for Green Valley Commerce Center, LLC, dated July 17, 2007 (CONFIDENTIAL BIDSAL004176-4185).
204. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing for Green Valley Commerce Center, LLC, dated July 17, 2007 (CONFIDENTIAL BIDSAL004186-4275).
205. LaSalle Bank, Mortgage Loan Schedule for Loan Name: Green Valley Commerce Center, dated July 18, 2007 (CONFIDENTIAL BIDSAL004276-4281).
206. Self-Contained Appraisal Report for Green Valley Commerce Center, dated January 31, 2011 (CONFIDENTIAL BIDSAL004282-4421).
207. Loan Cooperation Agreement for Green Valley Commerce Center, LLC, dated July 17, 2007 (CONFIDENTIAL BIDSAL004422-4429).
208. Leasing Guaranty for the Green Valley Commerce Center, LLC loan, dated July 17, 2007 (CONFIDENTIAL BIDSAL004430-4445).
209. Guaranty for the Green Valley Commerce Center, LLC loan, dated July 17, 2007 (CONFIDENTIAL BIDSAL004446-4460).
210. Green Valley Commerce, LLC Assignment of Leases and Rents, Instrument No. 20070717-0004926, recorded on July 17, 2007 (BIDSAL004461-4481).
211. UCC Financing Statement for Green Valley Commerce Center, LLC, Instrument No. 20070717-0004927, recorded on July 17, 2007 (BIDSAL004482-4489).
212. Allonge to the Promissory Note dated July 17, 2007 (BIDSAL004490).
213. Allonge to the Deed of Trust Note executed by Green Valley Commerce Center, LLC, dated July 17, 2007 (BIDSAL004491).
214. Allonge to the Deed of Trust Note dated July 17, 2007 (BIDSAL00004492).
215. Loan Policy of Title Insurance for Green Valley Commerce Center, LLC, dated July 17, 2007 (CONFIDENTIAL BIDSAL004493-4527).
216. Certificate of Existence with Status in Good Standing for Green Valley Commerce, LLC, dated July 7, 2007 (BIDSAL004528).

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217. Certificate of Existence with Status in Good Standing for American Nevada Company, LLC, dated July 11, 2007 (BIDSAL004529).
218. Certificate of Existence with Status in Good Standing for Silver Springs Inc., dated July 3, 2007 (BIDSAL004530).
219. Certificate of Existence with Status in Good Standing for American Nevada Holdings, LLC, dated July 3, 2007 (BIDSAL004531).
220. Manager's Consent and Subordination of Management Agreement made by American Nevada Realty, LLC, manager of Green Valley Commerce Center, LLC, dated July 17, 2007 (BIDSAL004532-4540).
221. UCC Financing Statement Amendment for GCCFC 2007-GG11 Sunset Office, LLC, filing date July 20, 2007 (BIDSAL004541-4542).
222. Initial List and Business License filing Nevada Secretary of State for Green Valley Commerce, LLC, dated June 9, 2011 (BIDSAL004543-4545)
223. Allonge to Deed of Trust Note made by Green Valley Commerce Center, LLC, undated (BIDSAL004546-4547).
224. Assignment of Assignment of Leases and Rents to Green Valley Commerce, LLC, effective date of June 3, 2011 (BIDSAL004548-4550).
225. Assignment of Deed of Trust to Green Valley Commerce, LLC, effective date of June 3, 2011 (BIDSAL004551-4553).
226. Assignment of Loan Documents to Green Valley Commerce, LLC, effective date of June 3, 2011 (CONFIDENTIAL BIDSAL004554-4556).
227. Receipt, Seller GCCFC 2007-GG11 Sunset Office, LLC, Buyer Green Valley Commerce, LLC, undated (CONFIDENTIAL BIDSAL004557-4560).
228. IRS Assignment of Employer Identification Number for Green Valley Commerce, LLC, Shawn Bidsal Sole Member, dated June 13, 2011 (CONFIDENTIAL BIDSAL004561-04562).
229. **Green Valley Commerce, LLC Bank of America Bank Statements, dated December 2020 (CONFIDENTIAL BIDSAL004563-4574).**

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230. Green Valley Commerce, LLC CIT Bank Statements, various dates (CONFIDENTIAL BIDSAL004575-4603).
231. Green Valley Commerce, LLC Bank of America Business Signature Card Form, dated February 19, 2021 (CONFIDENTIAL BIDSAL004604).
232. Green Valley Commerce, LLC, Greenway Account, Bank of America Business Signature Card Form, dated February 19, 2021 (CONFIDENTIAL BIDSAL004605).
233. Email Chain from Benjamin Golshani to Shawn Bidsal, RE: Management Agreement, dated September 13-14, 2011 (BIDSAL004606).
234. Email Chain from Benjamin Golshani to Shawn Bidsal, dated September 13-14, 2011 (BIDSAL004607).
235. Green Valley Commerce Center, LLC, Cash Reconciliation Summary, dated October 1, 2010 through September 14, 2011 (BIDSAL004608-004612).
236. Green Valley Commerce's Communications with Potential Tenants, various dates (BIDSAL004613-004786).
237. First Amendment to the Lease Agreement between Green Valley Commerce, LLC and Andrew Lynam DBA Custom Jacks/WIN Home Inspection, dated November 24, 2020 (BIDSAL004784).
238. Lease Agreement between Green Valley Commerce, LLC and Juan Carlos Garcia DBA Sales and Fortune, LLC, dated August 16, 2020 (BIDSAL004788-004812).
239. Eighth Amendment to the Lease Agreement between Green Valley Commerce, LLC and Green Valley Church of Christ, dated March 16, 2020 (BIDSAL004813-004814).
240. Fourth Amendment to the Lease Agreement between Green Valley Commerce, LLC and Shinyo-EN-USA, dated February 2019 (BIDSAL004815-004819).

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241. **Green Valley Commerce's Communications with Potential Tenants, various dates (CONFIDENTIAL BIDSAL004815-004903).**

242. **Lease Agreement between Green Valley Commerce, LLC and Willard Schroeder, dba, Silver Diamond Ent, Budget Mail, dated February 23, 2021 (BIDSAL004904-4925).**

DATED this 24th day of February, 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 Claimant, Shawn Bidsal

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 24th day of February, 2021, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S FIFTH SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO JAMS RULE 17(a)**, by email to the following:

Individual	Email address	Title
Louis Garfinkel, Esq	LouisGarfinkel@garfinkel.com	Attorney for CLA
Rodney T Lewin, Esq	roch@rlewin.com	Attorney for CLA
Douglas D. Gerrard, Esq	doug.gerrard@gerrard-law.com	Attorney for Bidsal

A Jennifer A. Willard
 An employee of Smith & Shapiro, PLLC

X

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 Nevada Bar No. 3416
 LEVINE & GARFINKEL
 1671 W. Horizon Ridge Pkwy, Suite 230
 Henderson, NV 89012
 Tel: (702) 673-1612/Fax: (702) 735-2198
 Email: ~~louis@levineandgarfinkel.com~~

SHAWN BIDSAL, an individual,

Claimant,

v

CLA PROPERTIES, LLC, a California
 limited liability company,

Respondent and
 Counterclaimant

JAMS Ref. No. 1260005736

Arbitrator : Hon David T. Wall

CLA'S Rule 20 Disclosures

I

List of Witnesses

1. Ben Golshani (2 hours) ¹
2. Shawn Bidsal (3 hours)
3. David LeGrand (2 hours)
4. Jim Main (1.5 hour)

¹ The estimated times herein do not include cross examination or redirect

1 5. Daniel Gerety (2.5 hours)

2 6. Person Most Knowledgeable of Clifton Larson & Allen (1 hour)

3 7. Person Most Knowledgeable of West Coast Investments, Inc. (1 hour)

4 8. Kasandra Schindler (.25 hour)

5 9. Jeff Chain (.5 hour)

6 10. Raul Palomares (.5 hour)

7 11. Henry Manabat (.5 hour)

8 12. Such additional witnesses as are necessary to authenticate evidence and/or to refute
9 everybody evidence presented by Bidsal.

10 II

11 Short Description of Testimony

12 1. Ben Golshani is expected to testify about the intended meanings of portions of the
13 Green Valley Operating Agreement ("Operating Agreement") and the proper calculation of the
14 purchase price. He's also expected to testify concerning communications with Shawn Bidsal and to
15 introduce emails and other documents into evidence, as well as provide testimony and rebuttal to
16 Bidsal's testimony and claims.

17 2. Shawn Bidsal is expected to testify about his negotiation with Ben Golshani relative to
18 formation of Green Valley, the Operating Agreement, communications with Ben Golshani and
19 David LeGrand, property management of Green Valley's properties, West Coast Investment Inc,
20 contributions that he has made and generally concerning the counter claims made by CLA in this
21 matter.

22 3. David LeGrand is expected to testify about the drafting of portions of the Operating
23 Agreement.

1 agreement, and the intended meaning thereof, and his communications with Shawn Bidsal and Ben
2 Golshani relating thereto, and to authenticate certain emails and other documents into evidence.

3 3. Jim Main is expected to testify about the accounting work performed by him and his
4 company for Green Valley, his communications with Shawn Bidsal and Ben Golshani, and to
5 authenticate certain emails and other documents into evidence
6

7 4. Daniel Gerety is expected to testify in his capacity as an expert witness regarding the
8 appropriate calculation of the purchase price, the capital contributions of the members, the nature of
9 distributions made to the members, this amount of over distributions to Shawn Bidsal, the
10 appropriate allocations of return of capital an ordinary income, and generally about the claims to
11 the extent related to accounting matters assertive by CLA in its counterclaim. He's also expected to
12 provide rebuttal testimony concerning the opinions offered by Chris Wilcox.
13

14 5. The person most knowledgeable of Clifton Larson and Allan is expected to testify, to
15 the extent not covered by Jim Main, concerning work performed by the company, communications
16 with Shawn Bidsal or his agents, Ben Golshani, as well as certain emails and other documents and
17 evidence.
18

19 6. The person most knowledgeable of West Coast Investments Inc. ("West Coast" is
20 expected to testify concerning West Coast property management and leasing activities for Green
21 Valley and its properties
22

23 7. Henry Manabat is expected to testify concerning his work at West Coast,
24 communications with Shawn Bidsal and other West Coast employees and agents as well as Ben
25 Golshani relating to Green Valley accounting and other matters including payments made for Green
26 Valley
27

28 8. Kasandra Schindler is expected to testify concerning funds on hand of Ben Golshani as
well as the interest earned by Ben Golshani and such funds.

10. Jeff Chain is expected to testify concerning Communications with Shawn Bidsal and Ben Golshani, his management of Green Valley properties, and his as observation thereof communications regarding those properties. He is also expected to authenticate certain documents into evidence

0000 Expert Reports

- 11 1 Dan Gerety's expert report;
12 2. Dan Gerety's supplemental report;
13 3. Dan Gerety's rebuttal report;
14

List of Exhibits

18 See attached exhibit log. CLA reserves the right to designate additional exhibits and amend and
19 modify the attached exhibit log.

Dated: March 15 2021.

By:
 RODNEY T. LEWIN, ESQ
 Attorneys for CLA

CERTIFICATE OF SERVICE

hereby certify that I am the principal of Law Offices of Rodney T. Lewin, and that on the 13th day of March, 2021 I served a true and correct copy of the foregoing CLA'S INITIAL DESIGNATION OF EXPERT WITNESSES by:

 X Electronic Service through Jams Access

Dated: March 15, 2021

LAW OFFICES OF RODNEY T. LEWIN,
A Professional Corporation

By: /s/ [REDACTED]
RODNEY T. LEWIN, ESQ.
Attorneys for CLA

EXHIBIT 256

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Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT'S REPLY IN SUPPORT OF 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 Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorneys' Fees and Costs (the "Reply"). This Reply 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 17th day December, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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

I.

PREFATORY STATEMENT

What has become clear in the Respondent/Counterclaimant CLA Properties, LLC's ("CLA") Opposition to Claimant Bidsal's Application for Attorneys' Fees and Costs (the "Opposition") is that CLA has not been acting as a good faith participant in this Arbitration. This has been a recurring theme throughout the entire Arbitration. CLA has repeatedly acted to intentionally drive up the fees and costs incurred by both parties. Now, after Bidsal has prevailed in the Arbitration, CLA complains about Bidsal's attorney's fees and costs, much of which is directly attributable to CLA's actions. The lack of good faith on CLA's part will be highlighted below, to refute the CLA's arguments that Bidsal incurred fees and costs that are unjustified. CLA also objects to Bidsal protecting his attorney-client and work product privileges by only providing his invoices for an *in camera* review by the Arbitrator. However, CLA can point to no contractual or legal requirement that Bidsal provide CLA with its bills. The Green Valley Commerce Operating Agreement contains no such requirement, only stating that the Arbitrator is to "award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party." Bidsal is the prevailing party. Bidsal has notified CLA of the amount of his fees and expenses and has provided the Arbitrator with a full breakdown of such fees and expenses. Bidsal has thus satisfied all contractual or legal requirements to be awarded his fees.

II.

LEGAL AUTHORITY**A. THE GREEN VALLEY COMMERCE, LLC OPERATING AGREEMENT CONTROLS.**

As is stated in the Interim Award, "[i]n interpreting a contract, the intent of the parties shall be effectuated, which may be determined in light of the surrounding circumstances *if not clear from the contract itself.*" See Interim Award quoting Anvui, LLC v. G.L.Dragon, LLC, 123 Nev. 212, 215 (2007). While many of the terms of the Green Valley Commerce, LLC Operating Agreement ("GVC OA") are admittedly ambiguous, the attorney's fees and costs provision is NOT ambiguous.

1 A true and correct copy of the GVC OA is attached hereto as *Exhibit “4”* and is incorporated herein
2 by this reference.

3 Article III of the GVC OA addresses Members’ Meetings and Deadlock. Section 14, of
4 Article III states: “In the event that Members reach a deadlock that cannot be resolved with a respect
5 to an issue that requires a ninety percent vote for approval, then either Member may compel
6 arbitration of the disputed matter as set forth in Subsection 14.1”. This provision is the section
7 under which the current Arbitration was initiated.

8 Subsection 14.1 is entitled Dispute Resolution and states in pertinent part, “The fees and
9 expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them
10 from time to time as required; *provided that at the conclusion of the arbitration, the arbitrator*
11 *shall award costs and expenses (including the costs of the arbitration previously advanced and*
12 *the fees and expenses of attorneys, accountants and other experts)* to the prevailing party. See
13 Exhibit “4” at Article III, Section 14, Subsection 14.1. (emphasis added). The Operating
14 Agreement, which controls this issue, is very clear in stating that the prevailing party must be
15 awarded costs, expenses, attorney’s fees, accountant’s fees, and expert fees. *Id.* Further, under this
16 plain and clear language, the award of attorney’s fees and costs in favor of the prevailing party is
17 mandatory, not discretionary or permissive. *Id.*

18 **B. PRODUCTION OF INVOICES TO RESPONDENT IS NOT REQUIRED.**

19 CLA spends four pages of their Opposition contesting the fact that the Smith & Shapiro and
20 Gerrard Cox Larsen invoices (the “*Claimant’s Invoices*”) were not produced to CLA. See Exhibits
21 “1-1” and “2-1”. CLA makes the unsupported statement that “Under Nevada law, Bidsal has the
22 burden...to provide the documentation to support his claim so as to allow CLA to analyze and object
23 if appropriate.” See Opposition at 1:26-2:1. One would think that if there is a Nevada law so
24 specific that it requires Bidsal to provide copies of his attorney’s invoices when requesting an award
25 of attorney’s fees and costs, that CLA would have cited the law. However, CLA’s Motion is devoid
26 of any legal authority which specifically requires Bidsal to provide the opposing party a copy of his
27 attorney’s invoices, which obviously contain privileged information. This glaring deficiency
28

underscores the fact that this phantom requirement is not actually supported by Nevada law, but is instead, a new argument which CLA is attempting to make without legal support.

CLA then attributes the decision to provide the Claimant's Invoices to the Arbitrator, *in camera*, as being equivalent to not satisfying Bidsal's burden of establishing the hours actually expended and the hourly rates charged. Simply because CLA was not provided an opportunity to review the Claimant's Invoices, does not mean those same invoices, which are in the possession of the Arbitrator, are insufficient to satisfy Bidsal's burden of establishing the amounts of fees and costs incurred. Once again, CLA fails to cite any case law to support this faulty assertion. Bidsal also notes that the number of hours expended by each attorney and that attorney's hourly rate was included in the pending Motion to give full notice to CLA of the amounts sought.

1. CLA's Reliance Upon Christian Research Ins. Is Misplaced.

While CLA was obviously unable to find any Nevada case law to support its argument that a production of the Claimant's Invoices to CLA is mandatory, they do cite a California case, which is not controlling, persuasive or applicable. The California case cited by CLA is Christian Research Inst. v. Alnor, 165 Cal. App. 4th 1315, 81 Cal.Rptr.3d 866 (Cal. App. 2008). Christian Research, states, "...the court may require [a] defendant[] to produce records sufficient to provide "a proper basis for determining how much time was spent on particular claims." *Id.* quoting ComputerXpress, Inc. v. Jackson (2001) 93 Cal.App.4th 993 1020, 113 Cal.Rptr.2d 625. Of course, the Christian Research case describes how a California court is to determine an award of fees under specific California statutes, none of which apply in this case. This is a matter decided through arbitration, not a judicial proceeding. The attorney's fees are awarded by contract, not by a California statute, and California procedural law has no applicability to this arbitration, which is governed by the Operating Agreement and specific arbitration rules. Furthermore, Bidsal did produce, to the Arbitrator, records sufficient to provide a proper basis for determining how much time was spent in this matter and on all the actions taken throughout this matter. The Claimants' Invoices allow for the Arbitrator to assess the staffing, time spent by the staff and counsel, and the reasonableness of the time spent by staff and counsel. Christian Research does not stand for the proposition that opposing counsel is entitled to receive such records.

1 **2. In Camera Review of Invoices is NOT Prohibited by Nevada Case Law.**

2 CLA next cites to the matter of Reno Newspapers, Inc. v. Gibbons, 127 Nev. Adv.
3 Op. 79, 266 P.3d 623 (Nev. 2011).¹ Reno Newspapers has absolutely nothing to do with attorney's
4 fees and costs. In fact, the matter heard by the Nevada Supreme Court had to do with the State of
5 Nevada's prelitigation responsibilities, as opposed to the post-arbitration matters currently before
6 your Honor. *Id.* The primary issue in Reno Newspapers was "...whether, after the commencement
7 of a public records lawsuit, the state entity withholding the requested records is required to provide
8 the requesting party with a log containing a factual description of each withheld record and a legal
9 basis for non-disclosure." *Id.* First, this Arbitration is not a public records lawsuit. Second Bidsal
10 is not a state entity, but a private individual. Third, CLA did not request the records at issue during
11 the course of the Arbitration. In short, Reno Newspapers is irrelevant to the present Motion.

12 **3. The Brunzell Factors Do NOT Have to be Proven to CLA.**

13 As set forth above, CLA has asserted that the Motion does not set out in detail how
14 counsel for Bidsal spent their time in preparing for and arguing this matter. This is patently untrue.
15 Just because CLA was not provided the details contained in Claimant's Invoices, does not mean
16 those same invoices failed to contain a complete description of what was done.

17 CLA incorrectly attributes a burden to Bidsal that simply does not exist under the Operating
18 Agreement or any law applicable to this Arbitration, that it is Bidsal's "...burden to provide
19 sufficient detailed information to allow CLA to ascertain and comment upon the precise number of
20 hours billed for individual motions, the exact number of hours spent by Bidsal's attorneys in
21 discovery, the exact number of hours spent by Bidsal's attorneys on briefs, the exact number of
22 hours spent at hearings and preparation, the exact amount of time Bidsal's attorneys spent for a
23 designated reply brief, the exact number of hours spent by Bidsal's attorneys in regard to the award
24 and the exact number of hours Bidsal's attorney spent on the fee application." See Opposition at
25 4:10-17. However, this alleged standard not supported by the language in the Operating Agreement
26 nor any applicable legal authority (as evidenced by the utter lack of any citation). Even the

27 _____
28 ¹ The Opposition incorrectly states the name of this matter as Gibbons v. The State of Nevada, however, the
case citation is for Reno Newspapers, Inc. v. Gibbons.

1 inapplicable legal authority relied upon by CLA, Brunzell v. Golden Gate Nat. Bank, 455 P.2d 31,
 2 85 Nev. 345 (Nev. 1969), states “[f]urthermore, good judgment would dictate that each of these
 3 factors be [85 Nev. 350] given consideration by the trier of fact and that no one element should
 4 predominate or be given undue weight.” (*Citations omitted, emphasis added*). Clearly, Brunzell
 5 was not contemplating that the opposing party had any right to weigh the Brunzell factors, but rather
 6 the trier of fact, in this case the Arbitrator, be the party that performed this function. The trier of
 7 fact in this matter, has all the relevant information before him, to fully and accurately assess the fees
 8 under the Brunzell factors.

9 **C. RESPONDENT’S CONTRARY ARGUMENTS RE: AWARDS TO PREVAILING**
 10 **PARTY.**

11 CLA improperly and repetitively asserts a standard which does not exist. CLA argues that
 12 Nevada law requires Bidsal to provide Claimant’s Invoices to CLA to assess. However, CLA is
 13 unable to cite to a single legal authority standing for such a proposition. After making this
 14 unfounded argument, CLA then moves on to another unfounded argument: that Bidsal is
 15 unauthorized to seek attorney fees and/or costs associated with motions for which Bidsal did not
 16 prevail. To be clear, nothing in the GVC OA makes mention that fees and costs are granted per
 17 motion, only per arbitration, which will be discussed further below.

18 **1. The Green Valley Commerce Operating Agreement Language is Controlling.**

19 As previously stated, the GVC OA is the controlling language in the present
 20 Application. However, instead of citing to the GVC OA, CLA cites to the case of Barney v. Mt.
 21 Rose Heating & Air Conditioning, 373 P.3d 894 (TABLE) (Nev. 2011) for the proposition that
 22 “...attorneys’ fees should not be awarded on matters on which the moving party did not prevail.”
 23 See Opposition at 5:14-16. This standard is clearly not applicable to the present Arbitration.

24 In Barney, post judgment attorney fees and costs were awarded under statutory law,
 25 specifically NRS 108.237(1). Id. NRS 108.237(1) states in pertinent part, “The court shall award
 26 to a prevailing lien claimant...attorney’s fees, if any and interest. The court shall also award to the
 27 prevailing lien claimant...the costs of the proceedings, including without limitation, reasonable
 28 attorney’s fees, the costs for representation of the lien claimant in the proceedings, and any other

1 amounts as the court may find to be justly due and owing the lien claimant.” *See* NRS 108.237(1).
 2 The Nevada Supreme Court in Barney remanded the Court’s order awarding attorney’s fees and
 3 costs because the district court did not make specific findings regarding the award’s reasonableness.
 4 *See Barney v. Mt. Rose Heating & Air Conditioning*, 373 P.3d 894 (TABLE) (Nev. 2011). Hence
 5 the court in Barney, under the statute, had to decide which fees incurred were reasonable and which
 6 were not.

7 In the present matter, the language controlling the award of attorney fees and costs is not the
 8 statute followed in Barney. In fact, it is not a statute at all, but rather a contract. The contract
 9 between Bidsal and CLA that controls the issue of attorney’s fees and costs is the GVC OA. Most
 10 importantly, the contract controlling in this instance has NONE of the same language as NRS
 11 108.237(1) requiring a reasonableness assessment for an award of attorney fees and costs.
 12 Additionally, the GVC OA does not require an assessment or breakdown of prevailing party by
 13 motion, only as to the individual arbitration.

14 The GVC OA at Article III, Section 14.1 states in pertinent part, “The fees and expenses of
 15 JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time
 16 to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award
 17 costs and expenses (including the costs of arbitration previously advanced and the fees and
 18 expenses of attorneys, accountants and other experts) to the prevailing party. *See* Exhibit “4”.
 19 (emphasis added). Of note, the contract does not say anything about an assessment of whether or
 20 not the fees and expenses incurred by the prevailing party need to be reasonable, only that the
 21 Arbitrator must award costs and expenses to the prevailing party at the conclusion of the arbitration.
 22 Nevertheless, the fees and costs incurred by Bidsal were both necessary and reasonable.

23 The prevailing party at the conclusion of the Arbitration, as stated in the Interim Award, is
 24 Bidsal. Based on the GVC OA, ALL fees and expenses as delineated must be awarded to the
 25 prevailing party, in this instance, Bidsal. This clause of the GVC OA makes CLA’s arguments as
 26 to the appropriateness of the fees and costs irrelevant, and also makes their detailed analysis
 27 (however correct or incorrect) of who was the prevailing party on each motion, completely
 28

1 irrelevant. The GVC OA on this matter is clear, the prevailing party at the conclusion of the
2 arbitration is awarded his costs, fees and expenses of the entire arbitration.

3 While CLA would like to withhold payment of arbitration fees and costs based upon who
4 prevailed upon each motion, that is not the requirement of the GVC OA. However, even if it was
5 (which it was not), CLA's analysis of winners and losers is entirely erroneous, as set forth below.

6 **2. CLA's Motion to Remove Bidsal as Manager – The First CLA Motion**

7 CLA does not even mention the First CLA Motion in the Opposition, indicating that
8 Bidsal was obviously the prevailing party on the First CLA Motion. However, who won or lost
9 this motion is irrelevant as the GVC OA controls and the language is clear that the award of attorney
10 fees and costs goes to the party that prevails at the conclusion of the Arbitration.

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

12 The Second CLA Motion shows CLA's true colors and lack of good faith. The
13 Second CLA Motion was unnecessary and CLA could have avoided the entire motion practice if it
14 had engaged in a good faith effort to resolve the matter without Arbitrator intervention or motion
15 practice. CLA attempts to shift the blame for its unnecessary motion by arguing that Bidsal did not
16 "offer a date by which he would answer these critical questions." See Opposition at 6:10-12. This
17 statement begs the question, of why then CLA did not propose a date. The lack of good faith efforts
18 on the part of CLA, led directly to the costs incurred by both parties in this unnecessary motion
19 practice, which was never opposed by Bidsal. However, once again, who won or lost this motion
20 is irrelevant as the GVC OA controls and the language is clear that the award of attorney fees and
21 costs goes to the party that prevails at the conclusion of the Arbitration.

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

23 The Third CLA Motion was granted as to a single interrogatory, despite the fact that
24 CLA was complaining about eleven different discovery responses. Therefore, Bidsal prevailed on
25 91% percent of the Third CLA Motion, yet CLA attempts to paint it prevailing on one of eleven
26 disputed responses as a victory. Additionally, CLA admitted to failing to meet and confer with
27 Bidsal prior to bringing the Third CLA Motion, clearly demonstrating, once again, CLA's lack of
28 good faith. However, who won or lost this motion is irrelevant as the GVC OA controls and the

1 language is clear that the award of attorney fees and costs goes to the party that prevails at the
2 conclusion of the Arbitration.

3 **5. CLA's Motion to Continue Proceedings – The Fourth CLA Motion.**

4 The Fourth CLA Motion likewise highlights the lack of good faith on the part of
5 CLA. CLA asserts that it attempted to meet and confer with Bidsal in an effort to come to an
6 agreement to continue the arbitration proceedings and that Bidsal was not amenable. What CLA
7 neglects to mention is that it never told Bidsal about what the Arbitrator described as "...a somewhat
8 unexpected and robust discovery and trial schedule for an unrelated Ventura County, California
9 case..." which was the very basis under which the Arbitrator granted the Fourth CLA Motion. Had
10 CLA been forthcoming with Bidsal from the beginning, rather than holding this information until
11 the last possible minute, Bidsal's response, likely would have been vastly different, but we will
12 never know, as CLA elected to spring this information upon both the Arbitrator and Bidsal only
13 after Bidsal's Opposition to the Fourth CLA Motion had been filed. However, once again, who
14 won or lost this motion is irrelevant as the GVC OA controls and the language is clear that the award
15 of attorney fees and costs goes to the party that prevails at the conclusion of the Arbitration.

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

17 CLA claims victory on the Fifth CLA Motion, which Bidsal does not deny. Yet once
18 again, who won or lost this motion is irrelevant as the GVC OA controls and the language is clear
19 that the award of attorney fees and costs goes to the party that prevails at the conclusion of the
20 Arbitration.

21 **7. CLA's Motion to Compel Main Deposition – the Sixth CLA Motion.**

22 CLA sixth Motion was its Motion to Compel Main's Deposition, and CLA admits it
23 lost this motion, stating "CLA acknowledges that this is not a motion Bidsal lost." *See* Opposition
24 at 7:22. Under their own analysis therefore, Bidsal should be entitled to recover attorney fees and
25 costs for the Sixth CLA Motion. An outcome that should be a given, as the GVC OA controls and
26 the language is clear that the award of attorney fees and costs goes to the party that prevails at the
27 conclusion of the Arbitration.

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1 **8. CLA's Motion for Orders – The Seventh CLA Motion.**

2 CLA attempts to re-argue the outcome of the Seventh CLA Motion, because they are
3 unhappy with the outcome which was in favor of Bidsal. However, this Motion was decided by
4 the Arbitrator and this Opposition is not the time, nor the place, for additional arguments on the
5 merits of the respective motions. Of the eight orders that CLA sought in the Seventh CLA Motion,
6 two were found to be moot. A finding that a matter is moot, indicates that the matter is irrelevant.
7 In those instances, in which the Arbitrator ruled the issue moot, the Arbitrator did not determine a
8 winner or a loser, he only announced the matter to no longer be relevant. As to the other six matters,
9 the Arbitrator denied the requests without prejudice. CLA's attempt to re-argue the Seventh CLA
10 Motion through this Motion for Attorney's Fees, once again highlights its bad faith. *See* Opposition
11 at 5:14-16. Under CLA's own analysis, Bidsal should be entitled to recover attorney fees and costs
12 for the Seventh CLA Motion. An outcome that should be a given, as the GVC OA controls and the
13 language is clear that the award of attorney fees and costs goes to the party that prevails at the
14 conclusion of the Arbitration.

15 **9. CLA's Motion in Limine – Taxes – The Eighth CLA Motion.**

16 CLA does not even mention the Eighth CLA Motion in the Opposition, indicating
17 that Bidsal was obviously the prevailing party on the Eighth CLA Motion. However, who won or
18 lost this motion is irrelevant as the GVC OA controls and the language is clear that the award of
19 attorney fees and costs goes to the party that prevails at the conclusion of the Arbitration.

20 **10. CLA's Motion in Limine – Tender – The Ninth CLA Motion.**

21 CLA does not mention the Ninth CLA Motion in the Opposition, indicating that
22 Bidsal was obviously the prevailing party on the Ninth CLA Motion. However, who won or lost
23 this motion is irrelevant as the GVC OA controls and the language is clear that the award of attorney
24 fees and costs goes to the party that prevails at the conclusion of the Arbitration.

25 **11. CLA's Motion to Withdraw Exhibit – The Tenth CLA Motion**

26 Bidsal acknowledges that the Arbitrator granted the Tenth CLA Motion, while
27 reserving to both parties the right to seek admission of the exhibit for any other purpose during the
28 remainder of the Arbitration hearing. However, who won or lost this motion is irrelevant as the

1 GVC OA controls and the language is clear that the award of attorney fees and costs goes to the
2 party that prevails at the conclusion of the Arbitration.

3 **12. CLA's Motion Re: David LeGrand – The Eleventh CLA Motion.**

4 CLA also wants to re-argue the Eleventh CLA Motion rather than admit that it did
5 not prevail on this motion. However, CLA does admit that the Arbitrator decided "...it is the
6 determination of the Arbitrator that LeGrand cannot be compelled to testify if he harbors concerns
7 that his testimony would potentially run afoul of Nevada's Rules of Professional Conduct." *See*
8 Interim Award. Under CLA's own analysis therefore, Bidsal should be entitled to recover attorney
9 fees and costs for the Eleventh CLA Motion. An outcome that should be a given, as the GVC OA
10 controls and the language is clear that the award of attorney fees and costs goes to the party that
11 prevails at the conclusion of the Arbitration.

12 The reality is that all lawsuits include motion practice, some of which one party will win,
13 some of which the other party will win. However, at the end of the day, these motions are part of
14 the case as a whole, and under the plain language of the GVC OA, the award of attorney's fees for
15 the prevailing party is to include all attorney's fees incurred by the party that ultimately prevailed.

16 **D. THERE IS CLEARLY A BASIS FOR AN AWARD OF COSTS.**

17 CLA cites to the case of Cadle v. Woods & Erickson, LLP, 345 P.3d 1049, 131 Nev. Adv.
18 Op 15 (Nev. 2015) for the proposition that the memorandum of costs in this Arbitration is not valid
19 as it is not "verified by the oath of the party." *See* Opposition at 9:11-14. However, this standard
20 is not applicable to the present Arbitration.

21 In Cadle, the court stated "...NRS 18.110(1) requires a party to file and serve 'a
22 memorandum [of costs] ... verified by oath of the party ...stating that to the best of his or her
23 knowledge and belief the items are correct, and that the costs have been necessarily incurred in the
24 action or proceeding". *See Cadle v. Woods & Erickson, LLP*, 345 P.3d 1049, 131 Nev. Adv. Op
25 15 (Nev. 2015). NRS 18.110(1) states in pertinent part, "The party in whose favor judgment is
26 rendered, and who claims costs, must file with the clerk, and serve a copy upon the adverse party,
27 within 5 days after the entry of judgment, or such further time as the court or judge may grant, a
28 memorandum of the items of the costs in the action or proceeding, which memorandum must be

1 verified by the oath of the party, or the party's attorney or agent, or by the clerk of the party's
2 attorney, stating that to the best of his or her knowledge and belief the items are correct, and that
3 the costs have been necessarily incurred in the action or proceeding." See NRS 18.110(1).

4 In the present matter, there is an award, but no judgment as this is an arbitration, not a
5 lawsuit. Additionally, there is no clerk with whom the memorandum would be filed, nor is there an
6 entry of judgment. NRS 18.110(1) is not the controlling language for the award of costs in the
7 present matter. To be clear NRS 18.110(1) does not require an affidavit of counsel, as is stated by
8 CLA, but rather an oath that to the best of the attorney's knowledge and belief the items are correct
9 and necessarily incurred. See NRS 18.110(1)

10 In fact, the controlling language for costs in the present matter is not a statute at all, but
11 rather a contract. The contract between Bidsal and CLA that controls the issue of attorney fees and
12 costs is the GVC OA. Most importantly, the contract controlling in this instance has NONE of the
13 same language as NRS 18.110(1).

14 The GVC OA at Article III, Subsection 14.1 states in pertinent part, "The fees and expenses
15 of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from
16 time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall
17 award costs and expenses (including the costs of arbitration previously advanced and the fees and
18 expenses of attorneys, accountants and other experts) to the prevailing party. See Exhibit "4".
19 (emphasis added). Of note, the contract does not say anything about verifications, oaths and/or
20 filings.

21 The prevailing party at the conclusion of the Arbitration, as stated in the Interim Award, is
22 Bidsal. Based on the GVC OA, that CLA signed, ALL fees and expenses as delineated must be
23 awarded to the prevailing party, in this instance, Bidsal. This clause of the GVC OA makes CLA's
24 arguments as to the verification of costs irrelevant, and also makes their detailed analysis (however
25 incorrect) of who the prevailing party on each motion was also irrelevant. The GVC OA on this
26 matter is clear, the prevailing party at the conclusion of the arbitration is awarded his/its costs and
27 expenses of the arbitration. However, as the Memorandum of Costs was served upon CLA on
28 November 11, 2021, an additional verification of the same is attached hereto, to alleviate any

1 concerns of CLA that the costs asserted are somehow deemed by Bidsal to be unreasonable,
2 unnecessary or not actually incurred. *See Exhibit “5”*.

3 **E. THE EXPERT FEES ARE BOTH ALLOWABLE AND MANDATORY UNDER THE**
4 **OA.**

5 CLA once again fails to acknowledge the fact that neither the common law nor any Nevada
6 statute controls the requested award of fees and costs when it argues that “[a]n expert witness fee in
7 excess of \$1,500 per witness is permitted only upon a determination that a ‘larger fee was
8 necessary.’” *See* Opposition at 10:9-12 *quoting* Logan v. Abe, 350 P.3d 1139, 131 Nev. Adv. Op.
9 31 (Nev. 2015). The Logan court stated “NRS 18.005(5) allows the recovery of ‘[r]easonable fees
10 of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, *unless*
11 *the court allows a larger fee* after determining that the circumstances surround the expert’s
12 testimony were of such necessity as to require the larger fee.’ (Emphasis added.)” *Id.*

13 Neither Logan, nor NRS 18.005(5) is applicable to the present Arbitration. In fact, the
14 controlling language for costs in the present matter is not a statute at all, but rather a contract. The
15 contract between Bidsal and CLA that controls the issue of attorney fees and costs is the GVC OA.
16 Most importantly, the contract controlling in this instance has NONE of the same language as NRS
17 18.005(5).

18 The GVC OA at Article III, Subsection 14.1 states in pertinent part, “The fees and expenses
19 of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from
20 time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall
21 award costs and expenses (including the costs of arbitration previously advanced and the fees and
22 expenses of attorneys, accountants and other experts) to the prevailing party. *See* Exhibit “4”.
23 (emphasis added). Of note, the contract does not say anything about a limitation on the number of
24 experts and/or the expert fees. The prevailing party at the conclusion of the Arbitration, as stated in
25 the Interim Award, is Bidsal. Based on the GVC OA, ALL fees and expenses as delineated must
26 be awarded to the prevailing party, in this instance, Bidsal. This clause of the GVC OA makes
27 CLA’s arguments as to the limitation on expert fees irrelevant. The GVC OA on this matter is
28

1 clear, the prevailing party at the conclusion of the arbitration is awarded his expenses of accountants
2 and other experts.

3 It is unclear how CLA arrives at the statement that "...the attachments would show that Mr.
4 Wilcox's firm received \$63,359..." when the email from Mr. Wilcox' firm, Eide Bailly states, as of
5 February 15, 2021, the amount billed to date was: \$70,399.00. After February 15, 2021, on
6 February 28, 2021, Eide Bailly sent another invoice for \$8,327.70 and another on March 24, 2021
7 for \$6,840.00 for a total of \$85,566.00 for Eide Bailly alone. CLA asserts that Gatski Commercial
8 billed \$14,875.00, which is correct. The total billed by these two experts alone, supported by the
9 exhibits to the Motion exceed \$100,000.00, while not even taking into account the fees Bidsal
10 incurred for the CLA expert, Daniel Gerety, in the amount of \$1,622.50.

11 Next CLA argues that Eide Bailly is somehow required to report to CLA what was involved
12 in reaching their expert opinion. Yet, nowhere in the GVC OA is there such a requirement and CLA
13 cites to no authority for this assertion.

14 **F. THE ADVANCED COSTS.**

15 It appears from CLA's Opposition that CLA is also objecting to the validity of costs incurred
16 by Bidsal which were paid to the Arbitrator. It is incredible that CLA would argue against the fees
17 and expenses of JAMS and the arbitrator (to include the costs of transcription services and
18 transcripts thereof) which were shared equally by the Members and advanced by them from time to
19 time. CLA did not object to any of these fees and expenses concurrently with paying them and
20 cannot possibly now make a credible argument that those costs were/are not reasonable and
21 necessary. As such, and in accordance with Article III, Subsection 14.1 of the OA, "[t]he fees and
22 expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them
23 from time to time as required; provided that at the conclusion of the arbitration, the arbitrator
24 shall award costs and expenses (including the costs of the arbitration previously advanced and
25 the fees and expenses of attorneys, accountants and other experts) to the prevailing party. See
26 Exhibit "4". (emphasis added.)

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III.

CONCLUSION

As noted above, the Operating Agreement provides for the prevailing party to recover **all of its fees, costs, and expenses**. There is no contractual or legal requirement that CLA be provided billing records containing privileged information. Bidsal is the prevailing party in this arbitration and an award of all fees and costs he incurred is warranted under the Operating Agreement. 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 17th day of December, 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 17th day of December, 2021, I served a true and correct copy of the forgoing **CLAIMANT'S REPLY IN SUPPORT OF 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

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

EXHIBIT 4

EXHIBIT 4

OPERATING AGREEMENT

Of

Green Valley Commerce, LLC
A Nevada limited liability company

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

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

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

Article I.

DEFINITIONS

Section 01 Defined Terms

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

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

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

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

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

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

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

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

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

State of Formation shall mean the State of Nevada.

Article II.

OFFICES AND RECORDS

Section 01 Registered Office and Registered Agent.

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

The resident agent shall be appointed by the Member Manager.

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

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

Section 02 Limited Liability Company Offices.

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

Section 03 Records.

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

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

Section 04 Inspection of Records.

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

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

Article III.

MEMBERS' MEETINGS AND DEADLOCK

Section 01 Place of Meetings.

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

Section 02 Annual Meetings.

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

Section 03 Special Meetings.

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

Section 04 Action in Lieu of Meeting.

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

Section 05 Notice.

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

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

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

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

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

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

Section 06 Waiver of Notice.

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

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

Section 07 Presiding Officials.

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

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

Section 08 Business Which May Be Transacted at Annual Meetings.

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

Section 09 Business Which May Be Transacted at Special Meetings.

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

Section 10 Quorum.

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

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

Section 11 Proxies.

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

Section 12 Voting.

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

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

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

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

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

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

Section 13 Meeting by Telephonic Conference or Similar Communications Equipment.

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

Section 14. Deadlock.

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

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

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

Article IV. **MANAGEMENT**

Section 01 Management.

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

Section 02 Rights, Powers and Obligations of Management.

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

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

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

Section 03 Removal.

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

Article V. MEMBERSHIP INTEREST

Section 01 Contribution to Capital.

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

Section 02 Transfer or Assignment of Membership Interest.

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

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

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

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

Section 4. Purchase or Sell Right among Members.

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

Section 4.1 Definitions

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

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

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

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

Section 4.2 Purchase or Sell Procedure.

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

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

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

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

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

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

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

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

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

Section 4.3 Failure To Respond Constitutes Acceptance.

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

Section 5. Return of Contributions to Capital.

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

Section 6. Addition of New Members.

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

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

DISTRIBUTION OF PROFITS

Section 03 Qualifications and Conditions.

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

Section 04 Record Date.

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

Section 05 Participation in Distribution of Profit.

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

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

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

Section 07 Date of Payment of Distribution of Profit.

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

Article VI.

ISSUANCE OF MEMBERSHIP INTEREST CERTIFICATES

Section 01 Issuance of Certificate of Interest.

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

Section 02 Transfer of Certificate of Interest.

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

Section 03 Lost, Stolen or Destroyed Certificates.

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

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

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

Article VII. AMENDMENTS

Section 01 Amendment of Articles of Organization.

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

Section 02 Amendment, Etc. of Operating Agreement.

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

Article VIII.

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

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

Section 01 Title to Company Property.

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

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

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

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Article X.
MISCELLANEOUS

a. Fiscal Year.

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

b. Financial Statements; Statements of Account.

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

c. Events Requiring Dissolution.

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

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

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d. Choice of Law.

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

e. Severability.

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

f. Successors and Assigns.

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

g. Non-waiver.

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

h. Captions.

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

i. Counterparts.

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

j. Definition of Words.

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

k. Membership.

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

I. Tax Provisions.

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

ARTICLE XI INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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ARTICLE XII

INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

Preparation of Agreement.

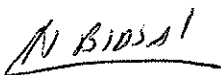
Section 1. This Agreement has been prepared by David G. LeGrand, Esq. (the "Law Firm"), as legal counsel to the Company, and:

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


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

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Member:

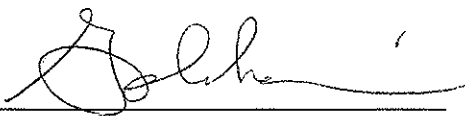

Shawn Bidsal, Member

CLA Properties, LLC

by 
Benjamin Golshani, Manager

Manager/Management:


Shawn Bidsal, Manager


Benjamin Golshani, Manager

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

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

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

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

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

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

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

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

5

ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Tax Status and Returns.

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

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

BG
FB

EXHIBIT B

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

PREFERRED ALLOCATION AND DISTRIBUTION SCHEDULE

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

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

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

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

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

Losses shall be allocated according to Capital Accounts.

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

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

BC
PB

EXHIBIT 5

EXHIBIT 5

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 Annee M. Cannon, Esq.
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Attorneys for Claimant

JAMS

SHAWN BIRDAL

Claimant

Reference #: 1200005736

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

vs.
 CCA PROPERTIES, LLC, a California limited
 liability company

Respondent

VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS

Pursuant to the provisions of NRS 18.005 and NRS 18.110, Claimant SHAWN BIRDAL, an individual (Plaintiff), by and through his attorneys, Smith & Shapiro, PLLC and Gerrard Cuy Larsen, claims the following verified costs. A true and correct copy of the invoices are attached to the Application as Exhibit "B-1".

Runner / Process Service Fees	\$100.65
Copies	\$1,342.00
Research / Legal News	\$181.15
AT&T Teleconference Long Distance	\$46.20
Deposition / Transcription Fees	\$17,885.25
JAMS fees	\$41,066.33
Expert Witness Fees	\$04,881.30
TOTAL	\$155,502.88

1 DATED this 17th day of December 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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VERIFICATION

STATE OF NEVADA }

COUNTY OF CLARK }

ss: sct.

I, JAMES L. SHAPIRO, Esq., declare under penalty of perjury that the matters set forth herein are true to the best of my knowledge, and as to the facts which are stated upon information and belief, I believe them to be true.

I, JAMES L. SHAPIRO, Esq., as an attorney for Claimant STEVEN BIDGAL, in the above-captioned matter, hereby state under oath that to the best of knowledge and belief and also based on information provided to me by co-counsel DOMENIC GUERRARIO, Esq., which I believe in good faith to be true, the costs in this above Verified Cost Memorandum are correct, and that the costs have been necessarily incurred in this action.

DATED this 17th day of December, 2021.

I declare under penalty of perjury the foregoing is true and correct.


James L. Shapiro

SUBSCRIBED and SWORN to before
me this 17th day of December, 2021.


NOTARY PUBLIC



EXHIBIT 257

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*Attorneys for Respondent/Counterclaimant
 CLA Properties, LLC*

JAMS

SHAWN BIDSAL, an individual,

JAMS Ref. No. 1260005736

Claimant,

v.

CLA PROPERTIES, LLC, a California
 limited liability company,

Respondent /Counterclaimant

**RESPONDENT/COUNTERCLAIMANT CLA PROPERTIES, LLC'S
 SUPPLEMENTAL OPPOSITION TO CLAIMANT BIDSAL'S APPLICATION FOR
 ATTORNEYS' FEES AND COSTS**

Respondent/Counterclaimant CLA Properties, LLC ("CLA") hereby supplements its
 Opposition to Claimant Shawn Bidsal's ("Bidsal") Application For Attorney's Fees and Costs
 (the "Motion") as follows:

Respondent/Counterclaimant CLA brings to the attention of the Arbitrator the "on all
 fours" case of *Love v. Love*, 114 Nev. 572,582, 959 P.2d 523, 529 (1998), a copy of which is
 attached as Exhibit "A", and a case of which Bidsal's counsel was well aware of, but of course

1 did not cite¹.

2 In support of the Motion, Bidsal submitted counsels' billings to the Arbitrator *in camera*.
3 Further, Bidsal's reply in support of the Motion, argues that Nevada law is irrelevant and, under
4 the Green Valley Operating Agreement, he is not under any obligation to provide billing
5 statements to CLA's counsel for review. This argument is without merit.
6

7 First, Article X, Section d of the Green Valley Operating Agreement contains a Nevada
8 choice of law provision. It states: "IN ALL RESPECTS THIS AGREEMENT SHALL BE
9 GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF
10 NEVADA." Nevada law is clearly relevant.

11 Second, In Love, the Nevada Supreme Court² reversed an award of attorney's fees
12 stating:
13

14 However, because the billing statements were sealed and the district court
15 reviewed them in camera, this court is unable to access the validity of the award
16 of attorney fees. We conclude that to grant attorney fees based upon sealed
17 billing statements unfairly precluded Michael from disputing the amount and
18 legitimacy of the award. We, therefore, reverse the award of attorney's fees and
19 remand with instructions to the district court to allow Michael to review and
20 dispute expenses contained within the billing statement.

21 Love, 959 P.2d. at 529. See also *Golden Road Motor Inn, Inc. v. Islam*, 132 Nev. Adv.
22 Op. 49, 376 P.3d 151, 160 (2016) ("We conclude that the district court's award of attorney
23 fees to Atlantis against Islam without permitting Islam to review the itemizations was
24 improper."). Contrary to Bidsal's assertion that he is not obligated to provide billing
25 statements, the Love court makes clear such statements are required.

26 ¹ On review Respondent's counsel notes that Bidsal cited and relied upon *Love v. Love* in his January 8,
2018 brief in the first Green Valley arbitration. See Exhibit "B" at 6:22.

27 ² Given Bidal's assertion by the way of reply that Nevada case law is irrelevant we call to the Arbitrator's
28 attention that such claim flies in the face of what he has contended throughout this saga. In his January 8,
2018 brief, which apart from his ill-fated attempt to quash the first arbitration, was his very first brief
therein, he cited 12 Nevada cases and on page 7 four California cases and California statutes.

1 For the reasons set-forth in CLA's Opposition and this Supplemental Opposition,
2 Bidsal's Motion should be denied.

3 Dated this 23rd of December, 2021.

4 REISMAN SOROKAC

5
6 /s/ Louis E. Garfinkel, Esq.
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20 *Attorneys for Respondent/Counterclaimant CLA*
21 *Properties, LLC*
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I hereby certify that I am an employee of REISMAN SOROKAC, and that on the 23rd day of December, 2021, I caused the foregoing to be served on the following via JAMS Access.

Douglas D. Gerrard, Esq.
Gerrard Cox Larsen
2450 St. Rose Parkway, Suite 200
Henderson, NV 89074
Attorneys for Plaintiff /Counter-Defendant
Shawn Bidsal

/s/ Melanie Bruner
Melanie Bruner, an Employee of
REISMAN SOROKAC

EXHIBIT A

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959 P.2d 523
114 Nev. 572, 127 Ed. Law Rep. 1074
Michael E. LOVE, Appellant,
v.
Catherine L. LOVE, Respondent.
No. 29729.
Supreme Court of Nevada.
May 19, 1998.

Page 524

Ronald J. Logar, Reno, for Appellant.

Silverman & Decaria, Reno, for Respondent.

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OPINION

SHEARING, Justice:

Appellant Michael E. Love ("Michael") and respondent Catherine L. Love ("Catherine") were married on September 17, 1981. Seven months later, on April 24, 1982, a child ("the child") was born. Two years after the child's birth, the parties entered into a marital settlement agreement, which was incorporated into a decree of divorce entered on May 22, 1984. Under the settlement agreement, Michael agreed to pay \$1,200 per month in child support until the child reached first grade, and \$800 per month thereafter. Michael also agreed to pay all reasonable and necessary medical, dental and educational expenses for the child. At the time of the divorce, Michael was in bankruptcy proceedings.

In December 1993, Michael had blood drawn from himself and the child, then eleven years old, for DNA analysis. A DNA analysis laboratory reported that Michael was excluded from being the child's biological father.

Michael's financial circumstances greatly improved after the divorce. In February 1995, Catherine filed a motion to increase child support and for judgment on arrears. Catherine requested

that the district court increase child support to \$2,000 per month, and order Michael to pay the cost of private school tuition and other educational expenses.

Michael then filed a complaint against Catherine seeking to establish that he had no responsibility to pay child support based upon his allegation that she had fraudulently misrepresented that the child was his. The district court consolidated Catherine's motion and Michael's action.

In August 1995, a second DNA test confirmed that Michael was not the child's biological father. In September 1995, Michael filed a motion for summary judgment to establish that he was not the child's biological father and to set aside the judgment and decree of divorce insofar as they related to child custody, support and maintenance. Catherine opposed the motion, arguing, inter alia, that a genuine issue of material fact existed regarding whether Michael was misled into believing that he was the child's father. Catherine asserted that Michael was aware of the single occasion on which she had sexual intercourse with another potential father, because Michael had participated.

On February 2, 1996, the district court filed an order denying Michael's motion for summary judgment. The order stated:

A divorce decree that establishes paternity of a child is a final determination of paternity. *Harris v. Harris*, 95 Nev. 214, 591 P.2d 1147 (1979).... In this case, the parties' divorce decree was entered on May 22, 1984 and established paternity. Thus, the issue of paternity of [the child] is res judicata as to Plaintiff or Defendant in this or any future proceeding.

On November 25, 1996, the district court filed a written order directing Michael to pay child support of \$1,800 per month and to pay educational costs including tuition. The district court also granted attorney fees and costs to Catherine. Michael appeals from this order and from the order denying his motion for summary

judgment, which resolved his complaint contesting paternity.¹

Michael argues that Catherine fraudulently concealed the child's parentage, and therefore, he is not barred by res judicata from challenging paternity. He contends that he did not challenge paternity during the original divorce proceedings because he had no reason to suspect that he was not the child's father at that time. Michael also contends that the district court erred in denying his motion for summary judgment because DNA tests prove as a matter of law that he has no legal responsibility for the child.

Catherine argues that the district court properly decided that Michael was barred by res judicata from relitigating the paternity issue. She also asserts that she did not fraudulently conceal the child's paternity.

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It is generally accepted that decisions as to the paternity of a child, litigated pursuant to a divorce decree, are res judicata as to subsequent proceedings between the parties. See Donald M. Zupanec, Annotation, Effect, in Subsequent Proceedings, of Paternity Findings or Implications in Divorce or Annulment Decree or in Support or Custody Order Made Incidental Thereto, 78 A.L.R.3d 846, 853 (1977) (Supp.1997) (citing cases holding same). Indeed, in Harris v. Harris, 95 Nev. 214, 217, 591 P.2d 1147, 1148-49 (1979), this court stated:

It is generally held that an adjudication incident to a divorce decree concerning the paternity of a child is res judicata as to the husband or wife in any subsequent proceeding.... Here the paternity issue was pleaded, litigated, and determined in the district court at the original proceedings in 1975. The issue was not novel to these proceedings. Respondent was provided the opportunity at that time to present his evidence, and the decision was against him.... We hold that as between the parties a divorce decree establishing the paternity of a child is a

final determination which precludes relitigation of the question of paternity.

(Citation omitted.)

However, Michael alleges that he was misled into believing that he was the father of the child. A decision of paternity will not operate as res judicata where extrinsic fraud existed in the original proceeding. Where a claim is fraudulently advanced and that fraud is so successful that the other party is not aware that he has a particular claim or defense, this may be a sufficient basis for equitable relief. *Villalon v. Bowen*, 70 Nev. 456, 471, 273 P.2d 409, 416 (1954). That which keeps one party away from court by conduct preventing a real trial on the issues is extrinsic fraud and forms a sufficient basis for equitable relief from the judgment. *Libro v. Walls*, 103 Nev. 540, 543, 746 P.2d 632, 634 (1987); *Villalon*, 70 Nev. at 471, 273 P.2d at 416; *Savage v. Salzmman*, 88 Nev. 193, 195, 495 P.2d 367, 368 (1972); *Colby v. Colby*, 78 Nev. 150, 153-154, 369 P.2d 1019, 1021 (1962); *Murphy v. Murphy*, 65 Nev. 264, 271, 193 P.2d 850, 854 (1948).

In *Libro*, 103 Nev. at 541, 746 P.2d at 633, a husband did not challenge paternity during divorce proceedings. After the husband paid child support for thirteen months, blood tests conclusively established that he was not the child's father. The district court ruled that the husband could not raise nonpaternity as a defense to a judgment for child support arrearages. *Id.* This court reversed, noting that the wife's failure to notify her husband that he might not be the child's father prevented him from having a fair opportunity to litigate paternity in the divorce proceedings. *Id.* at 543, 746 P.2d at 634.

Michael did not challenge paternity during the original divorce proceedings. In fact, the district court's judgment was based upon a stipulation between the parties whereby they entered into a settlement agreement. This judgment would ordinarily have a res judicata effect between the parties, precluding them from relitigating the issue. *Willerton v. Bassham*, 111 Nev. 10, 16, 889 P.2d 823, 826 (1995).

However, we conclude that res judicata does not necessarily bar Michael from proving nonpaternity because of the possible presence of extrinsic fraud in the original proceeding. A genuine issue of material fact exists as to whether Catherine fraudulently concealed the child's parentage; therefore, disposition by summary judgment is unwarranted. On remand, the district court must, as a threshold matter, determine whether the original judgment was procured by fraud.

Michael argues that the DNA analysis proves as a matter of law that he has no legal responsibility for the child. We have not previously discussed the weight to be given to a DNA analysis in a paternity action. The Nevada legislature addresses paternity in NRS 126.051, which sets forth rebuttable presumptions of paternity. NRS 126.051 states, in pertinent part:

1. A man is presumed to be the natural father of a child if:

(a) He and the child's natural mother are or have been married to each other and the child is born during the marriage

Page 527

(b) He and the child's natural mother were cohabiting for at least 6 months before the period of conception and continued to cohabit through the period of conception.

(c) Before the child's birth, he and the child's natural mother have attempted to marry each other by a marriage solemnized in apparent compliance with law, although the attempted marriage is invalid....

(d) While the child is under the age of majority, he receives the child into his home and openly holds out the child as his natural child.

(e) Blood tests made pursuant to NRS 126.121 show a probability of 99 percent or more that he is the father.

....

3. A presumption under this section may be rebutted in an appropriate action only by clear and convincing evidence. If two or more presumptions arise which conflict with each other, the presumption which on the facts is founded on the weightier considerations of policy and logic controls. The presumption is rebutted by a court decree establishing paternity of the child by another man.

....

NRS 126.051 does not set forth conclusive presumptions of paternity. Instead, as set forth in section 3, the presumptions enumerated in section 1 may be rebutted. This statutory scheme clearly reflects the legislature's intent to allow nonbiological factors to become critical in a paternity determination. See *In re Marriage of Freeman*, 45 Cal.App.4th 1437, 53 Cal.Rptr.2d 439, 447 (1996) (California statute made clear that "biology is not the predominant consideration in determining parental responsibility once a child has reached his or her third year of life."). Thus, where factors conflict, as they may here, the district court must use its discretion to apply considerations of policy and logic to the relevant evidence.²

In *Michael H. v. Gerald D.*, 491 U.S. 110, 109 S.Ct. 2333, 105 L.Ed.2d 91 (1989), a California statute provided that "the issue of a wife cohabiting with her husband, who is not impotent or sterile, is conclusively presumed to be a child of the marriage." The United States Supreme Court held that this statute did not infringe upon the due process rights of a natural father seeking to establish paternity, whose blood tests indicated a 98.07% probability of paternity. *Id.* at 118-30, 109 S.Ct. 2333; see also *Dawn D. v. Superior Court*, 17 Cal.4th 932, 72 Cal.Rptr.2d 871, 952 P.2d 1139 (1998).

Thus, the legislature has the power to decide that the results of biological tests do not conclusively determine a paternity action. Nowhere in our statutory scheme does the

legislature state that the results of a DNA test compel a district court to determine, as a matter of law, that a man is or is not a child's father. See NRS 126.051; NRS 126.121.

Here, pursuant to NRS 126.051(3), the DNA test results create a presumption that conflicts with the presumption of paternity arising from the fact that Michael was married to the child's mother, apparently cohabited with her for one year prior to the child's birth, and held the child out as his own for a number of years. If, on remand, the district court concludes that the judgment was procured by fraud, then the court must determine which presumptions are "founded on the weightier considerations of policy and logic" as required by NRS 126.051(3).

Michael further argues that the district court improperly increased child support to \$1,800 monthly without a hearing, making findings that are not supported by evidence. Michael argues that the district court improperly based its decision upon his increased wealth. Michael contends that his current monthly payment exceeds the "cap" set forth in NRS 125B.070, and argues that Catherine has failed to produce evidence that the child's needs exceed the cap.

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A district court has limited discretion to deviate from child support guidelines set forth in NRS 125B.070. ³ *Anastassatos v. Anastassatos*, 112 Nev. 317, 320, 913 P.2d 652, 654 (1996). Any deviation from the formula set forth in NRS 125B.070 must be based upon the factors provided under NRS 125.080(9). ⁴ *Id.* at 320, 913 P.2d at 654. "Greater weight ... must be given to the standard of living and circumstances of each parent, their earning capacities and the 'relative financial means of parents' than to any of the other factors." *Barbagallo v. Barbagallo*, 105 Nev. 546, 551, 779 P.2d 532, 536 (1989).

In *Herz v. Gabler-Herz*, 107 Nev. 117, 808 P.2d 1 (1991), the district court found that appellant had vastly greater wealth than respondent. This court held that the district court

did not abuse its discretion in ordering an upward departure from the statutory formula based on a factor other than increased need. *Id.* at 119, 808 P.2d at 1; accord *Chambers v. Sanderson*, 107 Nev. 846, 822 P.2d 657 (1991).

In the present case, the district court based its order to increase child support upon the vast difference in the parties, financial resources and the increased expenses of a teenager.

Michael argues that Catherine is not paying her share of the child's expenses. This argument is without merit.

Child support is not calculated as a supplement to the presumably inadequate means of the custodial parent. NRS 125B.070 specifies a parent's duty of child support according to the parent's means rather than according to the child's needs. Although the ultimate policy objective may be the welfare of the child, the legislative scheme implements this policy by focusing the court's attention upon a parent's statutory duty to provide a fixed percentage of his income as support.

Lewis v. Hicks, 108 Nev. 1107, 1113, 843 P.2d 828, 832 (1992). We conclude that the district court properly considered Michael's financial circumstances in departing from the statutory child support formula.

The court made its decision without a hearing. However, the parties do not dispute that Michael's earnings are much greater than Catherine's, and Michael stipulated that he could pay any reasonable amount of child support. We conclude that the district court did not abuse its discretion in departing from the statutory child support formula and ordering a modification of child support to \$1,800 per month based on the factors stated by the court.

Michael also argues that the district court abused its discretion in ordering him to pay for private school without first holding an evidentiary hearing. The parties' marital settlement agreement stated in part:

(2) As and for additional child support, HUSBAND shall pay all reasonable and necessary medical, dental and educational expenses of the minor child from the date of execution of this Agreement and continuing

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thereafter until such time as HUSBAND's obligation to support said child shall cease.

Michael contends that because the term "educational expenses" in the parties' marital settlement agreement is unclear, he should be permitted to introduce parol evidence that the parties did not intend "educational" to include private education.

Where language in a document is clear and unambiguous on its face, the court must construe it based on this plain language. *Southern Trust v. K & B Door Co.*, 104 Nev. 564, 763 P.2d 353 (1988). We perceive no ambiguity in the marital settlement agreement regarding this issue so as to require an evidentiary hearing. Tuition clearly falls within the term educational expenses. The agreement does not state that "reasonable and necessary ... educational expenses" cannot include private school tuition. The fact that the child attended public school for several years does not alter the provision. Accordingly, we conclude that the district court did not err in declining to hold a hearing on this issue. We further conclude that the district court properly exercised its discretion in ordering Michael to pay private school tuition.

Michael argues that the district court abused its discretion in awarding attorney fees, and in permitting Catherine to submit a sealed statement of attorney fees. Michael contends that NRS 18.010(2)(b) ⁵ only permits an award of attorney fees to a prevailing party, which Catherine was not. Michael contends that the court did not find that his action was brought without reasonable grounds or that he acted to harass Catherine.

Michael contends that he should be afforded an opportunity to dispute fees related to a bogus

claim which may be included in the sealed statements. Catherine argues that the billing statements contained privileged information; therefore, the district court properly reviewed them in camera.

The district court's order and judgment did not state the basis for its award of attorney fees and costs. In the present case, NRS 18.010(2)(b) is not the only statute that could have served as a basis for the fees. NRS 125.150(3) states:

Whether or not application for suit money has been made under the provisions of NRS 125.040, the court may award a reasonable attorney's fee to either party to an action for divorce if those fees are in issue under the pleadings.

See *Leeming v. Leeming*, 87 Nev. 530, 490 P.2d 342 (affirming award of attorney fees for post-judgment motion in divorce action); cf. *Korbel v. Korbel*, 101 Nev. 140, 696 P.2d 993 (1985). Such an award is within the sound discretion of the district court. *Fletcher v. Fletcher*, 89 Nev. 540, 542-43, 516 P.2d 103, 104 (1973).

However, because the billing statements were sealed and the district court reviewed them in camera, this court is unable to assess the validity of the award of attorney fees. We conclude that to grant attorney fees based upon sealed billing statements unfairly precluded Michael from disputing the amount and legitimacy of the award. We, therefore, reverse the award of attorney's fees and remand with instructions to the district court to allow Michael to review and dispute expenses contained within the billing statement.

The district court erred in concluding that paternity was conclusively established on the basis of *res judicata* without a factual determination as to whether the original judgment was procured by fraud. Therefore, we reverse the order of the district court resolving appellant's paternity complaint, and remand this matter to the district court for further proceedings consistent with this opinion. Pending

the district court's further decisions, we perceive no abuse of discretion in the district court's continuing to require Michael

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to pay increased child support and private tuition.

ROSE, YOUNG and MAUPIN, JJ., concur.

SPRINGER, Chief Justice, concurring in part and dissenting in part:

I agree that res judicata does not bar Mr. Love from denying paternity; however, I dissent from this court's requiring him to pay child support and tuition under the circumstances of this case.

1 Although an order denying a motion for summary judgment is ordinarily not a final, appealable order, see, e.g., *Taylor Constr. Co. v. Hilton Hotels*, 100 Nev. 207, 678 P.2d 1152 (1984), here, the district court's order in effect finally resolved Michael's complaint challenging paternity and is therefore appealable. See NRAP 3A.

2 The history of NRS 126.051 shows that the legislature's primary interest was in ensuring that children are supported by their parents, and not by welfare. Minutes of the Assembly Judiciary Comm., 60th Leg. (Nev., March 13, 1979).

3 NRS 125B.070 provides in part:

1(b) "Obligation for support" means the amount determined according to the following schedule:

(1) For one child, 18 percent; ... of a parent's gross monthly income, but not more than \$500 per month per child for an obligation for support ... unless the court sets forth findings of fact as to the basis for a different amount pursuant to subsection 6 of NRS 125B.080.

4 NRS 125B.080(9) states:

The court shall consider the following factors when adjusting the amount of support of a child upon specific findings of fact:

- (a) The cost of health insurance;
- (b) The cost of child care;
- (c) Any special educational needs of the child;
- (d) The age of the child;
- (e) The responsibility of the parents for the support of others;
- (f) The value of services contributed by either parent;
- (g) Any public assistance paid to support the child;
- (h) Any expenses reasonably related to the mother's pregnancy and confinement;
- (i) The cost of transportation of the child to and from visitation if the custodial parent moved with the child from the jurisdiction of the court which ordered the support and the noncustodial parent remained;
- (j) The amount of time the child spends with each parent;
- (k) Any other necessary expenses for the benefit of the child; and
- (l) The relative income of both parents.

5 NRS 18.010(2) states, in pertinent part:

2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

...

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought without

reasonable ground or to harass the prevailing party.

EXHIBIT B

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JAMS

CLA PROPERTIES, LLC, a California limited liability company,

Reference #:1260004569

Claimant,
 vs.

Arbitrator: Hon Stephen E. Haberfeld (Ret.)

SHAWN BIDSAL,
 Respondent.

RESPONDENT SHAWN BIDSAL'S OPENING BRIEF

COMES NOW Respondent SHAWN BIDSAL, an individual ("Bidsal"), by and through his attorneys of record, SMITH & SHAPIRO, PLLC and GOODKIN & LYNCH, LLP, and files his Opening Brief, as follows:

I.

PRELIMINARY STATEMENT

The dispute boils down to who (Bidsal or CLA Properties, LLC ("CLAP")) is entitled to purchase the membership interest of the other party and for what amount. Both of these questions boil down to an interpretation of Section 4 of the Operating Agreement of Green Valley Commerce, LLC, a Nevada limited liability company (the "Company" or "Green Valley"). CLAP's proposed interpretation requires the Arbitrator to completely ignore the majority of the language of Section 4.2, while Bidsal's interpretation gives meaning and effect to all of the language of Section 4.2.

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II.

STATEMENT OF FACTS

On or about May 26, 2011, Benjamin Golshani ("*Golshani*"), the Manager of CLAP, and Bidsal formed Green Valley. See Declaration of Shawn Bidsal attached hereto as *Exhibit "C"* and incorporated herein by this reference. Thereafter, Golshani (acting on behalf of CLAP) and Bidsal began working on the terms of a proposed operating agreement for the Company. See Exhibit "C".

A. THE FORMATION OF THE OPERATING AGREEMENT.

CLAP and Bidsal agreed to use David LeGrand ("*LeGrand*") to assist in preparing the operating agreement. See Exhibit "C". The initial draft of the proposed operating agreement did not contain any buy-out language. See Exhibit "C". On August 18, 2011, Golshani spoke with LeGrand to discuss the terms of the proposed operating agreement. See LeGrand's August 18, 2011 email, a true and correct copy of which is attached hereto as *Exhibit "D"* and incorporated herein by this reference. Later that day, LeGrand circulated a revised operating agreement (which did *not* include the language at issue). See Exhibits "C" & "D". At some point after August 18, 2011, CLAP and Bidsal signed the current version of the operating agreement (the "*Operating Agreement*"). A true and correct copy of Green Valley Operating Agreement signed by CLAP and Bidsal is attached hereto as *Exhibit "E"* and incorporated herein by this reference.

It is important to note that Golshani is the one who came up with the language in Section 4 of Article V of the Operating Agreement (for ease of reference, this will be referred to simply as "*Section 4*"). This fact is confirmed in an email from LeGrand sent on June 19, 2013, which stated:

Ben and Shawn: attached please find a new OPAG [*operating agreement*] for Mission Square. Apparently there was a little confusion about which GVC [*Green Valley Commerce*] OPAG I was to use as a base document. This revised version is based upon the GVC OPAG that has Ben's language on buy sell.

A true and correct copy of LeGrand's June 19, 2013 email is attached hereto as *Exhibit "F"* and incorporated herein by this reference. Attached to the email was a copy of one of the drafts of the Green Valley operating agreement, as well as a proposed operating agreement for Mission Square. See Exhibit "F". However, prior to signing the Mission Square operating agreement, the following sentence was inserted at the front of the 3rd paragraph of Section 4.2: "After the determination of the

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(FMV),”. See page 10 of the Mission Square Operating Agreement, a true and correct copy of which is attached hereto as **Exhibit “G”** and incorporated herein by this reference. While the Mission Square Operating Agreement has many differences when compared to the Green Valley Operating Agreement, outside of the forgoing sentence, Section 4.2 of both Operating Agreements are identical. See Exhibits “E” and “G”. Because of this, the additional language in the Mission Square operating agreement is helpful in clarifying the intent of the parties relating to Section 4.2 of the Green Valley Operating Agreement.

As LeGrand’s June 19, 2013 email makes clear, the buy-sell language contained in Section 4 of Green Valley’s Operating Agreement (as well as the Mission Square operating agreement) was proposed and provided by Golshani. See Exhibit “F” and Exhibit “G”.

B. THE LANGUAGE OF THE OPERATING AGREEMENT.

The present dispute revolves around Section 4, which is the buy-sell language proposed and provided by Golshani, and which provides as follows (for ease of reference, each paragraph in Sections 4.1 and 4.2 have been numbered Nos. 1 through 4 and Nos. 1 through 7, respectively [*the entire notated language is attached as Exhibit “B”*]):

Section 4.1 Definitions

- ① 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.
- ② “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.
- ③ “Seller” means the Member that accepts the offer to sell his or its Membership Interest.
- ④ “**FMV**” means “fair market value” obtained as specified in section 4.2

Section 4.2 Purchase or Sell Procedure.

- ① 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.

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- 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).**
- ③ *[After the determination of the (FMV).]*¹ 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.
- ④ $(FMV - COP) \times 0.5$ plus capital contribution of the Remaining Member(s) at the time of purchasing the property minus prorated liabilities.
- ⑤ 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.
- ⑥ $(FMV - COP) \times 0.5 +$ capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.
- ⑦ The specific **intent of this provision** is that once the Offering Member presented his or its offer to the Remaining Members, then the Remaining Members shall either sell or buy at the same offered price (or FMV if appraisal is invoked) and **according to the procedure set forth in Section 4.** In the case that the Remaining Member(s) decide to purchase, then Offering Member shall be obligated to sell his or its Member Interests to the remaining Member(s).

Section 4.3 Failure to Respond Constitutes Acceptance

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

See pages 10 and 11 of Exhibit "E" (emphasis added); See also Exhibit "B".

C. **THE BUY-SELL OFFER.**

On July 7, 2017, Bidsal propounded a written Offer to purchase CLAP's Membership Interest in the Company pursuant to Section 4, at a price which Bidsal thought was the fair market value which was derived without the benefit of a formal appraisal. A true and correct copy of Bidsal's July 7, 2017

¹ This language is not in the Green Valley Operating Agreement [Exhibit "E"], but was in the Mission Square operating agreement [Exhibit "E"], which was negotiated and signed at the same time. It's inclusion provides insight into the intent of Section 4.2, which is otherwise identical in both operating agreements.

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letter is attached hereto as *Exhibit "H"* and incorporated herein by this reference; *See also* Exhibit "C". On August 3, 2017, CLAP provided a response. A true and correct copy of CLAP's August 3, 2017 letter is attached hereto as *Exhibit "I"* and incorporated herein by this reference; *See also* Exhibit "C". On August 5, 2017, Bidsal sent a letter back to CLAP. A true and correct copy of Bidsal's August 5, 2017 letter is attached hereto as *Exhibit "J"* and incorporated herein by this reference; *See also* Exhibit "C".

A dispute has arisen regarding the proper interpretation and application of Section 4 as it relates to the July 7, 2017, August 3, 2017 and August 5, 2017 correspondence between Bidsal and CLAP. CLAP has taken the position that it is entitled to purchase Bidsal's membership interest for the offered price contained in Bidsal's July 7, 2017 letter. However, as is outlined below, that position is not supported by the language of Section 4. Under the terms of Section 4, CLAP's August 3, 2017 constitutes a non-response, allowing Bidsal to purchase CLAP's membership interest at the offered price. Alternatively, if CLAP's August 3, 2017 is determined to be a valid response, then CLAP must pay FMV (as that term is defined in Section 4.2) for Bidsal's membership interest.

II.

STATEMENT OF AUTHORITIES

The present dispute boils down to who (Bidsal or CLAP) gets to purchase the membership interest of the other party and for what amount.

A. ANY AMBIGUITY IN SECTION 4 OF ARTICLE V OF THE OPERATING AGREEMENT IS TO BE CONSTRUED AGAINST CLAP AND IN FAVOR OF BIDSAL.

The Nevada Supreme Court has made it clear that: "An ambiguous contract is susceptible to more than one reasonable interpretation, and '[a]ny ambiguity, moreover, should be construed against the drafter.'" Am. First Fed. Credit Union v. Soro, 131 Nev. Adv. Op. 73, 359 P.3d 105, 106 (Nev. 2015) citing to Anvui, LLC v. G.L. Dragon, LLC, 123 Nev. 212, 215–16, 163 P.3d 405, 407 (Nev. 2007).

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1 As is outlined above, the buy-sell language contained in Section 4 was proposed and provided
 2 by Golshani, the Manager of CLAP. *See* Exhibit "F". Thus, to the extent that there are any ambiguities
 3 in Section 4, that language is to be construed against CLAP and in favor of Bidsal.

4 **B. LEGAL STANDARD ON CONTRACT INTERPRETATION.**

5 Under Nevada law, in interpreting an agreement the court may not modify it, or create a new
 6 contract. A court is not at liberty to revise agreement while professing to construe it. *See, Mohr Park*
 7 *Manner, Inc. v. Mohr* (1967) 83 Nev. 107, Appeal after Remand, 87 Nev. 520, (1967); *Old Aztec*
 8 *Mine, Inc. v. Brown*, 97 Nev. 49, 623 P.2d 981 (1981).

9 In its interpretation of a contract, a trial court may examine both words and action of
 10 parties. *See, Fox v. First Western Savings & Loan Association*, (1970) 86 Nev. 469, 470. In construing
 11 an ambiguous contract, court should place itself as nearly as possible in the situation of the
 12 parties. *See, Barringer v. Gunderson*, 81 Nev. 288 (1965) 402 P.2d 470.

13 If logically and legally permissible, a contract should be construed give effect to valid
 14 contractual relations rather than rendering agreement invalid or rendering performance
 15 impossible. *See, Mohr Park Manner, Inc. v. Mohr, supra*, 83 Nev. 107. A court should not interpret
 16 a contract so as to make its provisions meaningless. *See, Phillips v. Mercer* (1978) 94 Nev. 279, 579
 17 P.2d 174. Contractual provisions should be harmonized whenever possible and construed to reach a
 18 reasonable solution. *See, Eversole v. Sunrise Villas VIII Homeowners Association* (1996) 112 Nev.
 19 1255.

20 When a document is clear and unambiguous on its face, the court must construe the document
 21 according to its language. *See, Renshaw v. Renshaw* (1980) 96 Nev. 541; *Southern Trust Mortgage*
 22 *Company v. K & B Door Company, Inc.* (1988) 104 Nev. 564, 763 P.2d 353, Rehearing Denied; *Love*
 23 *v. Love* (1988) 114 Nev. 572. Thus, courts are bound by language which is clear and free of ambiguity
 24 and cannot, using guise of interpretation, distort plain meaning of agreement. *See, Watson v. Watson*
 25 (1979) 95 Nev. 495, 496 P.2d 507.

26 Where, however, two interpretations of contract are possible, the court will prefer the
 27 interpretation which gives meaning to both or all provisions rather than an interpretation which
 28 renders one of the provisions meaningless. *See, Ouirrion v. Sherman* (1993) 109 Nev. 62, 846 P.2d

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1 1051 (1993). To that end, in construing contracts, every word must be given effect if at all
 2 possible. *See, Royal Indemnity Company v. Special Service Supply Company* (1966) 82 Nev. 148, 413
 3 P.2d 500 (1966).

4 Additionally, although Nevada law controls, Nevada courts do consider California cases if
 5 they assist with the interpretation. To that end, California law provides that terms may be added by
 6 inference under Civil Code §§1655 and 1656 only upon consideration of all the surrounding facts.
 7 See e.g. *Worthington v. Kaiser Foundation Health Plan, Inc.* (1970) 8 Cal.App.3d 435, 440-441.
 8 Terms which can be inferred from a consideration of the entire instrument or which are implied by
 9 law are as much a part of the contract as if expressly set forth. See *Forde v. Venbro* (1963) 218
 10 Cal.App.2d 405, 408 (“Many a gap in terms can be filled, and should be, with a result that is consistent
 11 with what the parties said and that is more just to both than would be a refusal of enforcement”); see
 12 also *Waters v. Waters* (1961) 197 Cal.App.2d 1, 5 (“A series of writings is to be construed together
 13 in arriving at the total understanding of the contracting parties”); *Denver D. Darling, Inc. v. Controlled*
 14 *Environments Construction, Inc.* (2001) 89 Cal.App.4th 1221, 1237 (“Neither law nor equity requires
 15 that every term and condition of an agreement be set forth in the contract.”).

16 Finally, as to CLAP’s interpretation, pursuant to California Code of Civ. Proc. § 1858, a party
 17 may not delete words in a contract and thereby alter the parties’ obligations. As shown below, that is
 18 exactly what CLAP is trying to do—delete the entire FMV process after the Offering Member triggers
 19 the buy-sell agreement and offers what he thinks is the fair market value to begin the process.

20 **C. SECTION 4.2 OF THE OPERATING AGREEMENT.**

21 In order to understand the effect of the July 7, 2017, August 3, 2017 and August 5, 2017
 22 correspondence between Bidsal and CLAP, an understanding of Section 4.2 is required.

23 As Exhibits “A” and “B” make clear, Section 4 contains a provision which allows one member
 24 to force the sale of either his or the other member’s membership interest. In other words, it contains
 25 a provision which, once triggered, will result in one of the members selling their membership interest
 26 to the other member.

27 Section 4 provides four different routes that can be taken by the Remaining Member once the
 28 Offering Member makes an initial offer pursuant to Section 4.2④. Attached hereto as *Exhibit “A”* is

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1 a flowchart illustrating each of the Remaining Member's choices/routes. Each of these choices / routes
 2 will be discussed.

3 **1. Step 1: Initial Offer.**

4 If a member desires to trigger the buy-sell language in Section 4, there is one, and only
 5 one way that the process can be initiated and that is by one of the members (defined as the "Offering
 6 Member"²) making an offer "to purchase" the other member's (defined as the "Remaining
 7 Member"²) membership interest "for a price that the Offering Member thinks is the fair market value"
 8 (which is referred to as the "offered price"³) (the "Initial Offer"). See Section 4.2① of Exhibit "A"
 9 and pages 10-11 of Exhibit "E".

10 Further, Section 4.2① sets forth specific parameters that the Initial Offer must comply with.
 11 For instance, the offered price is "a price the Offering Member thinks is the fair market value." See
 12 Section 4.2① (emphasis added). Thus, pursuant to the plain terms of the Operating Agreement, the
 13 offered price is, by definition, not the fair market value, but instead only the price which the Offering
 14 Member thinks is the fair market value. *Id.*

15 Finally, it is important to note that the Initial Offer is not an offer to sell, but only an offer "to
 16 purchase." CLAP will argue that an offer to buy is an offer to sell, but this position runs directly
 17 contrary to Section 4.2① which clearly states that the Initial Offer is only "an offer to purchase." See
 18 Section 4.2① of Exhibit "A" and pages 10-11 of Exhibit "E".

19 **2. Step 2: The Remaining Member's Options.**

20 As illustrated in Exhibit "A", once Section 4 has been triggered by an Initial Offer, the
 21 Remaining Member has four choices: (1) do nothing, (2) accept the offer at the offered price, (3)
 22 request an appraisal, or (4) make a counteroffer. See Exhibits "A" and "B".

23 **a. Option 1: Do Nothing.**

24 The first option the Remaining Member has is to do nothing. If the Remaining
 25 Member does nothing, then under Section 4.3, after thirty (30) days the Remaining Member is deemed
 26 to have accepted the Offering Member's Initial Offer, and the Offering Member will buy out the
 27 Remaining Member's membership interest at the offered price. See Exhibits "A", "B" and "E".

28 ² See Section 4.1① and 4.2①.

³ See Section 4.2① and 4.2②.

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b. Option 2: Accept the Initial Offer.

The second option the Remaining Member has is to accept the Offering Member's Initial Offer. *See* Section 4.2⑤(i). Under the second option, the Remaining Member will then sell its membership interest to the Offering Member at the offered price set forth in the Initial Offer. *See* Exhibits "A", "B" and "E".

c. Option 3: Request an Appraisal.

The third option the Remaining Member has is to request an appraisal. *See* Section 4.2② in Exhibits "A" and "E". Under Section 4.2②: "If the offered price is not acceptable to the Remaining Member(s), within 30 days of receiving the offer, the Remaining Member(s) (or any of them) can request to establish FMV based upon" *See* Exhibit "A"; *See also* page 11 of Exhibit "E".

Under Section 4.2③ and 4.2④, once the FMV has been established by appraisal, the Offering Member is deemed to have made an offer to purchase the Remaining Member's membership interest at the FMV. *See* Section 4.2③ and 4.2④ in Exhibit "A"; *See also* page 11 of Exhibit "E". At which point, the Remaining Member gets to decide whether to sell its membership interest to the Offering Member at FMV or buy the Offering Member's membership interest at FMV. *See* Section 4.2⑤.

d. Option 4: Make a Counteroffer.

The fourth and final option the Remaining Member has is to make a counteroffer which is governed by 4.2⑤(ii) and Section 4.2⑥. *See* Exhibit "A"; *See also* page 11 of Exhibit "E".

While Section 4.2⑤(i) allows the Remaining Member to accept an offer either at the offered price or at the FMV, Section 4.2⑤(ii) specifically states that any counteroffer must be based upon the "same fair market value (FMV) according to the following formula. $(FMV - COP) \times 0.5 + \text{capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.}$ " *See* Exhibit "A"; *See also* page 11 of Exhibit "E".

The use of the defined term "FMV" is important. As is illustrated in Section 4.2②, whenever the amount identified in the Initial Offer (which is the amount the Offering Member *thinks* is the fair market value) is referenced, it is referenced as the "offered price". Any time the defined term FMV

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1 is used, it is referencing the definition found in Section 4.1④, which defines FMV as the “‘fair market
 2 value’ obtained as specified in section 4.2.” Further, the last sentence of Section 4.2② states: “The
 3 medium of these 2 appraisals constitutes the fair market value of the property **which is called (FMV).**”
 4 See Exhibit “A”; See also pages 10-11 of Exhibit “E” (emphasis added).

5 Thus, under Section 4.2⑤(ii), the Remaining Member does not have the option of purchasing
 6 the Offering Member’s membership interest at the “offered price”. Instead, if the Remaining Member
 7 makes a counteroffer, then it must be at the FMV, as that term is defined in Sections 4.1④ and 4.2②.

8 If the Remaining Member did not previously request an appraisal, then by making a
 9 counteroffer, the Remaining Member still triggers the appraisal process outlined in Section 4.2②, as
 10 that is the only way to establish the FMV, which under Section 4.2⑤(ii), is the price that the Remaining
 11 Member must pay⁴ to purchase the Offering Member’s membership interest.

12 **D. THE TWO ISSUES.**

13 There are two issues to be decided by the Arbitrator. The first issue is whether or not CLAP’s
 14 August 3, 2017 response constitutes a counteroffer (i.e., was it sufficient to trigger Section 4.2⑤(ii)).

15 If CLAP’s August 3, 2017 response did not trigger Section 4.2⑤, then Bidsal is entitled to
 16 purchase CLAP’s membership interest using the offered price of \$5,000,000.00. If CLAP’s August 3,
 17 2017 response was sufficient to trigger Section 4.2⑤(ii), then the next issue is at what price.

18 **E. CLAP’S AUGUST 3, 2017 LETTER IS NON-RESPONSIVE AND CONSTITUTES A 19 NON-RESPONSE.**

20 Section 4.2⑤(ii) of the Operating Agreement sets for the requirements of a counteroffer.
 21 Specifically, a counteroffer must offer to purchase the Offering Member’s membership interest “based
 22 upon the same fair market value (FMV) according to the following formula. $(FMV - COP) \times 0.5 +$
 23 capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated
 24 liabilities.” See Exhibit “B”; See also page 11 of Exhibit “E”.

25 \ \ \

26 \ \ \

27 \ \ \

28 ⁴ This is confirmed by the language of Section 4.2②, which clearly states that the Initial Offer is only an “offer to purchase”
 and not an offer to sell. See Section 4.2② of Exhibit “A” and page 10 of Exhibit “E”.

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The term “FMV” is a defined term and therefore must be given the meaning as prescribed by Section 4. Specifically, Section 4.1④ defines FMV as the “‘fair market value’ obtained as specified in section 4.2.” Thus, anywhere FMV is used in the Operating Agreement, it must be interpreted consistent with the definition contained in Section 4.2.

The operative section of Section 4.2 where FMV is defined is found in Section 4.2② as follows:

... 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).**

See Exhibit “B”; See also page 11 of Exhibit “E” (emphasis added). Thus, Section 4.2② makes clear that the term “FMV”, as defined in Section 4.1④, means “[t]he medium of these 2 appraisals [being the appraisal described earlier in Section 4.2②].” Because the term “FMV” is a defined term, it must be given the meaning prescribed in Section 4.2②.

Having established that the term FMV refers exclusively to the result of the appraisal process outlined in Section 4.2②, we now turn to Sections 4.2⑤ and ⑥, which state:

- ⑤ 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.
- ⑥ **(FMV - COP) x 0.5 + capital contribution of the Offering Member(s) at the time of purchasing the property minus prorated liabilities.**

See Exhibit “B”; See also page 11 of Exhibit “E” (emphasis added).

As the forgoing makes clear, the Remaining Member’s only option if it desires to make a counteroffer is to do so at the FMV as determined through the appraisal process outlined in Section 4.2②. Nowhere in Sections 4.2⑤ or ⑥ does it give the Remaining Member the option of purchasing the Offering Member’s membership interest at the offered price.⁵ That language simply does not

⁵ Section 4.2⑤(i) does not specify offered price or FMV. This is because the Remaining Member can accept the Initial Offer at the offered price, or demand an appraisal to determine FMV, then accept the Offering Member’s offer to purchase at FMV. However, Section 4.2⑤(ii) does not give the Remaining Member the option of making a counteroffer at the offered price, but only at the FMV.

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1 exist. Thus, the FMV referenced in Section 4.2⑤ is not the offered price contained in Bidsal's Initial
 2 Offer, but must be determined through the appraisal process identified in Section 4.2②.

3 However, in CLAP's August 3, 2017 letter, CLAP specifically states that the counteroffer is
 4 an offer to purchase Bidsal's membership interest "on the terms set forth in the July 7, 2017 letter
 5 based on your \$5,000,00.00 valuation of the Company" or in other words, based upon the offered
 6 price. See Exhibit "J".

7 Because Section 4.2⑤(ii) does not allow CLAP to make a counteroffer for the offered price,
 8 CLAP's August 3, 2017 letter is non-responsive and does not constitute a valid response under the
 9 terms of Section 4. As a result, Section 4.3 was triggered, meaning that as of August 7, 2017, CLAP
 10 had accepted Bidsal's Initial Offer and Bidsal is now entitled to purchase CLAP's membership interest
 11 for the \$5,000,000 offered price.

12 **F. IF CLAP'S AUGUST 3, 2017 LETTER CONSTITUTES A VALID COUNTEROFFER,**
 13 **THE PLAIN LANGUAGE OF THE OPERATING AGREEMENT REQUIRES CLAP**
 14 **TO PAY THE "FMV" AS THAT TERM IS DEFINED IN THE OPERATING**
 15 **AGREEMENT.**

16 However, even if the Arbitrator determines that CLAP's August 3, 2017 letter constitutes a
 17 valid response, the only response it qualifies for under Section 4 is a counteroffer pursuant to Section
 18 4.2⑤(ii). CLAP's August 3, 2017 letter is clearly not an acceptance of Bidsal's Initial Offer, as
 19 provided for in Section 4.2⑤(i), nor is it a request for an appraisal as provided for in Section 4.2②.
 20 As such, the only response it could possibly qualify for is a non-response under Section 4.3 or a
 21 counteroffer under Section 4.2⑤(ii).

22 If it is a counteroffer pursuant to Section 4.2⑤(ii), then, as outlined above, the only
 23 counteroffer allowed under the plain language of Section 4 is a counteroffer at FMV, which is defined
 24 in Sections 4.1④ and 4.2② as "The medium of these 2 appraisals." Section 4 simply does not give
 25 CLAP the option of purchasing Bidsal's membership interest for the offered price.

26 If the August 3, 2017 letter constitutes a counteroffer, then the Arbitrator should order CLAP
 27 to complete the appraisal process identified in Section 4.2②, as originally requested by Bidsal in his
 28 August 5, 2017 letter.

28 \\\

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1 **G. CLAP'S ARGUMENT RUNS CONTRARY TO THE PLAIN LANGUAGE OF**
 2 **SECTION 4.**

3 CLAP is taking the position that it's August 3, 2017 letter constitutes a counteroffer to
 4 purchase Bidsal's membership interest at the \$5,000,000 offered price. However, this argument
 5 would require the Court to ignore Section 4.1④ as well as the plain language of Sections 4.2② and
 6 4.2⑤.

7 As Sections 4.2⑤ and 4.2⑥ make clear, the formula to be used when the Remaining Offer
 8 makes a counteroffer is: "(FMV – COP) x 0.5 plus capital contribution of the Remaining Member(s)
 9 at the time of purchasing the property minus prorated liabilities." *See* Exhibit "B"; *See also* page 11
 10 of Exhibit "E". Because Sections 4.2⑤ and 4.2⑥ use the defined term "FMV", and because under
 11 Sections Section 4.1④ and 4.2②, the term "FMV" is defined as the medium of two appraisals, any
 12 counteroffer made by CLAP can only be based upon the "FMV" as determined by the medium of two
 13 appraisals. *See* Exhibit "B"; *See also* pages 10-11 of Exhibit "E".

14 Nowhere in Sections 4.2⑤ and 4.2⑥ does the Operating Agreement give CLAP the
 15 opportunity or right to purchase Bidsal's membership interest at the offered price. That language
 16 simply does not exist.

17 Finally, CLAP will cite to and rely upon Section 4.2⑦ in support of its argument that it can
 18 make a counteroffer at the offered price. However, as the opening line of Section 4.2⑦ makes clear,
 19 Section 4.2⑦ is not part of the buy-sell procedure, but is instead, simply a statement of intent and
 20 clarifying language. This is confirmed not only from the first five words "The specific intent of this
 21 provision is..." but also from the portion of Section 4.2⑦ which references the procedure set forth in
 22 Sections 4.2① through 4.2⑥ where it states "according to the procedure set forth in Section 4." *See*
 23 Exhibit "B"; *See also* page 11 of Exhibit "E". Thus, while Section 4.2⑦ provides a statement of intent
 24 that helps clarify the intent of the parties, Section 4.2⑦ does not replace any of the procedure set forth
 25 in Sections 4.2① through 4.2⑥, but is instead reliant upon that procedure to effectuate the purpose
 26 and intent outlined therein. Put another way, Section 4.2⑦'s statement "according to the procedure
 27 set forth in Section 4" means that any result must comply with the provisions of Section 4.1, Sections
 28 4.2① through 4.2⑥, as well as Section 4.3, all of which deal with the buy-sell procedure. Thus, Section

1 4.2⑦ cannot be read independent of Sections 4.2① through 4.2⑥, but must be read in conjunction
 2 with Sections 4.2① through 4.2⑥.

3 III.

4 CONCLUSION

5 There are two issues to be decided by the Arbitrator. The first issue is whether CLAP's August
 6 3, 2017 letter constitutes a valid response under Section 4. If the answer to that question is no, then
 7 the Arbitrator should rule that Bidsal is entitled to purchase CLAP's membership interest at the price
 8 identified in Bidsal's July 7, 2017 Initial Offer. If the answer is yes, then the Arbitrator should rule
 9 that CLAP's August 3, 2017 letter can only constitute a counteroffer as provided for in Section
 10 4.2⑤(ii), which means CLAP is entitled to purchase Bidsal's membership interest for FMV, which is
 11 defined as the medium of two appraisals, and the Arbitrator should order CLAP and Bidsal to
 12 complete the appraisal process identified in Section 4.2②.

13 DATED this 8th day of January, 2018.

14 SMITH & SHAPIRO, PLLC

15 /s/ James E. Shapiro
 16 James E. Shapiro, Esq.
 17 Sheldon A. Herbert, Esq.
 18 2520 St. Rose Parkway, Suite 220
 19 Henderson, NV 89074
 20 Attorneys for Respondent
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 28

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 8th day of January, 2018, I served a true and correct copy of the forgoing **RESPONDENT SHAWN BIDSAL'S OPENING BRIEF**, by emailing a copy of the same, with Exhibits, to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	<u>LGarfinkel@lgealaw.com</u>	Attorney for CLAP
Rodney T Lewin, Esq.	<u>rod@rtlewin.com</u>	Attorney for CLAP
Laura Rio	<u>LRios@jamsadr.com</u>	JAMS Case Coordinator
Dana Schuler	<u>DSchuler@jamsadr.com</u>	JAMS Senior Case Manager
Stephen Haberfeld, Esq.	<u>judgehaberfeld@gmail.com</u>	Arbitrator

/s/ Vanessa M. Cohen
An employee of Smith & Shapiro, PLLC

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DECLARATION OF SHAWN BIDSAL

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

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

2. On or about May 26, 2011, Benjamin Galshani ("Golshani"), acting on behalf of CLA Properties, LLC ("CLAP"), and I formed Green Valley Commerce, LLC, a Nevada limited liability company (the "Company" or "Green Valley").

3. Thereafter, Golshani and I began working on the terms of a proposed operating agreement for the Company.

4. Golshani and I agreed to use David LeGrand ("LeGrand") to assist in preparing the operating agreement.

5. The initial draft of the proposed operating agreement did not contain any buy-out language.

6. On August 18, 2011, Golshani spoke with LeGrand to discuss the terms of the proposed operating agreement. *See* LeGrand's August 18, 2011 email, a true and correct copy of which is attached hereto as *Exhibit "D"* and incorporated herein by this reference.

7. Later that day, LeGrand circulated a revised operating agreement which did not include the language at issue. *See* Exhibit "D".

8. At some point after August 18, 2011, Golshani, on behalf of CLAP, and I signed the current version of the operating agreement (the "Operating Agreement"). A true and correct copy of Green Valley Operating Agreement signed by CLAP and Bidsal is attached hereto as *Exhibit "E"* and incorporated herein by this reference.

9. Golshani is the one who came up with the language in Section 4 of Article V of the Operating Agreement ("for ease of reference, this will be referred to simply as "Section 4.")

10. This fact is confirmed in an email from LeGrand sent on June 19, 2013, which stated:

Ben and Shawn: attached please find a new OPAG [operating agreement] for Mission Square. Apparently there was a little confusion about which GVC [Green Valley Commerce] OPAG I was to use as a base document. This revised version is based upon the GVC OPAG that has Ben's language on buy sell.

1 A true and correct copy of LeGrand's June 19, 2013 email is attached hereto as *Exhibit "F"* and
2 incorporated herein by this reference.

3 11. Attached to the email was a copy of one of the drafts of the Green Valley operating
4 agreement, as well as a proposed operating agreement for Mission Square. See Exhibit "F".

5 12. However, prior to signing the Mission Square operating agreement, the following
6 sentence was inserted at the front of the 3rd paragraph of Section 4.2: "After the determination of
7 the (FMV),". See page 10 of the Mission Square Operating Agreement, a true and correct copy of
8 which is attached hereto as *Exhibit "G"* and incorporated herein by this reference.

9 13. While the Mission Square Operating Agreement has many differences when
10 compared to the Green Valley Operating Agreement, outside of the forgoing sentence, Section 4.2
11 of both Operating Agreements are identical. See Exhibits "E" and "G".

12 14. Because of this, the additional language in the Mission Square operating agreement
13 is helpful in clarifying the intent of the parties relating to Section 4.2 of the Green Valley Operating
14 Agreement.

15 15. The present dispute revolves around Section 4 which is the buy-sell language
16 proposed and provided by Ben.

17 16. On July 7, 2017, I propounded a written Offer to purchase CLAP's Membership
18 Interest in the Company pursuant to Section 4 of the Operating Agreement at a price which I *thought*
19 was the fair market value. I am not an appraiser and I did not commission an appraisal before
20 submitting my offer. A true and correct copy of my Offer is attached hereto as *Exhibit "H"* and
21 incorporated herein by this reference.

22 17. On August 3, 2017, CLAP provided its response. A true and correct copy of CLAP's
23 Response is attached hereto as *Exhibit "I"* and incorporated herein by this reference.

24 18. On August 5, 2017, I sent a letter to CLAP. A true and correct copy of my August
25 5, 2017 letter is attached hereto as *Exhibit "J"* and incorporated herein by this reference.

26 \\\

27 \\\

28 \\\

DATED this 8 day of January, 2018.

Shawn Bidsal

EXHIBIT 258

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Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

RESPONSE TO CLA PROPERTIES' ROGUE SUPPLEMENTAL OPPOSITION

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 response (the "Response") to CLA Properties, LLC's ("CLA") rogue Supplemental Opposition (the "Rogue Filing"). This Response 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 29th day December, 2021.

SMITH & SHAPIRO, PLLC

/s/ James E. Shapiro

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Nevada Bar No. 7907
Aimee M. Cannon, Esq.
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I.

PREFATORY STATEMENT

In the Interim Award dated October 20, 2021 (the “**Interim Award**”), the Arbitrator set forth a briefing schedule for Bidsal’s application for attorneys fees, allowing Bidsal until November 5, 2021, to file and serve his opening brief, allowing CLA Properties, LLC (“**CLA**”) until November 19, 2021, to file and serve its opposition, and allowing Bidsal until November 30, 2021, to file his reply brief. A review of the Interim Award makes clear that no further briefing was allowed. Further, while the Arbitrator adjusted the deadlines at the joint request of Bidsal and CLA, even under the revised schedule, CLA was allowed only one bite at this apple. Notwithstanding, and consistent with its prior actions, CLA is forcing Bidsal to run up his legal fees even further by filing a rogue Supplemental Opposition in violation of the Interim Order. Even worse, CLA fails to explain why the arguments raised in its Supplemental Opposition could not have been raised in its previously filed Opposition.

What is clear is that CLA continues to run up Bidsal’s legal fees, all while complaining about how much Bidsal is seeking to recover from CLA. Because CLA’s Rogue Filing was filed in violation of the Interim Order, it should be disregarded by the Arbitrator. However, even if the Arbitrator considers the Rogue Filing, for the reasons set forth herein, nothing in the Rogue Filing changes the fact that Bidsal is entitled to a full award of all attorneys fees and costs he has incurred in connection with this Arbitration.

II.

LEGAL AUTHORITY

A. THE LOVE DECISION CONFIRMS THAT BIDSAL IS ENTITLED TO AN AWARD OF ALL ATTORNEYS FEES AND COSTS INCURRED.

CLA makes the disingenuous argument that Bidsal stated that Nevada law is irrelevant. Bidsal has never made the argument that Nevada law is irrelevant, however, Bidsal (and the Arbitrator in the Interim Award) has stated that “[i]n interpreting a contract, the intent of the parties shall be effectuated, which may be determined in light of the surrounding circumstances *if not clear from the contract itself.*” See Interim Award quoting Anvui, LLC v. G.L.Dragon, LLC, 123 Nev.

1 212, 215 (2007). In fact, the case that CLA is currently relying upon in its Rogue Filing, Love v.
 2 Love, 959 P.2d 523, 114 Nev. 572 (Nev. 1998) came to the exact same conclusion stating, “[w]here
 3 language in a document is clear and unambiguous on its face, the court **must** construe it based on this
 4 plain language. Love citing Southern Trust v. K & B Door Co., 104 Nev. 564, 763 P.2d 353 (1988).¹
 5 (emphasis added).

6 Because the Green Valley Commerce, LLC (“**GVC**”) Operating Agreement (“**GVC OA**”)
 7 language is clear and unambiguous on the issue of the prevailing party being entitled to an award of
 8 all attorneys fees and costs incurred, even the Love decision demonstrates that Bidsal is entitled to
 9 recover all of his attorneys fees and costs incurred in connection with the Arbitration.

10 **B. THE GREEN VALLEY COMMERCE, LLC OPERATING AGREEMENT**
 11 **CONTROLS.**

12 As stated in the Reply and the Interim Award, “[i]n interpreting a contract, the intent of the
 13 parties shall be effectuated, which may be determined in light of the surrounding circumstances ***if***
 14 ***not clear from the contract itself.***” See Interim Award quoting Anvui, LLC v. G.L.Dragon, LLC,
 15 123 Nev. 212, 215 (2007). While many of the terms of the GVC OA are admittedly ambiguous, the
 16 attorney’s fees and costs provision is NOT ambiguous. See Exhibit “4” to the Reply.

17 Article III of the GVC OA addresses Members’ Meetings and **Deadlock**. Section 14, of
 18 Article III states: “In the event that Members reach a deadlock that cannot be resolved with a respect
 19 to an issue that requires a ninety percent vote for approval, then either Member may compel
 20 arbitration of the disputed matter as set forth in Subsection 14.1”. This provision is the section
 21 under which the current Arbitration was initiated.

22 Subsection 14.1 is entitled Dispute Resolution and states in pertinent part, “The fees and
 23 expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them
 24 from time to time as required; ***provided that at the conclusion of the arbitration, the arbitrator***
 25 ***shall award costs and expenses (including the costs of the arbitration previously advanced and***
 26 ***the fees and expenses of attorneys, accountants and other experts)*** to the prevailing party. See

27 _____
 28 ¹ It was for this holding that the matter of Love v. Love, was cited, nearly three years ago, by counsel for
 Bidsal in the prior arbitration.

Exhibit “4” at Article III, Section 14, Subsection 14.1. (emphasis added). The Operating Agreement, which controls this issue, is very clear in stating that the prevailing party must be awarded costs, expenses, attorney’s fees, accountant’s fees, and expert fees. *Id.* Further, under this plain and clear language, the award of attorney’s fees and costs in favor of the prevailing party is mandatory, not discretionary or permissive. *Id.*

C. PRODUCTION OF INVOICES TO RESPONDENT IS NOT REQUIRED.

1. CLA Fails to Explain Why the Arguments in the Rogue Filing Were Not Raised in the Opposition.

CLA spent four pages of their Opposition contesting the fact that the Smith & Shapiro and Gerrard Cox Larsen invoices (the “*Claimant’s Invoices*”) were not produced to CLA. See Exhibits “1-1” and “2-1”. CLA then made the unsupported statement that “Under Nevada law, Bidsal has the burden...to provide the documentation to support his claim so as to allow CLA to analyze and object if appropriate.” See Opposition at 1:26-2:1. This unsupported statement is the reason why CLA has now filed the Rogue Filing. Having been made aware that the Opposition was deficient, notwithstanding the fact that CLA enjoyed twenty-two days to draft it, CLA sought to correct this glaring deficiency via the Rogue Filing. CLA’s lack of preparation, however, should not act to penalize Bidsal, which it is currently doing by forcing Bidsal to incur additional attorney fees addressing an issue which should have been addressed in the Opposition, but was not.

Notably, CLA provides absolutely no justification for its failure to address this matter in the Opposition. Instead, CLA seeks to pin their lack of diligence in drafting their Opposition on Bidsal, chastising Bidsal for not citing a case in support of Respondent’s theory contained in the Opposition; as if Bidsal has a duty to make CLA’s arguments for it. Bidsal correctly pointed out that CLA’s arguments about Nevada law were not supported by any citation to Nevada law, and CLA’s effort to blame its own incompetence on Bidsal serves only to underscore the level of CLA’s desperation.

2. The Love Decision is not Applicable for the Proposition that Billing Statements Must be Provided to the Respondent for Review in the Present Arbitration.

Turning to the new arguments raised by CLA in the Rogue Filing, the *Love* decision does not change the analysis in this case. The facts and analysis of *Love v. Love*, 959 P.2d 523,

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114 Nev. 572 (Nev. 1998) are significantly different from the current Arbitration in several crucial aspects. First, Love is a divorce, paternity and child support case, a far cry from a dispute involving the sale of a business interest with a 28-page operating agreement. Second, Love did not involve an Arbitration, but rather litigation in the Family Court Division of the Eighth Judicial District Court. Third, the billing statements at issue in Love were sealed by the lower court to the extent that the Supreme Court apparently could not access them in deciding the issue. Fourth, the lower court's order and judgment in Love, did not state the basis for its award of attorney fees. Fifth, the attorney fees and costs awarded in Love, were solely awarded based upon statutory law, not on the language of an agreement reached by the parties involved. These differences, between the factual and procedural history in the Love decision and the factual and procedural history in this case, as it pertains to billing statements, are so notable as to make it inapplicable to the present Arbitration.

In the present Arbitration, the GVC OA is an agreement between the parties which is unambiguous on its face with respect to the award of attorney fees and costs. As such, the Arbitrator must construe the language of the GVC OA based upon that plain language. As the GVC OA is the controlling document and does not have a mandate that the prevailing party submit its billing statements to the non-prevailing party for review, no such obligation should be ascribed to the GVC OA. Second, the Arbitrator, unlike the Supreme Court in Love, has the ability to review the billing statements, as they have been provided to the Arbitrator in their entirety. Third, the Arbitrator, can and likely will, state his basis for an award of attorney fees and costs in his decision. Fourth, any fees and costs awarded by the Arbitrator will not have been awarded pursuant to statutory law, but rather they will be awarded pursuant to the GVC OA, based upon language of the agreement reached by the parties involved with the Arbitration.

3. CLA's Reliance Upon Love Is Misplaced.

The Supreme Court in Love reversed the district court's award of attorney's fees and remanded the billing matter back to the district court to allow the Appellant to review and dispute expenses contained within the billing statement. *See Love v. Love*, 959 P.2d 523, 114 Nev. 572 (Nev. 1998). The Love court additionally stated that "...under the provisions of NRS 125.040, the court may award a reasonable attorney's fee to either party to an action for divorce if those fees are

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

in issue under the pleadings.” *Id.* (emphasis added). Essentially, the Love court wanted the appellant to have a chance to dispute expenses that may not be “reasonable.” However, the reasonableness of fees and costs is not at issue in the present Arbitration. The GVC OA states, in pertinent part, “[t]he fees and expenses of JAMS and the arbitrator shall be shared equally by the Members and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator *shall award costs and expenses (including the costs of arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts)* to the prevailing party.” See Exhibit “4” to the Reply at BIDSAL000008 (emphasis added). There is absolutely no mention in the GVC OA that the fees and expenses incurred by the prevailing party must be determined to be reasonable. Such language is completely absent from the GVC OA and as the Arbitrator must construe the language of the GVC OA based upon that plain language, it would be improper for the Arbitrator to ascribe additional terms to the GVC OA. Given that the purpose of the reversal and remand in Love was to allow the appellant to assess the billing records for reasonableness and given the fact that no such standard is included in the GVC OA, the holding in Love is not applicable to the present matter.

III.

CONCLUSION

As noted above, the GVC OA provides for the prevailing party to recover all of its fees, costs, and expenses. There is no contractual or legal requirement that CLA be provided billing records containing privileged information. Bidsal is the prevailing party in this arbitration and an award of all fees and costs he incurred is warranted under the GVC OA. 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 29th day of December, 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 29th day of December, 2021, I served a true and correct copy of the forgoing **RESPONSE TO CLA PROPERTIES' ROGUE SUPPLEMENTAL OPPOSITION**, by emailing a copy of the same, with Exhibits (if any), to:

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

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

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EXHIBIT 259

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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.)

**CLAIMANT SHAWN BIDSAL'S SUPPLEMENT TO
 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 pursuant to the Arbitrator's January 5, 2022 ruling, propound redacted copies of the underlying invoices which are the subject of Bidsal's Application for Award of Attorney Fees and Costs. Also attached are Amended Affidavit of Attorneys Fees, which include the attorney's fees incurred after the original Application was filed. *See Exhibits "6" & "7".*

Dated this 12th day January, 2022.

SMITH & SHAPIRO, PLLC

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 12th day of January, 2022, I served a true and correct copy of the forgoing **CLAIMANT SHAWN BIDSAL'S SUPPLEMENT TO APPLICATION FOR AWARD OF ATTORNEY FEES AND COSTS**, by uploaded and serving all parties as part of JAMS e-filing system.

/s/ Jennifer A. Bidwell

An employee of Smith & Shapiro, PLLC

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3333 E. Serene Ave., Suite 130
Henderson, NV 89074
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Exhibit “6”

Exhibit “6”

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

AMENDED AFFIDAVIT OF ATTORNEY FEES

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss:

1. JAMES E. SHAPIRO, 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 Smith & Shapiro, PLLC, with offices located at 3333 E. Serene 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 complex business and real property transactions and litigation matters.

4. Aimee 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 2010. Since 2010,

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virtually all of her time as an attorney has been spent on complex business and real property transactions and litigation matters. Ms. Cannon has been licensed, in good standing, as an attorney in the State of North Carolina since 1999. Ms. Cannon has been authorized not only to practice in Nevada and North Carolina, but also in front of the United States Court of Appeals for the Armed Forces.

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 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.

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 amounts contained below constitute the amount, to the best of this affiant's knowledge and belief, that has 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>
James E. Shapiro, Esq.	\$350.00	345.40	\$120,890.00
Aimee M. Cannon, Esq.	\$350.00	539.10	\$188,685.00
TOTAL:			\$313,985.00¹

8. When considering the *Brunzell* 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 E. 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. Cannon, 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.

\\

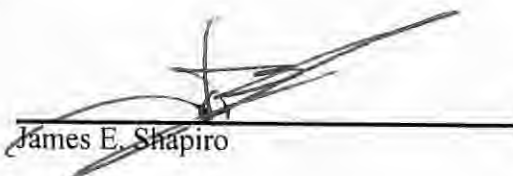
¹ The total also includes 19.6 hour of paralegal time for Jennifer Bidwell at \$225.00/hour.

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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 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, and three different occasions forced myself and Aimee from my office, as well as Doug Gerrard and Shawn Bidsal, 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 saith naught.


 James E. Shapiro

SUBSCRIBED and SWORN to before
 me this 11th day of January, 2022.


 NOTARY PUBLIC





SMITH & SHAPIRO

ATTORNEYS AT LAW

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702.318.5033 702.318.5034

smithshapiro.com

Smith & Shapiro, PLLC

INVOICE

Invoice No.:	17321221
Issue Date:	3/2/2020
Matter:	Bidsal / GV Arb [17321002] JS
Email:	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub

Expenses

Expense	Billed By	Price	Qty	Sub
Smith & Shapiro Runner \$35 2/7/2020 Runner fee to deliver Demand for Arbitration to JAMS.	JS	\$35.00	1.00	\$35.00
Short Trial Judge / Arbitrator Fees 2/7/2020 Filing Fee Payment to JAMS for Demand for Arbitration.	JS	\$1,750.00	1.00	\$1,750.00
		Expenses Total:	2.00	\$1,785.00



Terms & Conditions

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321222
Issue Date	4/1/2020
Matter	Bidsal / GV Arb. [17321002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
3/3/2020 Receipt and Review Commencement of Arbitration; Exchanged emails with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	0.30	\$105.00
3/5/2020 Receipt and review CLA Properties' Answer and Counterclaims; Prepared Strike List; Exchanged emails with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	0.40	\$140.00
3/9/2020 Revised Strike List; Exchanged emails with Debbie Holman and Shawn Bidsal regarding [REDACTED]; Reviewed Rod Lewin's letter to JAMS; Exchanged emails with Shawn Bidsal regarding [REDACTED]; Worked on response to Rod Lewin's demand for Haberkfeld.	James Shapiro	\$350.00	0.40	\$140.00
3/10/2020 Prepared letter to JAMS regarding Rod Lewin's request that the matter be assigned to Judge Haberkfeld; Exchanged emails with Shawn Bidsal regarding [REDACTED]; Teleconference with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	2.90	\$1,015.00

Time Entries	Billed By	Rate	Hours	Sub
3/11/2020 Receipt and review email from Rod Fournier (Dobbs Holzman & JAMS) regarding appointment of arbitrator. Exchanged email with Shawn Bisal regarding [REDACTED] Teleconference with Shawn Bisal regarding [REDACTED]	James Shapiro	\$150.00	0.80	\$120.00
3/20/2020 Receipt and review letter from JAMS. Exchanged emails with client regarding [REDACTED]	James Shapiro	\$150.00	0.10	\$15.00
3/25/2020 Receipt and review Notice of Appointment of Arbitrator. Exchanged email with Shawn Bisal regarding [REDACTED] Receipt and review of Demand Request. Exchanged emails with JAMS regarding the same.	James Shapiro	\$150.00	0.20	\$30.00
		Time Entries Total	1.10	\$175.00



Terms & Conditions

All invoices are due upon receipt. All fees are due quarterly the end of the month will incur an interest at a rate of eighteen percent (18%) per annum. (Interest on past due not paid in full)

When receiving client funds, a receipt for will apply. Payment is non-refundable. 70% of the fee is to be paid by the client.



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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321223
Issue Date	5/1/2020
Matter	Bidsal / GV Arb [17321002] JS
Email	wcibb@yahoo.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
4/1/2020 Exchanged emails with Ishi Kurini, Louis Garfinkel and Shawn Bidsal regarding outstanding items.	James Shapiro	\$350.00	0.10	\$35.00
4/2/2020 Exchanged emails with Louis Garfinkel, Michelle Samaniego @ JAMS and Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	0.10	\$35.00
4/9/2020 Reviewed information from JAMS. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Exchanged emails with Louis Garfinkel regarding my prior interactions with Judge Wall.	James Shapiro	\$350.00	0.40	\$140.00
4/10/2020 Exchanged emails with Shawn regarding [REDACTED]. Exchanged emails with JAMS regarding the Preliminary Arbitration Management Conference Call. Exchanged emails with Louis Garfinkel regarding prior interactions with Judge Wall.	James Shapiro	\$350.00	0.30	\$105.00
4/13/2020 Teleconference with Shawn Bidsal regarding [REDACTED]. [REDACTED] Exchanged emails with Louis Garfinkel regarding the same.	James Shapiro	\$350.00	0.60	\$210.00
4/14/2020 Receipt and review Notice of Conference Call from JAMS. Exchanged emails with Shawn Bidsal regarding [REDACTED].	James Shapiro	\$350.00	0.20	\$70.00
4/16/2020 Participated in Preliminary Arbitration Conference.	James Shapiro	\$350.00	0.40	\$140.00

Time Entries	Billed By	Rate	Hours	Sub
4/20/2020 Exchanged emails with opposing counsel regarding preliminary arbitration issues.	James Shapiro	\$150.00	0.30	\$45.00
4/22/2020 Bidsal / CV Arbitration Call with Rod Lewin and Louis Garfinkel regarding discovery deadlines and other issues relating to the arbitration. Exchanged emails with Shawn regarding [REDACTED]. Teleconference with Shawn regarding [REDACTED].	James Shapiro	\$150.00	1.00	\$150.00
4/24/2020 Reviewed email from Shawn Bidsal regarding [REDACTED]. Conference call with Rod Lewin and Louis Garfinkel regarding arbitration issues.	James Shapiro	\$150.00	1.10	\$165.00
4/27/2020 Exchanged emails with Shawn Bidsal regarding [REDACTED]. Exchanged emails with Rod Lewin regarding the same.	James Shapiro	\$150.00	0.20	\$75.00
4/29/2020 Teleconference with Shawn Bidsal regarding [REDACTED]. Teleconference with Shawn Bidsal and Doug Gerrard regarding [REDACTED].	James Shapiro	\$150.00	2.20	\$330.00
4/29/2020 Exchanged emails with Rod Lewin regarding the proposed discovery schedule. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Worked on our payroll calculation as compared to Ben's calculation. Teleconference with Shawn Bidsal [REDACTED]. Conference call with Rod Lewin and Louis Garfinkel regarding [REDACTED].	James Shapiro	\$150.00	1.50	\$225.00
4/30/2020 Conference call with Steven and Doug to discuss [REDACTED].	James Shapiro	\$150.00	1.00	\$150.00
		Time Entries Total	14.00	\$2,100.00



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smithsonian.com

INVOICE

VIII To:

14039 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries	Billed By	Rate	Hours	Sub
5/1/2020 Worked on discovery items. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Meeting with Doug Gerrard to discuss [REDACTED]. Conference call with Doug Gerrard and Shawn Bidsal regarding [REDACTED]. Prepared demand letter regarding indemnification. Receipt and reviewed the Scheduling Order.	James Shapiro	\$350.00	3.70	\$1,295.00
5/1/2020 Review all correspondence. Review all pleadings. Review transcript from motion to stay in preparation to draft the Reply to CLA's Answer and Counterclaim.	Aimee Cannon	\$350.00	3.30	\$1,155.00
5/4/2020 Worked on letter regarding indemnification. Exchanged emails with Shawn and Doug Gerrard regarding [REDACTED]. Receipt and review Notice of Arbitration. Finalized demand for indemnity and sent out to CLAP via its attorneys.	James Shapiro	\$350.00	1.00	\$350.00

Time Entries	Billed By	Rate	Hours	Sub
8/4/2020 Review demand for indemnification. Continue drafting Answers and Counterclaim.	Aimee Cannon	\$150.00	3.00	\$1,100.00
8/5/2020 Draft Counterclaim for indemnity.	Aimee Cannon	\$150.00	1.00	\$550.00
8/9/2020 Reviewed emails from the Arbitrator and Rodney Lewin. Respond and review letter from Rodney Lewin regarding counterclaim for indemnification.	James Shapiro	\$100.00	0.50	\$700.00
8/17/2020 Review correspondence from Rodney Lewin. Begin drafting initial disclosures.	Aimee Cannon	\$150.00	0.80	\$250.00
8/18/2020 Review operating agreement to determine if client needs to post a bond with respect to the demand for indemnification. Draft request for admissions. Draft request for production of documents. Draft interrogatories upon CLAF. Review revisions to the answer to CLAF's counterclaim and revised demand for arbitration. Review Operating Agreement.	Aimee Cannon	\$250.00	4.70	\$1,815.00
8/18/2020 Reviewed Answer to Counterclaims. Prepared First Amended Demand for Arbitration. Exchanged emails with Doug and Shawn regarding [REDACTED]. Teleconference with Doug regarding [REDACTED].	James Shapiro	\$150.00	1.00	\$250.00
8/19/2020 Continue evaluating operating agreement. Review response to Union letter regarding indemnification.	Aimee Cannon	\$150.00	3.30	\$1,010.00
8/19/2020 Worked on our initial disclosures. Exchanged emails with Shawn Bidal regarding [REDACTED]. Revised our Initial Disclosures. Revised and finalized response letter regarding indemnification.	James Shapiro	\$150.00	2.30	\$350.00
8/23/2020 Respond and review discovery request from CLAF to Bival. Exchanged emails with team regarding [REDACTED].	James Shapiro	\$150.00	0.50	\$105.00
8/27/2020 Review discovery requests propounded by CLAF. Begin drafting responses to discovery requests.	Aimee Cannon	\$150.00	0.80	\$250.00
8/31/2020 Exchanged emails with Doug Gerrard regarding [REDACTED].	James Shapiro	\$150.00	0.10	\$15.00
9/1/2020 Teleconference with Louis Garfinkel regarding the written discovery requests. Exchanged emails with Louis Garfinkel regarding the same. Exchanged emails with Shawn Bidal regarding [REDACTED]. Worked on our Initial Disclosures. Teleconference with Shawn Bidal regarding [REDACTED]. Finalized and propounded written discovery.	James Shapiro	\$150.00	1.30	\$155.00
9/1/2020 Review communications related to settlement conference.	Aimee Cannon	\$150.00	0.10	\$15.00

Time Entries	Billed By	Rate	Hours	Sub
4/16/2020 Review communications regarding discovery requests from CLP, and withmember conference scheduling. Continue drafting discovery responses. Review the counsel's comments to the confidential withmember statement. Review documents to be produced.	Aimee Cannon	\$350.00	5.90	\$2,085.00
4/16/2020 Exchanged emails with Louis Germain regarding discovery requests and deadline to file out Answer to the Counterclaims.	James Shapiro	\$350.00	0.60	\$210.00
5/10/2020 Review documents in production folder.	Aimee Cannon	\$350.00	0.60	\$210.00
5/11/2020 Exchanged email with David Germain regarding [REDACTED] [REDACTED] Teleconference with Rod Lewin regarding outstanding issues. Reviewed Doug's changes to the proposed Answer to Counterclaim.	James Shapiro	\$450.00	0.60	\$270.00
5/19/2020 Teleconference with Rod Lewin regarding the initial Disclosures.	James Shapiro	\$450.00	0.10	\$45.00
5/20/2020 Exchanged emails with Rod Lewin regarding CLAP's extension to dispositioin its Initial Disclosures. Worked on outstanding items. Tested BlueJeans with Shawn and discussed the upcoming settlement conference via BlueJeans. Receipt and evaluate CLAP's Initial Disclosures.	James Shapiro	\$350.00	0.60	\$210.00
5/21/2020 Receipt and review CLAP's Motion to Replace Bidsal as the day-to-day manager. Exchanged emails with Shawn Bidsal [REDACTED]	James Shapiro	\$350.00	0.10	\$35.00
5/22/2020 Contact client regarding [REDACTED] [REDACTED] Begin drafting Opposition to Motion to Change Management.	Aimee Cannon	\$350.00	0.10	\$35.00
5/26/2020 Teleconference with Shawn Bidsal regarding [REDACTED] [REDACTED]	James Shapiro	\$350.00	0.10	\$35.00
5/27/2020 Review CLAP motion to replace manager of green valley. Discuss [REDACTED] with client. Begin drafting opposition to motion to replace manager.	Aimee Cannon	\$350.00	5.00	\$1,750.00
5/28/2020 Review email from client. Continue drafting opposition to CLAP's Motion to Remove Bidsal as Day to Day Manager of SVC. Review CLAP unlodged documents.	Aimee Cannon	\$350.00	5.90	\$2,085.00
5/29/2020 Exchanged emails with Shawn regarding [REDACTED] [REDACTED] Reviewed documents and information from Shawn.	James Shapiro	\$450.00	0.90	\$405.00
5/29/2020 Review documents provided by client. Continue drafting Opposition to motion to remove Bidsal as day to day manager.	Aimee Cannon	\$350.00	5.50	\$1,925.00
5/29/2020 Respond to client's email regarding [REDACTED] [REDACTED]	Aimee Cannon	\$350.00	0.10	\$35.00
		Time Entries Total	54.40	\$19,045.00

Expenses

Expense	Billed By	Price	Qty	Sub
Postage 5/4/2020 Mailed Invermization letters	JS	\$2.00	1.00	\$2.00
		Expenses Total:	1.00	\$2.00



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ATTORNEYS AT LAW

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

702.318.5033 702.318.5034

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321225
Issue Date	7/1/2020
Mailer	Bidsal / GV Atty [17321002] JS
Email	wcib@yahoe.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
6/1/2020 Draft Bidsal declaration in support of the opposition to Respondent's Motion to Remove Bidsal as day-to-day manager of Green Valley Commerce. Add factual section to opposition regarding client's openness with business records.	Aimee Cannon	\$350.00	5.10	\$1,785.00
6/1/2020 Worked on Opposition to Remove Bidsal.	James Shapiro	\$350.00	1.80	\$630.00
6/2/2020 Continue drafting opposition.	Aimee Cannon	\$350.00	1.50	\$525.00
6/3/2020 Client teleconference to go over [REDACTED] Review client's emails with [REDACTED] Review and incorporate client's redline comments to opposition.	Aimee Cannon	\$350.00	3.80	\$1,330.00

Time Entries	Billed By	Rate	Hours	Sub
6/4/2020 Final draft in opposition to motion to remove Bidsal as day to day manager of Green Valley. Comments: Compile exhibits for motion.	Aimee Cannon	\$150.00	5.00	\$1,050.00
6/8/2020 Teleconference with Shawn Bidsal regarding [REDACTED]. Exchanged emails with Doug Gensard regarding [REDACTED]. [REDACTED] Reviewed Opposition to Motion to Remove Shawn Bidsal.	James Shapiro	\$150.00	2.00	\$300.00
6/9/2020 Finalize the opposition to motion to remove manager. Conference call with client regarding [REDACTED]. Research [REDACTED]. Bill client's opposition with (97) of the Opposition.	Aimee Cannon	\$150.00	7.50	\$1,125.00
6/9/2020 Worked on Opposition to Motion to Remove Bidsal. Teleconference with Shawn Bidsal and Doug Gensard regarding [REDACTED].	James Shapiro	\$150.00	1.00	\$150.00
6/10/2020 Complete compiling exhibits. Send requested documents to client. Client teleconference [REDACTED].	Aimee Cannon	\$150.00	3.00	\$1,350.00
6/11/2020 Review draft discovery responses.	Aimee Cannon	\$150.00	0.20	\$70.00
6/13/2020 Modify draft discovery responses.	Aimee Cannon	\$150.00	2.50	\$375.00
6/15/2020 Final responding to CJA discovery and first supplemental discovery responses.	Aimee Cannon	\$150.00	1.00	\$150.00
6/16/2020 Teleconference with Rud regarding settlement discussions. Exchanged emails with Shawn Bidsal regarding [REDACTED].	James Shapiro	\$150.00	0.50	\$105.00
6/16/2020 Continue drafting supplemental disclosures and response to CJA's discovery request. Client teleconference to discuss [REDACTED].	Aimee Cannon	\$150.00	3.00	\$1,350.00
6/17/2020 Worked on discovery responses. Exchanged emails with JAMS and Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.70	\$215.00
6/18/2020 Review notices of deposition from CJA. Review discovery to final preparing production.	Aimee Cannon	\$150.00	0.50	\$115.00
6/18/2020 Exchanged email with JAMS regarding scheduling trial arguments on the pending motion to remove Bidsal. Revised discovery responses. Exchanged emails with Shawn regarding [REDACTED]. Exchanged emails with Shawn regarding [REDACTED]. Researched [REDACTED]. Exchanged emails with Shawn and Doug regarding [REDACTED].	James Shapiro	\$150.00	2.00	\$700.00
6/19/2020 Coordinate production of documents for trial discovery. Communications with client regarding [REDACTED]. Client teleconference. Draft notice of deposition for Benjamin Goldstein.	Aimee Cannon	\$150.00	0.70	\$450.00

Time Entries	Billed By	Rate	Hours	Sub
6/15/2020 Exchanged emails with Shawn Bidsal and Doug Gerard regarding [REDACTED]. Teleconference with Shawn Bidsal regarding [REDACTED]. Teleconference with Shawn Bidsal, Doug Gerard, and Aimee Cannon regarding [REDACTED]. Finalized Motion of Disposition of Ben Golshani.	James Shapiro	\$150.00	1.00	\$150.00
6/22/2020 Finalized responses to discovery requests. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Exchanged emails with Rod Lewin and Louis Samuels regarding the same. Exchanged emails with JAMS regarding briefing on motion to remove Bidsal. Receipt and evaluate summary responses from CLS.	James Shapiro	\$150.00	1.00	\$150.00
6/22/2020 Review (first supplement to initial disclosures for filing issue). Draft correspondence to arbitrator regarding supportas. Client teleconferencing regarding [REDACTED]. Received more documents from client.	Aimee Cannon	\$150.00	2.50	\$375.00
6/22/2020 Date stamped and organized all documents for production.	Jennifer Dawel	\$25.00	2.30	\$57.50
6/23/2020 Review discovery responses from CLS. Review Subpoena (under Plaintiff's term CLS with client's objections in mind).	Aimee Cannon	\$150.00	4.40	\$660.00
6/23/2020 Bidsal v. GV Arb. Exchanged emails with Rod Lewin and Shawn Bidsal regarding [REDACTED].	James Shapiro	\$150.00	0.40	\$60.00
6/24/2020 Teleconferences with Shawn Bidsal regarding [REDACTED]. Receipt and review letter from Rod Lewin regarding depositions and subpoenas. Teleconference with Doug, Shawn and Aimee regarding [REDACTED]. Receipt and evaluate CLN's Reply (SC) of Motion to Remove Manager.	James Shapiro	\$150.00	1.00	\$150.00
6/24/2020 Client teleconference. Draft Motion to Quash Subpoenas.	Aimee Cannon	\$150.00	1.10	\$165.00
6/25/2020 Continue drafting Motion/Correspondence relating to the CLS subpoena. Review CLS's Opposition to the Motion to Remove Bidsal as day-to-day manager.	Aimee Cannon	\$150.00	3.30	\$495.00
6/25/2020 Worked on Motion for Protective Orders. Exchanged Emails with Shawn and Doug regarding [REDACTED]. Worked on outstanding items. Teleconferences with Rod Lewin regarding depositions and settlement discussions. Teleconferences with Doug regarding [REDACTED].	James Shapiro	\$150.00	2.00	\$300.00
6/25/2020 Review communications between Bidsal (client) and coach (in witnesses).	Aimee Cannon	\$150.00	0.40	\$60.00
6/25/2020 Exchanged emails with Blake Dierman and Shawn Bidsal regarding the [REDACTED].	James Shapiro	\$150.00	0.40	\$60.00
6/29/2020 Call from client to discuss [REDACTED].	Aimee Cannon	\$150.00	0.30	\$45.00

Time Entries	Billed By	Rate	Hours	Sub
6/25/2020 Prepared for Information Motion to Remove Hidsa. Teleconference with Shawn Hidsa regarding [REDACTED]. Reviewed proposed stipulation regarding distributions. Exchanged emails with Shawn and Doug regarding [REDACTED].	James Shapiro	\$180.00	1.00	\$180.00
6/30/2020 Review CLU's Opposition to the Emergency Motion regarding handling of subpoenas. Teleconference with client and counsel.	Aimee Cannon	\$150.00	1.20	\$180.00
6/30/2020 Reviewed CLU's Opposition to our Motion to Quash Subpoenas. Prepared Reply Brief. Exchanged emails with Fred Lewin regarding the proposed Stipulation re: Distributions. Conference call with Shawn, Aimee and Doug at [REDACTED]. Finalized and filed our Reply brief.	James Shapiro	\$150.00	1.60	\$240.00
		Time Entries Total	74.30	\$13,927.50



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SMITH & SHAPIRO

ATTORNEYS AT LAW

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321226
Issue Date	8/3/2020
Matter	Bidsal / GV Arb [17321002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
Interest				

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
7/1/2020 Prepared for and participated in hearing on CLAP's Motion to Remove Bidsal and Bidsal's Motion to Quash Subpoenas and for Protective Order. Conference call with Shawn, Doug and Aimee. Conference call with Shawn and Aimee. Exchanged emails with Rod Lewin regarding the outcome of today's hearings. Prepared letter to Clifford Larson Allen regarding the subpoenas.	James Shapiro	\$350.00	4.00	\$1,400.00
7/1/2020 Review Stipulation re: GVC Distributions. Review communications from client. Client teleconference.	Aimee Cannon	\$350.00	0.70	\$245.00
7/2/2020 Draft supplemental brief re: tender. Draft response to Lewin's correspondence.	Aimee Cannon	\$350.00	4.80	\$1,680.00
7/2/2020 Teleconference with Mike Flom regarding Subpoenas to Clifford Larson Allen. Exchanged emails with Mike Flom regarding the same. Reviewed and revised Supplemental Brief.	James Shapiro	\$350.00	2.90	\$1,015.00

Time Entries	Billed By	Rate	Hours	Sub
7/6/2020 Reviewed Supplemental Brief. Exchanged emails with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$450.00	0.40	\$180.00
7/6/2020 Review modifications to the supplemental brief regarding tender. Continue drafting responses to CLA's complaint regarding interrogatory responses.	Aimee Cannon	\$450.00	0.70	\$315.00
7/7/2020 Review updated supplemental briefing on motion to remove manager.	Aimee Cannon	\$450.00	0.20	\$90.00
7/7/2020 Reviewed Doug's changes to the Supplemental Brief. Finalized the Supplemental Brief.	James Shapiro	\$450.00	2.50	\$975.00
7/9/2020 Exchanged emails with Louis and Rod regarding Bidsal's discovery response. Worked on response letter.	James Shapiro	\$450.00	0.10	\$45.00
7/9/2020 Check the calendar and emails to determine if calendared deadlines are accurate. Finish response to discovery correspondence from CL's counsel.	Aimee Cannon	\$450.00	1.50	\$675.00
7/10/2020 Review and finalized response letter to Louis Garfinkel. Exchanged emails regarding the same. Receipt and Evaluate CL's second set of interrogatories to Shawn Bidsal and CL's request for production of documents let two (2).	James Shapiro	\$450.00	0.60	\$270.00
7/13/2020 Review CL's second set of discovery. Begin drafting responses to discovery requests.	Aimee Cannon	\$450.00	2.40	\$1,080.00
7/14/2020 Respond to CL's second and third discovery requests. Review CL's tender reply brief.	Aimee Cannon	\$450.00	5.40	\$2,430.00
7/14/2020 Receipt and review CL's Supplemental Reply. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$450.00	0.10	\$45.00
7/15/2020 Exchanged emails regarding pending motion, receipt and evaluate CL's email to the supplemental briefing on their motion to remove Bidsal as day to day manager.	James Shapiro	\$450.00	0.30	\$135.00
7/15/2020 Finish discovery responses. Review CL's email to the supplemental briefing on their motion to remove Bidsal as day to day manager. Continue drafting Opening Brief.	Aimee Cannon	\$450.00	3.40	\$1,530.00
7/16/2020 Review CL's motion to compel. Review California's latest covid-19 orders. Call from Shawn Bidsal regarding [REDACTED]. Begin drafting the opposition to CL's motion to compel.	Aimee Cannon	\$450.00	2.20	\$990.00
7/16/2020 Receipt and evaluate CL's Proposed CL's Motion to Compel Answer to First Set of Interrogatories to Shawn Bidsal.	James Shapiro	\$450.00	0.10	\$45.00
7/17/2020 Receipt and Evaluate responses: Third Request for Production of Documents.	James Shapiro	\$350.00	0.40	\$140.00

Time Entries	Billed By	Rate	Hours	Sub
7/17/2020 Continue drafting opposition to motion to compel	Aimee Cannon	\$150.00	0.50	\$75.00
7/20/2020 Receipt and review the Arbitrator's Order regarding CLA's Motion to Remove Manager. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Worked on Opposition to CLA's Motion to Compel and Counter-motion (in Stay Arbitration). Exchanged emails with Shawn and Doug regarding [REDACTED]. Receipt and review CLA's Third Request for Documents. Exchanged emails regarding the same.	James Shapiro	\$150.00	1.00	\$150.00
7/21/2020 Worked on outstanding items. Correspondence with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$150.00	0.70	\$105.00
7/22/2020 Teleconference with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$150.00	0.50	\$75.00
7/23/2020 Worked on Opposition to Motion to Compel and Counter-motion for Stay. Exchanged emails with Michael Flom regarding Shawn's Consent Form. Teleconference with Shawn Bidsal and Aimee Cannon regarding [REDACTED]	James Shapiro	\$150.00	0.90	\$135.00
7/23/2020 Review client's additions/corrections to motion to compel. Teleconference with client + 3. Teleconference with co-counsel. Draft declaration for filing in support of motion to compel.	Aimee Cannon	\$150.00	5.00	\$750.00
7/24/2020 Prepared Opposition and Counter-motion	James Shapiro	\$150.00	0.30	\$45.00
7/24/2020 Review changes made by co-counsel/availability of counsel. Re-ordinate. Review arbitrator's order on motion to remove Bidsal as day to day manager.	Aimee Cannon	\$150.00	1.50	\$225.00
7/27/2020 Teleconference with Doug Gerrard [REDACTED]. Downloaded documents from Clifford Lurson Allen.	James Shapiro	\$150.00	1.00	\$150.00
7/28/2020 Teleconference with Shawn Bidsal regarding [REDACTED]. Reviewed CL A's Reply brief.	James Shapiro	\$150.00	0.30	\$45.00
7/30/2020 Prepared for Monday's hearing. Reviewed Shawn's [REDACTED]	James Shapiro	\$150.00	0.50	\$75.00
7/31/2020 Reviewed Shawn's [REDACTED]. Exchanged emails with Shawn regarding [REDACTED]. Prepared for hearing on Monday. Participated in conference calls with Shawn, Doug and Aimee to discuss [REDACTED]	James Shapiro	\$150.00	1.30	\$195.00
7/31/2020 Review communications to prepare for client teleconference.	Aimee Cannon	\$150.00	0.10	\$15.00
7/31/2020 Client teleconference.	Aimee Cannon	\$150.00	0.20	\$30.00
		Time Entries Total	68.00	\$10,200.00

Expenses:

Expense	Billed By	Price	Qty	Sub
Hearing Transcripts (CDs) 7/3/2020 Fee to Order Transcript for Appeal.	JS.	\$30.00	1.00	\$30.00
		Expenses Total:	1.00	\$30.00



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INVOICE

VIII To:

14039 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
8/3/2020 Prepared for and participated in the hearing on CLA's Motion to Compel Teleconference with Shawn Bidsal and Doug Gerard regarding [REDACTED] Reviewed the Arbitration's Written Order. Exchanged emails with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	1.30	\$455.00

Time Entries	Billed By	Rate	Hours	Sub
8/30/20 Review First Remanded Demand for Arbitration. Review Clifton Larsen Allen documents for redaction and production. Review arbitrator's order extending the deadlines.	Aimee Cannon	\$150.00	0.90	\$1,075.00
9/4/2020 Receipt and analysed JAMS Notice of Hearing setting the new Arbitration date. Exchanged emails with Shawn Bissal regarding [REDACTED]	James Shapiro	\$150.00	0.20	\$70.00
9/4/2020 Continue reviewing Clifton Larsen Allen documents for proposed redactions.	Aimee Cannon	\$150.00	3.30	\$1,020.00
9/9/2020 Review last of Clifton Larsen Allen documents. Unload documents and provide to client for review. Continue Bissal's [REDACTED] Client teleconference.	Aimee Cannon	\$150.00	1.70	\$685.00
9/9/2020 Worked on outstanding matters.	James Shapiro	\$150.00	0.20	\$70.00
9/10/2020 Respond to CLAL Third/Fourth Request for Production.	Aimee Cannon	\$150.00	1.40	\$490.00
9/10/2020 Exchanged emails with Rod Lewin regarding the proposed production and order to extend discovery. Finalized and submitted stipulation (and order to extend discovery). Teleconference with Shawn Bissal regarding [REDACTED] Worked on Clifton Larsen Allen document disclosures.	James Shapiro	\$150.00	3.70	\$1,205.00
9/11/2020 Teleconference with client regarding [REDACTED] Draft the Motion to Remove Bissal as Day to Day Manager Statement of Facts into an email to the Expert Witness (accountant). Final redactions on Clifton Larsen Allen documents.	Aimee Cannon	\$150.00	1.50	\$1,225.00
9/12/2020 Teleconference with accountant and client.	Aimee Cannon	\$150.00	0.90	\$303.00
9/12/2020 Exchanged emails with Louis Samelick regarding Clifton Larsen Allen's document production and outstanding discovery. Participated in conference call with Chris Wilcox and his team.	James Shapiro	\$150.00	1.10	\$385.00
9/20/2020 Review new engagement letter from expert witness (accounting).	Aimee Cannon	\$150.00	0.10	\$35.00
9/17/2020 Compile Edie Bailey documents.	Aimee Cannon	\$150.00	4.10	\$1,495.00
9/18/2020 Discuss [REDACTED] with client.	Aimee Cannon	\$150.00	0.10	\$35.00
9/19/2020 Review documents to provide to Edie Bailey.	Aimee Cannon	\$150.00	0.60	\$210.00
9/20/2020 Worked on production of documents to Edie Bailey. Teleconference with Norm Kur regarding the same.	James Shapiro	\$150.00	0.60	\$175.00
9/21/2020 Final Second supplemental disclosure.	Aimee Cannon	\$150.00	0.70	\$245.00
9/21/2020 Exchanged emails with Norm Kur regarding initial production to our expert.	James Shapiro	\$150.00	0.10	\$35.00

Time Entries	Billed By	Rate	Hours	Sub
8/24/2020 E-mailed records with Norm Kern regarding document upload. Uploaded each individual file. Teleconference with Shawn Bidsel regarding [REDACTED]	James Shapiro	\$150.00	0.70	\$105.00
8/24/2020 Respond to client query regarding [REDACTED]	Aimee Cannon	\$150.00	0.20	\$70.00
8/25/2020 Teleconference with Shawn Bidsel regarding [REDACTED]. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.70	\$70.00
8/27/2020 Teleconference with Norm Kern from Eide Bailly. Produce additionally requested documentation	Aimee Cannon	\$150.00	1.30	\$195.00
8/28/2020 Compile documents requested by Eide Bailly. Compile documents requested by client. Client telephone call	Aimee Cannon	\$150.00	2.30	\$345.00
8/31/2020 Worked on finding a property management expert. Teleconference with Shawn Bidsel regarding [REDACTED]. Worked on producing documents and information to Eide Bailly.	James Shapiro	\$150.00	1.10	\$165.00
9/1/2020 Pull documents for Eide Bailly. Discussion with Norm Kern & J. Examine with client regarding [REDACTED]	Aimee Cannon	\$150.00	3.30	\$495.00
		Time Entries Total	37.50	\$12,650.00



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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321228
Issue Date	10/1/2020
Mailer	Bidsal / GV Atty (17321002) JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal (17321002) JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
9/1/2020 Prep for teleconference with Eide Bailly. Pull documents for Zoom conference. Teleconference with client prior to zoom meeting. Collected documents for zoom meeting per client's request. Zoom teleconference.	Arnee Cannon	\$350.00	3.10	\$1,085.00

Time Entries	Billed By	Rate	Hours	Sub
8/1/2020 Teleconference with Rod Lewin regarding second set of discovery request and depositions. Worked on outstanding issues and items. Tried to track down Scott Seegmiller. Exchanged emails with Rod Lewin regarding outstanding items.	James Shapiro	\$150.00	0.50	\$75.00
8/2/2020 Teleconference with Edie Bailly. Full documents as requested by client from documents produced to GLA for production to Edie Bailly. Compile additional documents as requested by client today. Review Exhibit A to the GVT HOA operating agreement per Edie Bailly's request. Question regarding nonvestments and treatment of capital investment from UGA exchange.	Aimee Cannon	\$150.00	3.50	\$525.00
8/2/2020 Teleconference with Shawn Bissal regarding [REDACTED]	James Shapiro	\$150.00	0.70	\$105.00
8/3/2020 Review records to find evidence of Mancoske County reassessment of building and land value with respect to the Greenway property. Review documents for GVT HOA operating agreement and articles of organization.	Aimee Cannon	\$150.00	0.50	\$75.00
8/4/2020 Begin deposition outline - Goldblum. Work through how to handle [REDACTED]	Aimee Cannon	\$150.00	3.50	\$525.00
8/5/2020 Worked on discovery responses and supplemental discovery responses. Worked on our Second Supplemental Disclosure.	James Shapiro	\$150.00	1.20	\$180.00
8/5/2020 Teleconference with Norm Kucal Edie Bailly, answering questions regarding the expert report.	Aimee Cannon	\$150.00	0.50	\$75.00
8/6/2020 Call from client, discussions about [REDACTED]. Distill client requests for future conference call with expert.	Aimee Cannon	\$150.00	0.70	\$105.00
8/14/2020 Exchanged emails with Frank Gaska regarding expert testimony. Worked on scope of expert reports. Worked on and finalized our Second Supplemental Disclosures. Teleconference with Shawn Bissal regarding [REDACTED]	James Shapiro	\$150.00	2.40	\$360.00
8/14/2020 Telephone calls to set up Zoom meeting for tomorrow to discuss Edie Bailly report. Discussion regarding discovery status of documents. Clean up all discovery folders, ensure that all discovery has gone out and/or is scheduled to go to GLA. Telephone call with Norm at Edie Bailly to go over initial calculations and set up Zoom conference with all parties.	Aimee Cannon	\$150.00	2.40	\$360.00
8/15/2020 Exchanged emails with Rod Lewin regarding deposition date. Conference call with Shawn, Doug and Norm and Lila with Edie Bailly regarding the expert opinion.	James Shapiro	\$150.00	2.10	\$315.00
8/15/2020 Decide a Zoom conference call to discuss Edie Bailly's analysis. Finish reviewing discovery. (Norm call)	Aimee Cannon	\$150.00	3.40	\$510.00
8/17/2020 Exchanged emails with Rod Lewin and Shawn Bissal regarding [REDACTED]. Worked on outstanding items.	James Shapiro	\$150.00	0.70	\$105.00

Time Entries	Billed By	Rate	Hours	Sub
8/17/2020 Review Qibin Li's Affidavits to determine why Liwin is asserting that we redacted 700 pages of information. Teleconference with Eide Bailly regarding the status of the expert report. Call with client.	Aimee Cannon	\$150.00	1.00	\$150.00
8/19/2020 Exchanged emails with Frank Gaski regarding expert testimony. Exchanged emails regarding Eide Bailly's opinion.	James Shapiro	\$150.00	0.50	\$75.00
8/18/2020 Pull up documents for Zoom meeting. Zoom meeting with Eide Bailly. Circulate a Zoom meeting for next week to go over final figures.	Aimee Cannon	\$150.00	1.40	\$450.00
8/21/2020 Discussion with Eide Bailly regarding final calculations and calculating gross receipts VC.	Aimee Cannon	\$150.00	0.50	\$175.00
8/24/2020 Exchanged emails with Frank Gaski, Shawn Basser, and Doug Gernard regarding Frank's expert testimony.	James Shapiro	\$150.00	0.30	\$105.00
8/25/2020 Call from Eide Bailly regarding interview's Zoom conference and the schedule for the final report.	Aimee Cannon	\$150.00	0.30	\$105.00
8/25/2020 Teleconference with Shawn Basser regarding [REDACTED].	James Shapiro	\$150.00	0.10	\$15.00
8/26/2020 Call with Rod and Louie regarding depositions and other matters. Exchanged emails with Shawn Basser regarding [REDACTED]. Zoom call with Eide Bailly experts regarding their expert report. Zoom call with Frank Gaski regarding engaging him as an expert.	James Shapiro	\$150.00	2.30	\$345.00
8/26/2020 Draft paper disclosures for Eide Bailly and Gaski. Call from Eide Bailly. Continue drafting Goshani deposition outline. Zoom call with Eide Bailly and client. Call from client regarding [REDACTED].	Aimee Cannon	\$150.00	4.00	\$1,400.00
8/24/2020 Exchanged emails with Rod Lewin regarding depositions. Assembled documents for our mal estate expert.	James Shapiro	\$150.00	0.30	\$115.00
8/24/2020 Review QuickBooks. Download from Eide Bailly for purposes of production. Download additional documents provided by client. Review new documents. Phone call from Eide Bailly regarding document referencing.	Aimee Cannon	\$150.00	1.00	\$150.00
8/25/2020 Review emails for client provided leases. Review all vendor documents for vendor contracts to provide to expert. Add recently produced documents to the draft supplemental disclosure. Create list of vendors for GWC and GWper client's request. Client telephone call regarding [REDACTED].	Aimee Cannon	\$150.00	5.30	\$2,000.00
8/25/2020 Research and Evaluate Deposition Notices of Jim Mann and Shawn Basser.	James Shapiro	\$150.00	0.10	\$15.00

Time Entries	Billed By	Rate	Hours	Sub
8/28/2021 Continue adding documents to the latest supplemental disclosure. Draft expert disclosure for Gatski. Continue drafting Gostrani depo outline. Review our responses to CLAs Request for Production of Documents and update as appropriate. Client call regarding [REDACTED]. Review client changes to the interrogatory responses. Incorporate changes [REDACTED]. Review 3rd supplemental production for production.	Aimee Cannon	\$150.00	5.00	\$1,950.00
8/29/2021 Reviewed and approved supplemental productions. Worked on supplemental responses and initial responses to pending discovery requests. Facilitated calls with Shawer and Doug regarding [REDACTED]. Worked on assembling documents for Frank Gatski.	James Shapiro	\$160.00	2.40	\$384.00
8/29/2021 Client call regarding [REDACTED]. Send Eide Bailly the boxes/stamp numbering for all referenced documents. Compile the 6th Tranche of documents for Eide Bailly. Finish compiling the 1st Tranche of documents for Gatski. Set up Zoom. Telephoneworking with Eide Bailly (Norm Kur).	Aimee Cannon	\$150.00	4.00	\$1,400.00
8/29/2021 Reviewed email, documents and information from Shawn L.	James Shapiro	\$150.00	0.10	\$15.00
8/30/2021 Teleconference requested by Eide Bailly requesting supporting documentation for HOA parking lot treatment. Zoom conference.	Aimee Cannon	\$160.00	2.20	\$1,760.00
8/30/2021 Teleconference with Rod Levine regarding Eide's deposition. Zoom call with Shawn/Aimee, Doug, Chris and Norm.	James Shapiro	\$150.00	1.30	\$800.00
		Time Entries Total	13.90	\$22,365.00



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Flat Fees

Time Entries

APPENDIX (PX)004597

Time Entries	Billed By	Rate	Hours	Sub
10/2/2020 Review interrogatories. (Client could not discuss [REDACTED]). Review response to request for documents.	Aimee Cannon	\$150.00	1.20	\$180.00
10/2/2020 Finalized and pre-mailed responses to discovery requests. Worked on scheduling Ben's deposition. Receipt and review Frank Garcia's Engagement Letter.	James Shapiro	\$150.00	0.90	\$135.00
10/5/2020 Meeting with Shawn to discuss [REDACTED]	James Shapiro	\$150.00	1.20	\$180.00
10/5/2020 First (Colson) deposition notification. Draft CLA deposition notification. Client meeting regarding [REDACTED]	Aimee Cannon	\$150.00	3.00	\$450.00
10/5/2020 Review and process CLAP's Motion to Compel. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.20	\$30.00
10/5/2020 Review and process pictures from Shawn Bidart. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.10	\$15.00
10/6/2020 Client call regarding [REDACTED]. Review evidence in the form of Green Valley Commerce Center trees/landscapes provided by client. Review Motion to Compel filed by CLA.	Aimee Cannon	\$150.00	0.20	\$30.00
10/12/2020 Review CLA's Motion to Compel draft response. Call from client to discuss [REDACTED]	Aimee Cannon	\$150.00	5.30	\$795.00
10/12/2020 Worked on Notice of Deposition for CLA Employees and Ben. Exchanged emails with Shawn and Doug regarding [REDACTED]. Prepared for upcoming depositions of Jim Mann and Shawn Bidart.	James Shapiro	\$150.00	0.40	\$60.00
10/13/2020 Respond to client's input to response to Motion to Compel. Set up courtroom for deposition (pre for client). Finish drafting Opposition to Motion to Compel.	Aimee Cannon	\$150.00	2.70	\$405.00
10/13/2020 Exchanged emails with Rod Lewin regarding Bidart's discovery response. Exchanged emails with Shawn and Doug regarding [REDACTED]. Worked on our Supplemental Responses to CLAP's First Requests for Production of Documents. Telephone call with Rod Lewin regarding the upcoming depositions.	James Shapiro	\$150.00	1.00	\$150.00
10/14/2020 Review supplemental response to request for production of documents. Update with additional documents. Coordinate with client regarding [REDACTED]. Call from client regarding [REDACTED]	Aimee Cannon	\$150.00	1.40	\$210.00
10/15/2020 Exchanged emails regarding discovery dispute.	James Shapiro	\$150.00	0.10	\$15.00
10/15/2020 Call from client regarding [REDACTED]. Review of communications regarding deposition rescheduling and possible stipulations between parties.	Aimee Cannon	\$150.00	0.30	\$45.00
10/19/2020 Communication with Ede Daily regarding missing David links/files. Review communications regarding depositions.	Aimee Cannon	\$150.00	0.20	\$30.00

Time Entries	Billed By	Rate	Hours	Sub
10/16/2020 Revised Opposition to Motion to Compel. Exchanged emails with Shawn and Doug regarding [REDACTED]. Finalized and submitted the Opposition. Exchanged emails with Rod Ewin regarding continuing depositions and other outstanding issues. Teleconference with Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.20	\$170.00
10/16/2020 Continued drafting Goldstein deposition.	Aimee Cannon	\$150.00	0.50	\$175.00
10/20/2020 Exchanged emails with Shawn Bissal regarding [REDACTED].	James Shapiro	\$150.00	0.30	\$105.00
10/20/2020 Goldstein deposition outline. Contact Eric Bailey regarding discovery issue of native QuickBooks files. Contact client regarding [REDACTED].	Aimee Cannon	\$150.00	0.60	\$100.00
10/21/2020 Draft deposition outlines for PMK of 13 A and 13a (a).	Aimee Cannon	\$150.00	0.70	\$215.00
10/21/2020 Receipt and Evaluate CLWPS First Supplemental Disclosures.	James Shapiro	\$105.00	0.10	\$28.50
10/22/2020 Continue preparing deposition outlines.	Aimee Cannon	\$150.00	2.00	\$700.00
10/23/2020 Teleconference with Shawn Bissal regarding [REDACTED].	James Shapiro	\$105.00	0.10	\$28.50
10/23/2020 Research and review Reply to Opposition to Motion to Compel. Exchanged emails with Shawn Bissal regarding [REDACTED]. Finalized Supplemental Responses to First Request for Production of Documents. Teleconference with Shawn Bissal regarding [REDACTED].	James Shapiro	\$150.00	0.30	\$105.00
10/23/2020 Draft outline for CLA. Review CLA's Reply to Bissal's Opposition to Motion to Compel.	Aimee Cannon	\$150.00	1.30	\$680.00
10/26/2020 Receipt and Evaluate Second Motion for Extension.	James Shapiro	\$150.00	0.10	\$35.00
10/27/2020 Outline for HMC for 13 A.	Aimee Cannon	\$150.00	1.10	\$320.00
10/28/2020 Teleconference with Rod and Louis regarding outstanding matters.	James Shapiro	\$100.00	0.40	\$164.00
10/28/2020 Call to Eric Bailey to confirm what documents were relied upon in preparing the paper report. Call from client regarding [REDACTED]. Review amended arbitration demand.	Aimee Cannon	\$150.00	1.00	\$350.00
10/29/2020 Teleconference with Shawn Bissal regarding [REDACTED]. Follow-up on QuickBooks issue. Exchanged emails with Shawn Bissal regarding [REDACTED]. Circulated Amended Demand for Arbitration. Teleconference with Doug regarding [REDACTED].	James Shapiro	\$150.00	1.30	\$455.00
		Time Entries Total	22.90	\$11,431.00



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Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
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Time Entries

Time Entries	Billed By	Rate	Hours	Sub
11/2/2005 Finalized Amended Demand for Arbitration. Exchanged emails with Shawn and Doug regarding [REDACTED]. Teleconference with Doug regarding [REDACTED]. Teleconference with Shawn Bidsal regarding [REDACTED]. Exchanged emails with Rod Lewin regarding the password to the QuickBook files. Exchanged emails with Shawn Bidsal regarding [REDACTED]. [REDACTED] Worked on upcoming depositions. Worked on document production for Frank Gatski. Exchanged emails regarding the same. Reviewed CLAP's Third Amended Counterclaim. Exchanged emails with Shawn Bidsal regarding [REDACTED].	James Shapiro	\$350.00	1.00	\$350.00

Time Entries	Billed By	Rate	Hours	Sub
11/2/2020 Review documents go out to Gasko to ensure they have all been disclosed	Aimee Cannon	\$150.00	0.30	\$105.00
11/2/2020 Exchanged emails regarding Eide Bailly's latest report. Exchanged emails with Shawn and Doug regarding [REDACTED]. Reviewed Frank Gasko's Engagement Letter. Exchanged emails regarding the same.	James Shapiro	\$150.00	0.30	\$105.00
11/2/2020 Telephone call with Eide Bailly to discuss initial report.	Aimee Cannon	\$150.00	0.30	\$105.00
11/4/2020 Review CLAP's Third Amended Answer and Counterclaim. Review CLAP's First Supplemental Disclosure. Resend Bates Stamp numbers for QuickBooks files to Eide Bailly per request. Call from client regarding [REDACTED].	Aimee Cannon	\$450.00	4.50	\$1,080.00
11/4/2020 Teleconference with Frank Gasko regarding his expert testimony. Exchanged emails regarding the QuickBooks files and other outstanding items. Worked on initial expert productions.	James Shapiro	\$450.00	0.90	\$405.00
11/5/2020 Call from Eide Bailly regarding request for table of distributions. Called email to [REDACTED]. Circulate Zoom meeting invite for Eide Bailly meeting.	Aimee Cannon	\$150.00	0.20	\$75.00
11/6/2020 Exchanged emails with Louis and Rod regarding depositions.	James Shapiro	\$150.00	0.10	\$30.00
11/9/2020 Exchanged emails with Rod and Louis regarding dates for Ben's deposition. Receipt and review Judge's Wall's Order re Motion to Compel. Receipt and process CLAP's Motion to Continue Proceedings. Exchanged emails with Shawn Bissal regarding [REDACTED]. Teleconference with Shawn Bissal regarding outstanding issues. Receipt and Evaluate Motion to Compel Order.	James Shapiro	\$150.00	1.00	\$450.00
11/9/2020 Review the Arbitrator's decision on CLAP's Motion to Compel.	Aimee Cannon	\$150.00	0.50	\$175.00
11/10/2020 Zoom call with Shawn, Doug, James, Norm and Chris to discuss expert testimony. Teleconference with Shawn Bissal.	James Shapiro	\$180.00	4.50	\$1,080.00
11/10/2020 Review Motion to Continue Proceedings filed by CLAP. Review notices of deposition for Jim Main and Shawn Bissal. Draft Opposition to Motion to Continue filed by CLAP. Call from client to discuss [REDACTED].	Aimee Cannon	\$180.00	5.00	\$900.00
11/11/2020 Communicate with Eide Bailly regarding Used in Lieu of Foreclosure for GMC. Research [REDACTED]. Teleconference with Eide Bailly to convey information from parties tree. Finish drafting Opposition to CLAP's Motion to Continue; compile exhibits. Begin drafting supplemental response to interrogatory No. 10 and correspondence to Arbitrator. Client teleconference regarding [REDACTED].	Aimee Cannon	\$350.00	3.00	\$1,050.00
11/11/2020 Worked on Opposition to CLAP's Motion to Continue. Exchanged emails with Doug and Shawn regarding [REDACTED]. Teleconference with Shawn regarding [REDACTED]. Teleconference with Rod Lewin regarding expert disclosures.	James Shapiro	\$150.00	2.00	\$300.00

Time Entries	Billed By	Rate	Hours	Sub
11/12/2020 Answered for 30 min conference call with Frank Gatski (expert witness)	Aimee Cannon	\$350.00	0.10	\$35.00
11/12/2020 Exchanged emails with Mary Ann Foley regarding Frank Gatski's expert report. Exchanged emails with Norm and Chris regarding their expert report. Worked on documents requested by Frank Gatski. Reviewed Rod Lewin's email to Judge wall providing new arguments as to why the current deadlines need to be continued. Exchanged emails with Shawn and Louie regarding [REDACTED]	James Shapiro	\$150.00	0.90	\$135.00
11/13/2020 Received and processed the Arbitrator's interim order regarding motion to continue, including suspension of upcoming deadlines. Exchanged emails with experts regarding the same. Teleconference with Norm Kur regarding his expert report. Exchanged emails with Rod and Louis regarding rescheduling Ben and CLAP's depositions. Zoom call with Frank Gatski regarding his expert report. Teleconference with Shawn Bidsal regarding [REDACTED]. Teleconference with Rod Lewin regarding outstanding items. Received and Evaluate 4th AP's Fourth Set of Request for Documents.	James Shapiro	\$150.00	2.50	\$375.00
11/13/2020 Gatski Zoom Conference. Review Eide Daily expert report. Get Raul Padmanab: contact info and 2016 CAM charges for Gatski. Draft 4th supplemental disclosure.	Aimee Cannon	\$150.00	1.40	\$150.00
11/14/2020 Answer questions from Expert witness, Gatski regarding parcel ownership.	Aimee Cannon	\$350.00	0.10	\$35.00
11/16/2020 Exchanged emails with Frank Gatski regarding his expert report. Exchanged emails with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$150.00	1.10	\$165.00
11/16/2020 Respond to queries by Gatski. Gather documents responsive to request for improvements over \$10K.	Aimee Cannon	\$350.00	0.70	\$245.00
11/17/2020 Receipt and review Fourth Requests for Production of Documents. Follow-up on 2011 and 2012 company books. Exchanged emails with Shawn regarding [REDACTED]. Exchanged emails with Rod Lewin regarding country club documents. Exchanged emails with Shawn regarding [REDACTED]. Prepared for and participated in hearing on CLAP's motion to extend discovery dates.	James Shapiro	\$150.00	2.10	\$315.00
11/17/2020 Review 11th AP's Request for Production of Documents. Client interconference regarding [REDACTED]	Aimee Cannon	\$150.00	1.10	\$165.00
11/18/2020 Exchanged emails with Frank Gatski regarding his expert report. Exchanged emails with Chris Wilcox and Norm Kur regarding their expert reports. Prepared draft email to Rod Lewin regarding settlement discussions. Exchanged emails with Shawn regarding [REDACTED]. Exchanged emails with Rod regarding the same.	James Shapiro	\$150.00	1.20	\$180.00
11/18/2020 Telephone call with Frank Gatski regarding rent rules, gross income and proed management for large improvements. Telephone call with Norm Kur regarding extended expert disclosure dates and calculation of interest.	Aimee Cannon	\$150.00	0.60	\$90.00
11/19/2020 Continue responses to 4th Set of Requests for Production. Call from client regarding [REDACTED].	Aimee Cannon	\$150.00	1.60	\$240.00

Time Entries	Billed By	Rate	Hours	Sub
11/19/2020 Receipt and E-Submittal Order on Respondent's Motion to Continue Proceedings and Second Amended Scheduling Order	James Shapiro	\$150.00	0.10	\$15.00
11/20/2020 Continue to respond to My Request for Production of documents. Supplement interrogatories for QuickBooks issues. Draft revised deposition notices for CLA PMK and Golsman.	Aimee Cannon	\$150.00	1.30	\$195.00
11/22/2020 Worked on Supplemental Responses to Interrogatories. Worked on Responses to Fourth Requests for Documents. Finalized amended notice of deposition for Ben and PMK of CLAT. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.50	\$75.00
11/23/2020 Exchanged emails with Shawn regarding [REDACTED]. Exchanged emails with Michael Flum regarding the same.	James Shapiro	\$150.00	0.50	\$75.00
11/23/2020 Review discovery responses. Prepare proposal.	Aimee Cannon	\$150.00	0.30	\$45.00
11/24/2020 Respondent Estimate Notice of Arbitration	James Shapiro	\$150.00	0.10	\$15.00
11/25/2020 Exchanged emails with Shawn Bleser regarding [REDACTED]. Resolved Marc's draft.	James Shapiro	\$150.00	0.60	\$90.00
11/30/2020 Reviewed Frank Garski's initial draft report. Exchanged emails with Shawn and Frank regarding [REDACTED]. Worked on disclosure of expert reports. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	2.10	\$315.00
11/30/2020 Review Garski report. Review emails from client. Review attached documents to client email. Review for possible production to Garski. Review Arbitrator's Order on CLA's Motion to Continue and Second Amended Scheduling Order. Review client's comments regarding [REDACTED]. Add client's question to deposition outlines for CLA and Golsman respectively. Zoom call with Eric Bailey. Teleconference with Eric Bailey. Teleconference with Garski re-	Aimee Cannon	\$150.00	6.40	\$960.00
		Time Entries Total	92.90	\$13,935.00



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Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
12/1/2020 Communications with expert and client [REDACTED] [REDACTED]. Receive Eide Bailly expert report. Forward Schedule 11 from Eide Bailly report to Gaiski for his report. Prepare expert reports for filing.	Aimee Cannon	\$350.00	0.70	\$245.00
12/1/2020 Finalized Expert Disclosures. Exchanged emails with Shawn regarding [REDACTED] Receipt and Evaluate CLA's Expert Disclosure.	James Shapiro	\$350.00	0.60	\$210.00

Time Entries	Billed By	Rate	Hours	Sub
11/20/2020 Review CUA expert report. Forward to Eide Bailly for Rebuttal Expert Report. Forward report to Jim Main and counsel for Clinton Larson Allen. Set up zoom conference for rebuttal expert report discussion. Telephone conference with Eide Bailly. Per clients request [REDACTED] Send Jim Main, the Eide Bailly expert report.	Aimee Cannon	\$150.00	1.00	\$150.00
11/23/2020 Exchanged emails regarding CUA's Expert Disclosure and Jim Main's upcoming deposition.	James Shapiro	\$150.00	0.30	\$45.00
11/23/2020 Continue [REDACTED] per clients request. Set Zoom conference with Eide Bailly regarding rebuttal report. Draft supplemental disclosure. Client call regarding [REDACTED]	Aimee Cannon	\$150.00	1.50	\$225.00
11/23/2020 Teleconference with Shawn regarding [REDACTED] Exchanged emails regarding the same.	James Shapiro	\$150.00	0.90	\$135.00
11/24/2020 Review documents from client regarding [REDACTED] Client teleconference. Circulate zoom meeting request for pre-Eide Bailly conference.	Aimee Cannon	\$150.00	1.50	\$225.00
11/24/2020 Teleconference with Rod Lewin regarding deposition of Jim Main. Analyzed Shawn's additional documents.	James Shapiro	\$150.00	0.40	\$60.00
11/27/2020 Reviewed and analyzed CUA's initial Expert Disclosures. Zoom conference call with Doug, Aimee, and Shawn to discuss. Zoom conference call with Doug, Aimee, Shawn and Eide Bailly to discuss [REDACTED]	James Shapiro	\$150.00	4.20	\$630.00
11/27/2020 Zoom conference regarding CUA's email report. Zoom conference with Eide Bailly regarding the CUA expert report. Contact counsel for Jim Main to set up Zoom before deposition. Send 2011-2019 tax documents to my counsel for review. Client call regarding [REDACTED]	Aimee Cannon	\$150.00	5.20	\$780.00
12/3/2020 Teleconference with Rod Lewin regarding Shawn's upcoming deposition. Exchanged emails with Shawn and Aimee regarding [REDACTED] Exchanged emails with Rod and Louis regarding Jim Main's deposition.	James Shapiro	\$150.00	0.70	\$105.00
12/9/2020 Review documents sent over by client and 12/7/2020. Update the Eide Bailly Supplemental Disclosure with new documents.	Aimee Cannon	\$150.00	5.00	\$750.00
12/9/2020 Review Eide Bailly comments for Jim Main. Continue preparing documents for the supplemental disclosure. Review Clinton Larson Allen documents to see how accountants calculated the income figure on the 2011 tax return. Contact Jurijje Walls case manager regarding the Jim Main depo. Resend tax documents and operating agreement to co-counsel per request.	Aimee Cannon	\$150.00	3.30	\$495.00
12/9/2020 Teleconference with Doug regarding [REDACTED] Worked on preparing for the upcoming depositions. Teleconference with Shawn (idol) regarding [REDACTED]	James Shapiro	\$150.00	0.90	\$135.00

Time Entries	Billed By	Rate	Hours	Sub
12/10/2020 Telephonic conversation with co-counsel regarding [REDACTED] [REDACTED] Review tenant leasing effort documents in case if they are responsive to discovery requests. Re-draft Subpoena and C & S depo notices for later date. Client teleconference regarding [REDACTED] Learn Vertex system.	Aimee Cannon	\$150.00	1.50	\$225.00
12/11/2020 Review newly produced documents from client. Work to determine how to log in to the Vertex remote deposition software. Set up vertex account including speaking with the exhibit board representative and the vendor representative. Client telephone call.	Aimee Cannon	\$150.00	2.00	\$300.00
12/14/2020 Worked on responding 4th Requests for Documents. Prepared and review letter from Rod Lewin to Blake Diem regarding Jim Mann's deposition. Teleconference with Rod Lewin regarding upcoming depositions. Forwarded emails with Shawn and Doug regarding [REDACTED] Met with Shawn to [REDACTED]	James Shapiro	\$150.00	3.30	\$495.00
12/14/2020 Review documents sent over by client. Review final version of response to 4th request for documents. Finish getting access to vertex exhibit board for upcoming depositions. [REDACTED] with client. Provide requested documents to co-counsel.	Aimee Cannon	\$150.00	3.70	\$555.00
12/15/2020 Deposition set up. Deposition. Compile documents for Eide-Baily for rebuttal motion. Call from Eide-Baily.	Aimee Cannon	\$150.00	2.50	\$375.00
12/15/2020 Prepared by and participated in deposition of Shawn Bliss.	James Shapiro	\$150.00	3.20	\$480.00
12/16/2020 Convey discussion with Eide-Baily to co-counsel. Call with Eide-Baily regarding the overly verbose/complex table of disclosures resulting in a motion of limitations. Teleconference with all counsel and client. Compile documents for the Goldham deposition. Second conference call with client, counsel and Eide-Baily.	Aimee Cannon	\$150.00	7.20	\$1,080.00
12/16/2020 Continued call with Shawn, Doug and Aimee regarding [REDACTED] Worked on depositions next week. Exchanged emails with Rod Lewin regarding the same. Teleconference with Shawn, Aimee and Norm regarding [REDACTED]	James Shapiro	\$150.00	2.60	\$390.00
12/17/2020 Worked on the rebuttal expert report and related issues. Prepared for depositions next week, including working on the deposition outline.	James Shapiro	\$150.00	1.00	\$150.00
12/17/2020 Schedule teleconference per Eide-Baily's request. Schedule Zoom meeting [REDACTED] Compile compiling responsive documents for the Goldham deposition. Teleconference with Norm Kul per Norm's request. Full real equities documents requested by Eide-Baily.	Aimee Cannon	\$150.00	5.30	\$795.00
12/18/2020 Select, compile and forward Real Equities bidding and transfer documents to Eide-Baily per request. Call from the client [REDACTED] Compile requested documents [REDACTED] Continue creating the continuation/summary of limitations table. [REDACTED] conference call between Eide-Baily, Smith & Shapiro and client. Get additionally requested documents to co-counsel. Review portions of the CDR [REDACTED]	Aimee Cannon	\$150.00	5.30	\$795.00
12/19/2020 Generate Exhibits for Benjamin Goldham's Deposition.	Jennifer Dwyer	\$225.00	3.00	\$675.00

Time Entries	Billed By	Rate	Hours	Sub
1/22/2020 Followed Eric Bailey regarding issues of report and requesting information in document production. Reviewed the new EDC complaint to determine if we need to disclose and discovery in the current matter. The conference in preparation for Golsman's deposition. Compile exhibits for Golsman's deposition.	Aimee Cannon	\$150.00	3.40	\$510.00
1/22/2020 Prepared for Ben's deposition. Exchanged emails with Shawn regarding [REDACTED]. Teleconference with Doug and Aimee regarding [REDACTED].	James Shapiro	\$150.00	1.00	\$150.00
1/22/2020 Ensure all of co-counsel's documents are ready for deposition. Review Eric Bailey draft rebuttal report. Client call regarding [REDACTED]. Compare co-counsel's hard copy exhibits to the electronic exhibits. Zoom call regarding Eric Bailey rebuttal report.	Aimee Cannon	\$150.00	1.40	\$210.00
1/22/2020 Reviewed Eric Bailey's draft rebuttal report. Prepared for deposition tomorrow. Participated in Zoom call with Shawn, Matt, Chris, Doug and Aimee to go over the rebuttal expert report. Teleconference with Rod Lewin regarding tomorrow's deposition.	James Shapiro	\$150.00	1.70	\$255.00
1/22/2020 Teleconference with Rod Lewin and Doug Gerard regarding Rod's medical emergency and continuing Ben's deposition. Exchanged emails with Rod and Shawn regarding the same.	James Shapiro	\$150.00	0.30	\$45.00
1/24/2020 Prepared Third Amended Notice of Deposition for Ben Golsman. Exchanged emails with Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.20	\$30.00
1/26/2020 Exchanged emails with Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.10	\$15.00
1/27/2020 Review updates on Golsman's deposition.	Aimee Cannon	\$150.00	0.10	\$15.00
		Time Entries Total	88.90	\$13,335.00



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INVOICE

Invoice No.	17321212
Issue Date	2/1/2021
Mailer	Bidsal / GV Arb [17321002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
1/1/2021 Receipt and Evaluate CLAP's Second Supplemental Disclosures	James Shapiro	\$350.00	0.10	\$35.00
1/4/2021 Exchanged emails regarding the Rebuttal Expert Report. Exchanged emails regarding CLAP's request for unredacted documents. Prepared for and participated in deposition of Ben Golshani.	James Shapiro	\$350.00	8.10	\$2,835.00

Time Entries	Billed By	Rate	Hours	Sub
1/4/2021 Review expert rebuttal report and prepare for disclosure. Teleconference with Rod Lewin regarding objections to improper redaction and provide response. Review CLA's second supplemental disclosure.	Aimee Cannon	\$150.00	0.20	\$75.00
1/5/2021 Follow up on Ben's deposition.	James Shapiro	\$150.00	0.20	\$70.00
1/5/2021 Review iterations of Exhibit B to the Operating Agreement and compile timeline of changes. Teleconference with Edie Bailey. Teleconference with co-counsel. Teleconferences with client.	Aimee Cannon	\$250.00	4.10	\$745.00
1/5/2021 Rescind and process deposition transcript for Ben Golshani.	James Shapiro	\$250.00	0.20	\$70.00
1/6/2021 Video conference initiated by Edie Bailey to discuss issue regarding trial collected review and gain distribution to Greenway Village. Review discovery to try to show that BG was aware of the 50/50 membership interest division prior to joining the OPAC.	Aimee Cannon	\$250.00	2.60	\$650.00
1/7/2021 Worked on Rebuttal Expert Disclosures. Teleconference with Rod Lewin regarding outstanding issues.	James Shapiro	\$150.00	0.30	\$105.00
1/7/2021 Call to Edie Bailey to finalize details of the rebuttal report and to discuss contingencies in which their involvement would be necessary.	Aimee Cannon	\$150.00	0.30	\$105.00
1/8/2021 Provide a timeline showing Golshani's knowledge of percentage share interests per counsel's request. Review final Expert Rebuttal report.	Aimee Cannon	\$150.00	2.10	\$705.00
1/8/2021 Finalized and provided Rebuttal Expert Disclosures. Receive and Evaluate CLA's Supplemental Expert Report and Rebuttal Expert Report.	James Shapiro	\$250.00	0.10	\$25.00
1/11/2021 Teleconference with Rod Lewin regarding outstanding items. Exchanged emails regarding Country Club documents.	James Shapiro	\$250.00	0.20	\$70.00
1/12/2021 Review CLA's expert rebuttal report. Review CLA's proposed 4th Amended Answer and Counterclaim.	Aimee Cannon	\$250.00	0.60	\$210.00
1/12/2021 Reviewed Rod Lewin's proposed 4th Amended Complaint. Exchanged emails with Shawn and Doug regarding [REDACTED]. Exchanged emails with Rod Lewin regarding the same. Worked on Daniel Gersky's deposition.	James Shapiro	\$250.00	0.70	\$305.00
1/13/2021 Call from Edie Bailey regarding rebuttal report from opposing expert and outstanding invoice.	Aimee Cannon	\$150.00	0.30	\$105.00
1/14/2021 Exchanged emails with Shawn and Doug regarding [REDACTED]. Teleconference with Shawn and Doug regarding [REDACTED]. Receipt and Evaluation Deposition Transcript and Exhibit from Benjamin Gottsman's deposition.	James Shapiro	\$150.00	1.70	\$305.00
1/14/2021 Review procedure of CLA's documents in the present arbitration (and the Country Club Operating Agreement).	Aimee Cannon	\$250.00	0.20	\$70.00

Time Entries	Billed By	Rate	Hours	Sub
1/15/2021 Exchanged emails with Shawn regarding [REDACTED] Worked on the Motion for Partial Summary Judgment. Teleconference with Shawn Belski regarding [REDACTED]	James Shapiro	\$150.00	0.40	\$140.00
1/15/2021 Client telephone call regarding [REDACTED]	Aimee Cannon	\$150.00	0.30	\$135.00
1/15/2021 Exchanged emails regarding dates for expert depositions and other outstanding issues. Worked on scheduling expert depositions. Receipt and Evaluate Responses and Counter-Claims Motion for Leave to File Fourth Amended Answer and Counterclaim.	James Shapiro	\$150.00	0.50	\$175.00
1/15/2021 Scheduling expert witness depositions. Draft Notice of Deposition for Gensky	Aimee Cannon	\$150.00	0.40	\$140.00
1/20/2021 Schedule Wilcox deposition. Finish Gensky deposition notice. Get availability for Galsky deposition. Review CL's Motion for Leave to Amend. Begin drafting Opposition to Motion for Leave to Amend.	Aimee Cannon	\$150.00	4.20	\$1170.00
1/20/2021 Revised and finalized Notice of Deposition of Daniel Gensky. Worked on scheduling Chris Wilcox and Frank Galsky's depositions. Revised and Evaluate 5th Request for Production of Documents to Belski.	James Shapiro	\$150.00	0.40	\$140.00
1/21/2021 Coordinate expert depositions. Continue drafting response to Motion for Leave to Amend.	Aimee Cannon	\$150.00	3.50	\$525.00
1/22/2021 Communication with Eide Bailly regarding deposition scheduling. Prepare draft of Opposition to Motion for Leave to Amend. Complete writing for Motion for Leave to Amend. Finish drafting Notice of Deposition for Gensky with co-counsel's instructions. Review CL's 5th request for production of documents. Review CL's 5th request for production of documents. Begin drafting the response to CL's 5th request for production of documents.	Aimee Cannon	\$150.00	3.70	\$1295.00
1/22/2021 Revised and finalized 5th Request for Production of Documents to Belski.	James Shapiro	\$150.00	0.10	\$35.00
1/26/2021 Coordinate the deposition of Frank Galski. Review CL's emergency motion to compel the completion of Jim Mann's testimony. Begin drafting opposition to Emergency Motion for Order Compelling the Completion of the Mann Deposition. Draft deposition summary of Jim Mann's deposition. Call from Norm Kuy regarding Eide Bailly outstanding invoice. Call to Blake Goerr (counsel for Jim Mann) regarding Opposition to Mann or Compel Deposition. Send Mann Deposition to Blake Goerr per his request.	Aimee Cannon	\$150.00	4.40	\$1540.00
1/27/2021 Worked on opposition to motion for leave to amend counterclaim and other outstanding items. Exchanged emails with Shawn. Receipt and Evaluate CL's Emergency Motion to Compel the Completion of Jim Mann's Deposition.	James Shapiro	\$150.00	0.80	\$315.00
1/27/2021 Continue drafting opposition to Emergency Motion to Compel the Completion of Jim Mann.	Aimee Cannon	\$150.00	4.00	\$1400.00

Time Entries	Billed By	Rate	Hours	Sub
1/27/2021 Teleconference with Rod Lewin regarding outstanding issues. Worked on opposition to motion to compel Jim Main's continued deposition. Exchanged emails with Shawn and Doug regarding [REDACTED]. Teleconference with Shawn Hirsch regarding [REDACTED].	James Shapiro	\$150.00	1.00	\$150.00
1/29/2021 Exchanged emails with Rod Lewin regarding the change in bank's follow up on scheduling expert depositions. Prepared for upcoming deposition. Teleconference with Shawn regarding [REDACTED].	James Shapiro	\$150.00	1.40	\$150.00
1/29/2021 Review the Green Valley Commerce Agreement to verify if there are requirements preventing client from transferring LLC money from own bank account to another. Inform Jim Main's counsel of deadlines to respond to CLA Properties' emergency motion for an order compelling Main's deposition. Coordinate pre-deposition Zoom meeting with Frank Gotski. Coordinate pre-deposition Zoom meeting with Chris Wilcox. Draft disclaimer for James Shapiro in support of the Opposition to the Motion for an Order Compelling the Continuation of Jim Main's deposition.	Aimee Cannon	\$150.00	2.40	\$360.00
1/29/2021 Written in Opposition to CLAP's Motion to Compel Jim Main's Deposition. Exchanged emails with Doug Gerard regarding [REDACTED]. Finalized Opposition to CLAP's Motion for Leave to Amend. Drafted and Emailed Deposition Notices of Gotski and Wilcox.	James Shapiro	\$150.00	1.30	\$195.00
1/29/2021 Final order for Main's counsel to consider. Finalize our opposition to CLAP's emergency motion for an order compelling the continuation of Jim Main's deposition.	Aimee Cannon	\$150.00	2.60	\$390.00
		Time Entries Total	57.50	\$20,250.00

Expenses

Expense	Billed By	Price	Qty	Sub
Deposition Transcript 1/29/2021 Payment to All American Court Reporters for Benjamin Goshwilt's Videotaping of Deposition	JS	\$1,200.00	1.00	\$1,200.00
Deposition Transcript 1/27/2021 Payment to All American Court Reporters for Benjamin Goshwilt's Transcript of Deposition	JS	\$1,038.25	1.00	\$1,038.25
		Expenses Total:	2.00	\$2,238.25



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SMITH & SHAPIRO

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

702.318.5033 702.318.5034

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Smith & Shapiro, PLLC

INVOICE

Invoice No.:	17321213
Issue Date:	3/1/2021
Matter:	Bidsal / GV Arb [17321002] JS
Email:	wcib@yahood.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
2/17/2021 Worked on upcoming depositions. Exchanged emails with Shawn and Norm regarding [REDACTED]	James Shapiro	\$350.00	0.20	\$70.00

Time Entries	Billed By	Rate	Hours	Sub
<p>01/12/2021</p> <p>Continue drafting responses to third and fifth discovery requests. Set up deposition preparation meetings with Basia and Victor. Call to Eide-Rally to answer a question regarding documents to prepare and bring to deposition.</p>	Aimee Cannon	\$150.00	1.00	\$150.00
<p>01/22/2021</p> <p>Continue Goldman deposition summary.</p>	Aimee Cannon	\$150.00	4.40	\$660.00
<p>01/23/2021</p> <p>Receipt and Evaluate CLAP's Motion for Leave/Reply.</p>	James Shapiro	\$200.00	0.10	\$20.00
<p>01/25/2021</p> <p>Receipt and Evaluate CLAP's Reply in Support of Emergency Motion to Compel Completion of Deposition. Exchanged emails with Shawn regarding [REDACTED].</p>	James Shapiro	\$200.00	0.20	\$40.00
<p>01/26/2021</p> <p>Review CLAP's Reply in Support of Emergency Motion to Compel the Completion of Jim Mamo's deposition.</p>	Aimee Cannon	\$150.00	0.20	\$30.00
<p>01/27/2021</p> <p>Review the arbitrator's order on the Pending Motions (motion regarding compelling the completion of Jim Mamo and motion regarding Leslie D. Allen's 4th Amended Answer/Counterclaim). Create redline document showing differences between 3rd Amended Answer and Counterclaim and 4th Amended Answer and Counterclaim.</p>	Aimee Cannon	\$150.00	0.40	\$60.00
<p>01/28/2021</p> <p>Exchanged emails with Rod and Doug regarding [REDACTED]. Exchanged emails with Shawn regarding [REDACTED]. Receipt and Evaluate Order on Respondent's Pending Motions. Teleconference with Shawn Elassi regarding [REDACTED].</p>	James Shapiro	\$200.00	0.40	\$80.00
<p>01/29/2021</p> <p>Teleconference with Shawn regarding [REDACTED]. Exchanged emails with Shawn regarding [REDACTED]. Worked on opposition to Sam's nomination. Teleconference with Shawn and Doug regarding [REDACTED]. Teleconference with Shawn regarding [REDACTED]. Receipt and Evaluate CLAP's Motion Compelling Orders.</p>	James Shapiro	\$200.00	1.50	\$300.00
<p>01/29/2021</p> <p>Spreadsheet do remaining tasks and estimated hours. Begin drafting Answer to Fourth Amended Counterclaims. Research [REDACTED]. Research [REDACTED]. Draft Arbitration Brief. Review CLAP's Motion to Compel.</p>	Aimee Cannon	\$150.00	8.40	\$1260.00
<p>01/29/2021</p> <p>Complete documents for Genery deposition exhibits. Continue drafting Opposition to CLAP's Motion to Compel Orders.</p>	Aimee Cannon	\$150.00	5.10	\$765.00
<p>01/29/2021</p> <p>Forwarded Zoom dial in premises for Genery's deposition to all parties. Prepared for Mr. Genery's deposition tomorrow. Teleconference with Rod Lewis regarding Dan Genery's deposition.</p>	James Shapiro	\$150.00	0.40	\$60.00
<p>01/30/2021</p> <p>Reviewed Dan Genery's Invoices. Prepared for and participated in Dan Genery's deposition. Teleconference with Shawn regarding [REDACTED].</p>	James Shapiro	\$200.00	4.40	\$880.00

Time Entries	Billed By	Rate	Hours	Sub
2/9/2021 Finish drafting the Opposition to the CLAP Motion to Compel regarding bank accounts, inspection access, demand for keys, etc. Identify production of books for building B, C and E. Draft Declaration of Shawn Bidsal in support of the Opposition to the CLAP Motion to Compel regarding bank accounts, inspection access, demand for keys, etc.	Aimee Cannon	\$150.00	4.30	\$645.00
2/10/2021 Outside expert deposition preparation Zoom meeting. Wilcox expert deposition preparation / Zoom meeting.	Aimee Cannon	\$150.00	2.00	\$300.00
2/10/2021 Zoom meeting with Frank Galski to prepare him for his deposition. Zoom meeting with Chris Wilcox to prepare him for his deposition.	James Shapiro	\$350.00	2.90	\$1,015.00
2/11/2021 Ensure Eide Bailly has the Grant Bargain Sale deeds for Buildings C, B, and E. Teleconference with Eide Bailly per Eide Bailly's request.	Aimee Cannon	\$150.00	1.50	\$225.00
2/12/2021 Teleconference with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$150.00	0.10	\$15.00
2/12/2021 Client telephone call regarding [REDACTED] Call from Eide Bailly to discuss requests from clients related to the billing statement of CLAP expert witness Gentry.	Aimee Cannon	\$150.00	1.10	\$165.00
2/15/2021 Call from client to discuss [REDACTED]	Aimee Cannon	\$150.00	0.40	\$60.00
2/15/2021 Worked on Opposition to CLAP's Motion for Order. Exchanged emails with Shawn and Doug regarding [REDACTED] Exchanged emails regarding expert depositions later this week.	James Shapiro	\$150.00	1.10	\$165.00
2/16/2021 Worked on Opposition to CLAP's latest motion. Exchanged emails regarding the same. Call with Chris Wilcox re his upcoming deposition.	James Shapiro	\$150.00	1.50	\$225.00
2/16/2021 Review emails and voice-mails from Eide Bailly regarding Gentry billing statements and Eide Bailly billing statements. Incorporate [REDACTED] changes in the Opposition to CLAP's Motion to Compel Various Orders. Ensure that the deadlines for submission of the Opposition to CLAP's Motion to Compel Various Orders and in CLAP's 4th Amended Answer and Counterclaim get indicated. Review Galski's changes in his deposition testimony. Make revisions to Bidsal Declaration in support of Opposition to CLAP's Motion to Compel Various Orders in support with v4. Telephone call from Eide Bailly. Circulate Zoom call invite for discussion with Eide Bailly. Zoom conference with Eide Bailly regarding depositions. Respond to questions regarding deposition scheduling from Galski's office. Incorporate Bidsal's changes into Declaration in support of the opposition to CLAP's Motion to Compel Various Orders.	Aimee Cannon	\$150.00	4.50	\$675.00
2/17/2021 Prepared in and participated in the depositions of Chris Wilcox and Frank Galski.	James Shapiro	\$150.00	1.00	\$150.00
2/17/2021 Communicate with Galski's office regarding documents requested in the Notice of Deposition. Communicate with Galski regarding compiling rate sheet and communications per the Notice of deposition. Review emails sent over by Galski. Three telephone calls from Galski regarding deposition preparation.	Aimee Cannon	\$150.00	1.50	\$225.00

Time Entries	Billed By	Rate	Hours	Sub
7/18/2021 Finalize Bidal's Declaration in support of the Opposition to CLAP's Motion to Compel Various Orders. Telephone call from Shawn Hadot. Telephone call from Naomi Kfir at Eido Rally.	Aimee Cannon	\$150.00	0.20	\$70.00
8/19/2021 Exchanged emails with Rod Lewin, Chris Wilcox and Frank Gasla regarding payment of his expert fees. Exchanged emails with Doug regarding [REDACTED]. Worked on opposition to motion to compel orders.	James Shapiro	\$150.00	0.20	\$70.00
8/19/2021 Worked on Bidal's responses to CLAP's 5th and 6th Requests for Documents. Revised and finalized opposition to CLAP's Motion for Orders to Recept and Evaluate Doug's Fourth Amended Answer and Counterclaim.	James Shapiro	\$150.00	0.70	\$345.00
8/19/2021 Send draft responses to CLAP's 5th and 6th Requests for Production of Documents to the client for review and comment. Teleconference with client re 3. Finalize 5th the response to the 5th Request for Production of Documents. Finalize the Declaration in support of Bidal's Opposition to CLAP's Motion to Compel Various Orders. Finalize the Declaration to CLAP's Motion to Compel Various Orders. Review CLAP's Third supplemental disclosures. Review CLAP's Third Supplement to their initial disclosures.	Aimee Cannon	\$140.00	2.30	\$1,115.00
8/22/2021 Draft Motion in Limine. Review Arbitrator's Order on Motion to Compel Various Orders. Client telephone call re 3 - to discuss [REDACTED]. Call from Blake Doern, counsel for Jim Main, requesting outcome of Motion to Compel Deposition of Jim Main. Review additional productions from client.	Aimee Cannon	\$140.00	5.20	\$1,115.00
8/22/2021 Recept and Evaluate Order on Respondent's Motion for Various Orders and Letter Requesting Pre-Arbitration Conference. Worked on Motion in Limine. Exchanged emails with Shawn and Doug regarding [REDACTED]. Teleconference with Rod Lewin regarding outstanding matters.	James Shapiro	\$140.00	0.70	\$345.00
8/23/2021 Recept and Evaluate CLAP's Fourth Supplemental Disclosures and Deposition Transcript of Daniel Gerety, CPW.	James Shapiro	\$150.00	0.10	\$35.00
8/23/2021 Review client documents for possible production. Incorporate co-counsel's comments into the Motion in Limine. Draft Fifth Supplement to the Initial Disclosures. Begin drafting Declaration of Bidal in support of the Motion in Limine.	Aimee Cannon	\$150.00	2.20	\$770.00
8/24/2021 Finish drafting Bidal's Declaration in support of the Motion in Limine. Review CLAP's 4th Supplemental disclosures. Re-draft Motion in Limine to include five new additional witnesses. Zoom conference with co-counsel for arbitration preparation. Compile exhibit list.	Aimee Cannon	\$150.00	6.00	\$1,230.00
8/24/2021 Worked on Emails and Arbitration preparations. Call with Doug regarding [REDACTED]. Exchanged emails with Arbitrator regarding dates and times for a presentation call. Worked on Motion in Limine.	James Shapiro	\$150.00	1.40	\$495.00
8/25/2021 Finalized Motion in Limine. Conference call with Doug and Shawn to discuss [REDACTED]. Prepared demonstrative exhibit. Exchanged emails with Shawn and Doug regarding [REDACTED].	James Shapiro	\$150.00	1.70	\$495.00

Time Entries	Billed By	Rate	Hours	Sub
1/26/2021 Review request from client for [REDACTED] [REDACTED] Send documents to client. Review client's declaration in support of Motion in Limine. Modify Motion in Limine with client input.	James Carlson	\$150.00	1.40	\$210.00
1/26/2021 Worked on items in preparation for the upcoming trial date.	James Shapiro	\$150.00	0.70	\$105.00
		Time Entries Total	79.60	\$27,850.00



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14039 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Time Entries

APPENDIX (PX)004621

Time Entries	Billed By	Rate	Hours	Sum
3/22/2021 Teleconference with Doug regarding [REDACTED]. Worked on demonstrative exhibits. Exchanged emails with Doug regarding [REDACTED]. [REDACTED] Attended pre-arbitration conference call. Worked on Exhibit Log. Exchanged email with Rod Lewin regarding the same.	James Shapiro	\$150.00	1.70	\$255.00
3/22/2021 Exchanged emails with Shawn, Doug and Almee regarding [REDACTED]. [REDACTED] Prepared Subpoena to Jim Main. Teleconference with Shawn regarding [REDACTED]. Prepared for upcoming arbitration.	James Shapiro	\$150.00	2.00	\$300.00
3/22/2021 Arbitration preparation: draft exhibit log, draft pre-arbitration disclosures, draft arbitration team. Call from client. Call with Eide Bailly's 2 regarding [REDACTED].	Almee Cannon	\$150.00	5.30	\$795.00
3/22/2021 Respond to question from Eide Bailly regarding deposition testimony. Add exhibits to Arbitration exhibits per client's request. Continue drafting Arbitration Brief.	Almee Cannon	\$150.00	5.00	\$750.00
3/23/2021 Teleconference with Rod Lewin regarding outstanding issues. Exchanged emails with Louise Garinkel regarding outstanding issues. Prepared Motion in Quash Subpoenas. Other preparations for the upcoming arbitration.	James Shapiro	\$150.00	2.20	\$330.00
3/24/2021 Finalized and filed out Reply to Opposition to Motion in Limine to Exclude Witnesses. Teleconference with Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.80	\$120.00
3/24/2021 Draft reply in support of Motion in Limine. Continue drafting arbitration brief. Pull exhibits to share with co-counsel. Teleconference with Lou Loumeau. Pull exhibits over client's instructions.	Almee Cannon	\$150.00	6.10	\$915.00
3/25/2021 Continue drafting Arbitration Brief. review order on Motion in Limine. Not immediately to discuss [REDACTED]. [REDACTED], review CLA's opposition to Emergency Motion to Quash. Review CLV's Motion in Limine.	Almee Cannon	\$150.00	3.00	\$450.00
3/25/2021 Exchanged emails with Shawn regarding [REDACTED]. [REDACTED] Receive and Evaluate Accessibility of Service of Subpoena by LeGrand. Teleconference with Shawn regarding [REDACTED]. Finalized Answer to Fourth Amended Counterclaim Receipt and Evidentiary Motion in Limine to Exclude Witnesses and Documents Order and Motion in Limine re Failure to Tender.	James Shapiro	\$150.00	0.80	\$120.00
3/25/2021 Prepared for arbitration next week.	James Shapiro	\$150.00	2.80	\$420.00
3/25/2021 Discussion with Eide Bailly regarding FOIA exchange information. Zoom call with client regarding [REDACTED]. Incorporate client's proposed changes into the arbitration brief.	Almee Cannon	\$150.00	6.25	\$937.50
3/26/2021 Add co-counsel's changes to the Arbitration Brief. Review order including Motion to Quash Subpoena. Review Motions in Limine. Begin drafting opposition to Motion in Limine for lender issue. Conference call with co-counsel to [REDACTED].	Almee Cannon	\$150.00	6.50	\$975.00

Time Entries	Billed By	Rate	Hours	Sub
8/5/2021 Worked on Arbitration Brief and other preparations for the upcoming arbitration. Meeting with Doug to [REDACTED] [REDACTED] Receipt and Evaluate Affidavit of Service of Subpoena on PMC (Ridgid) of West Coast Investments to Testify at Arbitration. Receipt and Evaluate CLAP's Arbitration Brief.	James Shapiro	\$450.00	4.80	\$1,880.00
8/10/2021 Worked on Exhibit List. Worked on Opposition to Motion in Limine regarding tender.	James Shapiro	\$450.00	3.50	\$1,225.00
8/10/2021 Continue drafting opposition to the Motion in Limine re: Tender. Begin drafting motion in limine re: taxes. Call from client.	Aimee Cannon	\$450.00	3.30	\$1,380.00
8/11/2021 Worked on Opposition to CLAP's Motion in Limine re: Taxes. Exchanged emails with Shawn and Doug regarding [REDACTED]. Prepared for Arbitration next week.	James Shapiro	\$450.00	7.30	\$1,015.00
8/11/2021 Continue drafting Opposition to the Motion in Limine re: Taxes. Review client information [REDACTED]. Review CLAP's email to Arbitration Panel. Arbitration Preparation.	Aimee Cannon	\$450.00	5.10	\$1,765.00
8/12/2021 Continue compiling, organizing and preparing exhibits for arbitration hearing. Continue drafting Witness outlines. Teleconference with client [REDACTED].	Aimee Cannon	\$450.00	7.40	\$2,360.00
8/13/2021 Prepared for Arbitration next week. Teleconference with Shawn regarding [REDACTED]. Receipt and Evaluate CLAP's Prehearing Disclosures and Reply to Motion in Limine re: Tender.	James Shapiro	\$450.00	0.80	\$280.00
8/15/2021 Work on Trial Exhibit Binders.	Jonathan Haydel	\$270.00	6.30	\$1,915.00
8/15/2021 Prepared for Arbitration. Receipt and Evaluate CLAP's Amended Pre-Hearing Disclosures.	James Shapiro	\$450.00	10.00	\$2,300.00
8/15/2021 Continue preparing witness outline for Exhibit.	Aimee Cannon	\$450.00	6.40	\$2,340.00
8/16/2021 Continue chronology. Search for documents per client's request.	Aimee Cannon	\$450.00	7.00	\$2,765.00
8/16/2021 Prepared for Arbitration.	James Shapiro	\$450.00	3.30	\$2,505.00
8/16/2021 Working Trial Exhibit Binders.	Jonathan Haydel	\$270.00	4.70	\$1,075.00
8/17/2021 Prepared for and attended first day of Arbitration.	James Shapiro	\$450.00	10.40	\$3,645.00
8/17/2021 Prepare background papers for Jeff Crain and Kazanika Schindler.	Aimee Cannon	\$450.00	2.10	\$735.00
8/18/2021 Prepared for and attended second day of Arbitration.	James Shapiro	\$450.00	10.50	\$3,675.00
8/19/2021 Prepared for and attended third day of Arbitration. Receipt and Evaluate UAMS Notice of Additional Arbitration Rules.	James Shapiro	\$450.00	12.80	\$4,160.00

Time Entries	Billed By	Rate	Hours	Sub
3/22/2021 Teleconference with [REDACTED] regarding [REDACTED]	James Shapiro	\$150.00	0.20	\$70.00
3/22/2021 Create timeline for lender agreement. Review letter from arbitrator. Teleconference with [REDACTED] regarding [REDACTED]	Aimee Cannon	\$150.00	0.20	\$280.00
3/23/2021 Teleconference with Norm Kent regarding status of arbitration	James Shapiro	\$150.00	0.20	\$70.00
3/24/2021 Worked on obtaining a copy of the arbitration transcript	James Shapiro	\$150.00	0.30	\$105.00
3/25/2021 Worked on outstanding items	James Shapiro	\$150.00	0.10	\$35.00
3/26/2021 Receipt and Evaluate ELAP's Motion to Withdraw Exhibit 1183	James Shapiro	\$150.00	0.10	\$15.00
3/31/2021 Prepared Opposition to Motion to Withdraw Exhibit 1183. Exchanged emails with Shawn regarding [REDACTED]. Receipt and Evaluate Reply in Support of Motion to Withdraw Exhibit 1183	James Shapiro	\$150.00	0.40	\$140.00
		Time Entries Total	1.20	\$55.65

Expenses

Expense	Billed By	Price	Qty	Sub
Deposition Transcript 3/5/2021 Payment Mailed out to Verdict for Deposition Transcript Gaski and Wilson	JS	\$1,689.00	1.00	\$1,689.00
Deposition Transcript 3/5/2021 Payment to All American Court Reporters for David Cerezo's Transcript of Deposition	JS	\$899.25	1.00	\$899.25
Copies - Black & White \$.25 3/26/2021 Copies made for Arbitration Binder	JS	\$1.25	5000.00	\$1,250.00
		Expenses Total:	5001.00	\$3,938.65



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INVOICE

Invoice No :	17321215
Issue Date :	5/1/2021
Mailto :	Billsal / GV Arb [17321002] JS
Email :	walid@yahood.com

Van Nuys, CA 91405

Flat Fees	Billed By	Price	Qty	Sub
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Time Entries	Billed By	Rate	Hours	Sub
4/2/2021 Finalized chronology regarding the tender issue. Exchanged emails with Shawn and Doug regarding [REDACTED]	James Shapiro	\$350.00	0.40	\$140.00
4/5/2021 Receipt and Evaluate Motion / Withdraw Exhibit 188 Order	James Shapiro	\$350.00	0.10	\$35.00
4/15/2021 Teleconference with Doug regarding [REDACTED] [REDACTED]. Exchanged emails with Doug regarding [REDACTED]	James Shapiro	\$350.00	0.40	\$140.00

Time Entries	Billed By	Rate	Hours	Sub
4/19/2021 Prepared for arbitration next week.	James Shapiro	\$150.00	0.10	\$15.00
4/20/2021 Identify Goldsani's affidavit and distribution table for upcoming continuation of arbitration. Identify Goldsani's breakdown for the sale of Bldg C for upcoming continuation of arbitration.	Aimee Cannon	\$150.00	0.40	\$140.00
4/20/2021 Teleconference with Shawn regarding [REDACTED] Teleconference with Shawn and Doug regarding [REDACTED] [REDACTED] Prepared for upcoming arbitration hearings.	James Shapiro	\$150.00	1.40	\$490.00
4/20/2021 Review documents sent over by Goldsani that they may introduce during arbitration continuation. Client initiated teleconference to discuss [REDACTED]. Review client provided documents regarding [REDACTED].	Aimee Cannon	\$150.00	1.70	\$255.00
4/22/2021 Receipt and Evaluate Unopposed Motion to Extend Time to File Reply Brief and Answering Brief on Cross-Motion.	James Shapiro	\$150.00	0.10	\$15.00
4/22/2021 Prepared for arbitration resume next week. Teleconference with Shawn regarding [REDACTED].	James Shapiro	\$150.00	2.70	\$405.00
4/23/2021 Review arbitrator's decision on unlimited noticed witness. Review Bloomberg's bar status per client request. Call from Rod Lewin regarding exhibit. Provide a sworn requested electronic exhibit.	Aimee Cannon	\$150.00	0.40	\$140.00
4/23/2021 Prepared for arbitration on Monday.	James Shapiro	\$150.00	1.40	\$210.00
4/26/2021 Prepared for pre-arbitration day of arbitration.	James Shapiro	\$150.00	10.10	\$1515.00
4/27/2021 Prepared for and attended first day of arbitration.	James Shapiro	\$150.00	5.70	\$855.00
4/28/2021 Worked on the LeGrand brief. Emailed Judge Wall an electronic copy of the Exhibits.	James Shapiro	\$150.00	1.40	\$490.00
4/28/2021 Telephone conference with Michael Gossard for discuss the issues surrounding the testimony of David LeGrand.	Aimee Cannon	\$150.00	0.60	\$90.00
4/29/2021 Teleconference with Shawn regarding [REDACTED]. Receipt and Emailed Notice of Additional Hearing. Exchanged details with Shawn regarding [REDACTED].	James Shapiro	\$150.00	0.20	\$70.00
		Time Entries Total	30.60	\$4509.00

Expenses:

Expense	Billed By	Price	Qty	Sub
Deposition Transcript 4/29/21 Payment to AACH for transcription of same.	JS	\$202.00	1.00	\$202.00
		Expenses Total:	1.00	\$202.00



SMITH & SHAPIRO

ATTORNEYS AT LAW

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

702.318.5033 702.318.5034

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321216
Issue Date	6/1/2021
Mailer	Bidsal / GV Arb [17321002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
5/7/2021 Receipt and Evaluate Substitution of Counsel (Golshani)	James Shapiro	\$350.00	0.10	\$35.00
5/10/2021 Receipt and Evaluate Day 4 Deposition Transcripts from Arbitration	James Shapiro	\$350.00	0.10	\$35.00
5/12/2021 Receipt and Evaluate Day 5 Deposition Transcripts from Arbitration	James Shapiro	\$350.00	0.10	\$35.00
5/13/2021 Review LeGrand testimony from first arbitration. Begin drafting brief with regard to attorney client privilege. Research [REDACTED]	Aimee Cannon	\$350.00	2.20	\$770.00

Time Entries	Billed By	Rate	Hours	Sub
8/14/2021 Worked on Motion re David's hearing	James Shapiro	\$350.00	0.20	\$70.00
8/14/2021 Continue drafting brief on attorney-client privilege matter	Aimee Carrin	\$350.00	1.40	\$490.00
8/20/2021 Continue drafting brief regarding LeGrand's testimony. Does law research	Aimee Carrin	\$350.00	2.90	\$1,015.00
8/21/2021 Research and Evaluate all Transcripts in Arbitration (Days 4-5 and CJA Properties LLC's Bad RS- Waiver of the Attorney-Client Privilege and Compelling the Testimony of David LeGrand and Corrected Version of Same)	James Shapiro	\$350.00	0.20	\$70.00
8/21/2021 Continue legal research on [REDACTED] Review CJA's Motion with respect to the attorney-client privilege matter. Continue drafting Dhsa's brief on the same.	Aimee Carrin	\$350.00	4.50	\$1,575.00
8/25/21 Research staff of Dhsa on Testimony of David LeGrand. Review documents referenced by client.	Aimee Carrin	\$350.00	6.50	\$2,275.00
8/25/21 Research staff of Dhsa beginning LeGrand Testimony. Complete outline	Aimee Carrin	\$350.00	0.99	\$346.50
		Time Entries Total	16.00	\$5,650.00

Expenses

Expense	Billed By	Price	Qty	Sub
First Legal - Printing Service 8/4/2021 Payment to Kerner Service to Pick Up Arbitration Briefs from JAMS	JS	\$85.05	1.00	\$85.05
Deposition Transcripts 8/4/2021 Payment to Verivox re Sherry Dosa Deposition Transcripts	JS	\$1,172.55	1.00	\$1,172.55
		Expenses Total:	2.00	\$1,257.60



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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321217
Issue Date	7/1/2021
Mailer	Bidsal / GV Arb [17321002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
6/4/2021 Teleconference with Shawn Bidsal regarding [REDACTED] [REDACTED]	James Shapiro	\$350.00	0.10	\$35.00
6/7/2021 Worked on the LeGrand Brief. Exchanged emails with Shawn and Doug regarding [REDACTED]	James Shapiro	\$350.00	2.20	\$770.00
6/9/2021 Review Brief regarding LeGrand's testimony and make revisions.	Aimee Cannon	\$350.00	0.40	\$140.00
6/9/2021 Exchanged emails regarding the LeGrand brief.	James Shapiro	\$350.00	0.20	\$70.00

Time Entries	Billed By	Rate	Hours	Cost
6/20/2021 Teleconference with client regarding [REDACTED] [REDACTED] modify brief and draft letter to counsel for Blase.	Aimee Cannon	\$150.00	0.50	\$75.00
6/18/2021 Case law research regarding [REDACTED] [REDACTED]	Aimee Cannon	\$150.00	0.20	\$75.00
6/17/2021 Research [REDACTED] [REDACTED] [REDACTED] [REDACTED] Modify the LeGrand Brief. Finalize and file LeGrand Brief.	Aimee Cannon	\$150.00	1.70	\$255.00
6/17/2021 Blase and file LeGrand Brief. Exchanged emails with Doug and Shawn regarding [REDACTED]	James Shapiro	\$150.00	1.50	\$225.00
6/17/2021 Call with client regarding [REDACTED] [REDACTED] Set up Zoom conference.	Aimee Cannon	\$150.00	0.50	\$75.00
6/14/2021 Zoom call with Shawn, Doug and Aimee.	James Shapiro	\$150.00	0.50	\$75.00
6/11/2021 Zoom strategy meeting for next hearing date.	Aimee Cannon	\$150.00	0.50	\$75.00
6/8/2021 Phone call with co-counsel regarding [REDACTED]	Aimee Cannon	\$150.00	0.20	\$75.00
6/5/2021 Discuss settlement and deadline with co-counsel. Provide documents per co-counsel's request during hearing.	Aimee Cannon	\$150.00	0.40	\$140.00
5/28/2021 Filed intervention with T-bud regarding [REDACTED]	James Shapiro	\$150.00	0.50	\$105.00
		Time Entries Total	11.70	\$2,095.00



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ATTORNEYS AT LAW

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smithsonian.com

INVOICE

Invoice No.	17321218
Issue Date	8/2/2021
Mailto	Bidsal / GV Arb [17321002] JS
Email	walid@yahoo.com

Van Noy, CA 91405

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries	Billed By	Rate	Hours	Sub
7/6/2021 Review arbitration transcripts, closing argument summary with transcript location references.	Aimee Cannon	\$350.00	3.10	\$1,085.00
7/6/2021 Receipt and Evaluate CLA's Supplemental Brief re: David LeGrand Testimony. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$350.00	0.20	\$70.00
7/12/2021 Review supplemental brief regarding the testimony of David LeGrand.	Aimee Cannon	\$350.00	0.70	\$245.00
7/12/2021 Teleconference with Louis regarding the Rule 16 Conference. Attended and participated in the Rule 16 Conference. Emailed Shayin and Doug [REDACTED]	James Shapiro	\$350.00	0.80	\$280.00
7/13/2021 Draft Supplemental Brief Re: LeGrand Testimony	Aimee Cannon	\$350.00	5.80	\$2,030.00

Time Entries	Billed By	Rate	Hours	Sub
7/14/2021 Finalize first draft of supplemental brief regarding testimony of David LeGrand.	James Carroll	\$245.00	0.70	\$245.00
7/16/2021 Worked on Supplemental Brief re David LeGrand. Exchanged emails with Shawn and Doug regarding [REDACTED]	James Shapiro	\$210.00	0.60	\$210.00
7/15/2021 Teleconference with Doug regarding [REDACTED]. Reviewed Doug's changes to live supplemental brief.	James Shapiro	\$245.00	0.70	\$245.00
7/22/2021 Finalize Bidsol's response to CJA's supplemental brief regarding David LeGrand's testimony.	James Carroll	\$245.00	1.00	\$245.00
7/23/2021 Finalize and ensure filing of supplemental brief re David LeGrand's testimony.	James Carroll	\$245.00	0.70	\$245.00
7/23/2021 Exchanged emails with Fred Uman and Doug Gormel regarding [REDACTED].	James Shapiro	\$245.00	0.70	\$245.00
		Time Entries Total	3.30	\$4,865.00



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INVOICE

Invoice No.	17321219
Issue Date	9/1/2021
Mailto	Bircsa1-GV Arb [17321002].JS
Email	wcibn@yahoo.com

Van Nuys, CA 91405

Flat Fees	Billed By	Price	Qty	Sub
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]

Time Entries	Billed By	Rate	Hours	Sub
8/5/2021 Teleconference with Rod regarding exhibits. Participated in hearing on Motion re: David LeGrand.	James Shapiro	\$350.00	3.00	\$1,120.00
8/9/2021 Receipt and Evaluate Notice of Additional Hearing dates for Arbitration.	James Shapiro	\$350.00	0.10	\$35.00
8/10/2021 Teleconference with Shawn regarding [REDACTED]. Participated in the status check. Teleconference with Doug regarding [REDACTED]. Teleconference with Doug and David LeGrand. Receipt and Evaluate Order Re David LeGrand's Testimony.	James Shapiro	\$350.00	1.00	\$350.00
8/12/2021 Exchanged emails with Shawn regarding [REDACTED] [REDACTED]	James Shapiro	\$350.00	0.20	\$70.00
8/13/2021 Review arbitrator's order regarding the testimony of David LeGrand.	Aimee Cannon	\$350.00	0.20	\$70.00
8/13/2021 Emailed the Arbitrator's Order to David LeGrand. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$350.00	0.10	\$35.00

[illegible]

All numbers are in Spanish pesos. All figures are not valid by the end of the month will actual interest at a rate of eighteen percent (18%) per annum from the control date onto and in full.

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INVOICE

Invoice No.	17321220
Issue Date	10/1/2021
Mailer	Bidsal / GV Arb [17321002] JS
Email	wcib@yahod.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
9/3/2021 Reviewed and researched Rod's list of exhibit discrepancies. Exchanged emails with Doug regarding [REDACTED] Teleconference with Doug regarding [REDACTED] Exchanged emails with Rod regarding the same.	James Shapiro	\$350.00	1.00	\$350.00
9/5/2021 Exchanged emails with Rod Lewin regarding arbitration exhibits.	James Shapiro	\$350.00	0.10	\$35.00
9/7/2021 Review email correspondence regarding exhibits before Judge Wall.	Aimee Cannon	\$350.00	0.10	\$35.00
9/14/2021 Receipt and Evaluate Letter to Wall re: Exhibit 200 and Exhibit 200.	James Shapiro	\$350.00	0.10	\$35.00
9/15/2021 Exchanged emails with Rod regarding the Exhibit 200 dispute. Teleconference with Doug regarding [REDACTED]	James Shapiro	\$350.00	0.20	\$70.00
9/16/2021 Exchanged emails with Rod Lewin regarding the Exhibit 200 dispute. Teleconference with Rod regarding the same.	James Shapiro	\$350.00	0.20	\$70.00
9/17/2021 Receipt and Evaluate Letter to Wall re Disputed Exhibit 200 and Errata to Same.	James Shapiro	\$350.00	0.10	\$35.00
9/20/2021 Teleconference with Doug Gerrard regarding [REDACTED] [REDACTED] Exchanged emails with Doug and Shawn regarding [REDACTED] [REDACTED] Teleconference with Doug regarding [REDACTED]	James Shapiro	\$350.00	0.50	\$175.00

Time Entries	Billed By	Rate	Hours	Sub
8/20/2021 Receipt and process email from Michelle Samanegri regarding arbitration hearings next week. Exchanged emails with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.50	\$75.00
8/23/2021 Teleconference with Doug and Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.30	\$45.00
8/24/2021 Continue reviewing transcripts for argument/debatory	Aimee Cannon	\$100.00	0.50	\$50.00
8/25/2021 Exchanged emails regarding the upcoming arbitration and pre-hearing conference call with the judge	James Shapiro	\$150.00	0.10	\$15.00
8/27/2021 Conference call with Judge Wall to discuss the arbitration later this week. Conference call with Shawn and Doug regarding [REDACTED]	James Shapiro	\$150.00	2.20	\$330.00
8/30/2021 Meeting with Doug regarding [REDACTED]. Teleconference with Shawn regarding [REDACTED]. Prepared letter to Judge Wall regarding the child issues. Exchanged emails with Shawn and Doug regarding [REDACTED]. Teleconference with Doug regarding [REDACTED]	James Shapiro	\$150.00	2.10	\$315.00
8/30/2021 Review opposing counsel's letter to arbitration judge with respect to evidence and the court record	Aimee Cannon	\$100.00	0.50	\$50.00
8/31/2021 Prepared, filed and submitted in sealed arbitration (Jessel and Dallas) 300 Exhibit Expert Report Exhibit	James Shapiro	\$150.00	6.70	\$1,005.00
		Time Entries Total	15.10	\$5,235.00



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SMITH & SHAPIRO

ATTORNEYS AT LAW

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	17321221
Issue Date	11/1/2021
Matter	Bidsal / GV Arb [17321002] JS
Email	wcibb@yahoo.com

Bill To:

Shawn B. Bidsal [17321002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
10/7/2021 Exchanged emails with Doug, Rod and Oasis Reporting regarding the transcript fee. Receipt and Evaluate Closing Argument Transcripts.	James Shapiro	\$350.00	0.30	\$105.00
10/20/2021 Receipt and Evaluate Letter from Wall re Outstanding Invoices and Decision	James Shapiro	\$350.00	0.10	\$35.00
10/20/2021 Call client regarding [REDACTED]	Aimee Cannon	\$350.00	0.10	\$35.00
10/25/2021 Teleconference with Bidsal regarding [REDACTED]	James Shapiro	\$350.00	0.30	\$105.00
10/27/2021 Review Interim Award from Arbitrator Wall	Aimee Cannon	\$350.00	0.50	\$175.00
10/27/2021 Reviewed Judge Wall's Interim Award. Exchanged emails with Shawn Bidsal regarding [REDACTED]. Started working on the Motion for Attorneys Fees and Costs. Teleconference with Shawn regarding [REDACTED]. Receipt and Evaluate Interim Award	James Shapiro	\$350.00	1.00	\$350.00
10/28/2021 Worked on Motion for Attorneys Fees. Emailed Judge Wall and asked to extend all deadlines by 7 days.	James Shapiro	\$350.00	0.60	\$210.00
10/28/2021 E-mails regarding application for award of attorneys fees and begin draft of application for award of attorneys fees.	Sheldon Horbett	\$350.00	1.00	\$350.00



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INVOICE

Invoice No.	1826212120
Issue Date	11/10/2021
Mailer	Bidsal / GV Arb [17321 002] JS
Email	wcibid@yahoo.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
11/1/2021 Work on memorandum of Costs and Declaration of Attorney's Fees	Jennifer Bidwell	\$225.00	2.70	\$607.50
11/3/2021 Begin Drafting Motion for Attorney's Fees. Work on affidavit of attorney fees for Smith & Shapiro. Review Gerard Cox Larsen invoices; prepare for redaction. Call with co-counsel regarding [REDACTED]	Aimee Cannon	\$350.00	4.80	\$1,680.00
11/4/2021 Continue drafting Application for Attorney Fees.	Aimee Cannon	\$350.00	1.90	\$885.00
11/4/2021 Worked on Motion for Attorneys Fees. Exchanged emails with Shawn regarding [REDACTED].	James Shapiro	\$350.00	2.30	\$805.00
11/5/2021 Teleconference with Doug regarding [REDACTED]. Consolidated Shawn's changes and Doug's changes into the current Application. Teleconference with Shawn and Doug regarding [REDACTED].	James Shapiro	\$350.00	0.90	\$315.00
11/8/2021 Review modifications to motion for attorney fees [REDACTED]. [REDACTED] Redact invoices for Smith & Shapiro. Revise affidavit in support of motion for attorney fees for Gerard Cox Larsen.	Aimee Cannon	\$350.00	1.80	\$630.00
11/9/2021 Worked on Motion for Attorneys Fees.	James Shapiro	\$350.00	0.80	\$280.00
		Time Entries Total	15.20	\$4,982.50



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SMITH & SHAPIRO

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Smith & Shapiro, PLLC

INVOICE

Invoice No.	1826212131
Issue Date	1/5/2022
Mailer	Bidsal / GV Arb [17321 002] JS
Email	wcib@yahoo.com

Bill To:

Shawn B. Bidsal [17321 002] JS

14038 Sherman Way, Suite 201

Van Nuys, CA 91405

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
11/17/2021 Finalized Motion for Attorneys Fees	James Shapiro	\$350.00	0.30	\$105.00
11/23/2021 Teleconference with Louis regarding extending the deadlines on the application for attorneys fees. Exchanged emails with Louis Garlinkin and Judge David Wall regarding the same.	James Shapiro	\$350.00	0.20	\$70.00
12/3/2021 Receipt and Evaluate Golshani's Opposition to Our Motion for Attorney's Fees and Costs	James Shapiro	\$350.00	0.10	\$35.00
12/3/2021 Teleconference with Shawn Bidsal regarding [REDACTED]	James Shapiro	\$350.00	0.20	\$70.00
12/7/2021 Review Opposition to Claimant's Application for Attorney's fees and costs. Begin drafting reply in support of Claimant's Application for Attorney's fees and costs	Aimee Cannon	\$350.00	1.20	\$420.00
12/9/2021 Continue drafting Reply in support of Motion for Attorneys fees and costs	Aimee Cannon	\$350.00	3.80	\$1,330.00
12/9/2021 Finish first draft of reply in support of application for attorney fees and costs. Draft verification for Memorandum of Costs.	Aimee Cannon	\$350.00	1.90	\$665.00
12/9/2021 Revised Reply to Opposition to Motion for Attorney Fees and Costs. Exchanged emails with Shawn and Doug regarding [REDACTED]	James Shapiro	\$350.00	0.70	\$245.00

Time Entries	Billed By	Rate	Hours	Sub
12/10/2021 Teleconference with Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.50	\$175.00
12/10/2021 Review Reply in support of Attorneys fees and costs	Aimee Cannon	\$150.00	0.50	\$175.00
12/13/2021 Exchanged emails regarding scheduling the hearing on our motion for attorneys fees.	James Shapiro	\$150.00	0.20	\$75.00
12/15/2021 Presented for hearing tomorrow on Golsman's Motion for Separate Trial. Teleconference with Shawn regarding [REDACTED]	James Shapiro	\$150.00	1.30	\$450.00
12/17/2021 Worked on Reply to Opposition to Motion for Attorneys Fees. Exchanged emails with Shawn and Doug [REDACTED]. Finalized and filed the same.	James Shapiro	\$150.00	1.00	\$350.00
12/20/2021 Read and filed Plaintiff Respondent's Supplemental Opposition to Application for Attorneys Fees and Costs.	James Shapiro	\$150.00	0.10	\$35.00
12/21/2021 Review and file supplemental opposition to Plaintiff's application for attorneys fees and costs. begin drafting supplemental reply	Aimee Cannon	\$150.00	0.70	\$245.00
12/22/2021 Emailed Shawn regarding [REDACTED]	James Shapiro	\$150.00	0.10	\$35.00
12/23/2021 Worked on response to PLA's rogue filing. Exchanged emails with Shawn and Doug regarding [REDACTED]	James Shapiro	\$150.00	0.80	\$280.00
12/23/2021 Final Supplemental Reply in Support of Application for Attorney Fees	Aimee Cannon	\$150.00	2.40	\$360.00
12/23/2021 Finalized the response to PLA's rogue filing. Exchanged emails with Shawn and Doug [REDACTED]	James Shapiro	\$150.00	0.60	\$210.00
12/24/2021 Review orders regarding withholding of distributions.	Aimee Cannon	\$150.00	0.20	\$70.00
12/26/2021 Exchanged emails with Shawn Bissal regarding [REDACTED]	James Shapiro	\$150.00	0.20	\$70.00
12/28/2021 Teleconference with Shawn regarding [REDACTED]. Exchanged emails with Doug regarding [REDACTED]. Teleconference with Doug regarding [REDACTED]	James Shapiro	\$150.00	0.40	\$140.00
12/29/2021 Presented for and participated in hearing on our application for attorneys fees.	James Shapiro	\$150.00	1.10	\$385.00
		Time Entries Total	18.50	\$8,475.00



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