

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 12:15 PM
Elizabeth A. Brown
Clerk of Supreme Court

No. 86817

APPELLANT'S APPENDIX

VOLUME 22

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	<u>Exhibit 238</u> : CLA Motion in Limine re Bidsal's Evidence re Taxes dated March 5, 2021		18	4216-4222
	<u>Exhibit 239</u> : Claimant's Opposition to CLA's Motion in Limine Regarding Bidsal's Evidence re Taxes dated March 11, 2021		18	4223-4229
	<u>Exhibit 240</u> : Ruling – Arbitration Day 1 p. 11 dated March 17, 2021		18	4230-4231
	<u>Exhibit 241</u> : CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 5, 2021		19	4232-4329
	<u>Exhibit 242</u> : Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC's Motion in Limine Re Failure to Tender dated March 11, 2021		19	4330-4354
	<u>Exhibit 243</u> : CLA Properties, LLC's Reply to Shawn Bidsal's Opposition Re Failure to Tender dated March 12, 2021		19	4355-4430

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 16)	<u>Exhibit 244</u> : Ruling – Arbitration Day 1 pp 15-17 dated March 17, 2021		19	4431-4434
	<u>Exhibit 245</u> : CLA’s Motion to Withdraw Exhibit 188 dated March 26, 2021		19	4435-4437
	<u>Exhibit 246</u> : Claimant’s Opposition to CLA’s Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4438-4439
	<u>Exhibit 247</u> : CLA’s Reply to Bidsal’s Opposition to the Motion to Withdraw Exhibit 188 dated March 31, 2021		19	4440-4442
	<u>Exhibit 248</u> : Order on Respondent’s Motion to Withdraw Exhibit 188 dated April 5, 2021		19	4443-4445
17.	Appendix to Movant CLA Properties, LLC’s Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 16 of 18)	6/22/22	19	4446
	Note Regarding Incorrect Index		19	4447
	Index [Incorrect]		19	4448-4458
	<u>Exhibit 249</u> : CLA Properties, LLC’s Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated May 21, 2021		19	4459-4474
	<u>Exhibit 250</u> : Claimant Shawn Bidsal’s Brief Regarding the Testimony of David LeGrand dated June 11, 2021		20	4475-4569
	<u>Exhibit 251</u> : CLA’s Properties, LLC Supplemental Brief Re: (1) Waiver of the Attorney-Client Privilege; and (2) Compelling the Testimony of David LeGrand, Esq. dated July 9, 2021		20	4570-4577

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 252</u> : Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand dated July 23, 2021		20	4578-4595
	<u>Exhibit 253</u> : Order Regarding Testimony of David LeGrand dated September 10, 2021		20	4596-4604
	<u>Exhibit 254</u> : Claimant Shawn Bidsal's Application for Award of Attorney's Fees and Costs dated November 12, 2021		20	4605-4687
	<u>Exhibit 255</u> : Respondent / Counterclaimant CLA Properties, LLC's Opposition to Claimant Bidsal's Application for Attorney's Fees and Costs dated December 3, 2021		21	4688-4757
	<u>Exhibit 256</u> : Claimant's Reply in Support of Claimant Shawn Bidsal's Application for Attorney's Fees and Costs dated December 17, 2021		21	4758-4806
	<u>Exhibit 257</u> : Respondent / Counterclaimant CLA Properties, LCC's Supplemental Opposition to Claimant's Application for Attorney's Fees and Costs dated December 23, 2021		21	4807-4838
	<u>Exhibit 258</u> : Response to CLA Properties' Rogue Supplemental Opposition dated December 29, 2021		21	4839-4946
	<u>Exhibit 259</u> : Claimant Shawn Bidsal's Supplemental Application for Award of Attorney's Fees and Costs dated January 12, 2022		21 22	4847-4930 4931-4964

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 17)	<u>Exhibit 260</u> : Respondent's Second Supplemental Opposition to Application for Attorney's Fees and Costs dated January 26, 2022		22	4965-4998
	<u>Exhibit 261</u> : Claimant's Second Supplemental Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorney Fees and Costs dated February 15, 2022		22	4999-5052
18.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 17 of 18)	6/22/22	22	5053
	Note Regarding Incorrect Index		22	5054
	Index [Incorrect]		22	5055-5065
	<u>Exhibit 262</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 1 dated May 8, 2018		23	5066-5287
	<u>Exhibit 263</u> : Transcript of Proceedings – Honorable Stephen E. Haberfeld Volume 2 dated May 9, 2018		23 24	5288-5313 5314-5549
	<u>Exhibit 264</u> : Arbitration Hearing Transcript Day 1 dated March 17, 2021		25 26	5550-5797 5798-5953
	<u>Exhibit 265</u> : Arbitration Hearing Transcript Day 2 dated March 18, 2021		26 27 28	5954-6046 6047-6260 6261-6341
	<u>Exhibit 266</u> : Arbitration Hearing Transcript Day 3 dated March 19, 2021		28 29 30	6342-6505 6506-6705 6706-6798
	<u>Exhibit 267</u> : Arbitration Hearing Transcript Day 4 dated April 26, 2021		30 31	6799-6954 6955-7117

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
19.	Appendix to Movant CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment (Volume 18 of 18)	6/22/22	31	7118
	Note Regarding Incorrect Index		31	7119
	Index [Incorrect]		31	7120-7130
	<u>Exhibit 268</u> : Arbitration Hearing Transcript Day 5 dated April 27, 2021		31 32	7131-7202 7203-7358
	<u>Exhibit 269</u> : Reporter's Transcript dated June 25, 2021		32	7359-7410
	<u>Exhibit 270</u> : Remote Transcript of Proceedings dated August 5, 2021		33	7411-7531
	<u>Exhibit 271</u> : Transcript of Proceedings Arbitration dated September 29, 2021		33 34	7532-7657 7658-7783
	<u>Exhibit 272</u> : Transcript of Hearing Proceedings dated January 5, 2022		34	7784-7814
	<u>Exhibit 273</u> : Transcript of Telephonic Hearing Proceedings dated February 28, 2022		34	7815-7859
	<u>Exhibit 274</u> : Appellant Shawn Bidsal's Opening Brief (<i>Supreme Court of Nevada, Appear from Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated November 24, 2020		35	7860-7934
	<u>Exhibit 275</u> : Respondent's Opposition to CLA's Petition for Confirmation of Arbitration Award and Entry of Judgment and Counterpetition to Vacate Arbitration Award (<i>Case No. A-19-795188-P, District Court, Clark County, NV</i>) dated July 15, 2019		35	7935-7975

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 19)	<u>Exhibit 276</u> : Order of Affirmance (In Re: Petition of CLA Properties, LLC C/W 80831 Nos. 80427; 80831, <i>Order of Affirmance</i> , unpublished Deposition) dated March 17, 2022		35	7976-7981
	<u>Exhibit 277</u> : 2011-2019 Green Valley Commerce Distribution		35	7982-7984
20.	Bidsal's Opposition to CLA Properties, LLC's Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment and Bidsal's Countermotion to Confirm Arbitration Award	9/1/22	35	7985-8016
	<u>Exhibit 1</u> : Declaration of Shawn Bidsal in Support of Claimant Shawn Bidsal's Opposition to Respondent CLA Properties, LLC Motion to Resolve Member Dispute Re Which Manage Should be Day to Day Manager dated June 10, 2020		35	8017-8027
	<u>Exhibit 2</u> : Affidavit of Benjamin Golshani in Opposition to Respondent's Motion for Stay Pending Appeal dated January 31, 2020		35	8028-8041
	<u>Exhibit 3</u> : Articles of Organization for Green Valley Commerce, LLC dated May 26, 2011		35	8042-8043
	<u>Exhibit 4</u> : Final Settlement Statement for Green Valley Commerce, LLC dated September 3, 2011		35	8044-8045
	<u>Exhibit 5</u> : Grant, Bargain and Sale Deed dated September 22, 2011		35	8046-8050
	<u>Exhibit 6</u> : Estimated Settlement Statement dated September 22, 2011		35	8051-8052

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 20)	<u>Exhibit 7</u> : Declaration of Covenants, Conditions and Restrictions and Reservation of Comments for Green Valley Commerce Center dated March 16, 2012		35 36	8053-8097 8098-8133
	<u>Exhibit 8</u> : Seller's Closing Statement – Final dated September 10, 2012		36	8134-8136
	<u>Exhibit 9</u> : Operating Agreement for Green Valley Commerce, LLC		36	8137-8165
	<u>Exhibit 10</u> : Schedule with Check of Distributions sent from Shawn Bidsal to Benjamin Golshani		36	8166-8169
	<u>Exhibit 11</u> : Seller's Closing Statement – Final dated November 14, 2014		36	8170-8171
	<u>Exhibit 12</u> : Schedule of Distributions		36	8172-8175
	<u>Exhibit 13</u> : Seller's Settlement Statement dated August 31, 2015		36	8176-8177
	<u>Exhibit 14</u> : CLA Properties, LLC's Election to Purchase Membership Interest dated August 3, 2017		36	8178-8179
	<u>Exhibit 15</u> : Correspondence from Rodney T. Lewin to James E. Shapiro Re Proof of Funds to Purchase Membership Interest		36	8180-8184
	<u>Exhibit 16</u> : Demand for Arbitration Form dated September 26, 2017		36	8185-8190
	<u>Exhibit 17</u> : JAMS Arbitration Final Award dated April 4, 2019		36	8191-8212

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 20)	<u>Exhibit 18</u> : Demand for Arbitration Form dated February 7, 2020		36	8213-8247
	<u>Exhibit 19</u> : Respondent's Answer and Counter-Claim dated March 4, 2020		36	8248-8276
	<u>Exhibit 20</u> : JAMS Final Award dated March 12, 2022		36	8277-8308
	<u>Exhibit 21</u> : Order of Affirmance dated March 17, 2022		36	8309-8314
	<u>Exhibit 22</u> : Remittitur from Supreme Court of the State of Nevada dated June 10, 2022		36	8315-8319
	<u>Exhibit 23</u> : Correspondence from James E. Shapiro to Benjamin Golshani Re Offer to Purchase Membership Interest dated July 7, 2017		36	8320-8321
	<u>Exhibit 24</u> : Cashier's Check		36	8322-8323
21.	CLA's Reply in Support of Motion to Vacate (Partially) Arbitration Award	10/7/22	37	8324-8356
22.	CLA's Opposition to Shawn Bidsal's Countermotion to Confirm Arbitration Award	10/7/22	37	8357-8359
	<u>Exhibit 1</u> : Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated June 17, 2022		37	8360-8445
	<u>Exhibit 2</u> : CLA's Reply in Support of Motion to Vacate [Partially] Arbitration Award dated October 7, 2022		37	8446-8479
23.	Bidsal's Reply in Support of Bidsal's Countermotion to Confirm Arbitration Award	10/31/22	37	8480-8505

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 23)	<u>Exhibit 25</u> : Arbitration Hearing Partial Transcript Day 3 dated March 19, 2021		37	8506-8511
24.	Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award	3/20/23	37	8512-8521
25.	Notice of Entry of Order {Order Granting Bidsal's Countermotion to Confirm Arbitration Award and Denying CLA Properties, LLC's Motion to Vacate Arbitration Award dated March 20, 2023}	3/21/23	37	8522-8533
26.	Transcript of Hearing Re: Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated February 7, 2023	4/11/23	38	8534-8660
27.	CLA Properties, LLC's Notice of Appeal	4/17/23	38	8661-8672
28.	CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful and Request for Order Shortening Time	5/4/23	38	8673-8680
	<u>Exhibit A</u> : Declaration of Todd Kennedy, Esq. dated April 27, 2023		38	8681-8684
29.	Bidsal's Opposition to CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Right as to the Fees and Right to Return if Appeal is Successful on Order Shortening Time	5/8/23	38	8685-8692

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
(Cont. 29)	<u>Exhibit 1</u> : Transcript of Proceedings Re Motion to Vacate Arbitration Award (NRS 38.241) and for Entry of Judgment dated April 11, 2023		38 39	8693-8782 8783-8802
	<u>Exhibit 2</u> : JAMS Final Award dated March 12, 2022		39	8803-8834
30.	Recorder's Transcript of Pending Motions dated May 9, 2023	5/12/23	39	8835-8878
31.	Recorder's Transcript of Pending Motion dated May 11, 2023	5/15/23	39	8879-8888
32.	Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/24/23	39	8889-8893
33.	Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8894-8898
34.	Notice of Entry of Order Denying CLA Properties, LLC's Motion to Approve Payment of Fees Award in Full and for Order Preserving Appeal Rights as to the Fees and Right to Return if Appeal is Successful	5/24/23	39	8899-8905
35.	Notice of Entry of Order Regarding Bidsal's Motion to Reduce Award to Judgment and for an Award for Attorney Fees and Costs and Judgment	5/25/23	39	8906-8915
36.	CLA Properties, LLC's Supplemental Notice of Appeal	6/20/23	39	8916-8917
37.	CLA Properties, LLC's Errata to Supplemental Notice of Appeal	6/23/23	39	8918-8931

Exhibit “7”

Exhibit “7”

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

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

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

Attorneys for Claimant

JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
 liability company,

Respondent.

Reference #:1260005736

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

AMENDED AFFIDAVIT OF ATTORNEYS FEES FOR DOUGLAS D. GERRARD, ESQ.

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss:

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

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

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

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

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

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

<u>Name of Attorney</u>	<u>Hourly Billing Rate</u>	<u>Total Hours</u>	<u>Total Fees</u>
Douglas D. Gerrard, Esq.	\$450.00	310.6	\$140,895.00
TOTAL:			\$140,895.00

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

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

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

9. The 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.

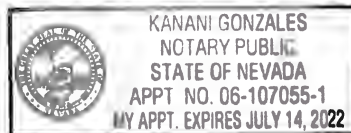
10. Further Affiant saith naught.



Douglas D. Gerrard

SUBSCRIBED and SWORN to before me this 17th day of January, 2022.


NOTARY PUBLIC KANANI GONZALES



Gerrard Cox Larsen
Attorneys At Law
2450 St. Rose Pkwy., Ste. 200
Henderson, NV 89074
P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

July 31, 2020

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/28/2020 Telephone call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.90 \$450.00/hr	\$405.00
4/29/2020 Conference call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.50 \$450.00/hr	\$225.00
4/30/2020 Attend pre-arbitration hearing to schedule dates	1.00 \$450.00/hr	\$450.00
Review the Operating Agreement and NRS Chapter 86 as it relates to the dispute	2.00 \$450.00/hr	\$900.00
5/1/2020 Meeting with Jim Shapiro and Shawn to discuss [REDACTED]	1.70 \$450.00/hr	\$765.00
Continue review of underlying documents	2.50 \$450.00/hr	\$1,125.00
5/18/2020 Review and revise the Answer to Counterclaims and the Disclosures	1.00 \$450.00/hr	\$450.00
6/9/2020 Telephone call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.50 \$450.00/hr	\$225.00
6/10/2020 Work on Opposition to Motion to Replace Manager	1.50 \$450.00/hr	\$675.00
6/19/2020 Telephone call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.70 \$450.00/hr	\$315.00
6/25/2020 Review and revise the Motion to Quash Subpoenas	0.70 \$450.00/hr	\$315.00

Shawn Bidsal
Account No. 20128

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
6/30/2020 Conference call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.70 \$450.00/hr	\$315.00
7/1/2020 Participate in call with Shawn Bidsal, Aimee and Jim	0.30 \$450.00/hr	\$135.00
Prepare for the arbitration hearing on motion to remove Bidsal and to Quash subpoenas	0.50 \$450.00/hr	\$225.00
Attend the arbitration hearing on motion to remove Bidsal and to Quash subpoenas	1.50 \$450.00/hr	\$675.00
7/8/2020 Revise the supplemental briefing on tender	2.50 \$450.00/hr	\$1,125.00
7/20/2020 Review the Arbitrator's Ruling on Motion to Remove Shawn as Manager	0.30 \$450.00/hr	\$135.00
7/23/2020 Review and revise Bidsal's opposition to the Motion to Compel	1.00 \$450.00/hr	\$450.00
Phone conference with Shawn regarding [REDACTED]	3.00 \$450.00/hr	\$1,350.00
7/31/2020 Conference call with Shawn Bidsal and Jim Shapiro	0.50 \$450.00/hr	\$225.00

[REDACTED]
[REDACTED]

Qty/Price

7/7/2020 On-Line Research via LexisNexis.

1
\$45.05

Total costs

\$45.05

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

Please Include Account Number on Payment

Gerrard Cox Larsen
Attorneys At Law
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Henderson, NV 89074
P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

August 31, 2020

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
8/3/2020 Conference call with Judge Wall on Motion to Compel responses and follow up call with Jim and Shawn	1.00 \$450.00/hr	\$450.00
8/11/2020 Telephone call with Shawn, Jim and Aimee about [REDACTED]	0.20 \$450.00/hr	\$90.00
[REDACTED] Telephone call with Chris Wilcox regarding [REDACTED]	0.20 \$450.00/hr	\$90.00
8/12/2020 Conference call regarding the accounting calculations and expert work needed	0.80 \$450.00/hr	\$360.00
[REDACTED]	[REDACTED]	[REDACTED]

	<u>Qty/Price</u>	
8/12/2020 Conference call with Chris Wilcox via AT&T Teleconference Services.	1 \$46.20	

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Shawn Bidsal
Account No. 20128

	<u>Amount</u>
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Please Include Account Number on Payment

September 30, 2020

Account No. 20128

<u>Hrs/Rate</u>	<u>Amount</u>
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9/15/2020	Participate in video conference with Shawn and the experts	1.30 \$450.00/hr	\$585.00
9/30/2020	Participate in meeting with expert regarding how to proceed	1.00 \$450.00/hr	\$450.00
	Prepare email confirming settlement	0.50 \$450.00/hr	\$225.00

11/3/2020 Payment - Thank you. [REDACTED]

[REDACTED]

[REDACTED]

Please Include Account Number on Payment

Gerrard Cox Larsen
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Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

October 31, 2020

Account No. 20128

[REDACTED]

[REDACTED]

Amount
[REDACTED]
[REDACTED]

Please Include Account Number on Payment

Gerrard Cox Larsen
Attorneys At Law
2450 St. Rose Pkwy., Ste. 200
Henderson, NV 89074
P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

November 30, 2020

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2020 Revise the final Arbitration demand	0.80 \$450.00/hr	\$360.00
11/9/2020 Receipt and review of Notice of Deposition of Jim Main	0.10 \$450.00/hr	\$45.00
Receipt and review of Notice of Deposition of Shawn Bidsal	0.10 \$450.00/hr	\$45.00
11/10/2020 Participate in Zoom conference call with Chris Wilcox and the legal team	2.50 \$450.00/hr	\$1,125.00
11/17/2020 Attend hearing on Motion to Continue Hearing by CLA	0.70 \$450.00/hr	\$315.00
11/19/2020 Telephone call with Aimee Cannon regarding [REDACTED]	0.20 \$450.00/hr	\$90.00
11/20/2020 Receipt and review of Order on Respondent's Motion to Continue Proceedings and Second Amended Scheduling Order	0.10 \$450.00/hr	\$45.00

Shawn Bidsal
Account No. 20128

Additional Charges :

	<u>Qty/Price</u>	<u>Amount</u>
11/16/2020Court fees for filing of Notice of Appearance	1 \$3.50	
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Please Include Account Number on Payment

Gerrard Cox Larsen
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P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

December 31, 2020

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/7/2020 Attend conference call with Jim, Aimee and Shawn	1.50 \$450.00/hr	\$675.00
Attend conference call with full team and the expert witnesses	1.70 \$450.00/hr	\$765.00
12/9/2020 Telephone calls with Aimee Cannon (3) and email correspondence re [REDACTED]	0.30 \$150.00/hr	\$45.00
Various phone calls with Veritext Reporting regarding Doug Gerrard access to deposition portal	0.80 \$150.00/hr	\$120.00
Telephone call with Blake Doerr regarding the Jim Main deposition	0.50 \$450.00/hr	\$225.00
Telephone call with Shawn Bidsal regarding [REDACTED]	0.60 \$450.00/hr	\$270.00
Prepare for Jim Main deposition	2.50 \$450.00/hr	\$1,125.00
12/10/2020 Prepare for and attend the deposition of Jim Main and discuss [REDACTED] with Shawn Bidsal	5.50 \$450.00/hr	\$2,475.00
12/11/2020 Work on themes for Bidsal Testimony	0.70 \$450.00/hr	\$315.00
Attend deposition preparation meeting with client	1.00 \$450.00/hr	\$450.00
12/14/2020 Attend deposition preparation meeting with Shawn Bidsal	1.00 \$450.00/hr	\$450.00

Shawn Bidsal
Account No. 20128

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
12/15/2020 Attend Shawn Bidsal deposition	7.00 \$450.00/hr	\$3,150.00
12/16/2020 Conference call with Jim, Aimee and Shawn regarding [REDACTED]	0.80 \$450.00/hr	\$360.00
12/17/2020 Prepare for and attend hearing on Motion for Partial Summary Judgment	1.50 \$450.00/hr	\$675.00
12/18/2020 Review all documents and prepare deposition exhibits	7.50 \$450.00/hr	\$3,375.00
12/21/2020 Telephone call with Aimee and Jim regarding [REDACTED] [REDACTED]	0.50 \$450.00/hr	\$225.00
Prepare for Golshani deposition	1.00 \$450.00/hr	\$450.00
12/22/2020 Telephone call with Rod Lewin regarding his dental emergency causing the need to move the Golshani deposition	0.20 \$450.00/hr	\$90.00
Review the Wilcox Rebuttal Report	0.80 \$450.00/hr	\$360.00
Zoom conference to discuss [REDACTED]	1.50 \$450.00/hr	\$675.00
Prepare for Golshani deposition by reviewing correspondence, the pleadings and discovery responses	2.50 \$450.00/hr	\$1,125.00
12/30/2020 Receipt and review of Third Amended Notice of Deposition of Benjamin Golshani	0.10 \$450.00/hr	\$45.00

Additional Charges :

	<u>Qty/Price</u>	
12/9/2020 Copying	274 \$0.25	
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

Shawn Bidsal
Account No. 20128

<u>Amount</u>
<div></div>
<div></div>
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Please Include Account Number on Payment

Gerrard Cox Larsen
Attorneys At Law
2450 St. Rose Pkwy., Ste. 200
Henderson, NV 89074
P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

January 31, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/4/2021 Prepare for and take deposition of Benjamin Golshani	8.50	\$3,825.00
	\$450.00/hr	
1/5/2021 Telephone call with Aimee regarding [REDACTED]	0.20	\$90.00
	\$450.00/hr	
1/14/2021 Telephone call with Shawn Bidsal and Jim Shapiro	0.70	\$315.00
regarding [REDACTED]	\$450.00/hr	
1/19/2021 Receipt and review of letter from Rodney Lewin dated	0.10	\$45.00
January 19, 2021 regarding Motion for Leave to File 4th	\$450.00/hr	
Amended Answer and Counterclaim		
1/21/2021 Receipt and review of Order Denying Plaintiff's Motion	0.10	\$45.00
for Partial Summary Judgment, and Notice of Entry of	\$450.00/hr	
same		
Receipt and review of CLA Properties, LLC's Fifth	0.10	\$45.00
Request for Production of Documents to Shawn Bidsal	\$450.00/hr	
1/25/2021 Receipt and review of CLA Properties, LLC's Sixth	0.10	\$45.00
Request for Production of Documents to Shawn Bidsal	\$450.00/hr	
1/26/2021 Receipt and review of letter from Louis Garfinkel dated	0.10	\$45.00
January 26, 2021 to Honorable Judge David Wall	\$450.00/hr	
regarding CLA's Emergency Motion for Order		
Compelling the Completion of the Deposition of Jim		
Main, CPA		
1/29/2021 Review and revise Opposition to Motion for Second	0.70	\$315.00
Deposition of Jim Main	\$450.00/hr	

Hours	Amount
-------	--------

11

Qty/Price

\$877.85

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██████████

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[REDACTED]

██████████

APPENDIX (PX)004664

Gerrard Cox Larsen
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February 28, 2021

Shawn Bidsal
 14039 Sherman Way, Suite #201
 Van Nuys, CA 91405-2577

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
2/1/2021 Receipt and review of Notice of Deposition of Shawn Bidsal's Expert Witness Frank Gatski	0.10 \$450.00/hr	\$45.00
Receipt and review of Notice of Deposition of Shawn Bidsal's Expert Witness Chris Wilcox, CPA	0.10 \$450.00/hr	\$45.00
Receipt and review of Claimant's Opposition to Respondent/Counter claimant's Motion for Leave to File Fourth Amended Answer and Counterclaim	0.10 \$450.00/hr	\$45.00
2/2/2021 Receipt and review of Respondent/Counterclaimant's Reply In Support of Motion for Leave to File Fourth Amended Answer and Counterclaim	0.10 \$450.00/hr	\$45.00
2/3/2021 Receipt and review of CLA Properties, LLC's Reply in Support of Emergency Motion for Order Compelling the Completion of the Deposition of Jim Main, CPA	0.10 \$450.00/hr	\$45.00
2/4/2021 Receipt and review of Order on Respondent's Pending Motions	0.10 \$450.00/hr	\$45.00
Telephone call with Shawn Bidsal and Jim Shapiro regarding [REDACTED]	0.30 \$450.00/hr	\$135.00
2/5/2021 Conference call with Jim Shapiro and Shawn Bidsal regarding [REDACTED]	0.70 \$450.00/hr	\$315.00
2/8/2021 Prepare for deposition of Dan Gerety	3.50 \$450.00/hr	\$1,575.00

Shawn Bidsal
Account No. 20128

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
2/9/2021 Prepare for and attend deposition of Dan Gerety	4.50 \$450.00/hr	\$2,025.00
2/10/2021 Attend deposition preparation meetings with two experts	2.50 \$450.00/hr	\$1,125.00
2/11/2021 Receipt and review of Golshani and CLA Properties Motion for Leave to File Amended Answer and Counterclaims	0.10 \$450.00/hr	\$45.00
2/12/2021 Receipt and review of Notice of Hearing regarding Golshani and CLA Properties Motion for Leave to File Amended Answer and Counterclaims	0.10 \$450.00/hr	\$45.00
2/16/2021 Participate in Conference call with Chris Wilcox regarding [REDACTED]	0.80 \$450.00/hr	\$360.00
2/17/2021 Attend deposition of Chris Wilcox	5.00 \$450.00/hr	\$2,250.00
2/19/2021 Receipt and review of Respondent's Fourth Amended Answer and Counter-claim to Bidsal's First Amended Demand	0.10 \$450.00/hr	\$45.00
2/22/2021 Receipt and review of Shawn Bidsal's Responses to Respondent CLA Properties, LLCs Fifth Set of Requests for Production of Documents upon Shawn Bidsal	0.10 \$450.00/hr	\$45.00
Receipt and review of letter from Louis Garfinkel to JAMS regarding request for Pre-Arbitration Conference	0.10 \$450.00/hr	\$45.00
Receipt and review of Claimant's Opposition to Respondent /Counterclaimant's Motion for Orders (1) Compelling Claimant to Restore/add CLA to all Green Valley Bank Accounts; (2) Provide CLA with Keys to all of Green Valley Properties; and (3) Prohibiting Distributions to the Members until the Sale of the Membership Interest in Issue in this Arbitration Is Consumated and the Membership Interest Is Conveyed	0.10 \$450.00/hr	\$45.00
Review and revise the Motion in Limine	0.70 \$450.00/hr	\$315.00
2/23/2021 Receipt and review of CLA's Fourth Supplemental Disclosures	0.10 \$450.00/hr	\$45.00
2/24/2021 Participate in meeting with Jim and Aimee to discuss [REDACTED]	0.70 \$450.00/hr	\$315.00
Review documents to arrive at a list of arbitration exhibits	1.50 \$450.00/hr	\$675.00
2/25/2021 Receipt and review of Motion in Limine to Exclude Late and Improperly Disclosed Witnesses and Improperly Disclosed Documents	0.10 \$450.00/hr	\$45.00

Shawn Bidsal
Account No. 20128

	<u>Hrs/Rate</u>	<u>Amount</u>
2/25/2021 Conference call with Jim and Shawn regarding [REDACTED] [REDACTED] [REDACTED]	0.70 \$450.00/hr	\$315.00

Additional Charges :

	<u>Qty/Price</u>	
2/17/2021 Experts Witness Fee for Daniel Gerety. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	1 \$1,622.50	 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Please Include Account Number on Payment

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Shawn Bidsal
 14039 Sherman Way, Suite #201
 Van Nuys, CA 91405-2577

March 31, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
3/1/2021 Conference call with Judge Wall regarding the arbitration and how it will proceed	0.50 \$450.00/hr	\$225.00
Work on trial exhibits and a demonstrative exhibit	1.50 \$450.00/hr	\$675.00
3/2/2021 Review the arbitration exhibit log and exhibits	0.70 \$450.00/hr	\$315.00
Review deposition testimony of Jim Main from two prior depositions and review the prior arbitration decision	3.50 \$450.00/hr	\$1,575.00
3/3/2021 Review Emergency Motion to Quash Subpoena	0.50 \$450.00/hr	\$225.00
Draft portions of the arbitration brief	1.50 \$450.00/hr	\$675.00
3/4/2021 Review and mark the Gerety deposition transcript	2.50 \$450.00/hr	\$1,125.00
3/5/2021 Receipt and review of CLA's Motion in Limine of Bidsal's Evidence regarding Taxes	0.10 \$450.00/hr	\$45.00
Review deposition of Golshani to prepare for arbitration and work an outline for Golshani examination at arbitration	5.50 \$450.00/hr	\$2,475.00
3/8/2021 Review and revise the Arbitration Brief	7.50 \$450.00/hr	\$3,375.00
3/9/2021 Telephone call with Shawn Bidsal regarding [REDACTED]	0.80 \$450.00/hr	\$360.00

Shawn Bidsal
Account No. 20128

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
3/9/2021	Work on completing the arbitration brief with Jim, Shawn and Aimee	2.10 \$450.00/hr	\$945.00
	Review CLA's exhibits to determine which exhibits to object to and to prepare for the arbitration	2.50 \$450.00/hr	\$1,125.00
3/15/2021	Receipt and review of CLA's Rule 20 Disclosures	0.10 \$450.00/hr	\$45.00
	Receipt and review CLA's Reply to Shawn Bidsal's Opposition re Failure to Tender	0.10 \$450.00/hr	\$45.00
3/16/2021	Meeting with Chris Wilcox regarding [REDACTED]	1.00 \$450.00/hr	\$450.00
	Prepare for trial	11.00 \$450.00/hr	\$4,950.00
3/17/2021	Prepare for examination of Chris Wilcox and review his deposition testimony	3.80 \$450.00/hr	\$1,710.00
	Attend Arbitration	9.00 \$450.00/hr	\$4,050.00
3/18/2021	Prepare to cross examine Gerety	1.50 \$450.00/hr	\$675.00
	Attend Arbitration	10.00 \$450.00/hr	\$4,500.00
3/19/2021	Prepare for and attend Arbitration	10.70 \$450.00/hr	\$4,815.00
3/22/2021	Telephone call with Rod Lewin regarding a possible settlement	0.30 \$450.00/hr	\$135.00
3/23/2021	Receipt and review of Order Granting Benjamin Golshani and CLA Properties, LLC's Motion for Leave to File Amended Answer and Counterclaims	0.10 \$450.00/hr	\$45.00
	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]
	[REDACTED]		[REDACTED]

Please Include Account Number on Payment

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Shawn Bidsal
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Van Nuys, CA 91405-2577

April 30, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
4/5/2021 Receipt and review of Ninth Amended Notice of Taking Deposition of Benjamin Golshani	0.10 \$450.00/hr	\$45.00
Receipt and review of Opposition to Motion to Compel Arbitration	0.10 \$450.00/hr	\$45.00
4/6/2021 Receipt and review of Affidavit of Service regarding Opposition to Motion to Compel Arbitration	0.10 \$450.00/hr	\$45.00
Review Appellate Briefs filed and the draft Reply Brief	0.50 \$450.00/hr	\$225.00
4/7/2021 Receipt and review of Answer to Amended Counterclaim	0.10 \$450.00/hr	\$45.00
Receipt and review of Order Rescheduling PreTrial Conference	0.10 \$450.00/hr	\$45.00
4/15/2021 Review the Appellate Opening Brief, the Answering Brief and the proposed Reply Brief	3.50 \$450.00/hr	\$1,575.00
4/20/2021 Telephone call with Shawn and Jim regarding [REDACTED]	0.50 \$450.00/hr	\$225.00
4/26/2021 Attend arbitration	10.30 \$450.00/hr	\$4,635.00
4/27/2021 Review excerpts of Jim Main deposition which Golshani intends to use	1.00 \$450.00/hr	\$450.00
Attend the arbitration, write notes about issues for further briefing	6.00 \$450.00/hr	\$2,700.00
4/28/2021 Discuss [REDACTED] with Jim and Aimee	0.50 \$450.00/hr	\$225.00

Shawn Bidsal
Account No. 20128

	<u>Hrs/Rate</u>	<u>Amount</u>
4/28/2021 Perform legal research on [REDACTED]	0.50	\$225.00
[REDACTED]	\$450.00/hr	

Additional Charges :

	<u>Qty/Price</u>	
4/28/2021 On-Line Research via LexisNexis.	1	
	\$7.45	
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

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Shawn Bidsal
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Van Nuys, CA 91405-2577

May 31, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/3/2021 Receipt and review of JAMES letter re additional arbitration hearing	0.10 \$450.00/hr	\$45.00
5/7/2021 Zoom meeting with Shawn Bidsal	1.00 \$450.00/hr	\$450.00
5/12/2021 Participate in phone call with Bidsal and Shapiro regarding [REDACTED]	0.30 \$450.00/hr	\$135.00
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		

Please Include Account Number on Payment

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Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

June 30, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/10/2021 Review and revise the Opposition to post trial brief on conflict of interest and attorney client privilege	2.30 \$450.00/hr	\$1,035.00
6/11/2021 Review and revise post trial brief with new changes	1.30 \$450.00/hr	\$585.00
6/24/2021 Telephone call with Shawn Bidsal regarding [REDACTED]	0.30 \$450.00/hr	\$135.00
6/25/2021 Prepare for hearing on Motion to Compel Testimony of David LeGrand	2.10 \$450.00/hr	\$945.00
Attend hearing on Motion to Compel Testimony of David LeGrand	1.40 \$450.00/hr	\$630.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

Shawn Bidsal
Account No. 20128

Page 2

Please Include Account Number on Payment

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Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

July 31, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/19/2021 Revise the Supplemental Brief on attorney-client privilege	5.50 \$450.00/hr	\$2,475.00
7/20/2021 Review the Counter-Petition for Attorney's Fees and review and revise the Answering Brief	4.10 \$450.00/hr	\$1,845.00
7/23/2021 Review the final version of our Responding Supplemental Brief on the issues of privilege	0.70 \$450.00/hr	\$315.00
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

Please Include Account Number on Payment

Gerrard Cox Larsen
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2450 St. Rose Pkwy., Ste. 200
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P(702) 796-4000 F(702) 796-4848

Shawn Bidsal
14039 Sherman Way, Suite #201
Van Nuys, CA 91405-2577

August 31, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
8/4/2021 Prepare for hearing on Briefs regarding the attorney-client privilege and the conflict of interest of LeGrand	1.10 \$450.00/hr	\$495.00
8/5/2021 Prepare for and attend hearing on Motion to Compel David LeGrand testimony	4.20 \$450.00/hr	\$1,890.00
8/9/2021 Receipt and review of correspondence from JAMS re Notice of Additional Hearing	0.10	\$1,500.00
8/10/2021 Review the Arbitrator's Order regarding David LeGrand	0.30 \$450.00/hr	\$135.00
Conference call with arbitrator to determine what other witnesses would be called	0.30 \$450.00/hr	\$135.00
Telephone call with David LeGrand and Jim Shapiro regarding what to expect in the trial	0.30 \$450.00/hr	\$135.00
8/11/2021 Telephone call with Shawn Bidsal regarding [REDACTED]	0.30 \$450.00/hr	\$135.00
8/17/2021 Review the trial transcript and make notes	5.50 \$450.00/hr	\$2,475.00
8/18/2021 Review trial transcript and make notes	4.80 \$450.00/hr	\$2,160.00
8/27/2021 Telephone call with Collin Jayne regarding the outstanding discovery responses	0.60 \$450.00/hr	\$270.00
[REDACTED]		
[REDACTED]		

Shawn Bidsal
Account No. 20128

Page 2

Amount

[REDACTED]

[REDACTED]

Please Include Account Number on Payment

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Shawn Bidsal
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Van Nuys, CA 91405-2577

October 27, 2021

Account No. 20128

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/3/2021 Review the exhibits at issue in Rod's email	0.30	\$135.00
	\$450.00/hr	
Continue review of trial transcript	1.00	\$450.00
	\$450.00/hr	
9/13/2021 Receipt and review of correspondence from Rodney	0.10	\$45.00
Lewis re correct Gerety schedule (Exhibit 200)	\$450.00/hr	
Review arbitration testimony and make notes	3.50	\$1,575.00
	\$450.00/hr	
9/15/2021 Work on review of the Trial transcript	2.10	\$945.00
	\$450.00/hr	
9/16/2021 Review transcript and make notes for closing	4.10	\$1,845.00
	\$450.00/hr	
9/17/2021 Continue review of transcript and create reference notes	3.20	\$1,440.00
for closing	\$450.00/hr	
Work on reviewing the arbitration transcript and make	5.80	\$2,610.00
notes for closing	\$450.00/hr	
9/21/2021 Work on transcript review and closing notes	6.50	\$2,925.00
	\$450.00/hr	
9/22/2021 Complete review of arbitration transcript and pleadings,	7.50	\$3,375.00
and complete notes from transcript for closing	\$450.00/hr	
9/23/2021 Prepare chronology tied into all the Trial Exhibits and	5.50	\$2,475.00
review all exhibits to prepare for closing	\$450.00/hr	

Shawn Bidsal
Account No. 20128

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
9/27/2021 Phone call with arbitrator	0.30	\$135.00
	\$450.00/hr	
Zoom meeting with Jim and Shawn to discuss [REDACTED]	1.50	\$675.00
[REDACTED]	\$450.00/hr	
Work on closing presentation	7.00	\$3,150.00
	\$450.00/hr	
9/28/2021 Work on closing argument	9.50	\$4,275.00
	\$450.00/hr	
9/29/2021 Prepare for and attend arbitration	6.50	\$2,925.00
	\$450.00/hr	
10/20/2021 Receipt and review of letter from JAMS dated October 20, 2021 with invoices	0.10	\$45.00
	\$450.00/hr	
10/27/2021 Review Arbitrator's Decision	0.80	\$360.00
	\$450.00/hr	

[REDACTED]

Additional Charges :

Qty/Price

9/28/2021 On-Line Research via LexisNexis.

1
\$128.65

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Shawn Bidsal
Account No. 20128

Page 3

Please Include Account Number on Payment

1/7/2022
9:54 AMGerrard Cox Larsen
Pre-bill Worksheet

Page 1

Nickname BIDSAL, SHAWN | 20128
 Full Name Shawn Bidsal
 Address 14039 Sherman Way, Suite #201
 Van Nuys, CA 91405-2577

Phone 1 [REDACTED] Phone 2 [REDACTED]
 Phone 3 [REDACTED] Phone 4 [REDACTED]

In Ref To [REDACTED]
 Notes [REDACTED]

Fees Arrg. By billing value on each slip
 Expense Arrg. By billing value on each slip
 Tax Profile Exempt

Last bill [REDACTED]
 Last charge [REDACTED]
 Last payment [REDACTED]

Amount [REDACTED]

Date ID	Timekeeper Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/5/2021 628396	Doug A104 Review and revise the Motion for Fees and Costs	450.00	0.70	\$315.00	Billable
11/9/2021 628407	Doug A104 Review and revise my Affidavit regarding Attorney's Fees Reference: Fact Investigation/Development	450.00	0.50	\$225.00	Billable
12/16/2021 630704	Doug A103 Complete revisions to the Reply in Support of Motion for Attorney's Fees.	450.00	2.20	\$990.00	Billable

TOTAL Billable Fees

[REDACTED]

Calculation of Fees and Costs

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT 260

1 RODNEY T. LEWIN, ESQ.
 2 California Bar No. 71664
 3 Law Offices of Rodney T. Lewin, APC
 4 8665 Wilshire Boulevard, Suite 210
 5 Beverly Hills, CA 90211
 6 Tel: (310) 65906771/Fax: (310) 6597354
 7 Email: rod@rodlewin.com

8 LOUIS E. GARFINKEL, ESQ.
 9 Nevada Bar No. 3416
 10 REISMAN SOROKAC
 11 8965 S. Easteern Ave, Suite 382
 12 Las Vegas, Nevada 89123
 13 (702) 727-6258/Fax: (702) 446-6756
 14 Email: lgarfinkel@reismanlaw.com

15 Attorneys for Respondent/Counterclaimant
 16 CLA Properties, LLC

17 JAMS

18 SHAWN BIDSAL,)	JAMS Ref. No. 1260005736
)	
19 Claimant,)	
)	
20 vs.)	
)	RESPONDENT'S SECOND
21 CLA PROPERTIES, LLC., a)	SUPPLMENTAL OPPOSITION TO
22 California limited liability company,)	APPLICATION FOR ATTORNEYS
)	FEES AND COSTS
23 Respondent /Counterclaimant)	
)	

24 In accordance with the order dated January 5, 2022 Respondent CLA Properties, LLC
 25 submits its Second Supplemental Opposition.

1

**BIDSAL'S REDACTING IS INCONSISTENT WITH JANUARY 5TH ORDER. IS
OTHERWISE UNJUSTIFIED AND MAKES DETERMINATION OF THAT FOR
WHICH TIME WAS SPENT IMPOSSIBLE AND IS PARTICULARLY CRITICAL
WHERE MULTIPLE COUNSEL ARE INVOLVED**

1.1.

January 5, 2017 Order.

In part the January 5th Order states, "Respondents agree that the production of these statements shall not act as a waiver of any attorney/client or work product privilege." There would have been no reason for such an agreement unless it was anticipated that there was a possibility that some part of the statements could reveal such privileged information. But Bidsal's counsel has gone the other way. Bidsal's counsel has redacted in such a way as to prevent analysis of that for which the alleged time was spent, or the converse, how much time was spent on any particular effort, whether the time listed was reasonable, especially given that much of it was spent by two attorneys on same matter and indeed whether the time listed was spent on this arbitration or on one of the other four matters of dispute pending between the parties..

1.2.

**Wholly Apart From The Acknowledgment That Production of Statements Was Not
Waiver of Privilege, Bidsal's Redacting Wrongfully Results To Bidsal's Concealing
That For Which Time Was Allegedly Spent**

This arbitration is but one of four other ongoing separate disputes between the parties
(1) There is the first arbitration followed by court proceeding in which the Award was
challenged by Bidsal. (2) Bidsal's appeal of that challenge is pending on appeal before the

1 Nevada Supreme Court. (3) The application for attorneys fees made in that court
 2 proceeding was denied. CLA has appealed that ruling. (4) Finally there is pending a
 3 lawsuit regarding a separate LLC, Mission Square, LLC^{1/}, from whose operating agreement
 4 Bidsal removed the arbitration provision. So seeing what follows “regarding” is absolutely
 5 essential.^{2/} Yet Bidsal systematically redacted same. Every entry of time could just as well
 6 be attributable to one of those other four matters rather than to this arbitraion, unless
 7 sufficient information is revealed rather than redacted which places the time claimed to be in
 8 this arbitration.

9 And this is not mere conjecture. For example, Mr. Shapiro’s December 15, 2021 entry
 10 in part reads, “Prepared for hearing tomorrow on Golshani’s Motion for Separate Trial.
 11 **There was no hearing in this matter on December 16, 2021. There was no motion for**
 12 **separate trial in this arbitration. That motion was in the Mission Square court case**
 13 **(not arbitration)!**

14 And the same issue arises with Mr. Gerrard. His July 20, 2021 entry reads, “Review
 15 the Counter-Petition for Attorney’s Fees and review and revise the Answering Brief.” That
 16 did not take place in this arbitration. That counter petition is what is before the Supreme
 17 Court arising from the denial of fee award in the first arbitration and the Answering Brief is
 18 what Bidsal ultimately filed in the Nevada Supreme Court to that Counter Petition.

19 CLA may well not be entitled to what Bidsal’s counsel said to Bidsal and vice versa.
 20 But that is not what the redacted portion of the entries provide. They provide merely the
 21 subject matter, and when seeking fees for such matters, the subject matter should not be
 22 concealed. If there were one or two such entries, perhaps the peculiarity of the entry might
 23 be privileged, and if there had not been the agreement that nothing in the statements would
 24 be contended to be a waiver of privilege, then perhaps redaction could be justified. But that
 25 is not what Bidsal’s counsel have done. Their redaction is wholesale so as to eliminate what

26
 27 ^{1/} Bidsal v. Golshani, Clark County District Court No. A-17-759982-B

28 ^{2/} On some occasions instead of “regarding” the word preceding redaction is “discuss,” “go
 over,” or “about.” The critical omission is the same.

1 they contend they were working on.

2 And notwithstanding the agreement re privilege reflected in the January 5, 2022 we do
3 not object to the redaction of that which was said between Bidsal and his counsel (as
4 contrasted with its subject matter). So for example, we contrast the Cannon (of Smith &
5 Shapiro) entry on September 29, 2020 which begins “client call requesting” followed by
6 redaction. CLA does not contest the redaction in that entry since by its very nature it would
7 reveal an attorney-client communication.

8 Even if there were one or two items that needed to be carefully excised, that does not
9 justify the wholesale redacting that Bidsal’s counsel has done. After being ordered to
10 provide their statements, Bidsal’s counsel took an axe rather than a scalpel to their
11 statements making any meaningful examination impossible. As we before stated, “The
12 evidence should allow the court to consider . . . how much time the attorneys spent on
13 particular claims and whether the hours were reasonably expended.” *Christian Research*
14 *Institute v. Alnor*, 165 Cal.App.4th 1315,1320, 81 Cal.ptr.3d 866,870 (2008) And the
15 opposing party is entitled to have that evidence as well.

16 In every entry the word or words following the word “regarding” is redacted leaving
17 what is left meaningless. The redacted statements show that there can be no determination
18 of the “time the attorneys spent on particular claims” when everything following the word
19 “regarding,” is redacted.

20 The billings presented contain redaction of material that could not possibly be
21 privileged.

22 The Gerrard Cox Larsen billings are equally redacted.

24 1.3.

25 Examples Showing How Egregious The Redacting Is

27 Bidsal’s counsel’s redaction deprives CLA of its right to challenge the reasonableness
28 of the time incurred for one or more matters. It is not possible to go down every redaction

1 because so much is redacted. We take but a few examples. The very first Smith & Shapiro
 2 entry states not what was revealed by either Bidsal or his counsel, but rather what they spoke
 3 about. But what that was is redacted. That information is critical to a meaningful review of
 4 the billings.

5 We call attention to the Smith & Shapiro entry on April 2, 2020 reading: “Exchanged
 6 e-mails with Louis Garfinkel, Michelle Samanieto @ Jams and Shawn Bidsal regarding”
 7 with the rest blacked out. **So here we have Bidsal’s counsel claiming (by redaction) that**
 8 **the subject matter of their e-mail with CLA’s counsel and Jams is privileged!!!** The
 9 same is true, for example, of the April 13, 2020 entry. Again what Shapiro claims he spoke
 10 to CLA’s attorney about is concealed. First he lists telephone call with his client with the
 11 word(s) following “regarding” redacted. The entry continues, “Exchanged emails with
 12 Louis Garfinkel regarding the same.” But same as what? He redacted that to which it was
 13 the same. In total his redaction is of the subject matter of his telephone call with opposing
 14 counsel, Mr. Garfinkel. **THAT COULD NOT POSSIBLY BE PRIVILEGED!**

15 And if the redaction is not an implicit claim of privilege, it should not have been made
 16 at all!

17 Then on the April 29, 2020 entry Bidsal does not even reveal his deletion by black
 18 mark showing redaction. Instead he simply deletes the word(s) following, “Conference call
 19 with Rod Lewin and Louis Garfinkel regarding.” So here again even with respect to
 20 conversations with opposing counsel he deletes that about which they spoke. That kind of
 21 redaction is replete within the billings.

22 Even where redaction might be justified, something in its place should have been
 23 inserted. If there was some work that has not yet been revealed, then, for example,
 24 following redaction it should have read [project not yet reveled to CLA]. (Of course then
 25 there would have to be verification that the asserted description was true and correct.) But
 26 Bidal did none of that. He simply redacted everything following the word “regarding.” The
 27 total redaction is close to 50% of the entries.

28 Yes, it is true that in many of the entries where there is redaction there are other tasks

1 mentioned that are not redacted. But Bidsal's counsel elected not to record time for each
 2 effort so that CLA could review to determine the reasonableness of same. CLA cannot be
 3 responsible for that decision. If Bidsal's counsel chooses to bulk bill on each day, then each
 4 of the tasks must be described, rather than redacted to determine in total if the time charged
 5 was reasonable, and indeed even related to this arbitration. The bulk billing could have been
 6 explained by affidavit, but they were not.

7 But just dealing with the "regarding" entries where the subject matter has been
 8 redacted the total amount on the Smith & Shapiro billings for those entries is \$ 115,003.50.
 9 And the total on the Gerrard Cox Larsen billings for those entries is \$ 9,840.00.

10 And the redaction of every subject matter when preceded by "redacting" is not the
 11 only redaction. The redaction is overwhelming. As just another example the entries show
 12 the amount of \$7,5435 for research but in each instance redact that which was being
 13 researched. There is no way to determine if the time spent was reasonable or necessary (or
 14 even involved in this arbitration) without knowing what was being researched.

15 1.4.

16 Even as Redacted the Billings Do Not Support Bidsal's Claim of Incurring Time 17 Because of Lapse of Time Between Last Two Hearings

18
 19
 20 Starting at 10:22 of the Fee Application Bidsal claims that there were significant fees
 21 incurred by reason of continuing the hearing from April 27th to September 29th which delay
 22 Bidsal attributes to CLA. And while Bidsal blames CLA for the delay, the fact is that it all
 23 arouse out of a last minute effort by Bidsal to bar testimony from a witness, David LeGrand,
 24 whom Bidsal had listed in his witness list, and which effort could and should have taken
 25 place at the beginning of the "trial" rather than close to its conclusion.

26 But what that time is, is not revealed given the massive redaction. The total amount
 27 of fees during according to the billings this period of time is \$21,245 by Smith & Shapiro
 28 and \$44,430 by Gerrard Cox Larsen. CLA should not be held responsible for the fees his

1 counsel claims were caused by a delay when the delay was in fact caused by Bidsal's
2 sandbagging strategy.

4 1.5.

5 There Is Duplication Of Time By Bidsal's Two Sets of Firms The Concealment Of
6 Which Is Exacerbated By Redaction

8 The need for full disclosure of that for which Bidsal is seeking attorneys fees is even
9 more acute where, as here he chooses to have two attorneys instead of just one. The risk of
10 duplication, even if the client is willing to pay for it, should not be imposed on a third party,
11 here the Respondent. For example starting with Mr. Gerrard's first entry, the entries reveal
12 that Mr. Shapiro spoke with Mr. Gerrard on April 28, 2020. Mr. Shapiro charged one hour
13 for that time and Mr. Gerrard charged 0.9 of an hour. So what did they discuss? That is not
14 revealed, but rather is redacted by both.

15 Then on May 1, 2020 they spoke again for which Mr. Shapiro has a charge of 3.7
16 hours (for that and other work) and Mr. Gerrard claimed 1.7 hours. Again what did they
17 discuss? That is redacted. It just as easily could have been one of the other four matters of
18 dispute between the parties.

19 The September 15, 2020 entries reveal that both Mr. Shapiro and Mr. Gerrard
20 participated in a conference call with Eide Baily. Mr. Shapiro's entry shows 2.1 hours and
21 Mr. Gerrard's entry shows 1.3 hours. While those entries are not redacted, they are
22 exceptions, and necessarily show that a claim is being made for two counsel to speak with
23 an expert without any evidence of the justification for such duplication of effort. CLA
24 would have presented a summary of that kind of duplication, but the redaction deprives it of
25 the ability to do so—there could be, and we believe was, duplication of work for which CLA
26 should not be responsible wholly apart from when the two of them talked to each other, and
27 the redaction precludes CLA from presenting that, so merely summarizing the conversations
28 between the two of them would not come close to showing the full picture of duplication,

1 and therefore would not be useful.

2 But one thing is certain, the redaction in combination with multiple counsel should
3 result in denying attorney fee award except for the time spent by one of them at a hearing at
4 which Bidsal rather than CLA was successful.

5
6
7 **THERE IS NO EVIDENCE OF THE HOURLY RATE THAT EITHER OF**
8 **BIDSAL'S ATTORNEYS HAS COMMONLY CHARGED OR OF WHAT WAS**
9 **PAID BY OR EVEN CHARGED TO BIDSAL, BUT RATHER IT APPEARS THAT**
10 **SUCH FEES WERE BASED ON A FLAT FEE OR DISCOUNTED HOURLY RATE**
11 **FEE WHICH WAS REDACTED WITHIN THE BILLINGS**

12 The billings from Smith & Shapiro commence "Flat Fees." But what those flat fees
13 are for or the amount being charged is redacted. So the hourly rate as applied to the asserted
14 time incurred (leaving aside for the moment that as above shown time was included for
15 matters wholly apart from this arbitration) results in an undue windfall for Mr. Bidsal.
16 Surely if the flat fee were for an amount greater than what the hourly rate produces Mr.
17 Shapiro would not have redacted that information.

18 And the beginning of the Smith & Shapiro billings is not the only place that shows
19 some amount other than that which is being claimed was being charged to Mr. Bidsal. The
20 very end obliterates by redaction the actual amounts being charged. What are Bidsal's
21 attorneys hiding? The only reasonable conclusion is that they never charged Mr. Bidsal
22 what they now are claiming.

23 And turning to the Gerrard Cox Larsen billings the same holds true. Looking at its
24 first billing, July, 2020, something quite telling appears. After the last entry there
25 presumptively is a total. Yet that is redacted. Why redacted? Is there any reasonable
26 conclusion that could be drawn other than that the total is less than what the hourly rate
27 would have produced? If not, then why is it redacted? And that is not all.

28 There are six more redacted descriptions and/or amounts following what

presumptively should have been the total of the “Amount” column. Why? Even had there not been an agreement that nothing revealed in the billings would be deemed a waiver of privilege, it defies belief that that is privileged in any respect.

And seemingly the proof is in the pudding. An examination of the affidavits of Mr. Shapiro and Mr. Gerrard shows a silence on what they actually charged Mr. Bidsal, much less what he has paid. That silence speaks volumes. The redaction is strong evidence that Mr. Bidsal was charged on a flat rate or discounted hourly rate basis, and that both Mr. Shapiro and Mr. Gerrard have failed to reveal that fact. For sure, neither of their affidavits provides any other possible explanation.

And even if Bidsal were being charged the hourly rate the billings reflect, Bidsal’s counsel has not provided the needed information to justify their charges. When determining a reasonable fee, the established billing history of the prevailing party’s counsel is entitled to significant weight. *Gusman v. Unisys Corp.*, 986 F. 2d 1146,1155, Dissenting and Concurring opinion (1993, 7th Cir.). But there is not one word in Bidsal’s Application that asserts the rate there included has ever once, much less commonly, been charged to any client other than Mr. Bidsal.

3.

EVIDENCE SHOWS BIDSAL’S COUNSEL IS CLAIMING TIME FOR THAT WHICH SHOULD HAVE BEEN DONE BY AN ASSISTANT

Mr. Shapiro’s entry for January 4, 2021 includes “Prepared for and participated in deposition of Ben Golshani” in the amount of \$2,835.^{3/} But as the declaration of Rodney T. Lewin below shows, all that Mr. Shapiro did at the deposition was bring up documents on the computer. CLA does not object to Mr. Shapiro’s so doing, but not at an hourly rate of \$350.00 as compared with what an assistant would have been paid.

^{3/} Also on that date he lists exchange of e-mails, but as above noted the bulk billing is a choice Bidsal’s counsel made.

On that same date Gerrard Cox Larson' billings show an entry for Mr. Gerrard for 8.5 hours reading, "Prepare for and take deposition of Benjamin Golshani." Surely CLA should not be charged by two attorneys for the same thing, especially when the examination was truly solely by Mr. Gerrard.

And once again that is merely the tip of the iceberg that has been concealed by the redaction.

4.

NO AWARD SHOULD BE GIVEN FOR TIME SPENT ON LOSING EFFORTS.

Attached as Exhibit 1 is a copy of Bidsal's Opposition to fee award application in the first arbitration. There starting at 13:4 Bidsal said:

[A] substantial portion of the attorney's fees and costs which CLAP incurred related to its *unsuccessful* Rule 18 Motion. Similarly, CLAP incurred fees in in relation to the Motion for Reconsideration, which was denied. Under Barney^{4/}, CLAP is not entitled to recover for matters on which id did not prevail.

To the same effect is a case Bidsal there relied upon, *Serrano v. Unruh*, 32 Cal.3d 621,6354, 652 P.2d 985,994 (1982) quoted at 5:1 of CLA's initial Opposition to this Application. And Bidsal won that battle: Judge Haberfeld deleted the time spent of such ~~unsuccessful~~ endeavors when awarding fees to CLA.

Particularly applicable thereto is the time Bidsal's counsel devoted to "motions." We therefore address them next.

5.

BIDSAL FAILED TO PREVAIL ON SEVERAL OF THE "MOTIONS" HE IDENTIFIES AND IN NO INSTANCE DOES HE SET FORTH TIME SPENT ON

^{4/} Bidsal earlier cited *Barney v. Mt. West Heating & Air Conditioning*, 192 P.3d 730,736-37, 123 Nev. Adv. Op. No 71 (Sept. 18, 2008).

**ANY OF THEM AND BECAUSE OF REDACTING SAME CANNOT BE
ASCERTAINED FROM THE BILLINGS.**

Starting at 4:7 Bidsal's Application relies substantially on time spent on "numerous Motions^{5/}. Because of the excessive redacting referred to above, it is not possible to get an exact take on the time Bidsal seeks compensation for these matters but surely it is substantial or Bidsal would not have mentioned such motions in his Application.

As Bidsal himself has stated no compensation should be awarded for time spent on losing activities. Here are the motions where in some instances CLA, not Bidsal got the relief it requested or avoided the result Bidsal sought, using the same letters-numbers^{6/} as used in the Application. Where CLA prevailed, far from ordering it to pay for Bidsal's attorneys on such matter, the proper result is to credit CLA for its attorney's fees so incurred, and CLA would accept as credit the amount Bidsal's attorneys charged, but of course that cannot be ascertained because of the redaction..

a. CLA's motion to resolve dispute over who should be day to day manager was denied. So had the Application allocated the fees for its opposing that motion, an award of same could have been justified. But by reason of redactions there is no way to determine such fees from the billings.

b. While listed this item is the engagement of expert on management and no motion at all was involved. Hardly should there have been attorney fees of any substance in that connection, but once again that is not either detailed in the Application nor determinable from the redacted billings.

3. The July 16, 2020 CLA motion was, as Bidsal acknowledges, granted. Bidsal alleges that it was not necessary, but he never would commit to a date for providing further answers to the interrogatories.

^{5/} Not all of the items listed are in fact motions.

^{6/} Reminiscent of the format of the Operating Agreement Bidsal's list begins a, b, 3!

1 4. As Bidsal concedes, there was some relief, albeit only a fraction of the relief
 2 sought, on the October 7, 2020 motion that was granted to CLA. Whatever time Bidsal's
 3 attorneys should be compensated for on this motion, it should not be all, but again what that
 4 amount is, is not either detailed in the Application or determinable from the redacted
 5 billings.

6 5. CLA's motion to continue was, as the Application states, granted, so rather than
 7 Bidsal being entitled to recover fees relating thereto, if anything CLA should receive credit
 8 for the fees it incurred.

9 6. CLA's motion to Amend Answer was likewise granted, and here too rather than
 10 Bidsal being entitled to recover fees relating thereto, if anything CLA should receive credit
 11 for the fees it incurred.

12 7. CLA concedes that its motion to order Main to return to complete his deposition
 13 was denied. Had the time Bidsal's counsel devoted thereto been itemized or determinable
 14 from the redacted billings, an award therefor could have been justified, but as before stated
 15 neither of them is true.

16 8. As to the February 5, 2021 motion, CLA in part sought was having Golshani added
 17 to signature cards. That was denied because by the time of the hearing Bidsal had complied.
 18 That does not mean that CLA failed to prevail. But for the motion it never would have
 19 gotten that relief. It is exactly parallel to the rule in California permitting the award of
 20 private attorney general fees under the catalyst theory.

21 "Our prior cases uniformly explain that an attorney fee award may be justified
 22 even when plaintiff's legal action does not result in a favorable final judgment. . .
 23 to determining whether a plaintiff is a successful party for purposes of section
 1021.5. [T]he critical fact is the impact of the action, not the manner of its
 resolution."

24 "The catalyst theory is an application of the above stated principle that courts look
 25 to the practical impact of the public-interest litigation in order to determine
 26 whether the party was successful, and therefore potentially eligible for attorney
 fees. [Some internal quotation marks and citations omitted.]

27 *Graham v. Daimler Chrysler Corp*, 34 Cal.4th 553,566, 101 P.3d 140,147-148 (2004)

28 Citing that case Nevada has adopted the same principle and not limited to private

attorney general attorney fees. See *Las Vegas Metropolitan Police Department v. Center For Investigative Reporting*, 136 Nev. 122, 123 460 P.3d 952, 954 (2020). Thus in every meaningful way CLA prevailed on that motion and no fees should be awarded to Bidsal regarding it, but of course in any case such fees are not determinable from the Application or the billings.

Another portion of that motion was to preclude distributions from Green Valley to its members. It was denied as moot because, as the Application states, Bidsal's counsel had agreed to that relief during the pendency of the appeal. (While the issue is not covered by the Fee Application in fact notwithstanding the agreement Bidsal has gone ahead and made such distributions during the "pendency" of the appeal, all over CLA's objection.)

9 and 10. CLA acknowledges that its two motions in limine failed. So had the Application or the billings revealed the fees charged for the opposition thereto, an award for same would have been justified. But such revelation was not made by Bidsal's counsel.

11. Bidsal acknowledges that CLA's March 26, 2021 motion was granted, so here too rather than Bidsal being entitled to an award for its time, CLA should get a credit for the fees it incurred.

12. Bidsal mischaracterizes what the motion that was actually made was. It was Bidsal's counsel who at the last moment sought to preclude LeGrand from testifying, and that triggered CLA's motion. There was no order precluding LeGrand from testifying.

Bottom line: there should be no fees awarded to Bidsal for a whole bunch of time on the matters he chose to itemize and he chose to make "invisible" by his redacting.

6..

COSTS

Lest it be lost sight of, there is no affidavit supporting the supposed costs. The fact that they may have been paid is not a substitute. As noted in CLA's initial opposition apart from the fees paid to JAMS without such affidavit there is no showing that "the costs have

1 been necessarily incurred.” *Cadle v. Woods & Erickson, LL*, 131 Nev. 114,120, 345 P.3d
2 1049,1054 (2015). Indeed there is no affidavit that apart from the JAMS fees there was any
3 payment of such alleged costs. We refer to more complete discussion thereof in Section 5
4 of CLA’s initial Opposition.

6 7.

7 **CONCLUSION**

8
9 Bidsal and his counsel have now had two bites at the apple—to present adequate
10 evidence to support their claim for attorneys fees. As CLA has before acknowledged, no
11 evidence at all would be required for an award for time spent in the presence of the
12 Arbitrator, albeit there should be no award for losing efforts discussed above. But having
13 been given a second chance along with an agreement to avoid waiver of privilege, the over-
14 the-top redaction results in there still being no adequate evidence on which to base an award
15 for any other time Bidsal’s attorneys spent. They have twice made the decision to hide the
16 vital facts from CLA. CLA should not be made to suffer by reason thereof.

17 Respectfully submitted,

18 Law Offices Of Rodney T. Lewin
19 Attorney For Respondent/Counterclaimant
CLA Properties, LLC

20
21 By

RODNEY T. LEWIN

DECLARATION OF RICHARD D. AGAY

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

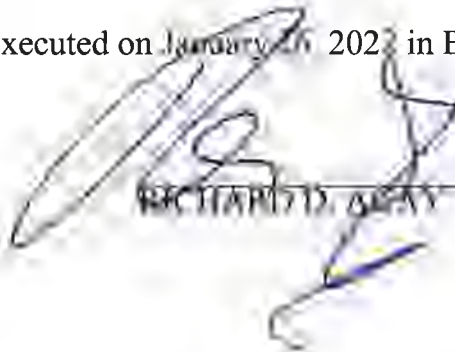
I, RICHARD D. AGAY, state the following.

1. I went through the billings of Smith & Shapiro and Gerrard Cox Larsen presented to Rodney T. Lewin and into an electronic adding machine entered the amount on each entry I found where following the word “regarding” or “discuss” or “about” or “go over” there was a black out (redaction). The total of those amounts on Smith & Shapiro billings is \$115,003.50 and the total of those amounts on Gerrard Cox Larsen billings is \$9,840.

2. The total amount of the entries in which the word “research” followed by redaction in the billings of Smith & Shapiro is \$7,535.

3. The foregoing amounts do not represent all the entries where redaction appears in the billings of those two firms. I did not separately or otherwise total them.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 26, 2022 in Beverly Hills, California.



RICHARD D. AGAY

DECLARATION OF RODNEY T. LEWIN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

I, RODNEY T. LEWIN state the following.

1. I attended the deposition of Benjamin Golshani in JAMS arbitration 1260005736.
2. All the examination of Benjamin Golshani done on behalf of Shawn Bidsal was conducted by Gerrard and none was by James Shapiro.
3. So far as I could determine Mr. Shapiro's participation was limited to bringing up exhibits on a screen.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 26, 2022 in Beverly Hills, California.



RODNEY T. LEWIN

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EXHIBIT 1

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 2 Sheldon A. Herbert, Esq.
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4 Daniel L. Goodkin, Esq.
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6 Attorneys for Respondent

JAMS

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

Reference #:1260004569

11 Claimant,

Arbitrator: Hon Stephen E. Haberfeld (Ret.)

12 vs.

13 SHAWN BIDSAL,

14 Respondent.

RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S APPLICATION FOR ATTORNEYS' FEES AND COSTS IN THE AMOUNT OF \$284,600.82. MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF RODNEY T. LEWIN AND LOUIS GARFINKEL IN SUPPORT THEREOF

19 COMES NOW Respondent SHAWN BIDSAL, an individual ("Bidsal"), by and through his
 20 attorneys of record, SMITH & SHAPIRO, PLLC and GOODKIN & LYNCH, LLP, and files his
 21 Objection (the "Objection") to Claimant CLA Properties, LLC's Application for Attorneys' Fees
 22 and Costs in the Amount of \$284,600.82; Memorandum of Points and Authorities and Declarations
 23 of Rodney T. Lewin and Louis Garfinkel in Support Thereof (the "Application")

I.

PRELIMINARY STATEMENT

26 In its Application, Claimant CLA Properties, LLC ("CLAP") argued that the "whole purpose
 27 of a Buy-Sell Agreement is to enable a party to **quickly and easily extricate** himself from his
 28 relationship with another." Incredibly, CLAP then went on to try to justify a punitive and exorbitant

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1 amount of attorneys' fees and costs allegedly incurred by CLAP for CLAP's participation in what
 2 was, in actuality, a very basic and simple arbitration procedure intended to resolve the apparent
 3 differences between CLAP and Bidsal relative to the manner in which the break-up was to occur.

4 Even though the Arbitrator agreed with CLAP in its interpretation of the buy-sell provisions
 5 at issue, it does not follow that Bidsal should be penalized for CLAP's running up the score with
 6 exorbitant and unjustified attorneys' fees and costs. While the Operating Agreement at issue does
 7 provide for an award of attorneys' fees and costs when a dispute arises between the members, the
 8 amount sought by CLAP should be reduced as neither reasonable nor necessary.

9 II.

10 STATEMENT OF FACTS

11 A. PRELIMINARY MATTERS.

12 This case was very streamlined, following the Expedited Procedures set forth in the JAMS
 13 Rules. However, there were two preliminary matters in this case:

14 1. 10/16/17 Motion for Stay.

15 On October 16, 2017, Bidsal filed a motion to stay the proceedings until the parties
 16 could conduct a conference of representatives under Section 14.1 of Article III of the Operating
 17 Agreement (the 'Motion to Stay'). While the Motion to Stay was not granted, it only required
 18 CLAP to respond with an Opposition (10/25/17) of 6 pages (only about 4.5 pages of which had any
 19 legal argument) without any cited legal authority.

20 Nonetheless, as is clearly evident from the billing statements of CLAP's counsel, CLAP was
 21 billed in excess of 8.25 hours (\$3,638.75) from its attorneys for those six (6) pages (or \$606.00 per
 22 page), which does not even include any periphery activity associated with them, such as client
 23 communications. See Application Exhibit A (Lewin bills from October-December 2017).

24 2. CLAP's Rule 18 Motion for Summary Judgment.

25 On January 8, 2018, CLAP filed an ill-advised Rule 18 Motion (the 'Rule 18
 26 Motion'). CLAP *did not prevail* on the Rule 18 Motion, which was denied. Still, the process only
 27 required CLAP to do as follows:

28 \\\

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- 1 a. Rule 18 Motion (1/8/18) - 10 pages, citing only one case for the general rule
- 2 on contract interpretation.
- 3 b. Comments to Opposition to Rule 18 Motion (1/19/18) - 13 pages (largely
- 4 repetitive) with no legal authority.
- 5 c. Amendments to Comments (1/19/18) - 2 pages with no legal authority.
- 6 d. Reply (1/25/18) - 12 pages (largely repetitive) with no legal authority.

7 Nonetheless, and as is clearly evident from the billing statements, CLAP was billed in excess
 8 55 hours (\$23,591.50) for these activities, which equates to an amount in excess of \$637.61 per
 9 page (several of which contain only case captions or signature blocks). *See* Application Exhibit A
 10 (Lewin bills for January and February 2018). In other words, according to the billing records, Rod
 11 spent almost one and one-half (1.5) weeks of his time¹ just on the Rule 18 Motion briefs, which had
 12 virtually no legal authority.

13 B. DISCOVERY.

14 Discovery in this case was also extremely abbreviated, **with no written discovery being**
 15 **propounded.** The parties made brief voluntary disclosures and productions, and the one and only
 16 deposition taken was (David LeGrand). This required that CLAP only do the following:

- 17 1. Initial Disclosures (11/13/17) - 4 pages, with 45 pages of documents (14 pages of
- 18 which were simply a complaint and answer filed in another case involving Bidsal and Golshani and
- 19 a separate business venture, Mission Square).
- 20 2. Supplemental Disclosures (3/21/18) - 4 pages (mostly repetitive), with 5 pages of
- 21 documents.
- 22 3. Supplemental Disclosures (3/30/18) - 4 pages (mostly repetitive), with 30 pages of
- 23 documents (only two (2) of which were new, the other twenty-eight (28) consisted of another copy
- 24 of the Operating Agreement at issue).
- 25 4. Attend the Deposition of David LeGrand (3/20/18), which lasted approximately
- 26 five and one-half (5.5) hours, and which was taken by counsel for Bidsal who was required to incur
- 27

28 ¹ Assuming Rod billed an average of 8 hours per day, 5 days per week.

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1 much more preparation time and conduct most of the questioning. Counsel for CLAP also played a
 2 minor role in helping Mr. LeGrand copy and produce his file in response to Mr. Bidsal's subpoena.

3 Nonetheless, and as is evident from the billing statements, CLAP was billed in excess of 30
 4 hours (\$12,000.00) for these activities, which were handled primarily by Mr. Garfinkel. See
 5 Application Exhibit D (Garfinkel bills for March through May, 2018).

6 C. ARBITRATION PROCEEDINGS

7 Following the brief discovery in this case, the Arbitrator conducted the actual Arbitration
 8 Hearing in this matter. The legal issues required some effort to articulate because of the ambiguities
 9 in the Operating Agreement drafted by CLAP (or its principal, Golshani). However, the briefing did
 10 not require much by way of legal research to explore, nor did it require the development of many
 11 facts.

12 Rather, most of the facts were undisputed, and once each side had formulated their basic
 13 interpretation of the effect of the buy-sell terms set forth in the Operating Agreement, the legal
 14 argument really consisted of repeating their competing explanations over and over again, without
 15 any extensive modifications.

16 The actual arbitration phase required CLAP to do as follows:

17 1. Opening Brief (5/3/18) - Twenty-nine (29) pages (including captions, tables of
 18 contents, tables of cases, and signature blocks without any substantive text), but mostly repetitive
 19 from the theory of the case fleshed out in the Rule 18 Motion. Twenty-one (21) cases cited (only
 20 eleven (11) controlling authority cases) and one Nevada statute (along with one inapplicable
 21 California statute).

22 2. Closing Brief (6/28/18) - Thirty-five (35) pages, but ~~repetitive~~ from the Opening
 23 Brief with references to the Hearing transcript. Only eleven (11) cases cited (only five (5)
 24 controlling authority cases) and one (1) inapplicable California statute. Eight (8) of the eleven (11)
 25 cases were already cited in the Opening Brief, and, thus, required no additional research.

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3. ~~Response to Motion~~ (7/18/18) - Forty-two (42) pages, but *repetitive*. Only six (6) cases cited (2 controlling authority), and only four (4) of which were new. Repeated inapplicable California statute.

4. ~~Reply Brief~~ (7/31/18) - Twelve (12) pages, *repetitive*, and only one (1) cited case, previously cited and argued (thus, no new legal research was necessary).

5. ~~Arbitration Brief~~ (5/8/18, 5/9/18) - this only took approximately 5.75 hours each day to complete.

Nonetheless, as the billing records show, CLAP was billed by its attorneys for the foregoing tasks in excess of the following: (1) for briefing - in excess of 252.60 hours (\$99,238.00) or \$841.00 per page (many of which simply contain case captions, tables of contents, signature lines, and very little original material in subsequent briefs), and (2) for arbitration preparation and the arbitration hearing - in excess of 142.82 hours (\$52,137.50). The foregoing figures do not even factor in the multitude of client and inter-attorney communications regarding what CLAP has always argued was a "cut and dry" case with a simple fact-pattern. *See* Application Exhibit A (Lewin bills March through July 2018). *See also* Application Exhibit D (Garfinkel bills May through August 2018).

To put the gross overbilling in context, according to the billing statements, Rod spent *all* of his time over a *six (6) week period*, just to complete arbitration briefing, and *all* of his time over an additional two and one-half (2.5) week period preparing for and participating in the arbitration. In total, and according to the billing records, the arbitration itself consumed more than two month's of Rod's time. As the Arbitrator is well aware, the Arbitration was not that complicated, nor complex.

D. ~~POST-PROCEEDING MATTERS~~

After the Arbitration Hearing took place and the parties should have been simply waiting for the outcome, CLAP filed a gratuitous motion for reconsideration of the Arbitrator's ruling on a minor evidentiary matter (the '~~Motion for Reconsideration~~'). CLAP's Motion for Reconsideration was simply a four (4) page letter served on June 7, 2018, and twelve (12) page Reply served on July 31, 2018. The Reply cited one (1) case. CLAP *did not prevail* on the Motion for Reconsideration. *See* Proposed Interim Award at ¶ 21.

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Further, following entry of the Arbitrator's Interim Award, CLAP's attorneys cranked out time in relation to (1) preparing an award, and (2) preparing the instant Application. CLAP was billed by its attorneys: (1) in excess of 5 hours (\$1,975.00) for the Reply, (2) in excess of 13 hours (\$5,467.00) for the formal award, and (3) in excess of 20.40 hours (\$7,660.50, which is three (3) solid days) for the attorneys' fees application. *See* Application Exhibit A (Lewin July 31, 2018 bill, p. 2 and Lewin pre-bill pp. 1-3).

All-in-all, CLAP claims that it incurred attorneys' fees in the amount of no less than \$255,403.75 (and costs of \$29,200.07). For the following reasons, the Application should be denied. In the very least, it should be reduced by at least the sum of \$136,970.83² for being unreasonable and excessive.

III.

STATEMENT OF AUTHORITIES

A. LEGAL STANDARD

Article X, Section d. of the Operating Agreement provided that "IN ALL RESPECTS THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA . . ." *See* the Operating Agreement, attached hereto as *Exhibit "A"* and incorporated by this reference herein. This section governs and applies to all provisions set forth in the Operating Agreement, including Section 14.1 of Article III (cited by CLA) which provides a basis for the recovery of attorneys' fees and costs by a prevailing party in a dispute concerning the terms of the Operating Agreement. *See* Exhibit "A".

1. The Brannett Decision

In the State of Nevada, all applications for awards of attorneys' fees and costs are governed by *Brannett v. Brannett*, 85 Nev. 345, 455 P.2d 31 (1969). The Nevada

² This amount is derived by: (1) reducing Mr. Lewin and Mr. Agay's rates to rate that Mr. Garfinkle charged; (2) by eliminating the attorneys fees and costs associated with the motions which Mr. Lewin filed, but lost; (3) by reducing the amount of excessive time spent on pleadings that were virtually a cut'n'paste of prior pleadings, (4) by reducing the amount of excessive time spent on preparing for a two day Arbitration; and (5) by removing the costs which CLAP is inappropriately attempting to shift to Mr. Bidsal.

1 Supreme Court mandates that a Court analyze the following elements when considering an award of
2 attorneys' fees:

3 *(1) the qualities of the advocate, his ability, his training, education, experience,
4 professional standing and skill; (2) the character of the work to be done, its difficulty, its
5 intricacy, its importance, time and skill required, the responsibility imposed and the
6 prominence and character of the issues which they affect the importance of the litigation,
(3) the work actually performed by the lawyer, the skill, time and attention given to the
work; (4) the result, whether the money was successfully and what benefits were derived.*

7 85 Nev. at 349, 455 P.2d at 33 (citing 7 C.J.S. Attorney and Client § 191 a. (2), p. 1080 *et seq.*; 5
8 Am.Jur., Attorneys at Law, section 198, *Cf. Ives v. Lessing*, 19 Ariz. 208, 168 P. 506).

9 The Hammill Court continued: "good judgment would dictate that each of these factors be
10 given consideration by the trier of fact and that no one element should predominate or be given
11 undue weight." *Id.*

12 2. Overall Reasonableness.

13 California courts similarly recognize that in crafting an attorneys' fees award, the
14 single most important factor is reasonableness. See Robertson v. Westwood Travel Traders, 50 Cal.
15 Rptr. 3d 731, 756 (Ct. App. 2006) (prevailing party must show that "fees incurred were reasonably
16 necessary to the conduct of the litigation, and were reasonable in amount"). Generally speaking, in
17 cases where fees are sought, equitable considerations guide a trial court's determination. *Id.* at
18 1094-1095; see also Robertson v. Westwood Travel Traders, 75 Cal. Rptr. 3d 902, 905 (Ct. App.
19 2008)

20 In determining a reasonable fee award, a trial court begins by determining the lodestar
21 figure, defined as "the number of hours reasonably expended multiplied by the lawyer's hourly
22 rate." EnPalm, at 905. After determining the lodestar, the trial court "shall then consider **whether**
23 **the total award so calculated under all of the circumstances of the case is more than a**
24 **reasonable amount and, if so, shall reduce the section 1717 award so that it is a reasonable**
25 **figure.**" *Id.* at 906 (internal quotations omitted, emphasis added).

26 In other words, a trial court may issue an award that is less than the lodestar amount if the
27 circumstances indicate that a lower award is more reasonable. In fact, a "fee request that appears
28

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1 unreasonably inflated is a special circumstance permitting the trial court to reduce the award or deny
 2 one altogether.” *Corrigan v. Union*, 652 P.2d 985 (Cal. 1982).

3 Given the nature of the proceedings here, the Arbitrator has even greater discretion than a
 4 trial court would in deciding how to rule on a motion for attorneys’ fees. See *Woodward v. Holly &*
 5 *Blase*, 832 P.2d 899 (Cal. 1992) (“Arbitrators... may base their decision upon broad principles of
 6 justice and equity...”). Thus, the reasonable hourly rate is only part of the determination of a
 7 lodestar fee amount; the Arbitrator may also determine a reasonable number of hours of work that
 8 may be recovered at such reasonable rate. In making that decision, the Arbitrator may consider if
 9 the amount of hours billed is reasonable in light of the circumstances of the case and the positions of
 10 the parties.

11 Courts also abide by the concept that “an award of attorney fees should not subject the
 12 plaintiff to financial ruin.” *Corona v. Corona*, 94 Cal. Rptr. 3d 299 (2009) (citing *Rosenman v.*
 13 *Christensen, Miller, Feltz, Jordan, Johnson, Webb & Simpson*, 110 Cal. Rptr. 2d 903 (Ct. App. 2001)).
 14 Applying that policy, the *Corona* Court held that “[i]n determining the amount of fees to be awarded
 15 to the prevailing party where the statute, as here, requires that the fee be reasonable, the trial court
 16 must therefore consider the other circumstances in the case in performing the lodestar analysis.
 17 Those other circumstances will include, as appropriate, the financial circumstances of the losing
 18 party and the impact of the award on that party.” *Id.*

19 The same logic should apply here since the Operating Agreement limits the award to
 20 “reasonable” fees just like the statute at issue in *Garcia*.

21 **B THE QUALITIES OF THE ADVOCATES DO NOT JUSTIFY THE EXORBITANT**
 22 **AMOUNTS SOUGHT BY CLAP**

23 According to *Worrell*, 85 Nev. 345, 455 P.2d 31, the Court must consider “(1) *the qualities*
 24 *of the advocate*: his ability, his training, education, experience, professional standing and skill; . . .”

25 In its Application, CLAP showcased the credentials of its attorneys by citing the length of
 26 time that its attorneys have been in practice, including Mr. Agay’s alleged 60 years in the legal
 27 profession. Mr. Agay billed nearly two-thirds (2/3) of the attorney hours set forth in the
 28 Application. See Application at 5 and Application Exhibit A. CLAP also referenced two cases with

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respect to which Mr. Agay had some involvement. See Application at 5 (referencing Cannon v. Superior Court, 20 Cal.3d 906 (1978) and Young v. Boardman, 212 Cal.App.3d 96 (1989)).

However, neither of those cases dealt with the relevant substantive issues to this case (ethical rule and discovery sanctions) so they say nothing about the “qualities” of the advocate in this case.

Further, in the Application, CLAP referenced the billing rates of Mr. Lewin (\$475.00) and Mr. Agay (\$395.00) as typical for the Los Angeles market. See Declaration of Lewin in support of the Application. However, in spite of the fact that a portion of the Arbitration took place in the State of California for the convenience of the parties, counsel, and the Arbitrator, California attorneys’ rates are irrelevant. The entity at issue (Green Valley Commerce, LLC (“GVC”)) is a Nevada limited liability company, GVC’s real property is located in the State of Nevada, Article X, Section d. of the Operating Agreement provides that the laws of the State of Nevada govern the entity, and CLAP’s demand for Arbitration initially sought a hearing in Las Vegas, Nevada. A true and correct copy of the Demand is attached hereto as *Exhibit “B”* and incorporated by this reference herein.

Consequently, all attorneys’ fees billed by CLAP’s attorneys should be reduced to the rate of \$375.00 charged by Mr. Garfinkel, whose rate is more typical of the Las Vegas market. Even if all of the hours were included (which they should not be), this would reduce the total to \$224,362.50 (598.30 hours x \$375.00 per hour) or a reduction of \$31,041.25 alone for excessive rates.

C. THE CHARACTER OF THE WORK DOES NOT JUSTIFY THE EXHIBITANT AMOUNT BILLED

Under Hammell, the Court must also consider: “(2) *the character of the work to be done*: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; . . .” 85 Nev. 345, 455 P.2d 31.

Other Courts agree that in order to be recoverable, fees must relate to work that has “necessity and usefulness” in the case. Unver & Wolf v. Bank of America, 112 Cal. Rptr. 2d 284 (Ct. App. 2001). Consequently, billing for duplicative or unnecessary work is not recoverable. See Serrano v. United, 652 P.2d 985, fn. 21. As an example of unnecessary work, the Court in Serrano stated that “**not allowable are hours on which plaintiff did not prevail or hours that simply**

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should not have been spent at all, such as where attorneys' efforts are unorganized or duplicative. This may occur . . . when young associates' labors are inadequately organized by supervising partners." *Id.* (citing *Opinion & Award*, 641 F.2d 880, 902-903 (1980)) (emphasis added).

Similarly, "'padding' in the form of inefficient or duplicative efforts is not subject to compensation." See *Kirchman & Wilson*, 103 Cal. Rptr. 2d 377 (2001); see also *Lowery v. Nathan*, 75 Cal. Rptr. 3d 413 (Ct. App. 2008) (upholding trial court's decision to reduce hours included in fee award based on inefficient billing).

As is evident from the Statement of Facts above, even though the competing interpretations of the Operating Agreement required a thoughtful analysis, very little work needed to be done in this case with respect to legal research or discovery. In fact, the brunt of the work apparently performed by CLAP's attorneys appears to have been in relation to preparing briefs and preparing for the Arbitration Hearing.

However, if CLAP is correct (as it contended) that this was a simple matter regarding the interpretation of the buy-sell provisions, one is left to wonder why CLAP's attorneys' spent so many hours briefing what it claimed to be a simple explanation, and spent so much time getting ready for the Arbitration Hearing, especially where there was only one deposition taken, and relatively few documents produced in the case.

This is especially true where the briefs were largely repetitive of one another, and relatively little legal research was needed to prepare them. In fact, a simple review of CLAP's briefs reveal that most of CLAP's analysis consisted of attempts to apply general logic and explain CLAP's interpretation of the Operating Agreement over and over again.

Further, this is not even getting to the many hours spent by CLAP's attorneys communicating with Mr. Golshani regarding the case, which are legion. See Application Exhibit A and D. This was a case with very few operative facts (many of which were undisputed), and CLAP's attorneys always maintained their apparent confidence that Mr. Golshani's version of the case was clear and simple. If his story was so simple and clear, it also leaves one to wonder why he needed to spend long hours with his attorneys telling and retelling his story.

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Consequently, the work performed by CLAP's attorneys was not substantially "difficult", or "intricate", or "important". It did not reasonably command much time, skill, or responsibility, even though CLAP's attorneys cranked out the hours, nonetheless. In the Application, CLAP impugned Mr. Bidsal, arguing that "it was Mr. Bidsal who created the need for much of the review, analysis and work that needed to be done." See Application at 5. CLAP also argued that Mr. Bidsal insisted that that Arbitration Hearing take place in Las Vegas, even though the parties and Arbitrator lived in Los Angeles. *Id.* However, CLAP overlooked the fact that it was CLAP that requested the hearing take place when it filed its Demand for Arbitration. See Exhibit "B". It is further ludicrous for CLAP to argue that Mr. Bidsal made this case more expensive or complicated (and should, thus, be penalized) simply because he defended himself from CLAP's assaults (including CLAP's unsuccessful Rule 18 Motion) and because he had a different understanding of the buy-sell provisions of the Operating Agreement.

CLAP, nonetheless, is seeking recovery of \$255,403.75 in attorneys' fees for matters which is admits involved a process which was "quick and easy." See Application at 2. CLAP's alleged attorneys' fees are patently unreasonable.

D. THE WORK ACTUALLY PERFORMED WAS NOT REASONABLY EXECUTED.

The Nevada Supreme Court has also recognized that a District Court may reduce requested attorneys' fees for overbilling. *Womels v. Womel*, Nev. Sup. Ct. No. 72665 (July 27, 2018). In this case, CLAP was overbilled by its attorneys.

Even though an understanding of the competing interpretations of the Operating Agreement by the parties required a little time to articulate and fairly intense concentration to analyze, there was very little legal research needed to explain those interpretations, and there was almost no discovery needed to flush out what were largely undisputed facts. Indeed, there was no written discovery (interrogatories, document requests, or admissions) and only one deposition taken (David LeGrand) which lasted only 5.5 hours. All that was required of CLAP's attorneys in discovery was to generate twelve (12) pages of largely repetitive disclosures, produce only eighty (80) pages of documents (some repetitive), provide simple and brief oversight and assistance to David LeGrand as

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1 he produced his file, and attend the LeGrand deposition while counsel for Bidsal handled the vast
 2 majority of the questioning.

3 Further, the brunt of the work required by this case appeared to consist of drafting the
 4 Arbitration briefs. However, CLAP's attorneys billed a whopping \$100,000.00 for the briefing
 5 (which was largely repetitive), and a whopping \$52,000.00 for preparation for an Arbitration
 6 Hearing lasting less than twelve (12) hours. What this suggests is that in spite of their alleged years
 7 of legal experience, CLAP's attorneys did not efficiently execute their assigned tasks. Mr. Bidsal
 8 should not be penalized for case mismanagement by CLAP's attorneys.

9 **E. CLAP DID NOT PREVAIL WITH RESPECT TO SEVERAL OF THE ACTIVITIES**
 10 **PERFORMED.**

11 Under Brownell, the Court must also consider "(4) *the result*: whether the attorney was
 12 successful and what benefits were derived." 85 Nev. at 349, 455 P.2d at 33. The Nevada Supreme
 13 Court has further ruled that attorneys' fees should not be awarded for specific activities outside the
 14 matters on which the party prevailed. Quincy v. All Nevada Housing & All Communities, 192 P.3d
 15 730, 736-37, 124 Nev. Adv. Op. No. 71 (Sept. 18, 2008).

16 Courts in the State of California have, similarly, emphasized that in determining whether the
 17 number of hours billed are reasonable, trial courts should consider whether the work billed for
 18 actually advanced the case. As one court put it, "the predicate of *any* attorney fee award, whether
 19 based on a percentage-of-the-benefit or a lodestar calculation, is the necessity and usefulness of the
 20 conduct for which compensation is sought." See Tracy v. Wells Fargo Bank, 112 Cal. Rptr. 2d 284
 21 (Ct. App. 2001).

22 California agrees that the fees associated with failed motions are not recoverable. See
 23 Serrano, 652 P.2d 985 ("not allowable are hours on which plaintiff did not prevail"). Likewise, fees
 24 are not recoverable when they relate to unsuccessful causes of action or claims for relief. See, e.g.,
 25 Albuquerque In Reputable Legal Management v. Togo, 259 Cal. Rptr. 599 (Ct. App. 1989)
 26 (holding that a **35% reduction from a plaintiff's requested fee award was reasonable** in light of
 27 the fact that the plaintiff "did not succeed on any of its motions" and included both successful and
 28 unsuccessful claims). (emphasis added)

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In its Application, CLAP has taken the position that simply because the Arbitrator accepted CLAP's interpretation of the buy-sell provisions of the Operating Agreement at issue at the Arbitration Hearing, CLAP prevailed on everything and is entitled to recover its exorbitant attorneys' fees. However, a substantial portion of the attorney's fees and costs which CLAP incurred related to its *unsuccessful* Rule 18 Motion. Similarly, CLAP incurred fees in relation to the Motion for Reconsideration, which was denied. Under *Barney*, CLAP is not entitled to recover for matters on which it did not prevail, such as the Rule 18 Motion and Motion for Reconsideration. Thus, approximately \$24,000.00 of the amounts sought by CLAP which related to the Rule 18 Motion and Motion for Reconsideration should not be awarded to CLAP.

F. CLAP'S COSTS ARE ALSO EXCESSIVE AND SHOULD BE REDUCED

The determination of which expenses are allowable as costs is within the sound discretion of the trial court. *Baronessa v. Estate*, 109 Nev. 670, 856 P.2d 560, 565-66 (1993); *Mist v. Weston Honda, Inc.*, 69 Haw. 192, 738 P.2d 85, 92 (1987); *Shaw v. Meyer*, 174 Cal. App. 3d 1061, 220 Cal. Rptr. 884, 890 (1985); *Falmore v. Radlock*, 708 P.2d 486, 487 (Colo. Ct. App. 1985). However, "this discretion should be sparingly exercised when considering whether or not to allow expenses not specifically allowed by statute and precedent." *Mist*, 738 P.2d at 92.

In its Application, CLAP also sought recovery of legal costs in the amount of \$29,200.07, including (1) travel for Ben Golshani to LeGrand deposition (\$207.60), (2) travel for Ben Golshani and Mr. Lewin to the Arbitration Hearing (\$984.25), (5) two nights at hotels for Ben Golshani and Mr. Lewin (\$984.52), and (4) two days of meals for Ben Golshani and Mr. Lewin (\$333.28). See Application at 7 and Application Exhibit B.

However, much of these costs were not reasonable or necessary. First, Mr. Golshani's personal expenses are not "legal costs" like those incurred by an attorney as the necessary component of legal services, and passed along to the client for reimbursement. Mr. Golshani agreed in advance that any dispute would be resolved in Nevada and Mr. Bidsal should not be burdened with Mr. Golshani's personal travel expense. Further, there was no need for Mr. Golshani to attend to the deposition of David LeGrand. His choice to be there should be at his own expense. In any event, there is no legal authority to support the notion that a party's personal expenses can be

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awarded as "legal costs", as opposed to costs incurred by an attorney. This applies to item #1 above, as well as 50% of the amounts of items #2, 3, and 4, above.

Second, the travel cost amounts to an airline ticket of \$246.06 each way for Mr. Golshani. It is likely that traveling coach and a little advance planning could have resulted in a much lower cost. The invoices attached to Application Exhibit B also indicate that Mr. Golshani's wife, Shawn, who had no role in this case, came along for the ride. This expense is not reasonable or necessary to a resolution of the dispute.

Third, the hotel amount translates to \$246.13 per night. This is exorbitant in that reasonable accommodations, rather than the prestigious Caesar's Palace, could have be procured by Mr. Golshani at much less cost, especially in Las Vegas, Nevada.

Finally, the meal figure is excessive as it translates out to \$83.32 per person per day. Once again, there is no legal authority to support a claim that a party can assess another party for its own personal expenses as a "legal cost." Therefore, the costs sought in the Application should also be reduced by a sum of no less than \$1,358.63.

IV.

CONCLUSION

For the foregoing reasons, the Application should be denied. In the very least, it should be reduced from its patently unreasonable amount by no less than \$136,970.83.³

DATED this 20th day of November, 2018.

SMITH & SHAPIRO, PLLC

/s/ James F. Shapiro
 James F. Shapiro, Esq.
 Shannon A. Hebert, Esq.
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³ See footnote 2 on page 6 above.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of SMITH & SHAPIRO, PLLC, and that on the 20th day of November, 2018, I served a true and correct copy of the forgoing **RESPONDENT SHAWN BIDSAL'S OBJECTION TO CLAIMANT CLA PROPERTIES, LLC'S APPLICATION FOR ATTORNEYS' FEES AND COSTS IN THE AMOUNT OF \$284,600.82; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS OF RODNEY T. LEWIN AND LOUIS GARFINKEL IN SUPPORT THEREOF**, by emailing a copy of the same, with Exhibits, to:

Individual:	Email address:	Role:
Louis Garfinkel, Esq.	lgarfinkel@clapny.com	Attorney for CLAP
Rodney T Lewin, Esq.	rtl@rtlewin.com	Attorney for CLAP
Laura Rio	L.Rio@clapny.com	JAMS Case Coordinator
Stephen Haberfeld, Esq.	shaberfeld@gmail.com	Arbitrator

W. M. B. Schramm
An employee of Smith & Shapiro, PLLC

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CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2022 I caused the foregoing to be service on the following via JAMS Access

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EXHIBIT 261

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JAMS

SHAWN BIDSAL,

Claimant,

vs.

CLA PROPERTIES, LLC, a California limited
liability company,

Respondent.

Reference #:1260005736

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

**CLAIMANT'S SECOND SUPPLEMENTAL 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 Second Supplemental Reply in Support of Claimant Shawn Bidsal's Application for Award of Attorneys' Fees and Costs (the "*Supplemental Reply*").

This Supplemental 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.

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1 Dated this 15th day February, 2022.

2 SMITH & SHAPIRO, PLLC

3 /s/ James E. Shapiro
 4 James E. Shapiro, Esq.
 Nevada Bar No. 7907
 5 Aimee M. Cannon, Esq.
 Nevada Bar No. 11780
 6 3333 E. Serene Ave., Suite 130
 Henderson, Nevada 89074
 7 Attorneys for Claimant

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 11 **I.**

12 **PREFATORY STATEMENT**

13 Not unexpectedly, CLA is attacking Bidsal's right to confidential communications with his
 14 attorneys and is attacking the attorney work-product privilege without citing a legitimate basis for
 15 doing so. These privileges should not be discarded for CLA's convenience in assessing Bidsal's
 16 billing statements in the present Arbitration.

17 While CLA laments the amount of attorney fees and costs associated with this Arbitration,
 18 their lamentations should be self-directed, as much of the attorney fees and costs incurred by Bidsal
 19 were, and are, directly attributable to CLA's actions. The Green Valley Commerce Operating
 20 Agreement (the "GVC OA") contains a clear statement regarding an award of costs and expenses,
 21 stating that the Arbitrator is to "award costs and expenses (including the costs of the arbitration
 22 previously advanced and the fees and expenses of attorneys, accountants and other experts) to the
 23 prevailing party." See Exhibit "4". Bidsal is the prevailing party. Bidsal has notified CLA of the
 24 amount of his fees and expenses and has provided a full breakdown of such fees and expenses,
 25 excluding only what is protected by privilege. Under the plain language of the GVC OA, the full
 26 amount being requested by Bidsal should be awarded.

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II.

LEGAL AUTHORITYA. THE GREEN VALLEY COMMERCE, LLC OPERATING AGREEMENT CONTROLS.

The GVC OA contains the controlling language for the award of attorney fees and costs. However, instead of citing to the GVC OA, CLA cited to the California case of Serrano v. Unruh, 32 Cal.3d 621, 6354[sic], 652 P.2d 985, 994 (1982) for the proposition that "...attorneys' fees should not be awarded on matters on which the moving party did not prevail." See Respondent's Second Suppl[e]mental Opposition to Application for Attorneys [sic] Fees and Costs (the "Second Supplemental Opposition") at 10:10-22. This standard is clearly not applicable to the present Arbitration, not only because the cited case is out of California not Nevada, but also because the GVC OA is the controlling contract governing awards of attorney fees and costs, not the common law of California.

The GVC OA at Article III, Section 14.1 states in pertinent part, "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 arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party." See Exhibit "4". (emphasis added). Of note, the contract does not say anything about an assessment of whether or not the fees and expenses incurred by the prevailing party need to be reduced on a motion-by-motion basis, only that the Arbitrator must award costs and expenses to the prevailing party at the conclusion of the arbitration. *Id.*

The prevailing party at the conclusion of the Arbitration, as stated in the Interim Award, is Bidsal. Based on the GVC OA, all fees and expenses must be awarded to the prevailing party, in this instance, Bidsal.

While, CLA made assertions that the arbitrator in a previous arbitration involving the GVC OA reduced the fees and costs sought by CLA based upon Bidsal's arguments, CLA failed to include the prior arbitrator's decision stating as much, and cited only to Bidsal's argument, which certainly

1 does not amount to controlling case law that the Arbitrator must follow. Bidsal's arguments in a
 2 prior arbitration and the prior arbitrator's decision are irrelevant as to the fees and costs sought by
 3 the prevailing party in the present matter and CLA has provided no citations to indicate otherwise.
 4 As will be addressed more thoroughly below, the language of the GVC OA is clear and does not
 5 allow for either an arbitrator or a party to unilaterally alter unambiguous language, to include a
 6 reduction in fees due to the outcome of individual motions.

7 **B. CLA CANNOT UNILATERALLY INTERPOLATE ADDITIONAL LANGUAGE**
 8 **INTO THE OPERATING AGREEMENT THAT DOES NOT PRESENTLY EXIST.**

9 The time for adding language to the GVC OA, to limit recovery of attorney's fees to the
 10 prevailing party, ended on the date the Operating Agreement was executed. After execution of the
 11 GVC OA, it could only be amended with the consent of Bidsal, a 50% owner. The GVC OA is
 12 clear on its face and has never been amended, and CLA's attempts to interpolate new language into
 13 the Operating Agreement are legally improper and an obvious distortion of the language actually
 14 used and agreed to by both parties in the Operating Agreement. As is stated in the Interim Award,
 15 "[i]n interpreting a contract, the intent of the parties shall be effectuated, which may be determined
 16 in light of the surrounding circumstances *if not clear from the contract itself.*" See Interim Award
 17 quoting Anvui, LLC v. G.L.Dragon, LLC, 123 Nev. 212, 215 (2007). While many of the terms of
 18 the GVC OA are admittedly ambiguous, the attorney fees and costs provision is NOT ambiguous.

19 Article III of the GVC OA addresses Members' Meetings and Deadlock. See Exhibit "4".
 20 Section 14, of Article III states: "In the event that Members reach a deadlock that cannot be resolved
 21 with a respect to an issue that requires a ninety percent vote for approval, then either Member may
 22 compel arbitration of the disputed matter as set forth in Subsection 14.1". *Id.* This provision is the
 23 section under which the current Arbitration was initiated.

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

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Exhibit “4” (emphasis added). The GVC OA, which controls this issue, is very clear in stating that the prevailing party must be awarded costs, expenses, attorney fees, accountant fees, and expert fees (the “**Cost and Fees Provision**”). *Id.* Further, under this plain and clear language, the award of attorney fees and costs in favor of the prevailing party is mandatory, not discretionary or permissive.

When considering a contract, the language of a contract “is strictly construed in accordance with the terms contained therein.” *See All Star Bonding v. State*, 119 Nev. 47, 49, 62 P.3d 1124, 1125 (2003). Furthermore, “neither a court of law nor a court of equity can interpolate in a contract what the contract does not contain.” *Id.* (emphasis added).

We have previously stated that the court should not revise a contract under the guise of construing it. Further, ‘neither a court of law nor a court of equity can interpolate in a contract what the contract does not contain.’

See Traffic Control Servs. v. United Rentals Northwest, Inc., 120 Nev. 168, 175-176, 87 P.3d 1054, 1059 (2004) (citing to *All Star Bonding v. State of Nevada*, 119 Nev. 47, 49, 62 P.3d 1124, 1125 (2003) and *Club v. Investment Co.*, 64 Nev. 312, 324, 182 P.2d 1011, 1017 (1947)).

Courts cannot create a new contract to which the parties never agreed, nor can courts ignore a written contract’s words, or insert words not used, or increase a party’s obligations under a contract. *See Edelstein v. Bank of New York Mellon*, 286 P.3d 249, 128 Nev. 48 (2012); *Griffin v. Old Republic Ins. Co.*, 133 P.3d 251, 122 Nev. 479 (2006).

1. The GVC OA Does Not Limit Recovery to a Single Attorney.

In an action that can only be described as consistent with CLA’s lack of good faith, that has been a central and recurrent theme in this Arbitration, CLA attempts to add its own language into the clear and unambiguous Cost and Fees Provision. CLA argued that Bidsal having “...multiple counsel should result in denying the attorney fee award except for the time spent by one them...” *See* Second Supplemental Opposition at 8:2-3.

This argument is disingenuous as CLA, as well as Bidsal, had multiple attorneys working on its behalf, to include Rodney Lewin, Esq., Louis Garfinkel, Esq. and Richard Agay, Esq. *See* the Second Supplemental Opposition. Additionally, the Cost and Fees Provision puts no such limitation on the number of attorneys that a member can employ or for which the non-prevailing party will be responsible for reimbursement to the prevailing party. To limit Bidsal’s recovery of

1 attorney fees to one attorney, would be to add in language into the GVC OA that the members never
2 agreed to. There is likewise nothing inappropriate with having multiple attorneys working on a
3 matter and having multiple attorneys handle a trial.

4 **2. The GVC OA Does Not Limit Recovery for “Losing Efforts.”**

5 CLA again attempts to add its own language into the clear and unambiguous Cost
6 and Fees Provision by stating that “NO AWARD SHOULD BE GIVEN FOR TIME SPENT ON
7 LOSING EFFORTS.” *See* Second Supplemental Opposition at 10:10. CLA then tried not only to
8 carve out attorney fees that Bidsal incurred for the few instances that motions were wholly or
9 partially granted in favor of CLA, but also sought attorney fees be awarded to CLA for the same.
10 *See* Second Supplemental Opposition at 10:10 – 13:21. However, this back door attempt at an
11 application for attorney fees would turn the Cost and Fees Provision on its head.

12 The GVC OA states “...provided that *at the conclusion of the arbitration*, the arbitrator
13 shall award costs and expenses (including the costs of the arbitration previously advanced and the
14 fees and expenses of attorneys, accountants and other experts) *to the prevailing party.*” *See* Exhibit
15 “4”. (emphasis added.) What the GVC OA clearly does not require is that the Arbitrator assess
16 every motion, determine individual prevailing parties for every action, and partition out attorney
17 fees. In this arbitration the prevailing party is Bidsal. The Interim Award clearly designated Bidsal
18 as the prevailing party with the Cost and Fees Provision in mind stating in pertinent part, “...the
19 Claimant is the prevailing party.” *See* Interim Award at pg. 26.

20 The Arbitrator further stated, “...the Arbitrator discussed with counsel the fact that the
21 parties shall have the opportunity to submit briefs on the issue of fees and costs recoverable by
22 Claimant...” *Id.* (emphasis added.) Notably neither the GVC OA nor the Arbitrator’s Interim
23 Award said that Respondent was the prevailing party and neither stated that Respondent was
24 authorized to submit an application for attorney fees, which is exactly what CLA attempted to do
25 with its Second Supplemental Opposition when it argued, “[w]here CLA *prevailed*, far from
26 ordering it to pay for Bidsal’s attorneys on such matter, the proper result is to *credit CLA for its*
27 *attorney’s fees* so incurred, and CLA would accept as credit the amount Bidsal’s attorneys
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1 charged...” See Second Supplemental Opposition at 11:13. (emphasis added). In this tortured
2 interpretation of the Cost and Fees Provision, CLA has demanded that:

- 3 a. the Arbitrator ignore his own finding that Bidsal was the prevailing party;
- 4 b. the Arbitrator make additional findings as to the prevailing party for every motion
- 5 decided;
- 6 c. CLA be excused from paying the actual prevailing party’s attorney fees;
- 7 d. CLA be awarded attorney fees via a credit; and
- 8 e. CLA be awarded the attorney fees not for the amount it expended on its attorneys,
- 9 but in the amount that Bidsal spent on his attorneys.

10 Essentially it is poorly cloaked and unauthorized application for attorney fees. CLA’s demands are
11 totally contrary to both the language of the Cost and Fees Provision, and also contrary to the
12 Arbitrator’s Interim Award.

13 While CLA would like to withhold payment of arbitration fees and costs based upon who
14 prevailed upon each motion, that is not the requirement of the GVC OA. However, even if it was
15 (which it was not), CLA’s analysis of winners and losers is entirely erroneous, as has been addressed
16 in prior pleadings associated with this Application.

17 **C. CLA ATTEMPTED TO IGNORE THE LANGUAGE OF THE COST AND FEES**
18 **PROVISION.**

19 After CLA’s attempt to re-write the Cost and Fees Provision to suit itself, it then attempted
20 to ignore the language altogether, by asserting that the cost associated with the delay caused from
21 April 27, 2021 to September 29, 2021, that arose after an objection to proposed testimony of David
22 LeGrand, should be borne by Bidsal, the prevailing party to the Arbitration.

23 The Arbitrator’s Order on this matter found, “On April 27, 2021, **Respondent** stated its
24 intention to recall LeGrand to testify, but asked that the Arbitrator resolve issues regarding attorney-
25 client privilege and conflict of interest prior to LeGrand testifying.” See Order Regarding
26 Testimony of David LeGrand attached hereto as ***Exhibit “8”*** and incorporated herein by this
27 reference. (Emphasis added). The Arbitrator did as CLA requested and resolved the issues deciding
28 that “...LeGrand cannot be compelled to testify if he harbors concerns that his testimony would

1 potentially run afoul of Nevada’s Rules of Professional Conduct.” *Id.* Not only did the request
 2 resulting in the delay come from the Respondent, CLA, but the matter was decided contrary to
 3 CLA’s position. Bidsal was both the prevailing party in this motion practice and was also the
 4 prevailing party in the Arbitration. There is no possible reading of the Cost and Fees Provision that
 5 would then result in Bidsal being denied his attorney fees and costs associated therewith.

6 **D. CLA IS NOT ENTITLED TO PRIVILEGED COMMUNICATIONS AND/OR**
 7 **ATTORNEY-WORK PRODUCT.**

8 The attorney / client privilege’s primary purpose “...is to protect the attorney-client
 9 relationship from intrusion by opposing counsel. It protects parties from unprincipled attorneys and
 10 safeguards the attorney-client privilege.” *See Palmer v. Pioneer Inn Assocs., Ltd.*, 59 P.3d, 1237,
 11 118 Nev. 943 (Nev. 2002). In the present instance, as pointed out by CLA’s counsel, Bidsal, CLA
 12 and Benjamin Golshani have alternate disputes amongst them which are currently at the appellate
 13 level and/or in the Eighth Judicial District Court. Any disclosure of any privileged information,
 14 related to the present Arbitration could be used (albeit improperly) by CLA’s counsel in alternate
 15 matters. As such, it is essential that the privilege be maintained.

16 **1. CLA Misinterprets the Arbitrator’s Decision With Respect to Redactions.**

17 CLA attempts to spin the Arbitrator’s January 5, 2022 decision regarding billing
 18 statements as a directive for Bidsal to provide billing statements without redaction of privileged
 19 information. *See* Second Supplemental Opposition at 2:10-19. However, the Arbitrator clearly
 20 expected redactions of privileged information as is evidenced by the email memorializing the
 21 agreements, which stated, “At the request of the Arbitrator, Claimant shall provide **redacted** billing
 22 statements to Respondent’s counsel on or before January 12, 2022.” *See* January 5, 2022 email
 23 from Mara Satterthwaite attached hereto as ***Exhibit “9”*** and incorporated herein by this reference.
 24 (Emphasis added). Clearly, the Arbitrator was not directing that privileged information be disclosed
 25 to CLA, as redactions were part of the directive.

26 **2. CLA Ignored Relevant Nevada Law on Privilege.**

27 The Nevada Supreme Court in *Wynn Resorts, Ltd. v. Eighth Judicial Dist. Court of*
 28 *Nev.*, 399 P.3d 334 (Nev. 2017), states,

The work-product doctrine protects more than just communications between a client and attorney, and is thus broader than the attorney-client privilege. *Hickman v. Taylor*, 329 U.S. 495, 508, 67 S.Ct. 385, 91 L.Ed. 451 (1947). “At its core, the work-product doctrine shelters the mental processes of the attorney, providing a privileged area within which he can analyze and prepare his client's case.” *United States v. Nobles*, 422 U.S. 225, 238, 95 S.Ct. 2160, 45 L.Ed.2d 141 (1975). Thus, an attorney's work product, which includes “mental impressions, conclusions, opinions, and legal theories of counsel ..., are not discoverable under any circumstances.” *Wardleigh*, 111 Nev. at 359, 891 P.2d at 1189 ; NRCP 26(b)(3).

Bidsal appropriately redacted privileged communications from his invoices.

a. The attorney / client communication privilege.

CLA attempted to limit the privilege solely to communications between Bidsal and his counsel stating that “CLA may well not be entitled to what Bidsal’s counsel said to Bidsal and vice versa. But that is not what the redacted portion of the entries provide.” *See* Second Supplemental Opposition at 3:19-20. CLA clarified its objection when it stated “...***we do not object to the redaction of that which was said between Bidsal and his counsel ...***” *Id.* at 4:2-4. (Emphasis added). However, CLA then backtracked on that statement, when it asserted “The very first Smith & Shapiro entry states not what was revealed by either Bidsal or his counsel, ***but rather what they spoke about.*** But what that was is redacted.” *Id.* at 5:1-3. Even after acknowledging that such communications are privileged, CLA sought to penetrate the privilege without justification or support.

Second, CLA made an incorrect assumption that because a billing statement indicated that emails were exchanged between parties that held no privilege and were also exchanged with Bidsal, that CLA is authorized gain access to the privileged information. For example, on April 2, 2020, Mr. Shapiro made an entry in his billing statement as follows: “Exchanged emails with Louis Garfinkel, Michelle Samaniego @ JAMS and Shawn Bidsal regarding...” *See* Exhibit “6” at Invoice No. 17321223. This entry does not mean that a single email was sent, thereby defeating the attorney / client communication privilege, it indicates emails were sent to various parties concerning the same issue. As one of CLA’s three attorneys is a listed recipients of the referenced email and the invoice entry has the date and name of the person sending the email, rather than breach attorney / client privilege, it seems far more prudent for CLA’s counsel to simply pull up the email to assuage their concerns.

b. The attorney work-product doctrine.

CLA failed to acknowledge that the work-product doctrine protects more than just communications between a client and his/her attorney. As is clearly stated in Wynn Resorts, an attorney's work product includes mental impressions, conclusions, opinions and legal theories, none of which are discoverable. *See Wynn Resorts, Ltd. v. Eighth Judicial Dist. Court of Nev.*, 399 P.3d 334 (Nev. 2017). Bidsal's redactions include both attorney / client privileged communications and information that is attorney work-product. If a circumstance arises where the Arbitrator questions Bidsal's assertion of privilege, the Arbitrator is in possession of the unredacted invoices and can arrive at an independent decision.

CLA further attempted to defeat the protections the attorney work-product doctrine in its assertion that "The need for full disclosure of that for which Bidsal is seeking attorneys [sic] fees is even more acute where, as here he chooses to have two attorneys instead of just one...the entries reveal that Mr. Shapiro spoke with Mr. Gerrard on April 28, 2020...So what did they discuss? That is not revealed, but rather redacted by both." *See* Second Supplemental Opposition at 7:8-14. When a client's team of attorneys, on the same matter, have discussions regarding said matter, it is attorney work-product. "...the [attorney work-product] doctrine also protects an attorney's mental impressions, conclusions, or legal theories concerning the litigation, as reflected in memoranda, correspondence, interviews, briefs, or in other tangible and intangible ways." Wardleigh v. Second Judicial Dist. Court In and For County of Washoe, 891 P.2d 1180 (1995) *citing Hickman v. Taylor*, 329 U.S. 495, 510-11 (1947) and NRCP 26(b)(3). The communications between counsel are intangible work-product conducted in anticipation of the present Arbitration and are thus privileged.

E. CLA'S RED HERRINGS.

CLA comes up with a myriad of irrelevant arguments, that have no bearing on the attorney fees or costs that Bidsal is entitled to under the GVC OA.

1. The Redaction of the Flat Fees are Irrelevant.

CLA asserted that the flat fees, which are redacted in the Smith & Shapiro invoices, will result in an "undue windfall for Mr. Bidsal." *See* Second Supplemental Opposition at 8:12-17. However, as the title indicates, these are "Flat Fees" for which Bidsal is not seeking compensation

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1 from CLA, making the disclosure of the same entirely irrelevant. The fees, as billed to the client,
 2 are clearly listed in the billing records attached at Exhibits “6” and “7”. There is absolutely no
 3 reason for CLA to have information regarding fees that Bidsal is not seeking from CLA, nor has
 4 CLA cited to any rule or law that require as much.

5 Second, in addressing CLA’s “undue windfall” argument, even in cases where counsel does
 6 not charge their clients a cent, attorney fees are recoverable. The Nevada Supreme Court has
 7 concluded that “...a party is not precluded from recovering attorney fees solely because his or her
 8 counsel served in a pro bono capacity.” Miller v. Wilfong, 121 Nev. 619, 119 P.3d 727. While
 9 counsel for Bidsal recognizes this is not a pro bono matter and Bidsal incurred and has paid and/or
 10 is paying for his legal fees, the amount a party paid is not the basis for how attorney fees are decided.
 11 However, to avoid any improper assumptions by CLA, let it be known that Bidsal was not charged
 12 on a flat rate basis, Bidsal was charged on the hourly basis indicated in the billing statements
 13 attached, and Mr. Bidsal has actually paid all of the fees billed. *See* a true and correct copy of the
 14 Second Amended Affidavit of Attorney Fees for Mr. Shapiro, attached hereto as ***Exhibit “11”*** and
 15 incorporated herein by this reference. *See also* a true and correct copy of the Second Amended
 16 Affidavit of Attorney Fees for Mr. Gerrard, attached hereto as ***Exhibit “12”*** and incorporated herein
 17 by this reference.

18 **2. The Brunzell Factors.**

19 CLA asserted that Bidsal’s Application for attorney fees is improper because it does
 20 not address the rates “commonly charged.” *See* Second Supplemental Opposition at 9:10-16. “In
 21 Nevada, ‘the method upon which a reasonable fee is determined is subject to the discretion of the
 22 court,’ which is tempered by reason and fairness.” Shuette v. Beazer Homes Holdings Corp. 124,
 23 P.3d 530, 121 Nev. 837 (Nev. 2005). Nevada generally uses the Brunzell factors to determine the
 24 reasonableness of attorney fees. “...while it is within the trial court’s discretion to determine the
 25 reasonable amount of attorney fees under a statute or rule, in exercising that discretion, the court
 26 must evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*.” Miller v. Wilfong,
 27 121 Nev. 619, 119 P.3d 727. Brunzell does not require counsel to assert that the fees charged are
 28 an attorney’s common fees or that they are customary in the jurisdiction. Brunzell v. Golden Gate

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1 National Bank, 455 P.2d 31 (1969). However, even considering rates commonly charged in the
 2 area, this argument of CLA's is disingenuous as Mr. Garfinkel charges \$475.00 per hour, Mr. Lewin
 3 charges \$375.00 per hour, and Mr. Agay charges \$395.00 per hour. *See* Declaration of Mr. Lewin
 4 attached hereto as ***Exhibit "10"*** and incorporated herein by this reference. Thus making Mr.
 5 Garfinkel's hourly rate the highest out of any attorney involved in the present Arbitration.
 6 However, to avoid any improper conjecture by CLA, Mr. Shapiro's normal hourly rate is \$385.00,
 7 Ms. Cannon's normal hourly rate is \$385.00, and Mr. Gerrard's normal hourly rate is \$450.00. *See*
 8 Exhibits "11" and "12". Not that it matters, but the rates charged by Bidsal's counsel are customary
 9 rates for similarly qualified and experienced attorneys in Las Vegas, NV, as evidenced by Mr.
 10 Garfinkel's own rates. *Id.* *See also* Exhibit "10".

11 **3. CLA Attempted to Discount the Value of Multiple Attorneys.**

12 CLA attempted to crawl into the minds of Bidsal's counsel stating that "...all that
 13 Mr. Shapiro did at the deposition was bring up documents on the computer." *See* Second
 14 Supplemental Opposition at 9:24-15. However, this statement discounts the fact that Mr. Shapiro
 15 has historical knowledge of this entity, these members and the operating agreement related thereto,
 16 dating back to 2017, knowledge which an "assistant" could not have and could not contribute to co-
 17 counsel. Additionally, CLA also elected to have two attorneys at the Arbitration, Mr. Lewin and
 18 Mr. Agay, during which only Mr. Lewin had a direct role. Regardless, it is not CLA's job to weigh
 19 the reasonableness of the fees asserted, it is the Arbitrator's, and the Arbitrator is in possession of
 20 the records required to make an independent analysis of the same.

21 **4. CLA Attempted to Resurrect a Disproven Theory Regarding Costs.**

22 Although CLA's argument regarding costs has already been brought up by CLA in
 23 their opposition to the Original Application, and refuted in Bidsal's reply thereto, CLA insisted upon
 24 addressing this matter again, wasting more time and resources. CLA asserted the following:

25 **a. There is no affidavit supporting the supposed costs.**

26 CLA has stated, "Lest it be lost sight of, there is no affidavit supporting the
 27 supposed costs." *See* Second Supplemental Opposition at 13:26. This assertion is false. In the
 28 Claimant's Reply to the initial opposition, a verification was attached to the Memorandum of Costs

1 and Disbursements. *See* Exhibit “5”. Mr. Shapiro, verified, under penalty of perjury, that the
 2 Verified Memorandum of Costs and Disbursements were true to the best of his knowledge and
 3 belief. *Id.*

4 **b. There is no affidavit showing the costs have been necessarily incurred.**

5 Next CLA asserted, “...there is no showing that ‘the costs have been
 6 necessarily incurred.’” *See* Second Supplemental Opposition at 13:28 – 14:1. However, in Mr.
 7 Shapiro’s verification he stated, “...the costs have been necessarily incurred in this action.” *See*
 8 Exhibit “5”.

9 **c. There is no affidavit that the costs were paid.**

10 CLA stated, “...there is no affidavit that apart from the JAMS fees there was
 11 any payment of such alleged costs.” *See* Second Supplemental Opposition at 14:2-3. First, CLA
 12 does not cite any case supporting its assertion that such a statement is necessary. Second, CLA
 13 ignored the fact that the Memorandum of Costs contained all of the receipts showing payment of
 14 the costs incurred. *See* Exhibit “3”.

15 **F. BIDSAL’S COUNSEL RECOGNIZES THEY ARE NOT INFALLIBLE.**

16 Counsel for Bidsal recognizes that mistakes can be made in the course of an arbitration. In
 17 this instance, counsel for Bidsal acknowledges that out of over 100 pages of billing records, they
 18 made six errors. The first error, was Mr. Shapiro’s April 1, 2020 entry for .10 hours, work which
 19 was for a different matter. The second error was Mr. Shapiro’s December 15, 2021 entry for 1.3
 20 hours, work which was for a different matter. The third error, was for a charge on Mr. Gerrard’s
 21 billing statements, dated November 16, 2020, for a \$3.50 charge for a different matter. However,
 22 this \$3.50 cost has never been sought in the present Application. The fourth error was for Mr.
 23 Gerrard’s July 20, 2021 entry for 4.1 hours, work which was for a different Bidsal matter. The fifth
 24 error was for Mr. Gerrard’s January 21, 2021 entry for .10 hours, which was for a different matter.
 25 The sixth error was for Mr. Gerrard’s August 27, 2021 entry for .60 hours, which was for a different
 26 matter. As such, Bidsal reduces his request for attorney fees by the sum of those errors, which is
 27 \$2,650.00.

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CLA makes a complaint that an entry of Mr. Shapiro's for April 29, 2020 has deleted the words following "Conference call with Rod Lewin and Louis Garfinkel regarding." The entry made on that date, in the unredacted billing statement is exactly the same, nothing has been redacted after the word "regarding." See Exhibit "11". So, while the entry has a typographical error in that it erroneously included the word "regarding," nothing has been concealed from CLA. Additionally, assuming that CLA's counsel were on the conference call listed, presumably, they have knowledge of the substance of said call. There are no white redactions contained within any of the billing statements. All redactions are in black. See Exhibits "11" and "12".

G. THE FEES AND COSTS IN THE INVOICES PERTAIN TO THE PRESENT ARBITRATION.

Notwithstanding the admitted errors addressed above, the billing statements and the costs submitted are for the present Arbitration. See Exhibits "11", "12", & "13". CLA stated that this Arbitration is one of four other ongoing separate disputes between the parties. See Second Supplemental Opposition at 2:26. CLA further states that the redactions contained within the billing statements are an effort to conceal to which matter the fees pertain. *Id.* at 2:22-24. This statement is erroneous for multiple reasons. First, of the "four other ongoing separate disputes" referenced, three of them arise from the same dispute. Second, if you accept CLA's argument that there are four ongoing disputes (which there are not), the statement is still erroneous and misleading. CLA identified the "four other ongoing separate disputes" as (1) the first arbitration involving the GVC OA (the "2017 Arbitration"), (2) Bidsal's appeal of the 2017 Arbitration to the Nevada Supreme Court (the "Bidsal Appeal"), (3) CLA's appeal of the 2017 Arbitration denial of attorney fees and costs from the Eighth Judicial District Court (the "CLA Appeal") to the Nevada Supreme Court and (4) a current lawsuit pending dealing with a separate operating agreement (the "Mission Square Litigation").

The 2017 Arbitration was concluded on December 6, 2019, Case No. A-19-795188-P [Doc ID#31]. The 2017 Arbitration award was subsequently submitted to the District Court, which resulted in the Bidsal Appeal and CLA Appeal, both of which are two sides of the same coin and

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1 the continuation of the 2017 Arbitration. As such, there is really only three matters, the appeals
 2 relating to the original Arbitration Award, the Mission Square Litigation and the present arbitration.

3 Further, the last pleading in that matter was a court order denying CLA's Motion for
 4 Attorney Fees and Costs for the filing of the Petition for Confirmation of Arbitration Award and
 5 Entry of Judgment. That order was entered on March 6, 2020. Case No. A-19-795188-P [Doc
 6 ID#53]. As the present Arbitration was not initiated until February 7, 2020, there was only a one-
 7 month period of overlap between the two matters. There are five (5) time entries that fall within the
 8 one-month overlap. Two entries are contained in the Smith & Shapiro Invoice No. 17321222 and
 9 clearly identify themselves as being associated with the present Arbitration. *See* Exhibits "6" and
 10 "11". The other three have been carefully scrutinized by counsel and have been confirmed to be
 11 related only to the present arbitration. *See* Exhibit "12". Counsel does acknowledge that some
 12 filings in the 2017 Arbitration occurred after the March 6, 2020 date, however, no work for any of
 13 those matters have been included in the billing records for the present Arbitration. *See* Exhibits
 14 "11" and "12". Given the short amount of overlapping time between these two matters, the assertion
 15 that charges for the 2017 Arbitration are included in the current billing statements is a ruse to deflect
 16 attention from Bidsal's properly submitted request for attorney fees and costs.

17 Finally, both the Bidsal Appeal and the CLA Appeal are being handled by Lewis Roca
 18 Rothgerber Christie LLP. *See* Exhibits "11" and "12". While Bidsal's counsel in the present
 19 Arbitration was involved early on in the Bidsal Appeal and the CLA Appeal and has occasionally
 20 consulted with Lewis Roca Rothgerber Christie LLP, the work has been minimal. *Id.* Additionally,
 21 the billing statements have been thoroughly reviewed for errors and the two erroneous entries related
 22 to the Appeal actions have been deducted from the amount of fees being sought in the present
 23 Application. *See* Exhibit "11" and "12".

24 The Mission Square Litigation is a separate matter, for which Smith & Shapiro has a
 25 separate matter name, Bidsal / Mission Square, and a separate matter number. The present
 26 Arbitration is tracked by matter number [17321.002], while the Mission Square Litigation is tracked
 27 by alternate and unique matter number. This method separates the two matters into separate billing
 28 statements. Additionally, counsel for Bidsal have reviewed the billing statements again, to identify

any errors of overlap with this litigation. *See* Exhibit “11”. The errors have been previously addressed above.

H. BLOCK BILLING IS AN ACCEPTABLE BILLING PRACTICE.

CLA stated that “If Bidsal’s counsel chooses to bulk bill on each day, then each of the tasks must be described, rather than redacted to determine in total if the time charged was reasonable, and indeed even related to the arbitration.” *See* Second Supplemental Opposition at 6:3-5. CLA did not cite any case law for this assertion, perhaps because the case law is contrary to said assertion.

The Nevada Supreme Court has stated, “Block billing is the time-keeping practice whereby a lawyer enters the total daily time spent working on a case and lists all of the tasks worked on during the day, rather than separately itemizing the time spent on each task.” Adams v. Devita (in re Margaret Mary Adamas 2006 Trust), No. 61710, 2015 WL 1423378 (Nev. March 26, 2015) *citing* Welch v. Metro. Life Ins. Co., 480 F.3d 942, 945 n.2 (9th Cir. 2007). The Adams court went on to state that “...a district court must consider block-billed time entries when awarding attorney fees.” *Id.* The fact that privileged information is not disclosed to opposing counsel is appropriate. If the Arbitrator finds it necessary to review the privileged entries, he is in possession of unredacted versions of the same.

I. THE TRIER OF FACT DETERMINES THE REASONABLENESS OF FEES.

CLA wants to step into the shoes of the trier of fact and substitute its assessment of reasonable fees for that of the Arbitrator. However, that is simply not the standard. As stated in Brunzell, “Furthermore, good judgment would dictate that each of these factors be given consideration ***by the trier of fact*** and no one element should predominate or be given undue weight.” Brunzell v. Golden Gate National Bank, 455 P.2d 31 (1969). (emphasis added).

CLA, acknowledged this standard when it cited a California case, “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.” 165 Cal.App.4th 1315 (Cal. Ct. App. 2008). (emphasis added). CLA went on to state that “[t]he redacted statements show that there can be no determination of the ‘time the attorneys spent on particular claims...’” *See* Second Supplemental Opposition at 4:17-19. This statement is faulty, as only privileged matters have been

redacted and the Arbitrator, the finder of fact, is in possession of unredacted copies of all of the billing statements and is able to make an independent determination.

III.

CONCLUSION

As noted above, the GVC OA provides for the prevailing party to recover **all of its fees, costs, and expenses**. 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 reduced amount of \$444,225.00 and \$155,644.84 in costs.

Dated this 15th day of February, 2022.

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 15th day of February, 2022, I served a true and correct copy of the forgoing **CLAIMANT'S REPLY IN SUPPORT OF CLAIMANT SHAWN BIDSAL'S SUPPLEMENT TO 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
Mara Satterthwaite	<u>msatterthwaite@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 “8”

Exhibit “8”

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

JAMS

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

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

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

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

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

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

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

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

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

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

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

Attorney-Client Privilege

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

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

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

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

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

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

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

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

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

...

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

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

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

Wardleigh, 111 Nev. at 354, 355.

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

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

...

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

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

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

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

Id. at 356.

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

Conflict of Interest

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

The Operating Agreement for GVC states as follows:

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

GVC Operating Agreement, Exhibit 5.

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


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

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

Arbitration Hearing

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

Dated: September 10, 2021



Hon. David T. Wall (Ret.)
Arbitrator

Exhibit “9”

Exhibit “9”

From: [Aimee Cannon](#)
To: [Aimee Cannon](#)
Subject: RE: Bidsal, Shawn vs. CLA Properties, LLC - JAMS Ref No. 1260005736
Date: Friday, February 04, 2022 9:55:26 AM
Attachments: [image001.png](#)

From: Mara Satterthwaite <msatterthwaite@jamsadr.com>
Sent: Wednesday, January 5, 2022 8:50 AM
To: James E. Shapiro <JShapiro@smithshapiro.com>; lgarfinkel@rsnlaw.com; rod@rtlewin.com; dgerrard@gerrard-cox.com; agayrich@aol.com
Cc: mbruner@rsnlaw.com; rda@rtlewin.com; ben@claproperties.com
Subject: Bidsal, Shawn vs. CLA Properties, LLC - JAMS Ref No. 1260005736

Dear Parties:

This email correspondence shall memorialize agreements reached during today's teleconference hearing. At the request of the Arbitrator, Claimant shall provide redacted billing statements to Respondent's counsel on or before January 12, 2022. Respondents agree that the production of these statements shall not act as a waiver of any attorney/client or work product privileges. Respondents shall file/serve a Second Supplemental Opposition on or before January 26, 2022. Claimant shall file a Supplemental Reply Brief on or before February 16, 2022. No additional briefs shall be allowed without leave of the Arbitrator based on extraordinary circumstances. The Arbitrator will conduct a hearing by teleconference on Claimant's Application for Attorney's Fees and Costs on February 28, 2022, at 9:00 a.m. (Pacific).

Sincerely,
 Mara



Mara E. Satterthwaite, Esq.

Business Manager

JAMS - Local Solutions. Global Reach.™

3800 Howard Hughes Pkwy

Floor 11

Las Vegas, NV 89169

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-

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JAMS Las Vegas has moved and starting January 4th our new address is:
7160 Rafael Rivera Way, Suite #400, Las Vegas, NV 89113

Exhibit “10”

Exhibit “10”

DECLARATION OF RODNEY T. LEWIN

I, Rodney T. Lewin, do hereby declare:

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

2. Attached hereto as Exhibit "A" are true and correct copies of the billing statements sent to CLA Properties relating to the Green Valley arbitration. Included in Exhibit "A" is our Pre-Bill for the month of October, 2018 to date. Some portions of the statements have been redacted to protect attorney-client privileges, some entries which were for the related case Bidsal vs. Golshani now pending in the Nevada District Court relating to the Mission Square LLC. Some of the time entries have been adjusted with handwritten notations made by me to reflect adjustments in the amounts charged where I thought it was appropriate. I am also one of the custodians of records at the Law Offices of Rodney T. Lewin who maintains the files in connection with my firm's representation of CLA in this action. The bills attached as Exhibit "A" reflect the daily time entries made by me, Richard Agay, and legal assistant Jack Margolin working on this matter under my supervision and direction. These billing records were made in the regular course of business, made at or near the actions described therein. The billing is recorded daily into a computer program and a monthly bill is created therefrom. The method employed to prepare the billing records insure that the records are accurate and trustworthy. The time spent on this matter was recorded in our file No. 7157. This file number was assigned for the litigation associated with arbitration between CLA and Mr. Bidsal.

1 3. The following persons assisted me in working on this action and performed work in
 2 connection with it: Richard Agay, Esq. whose normal hourly rate is \$395 per hour and Jack
 3 Margolin (legal assistant), whose normal hourly rate \$135.00. In addition, I billed my time on this
 4 matter at my standard hourly rate of \$475.00. Our local counsel, Louis Garfinkel, also worked on
 5 this matter and billed his time at his normal hourly rate of \$375.00 per hour. The rates charged by
 6 Mr. Agay, Mr. Garfinkel, Mr. Margolin and me in connection with this action are commensurate
 7 with our experience and are well within (or are below) the rates charged by similarly qualified
 8 and experienced attorneys and legal assistants in other similarly-sized firms in Los Angeles and
 9 Las Vegas handling matters such as this one.
 10

11
 12 4. I have reviewed every entry contained in the billing records submitted herewith. The
 13 billing records on a daily basis contain a reasonable description of the work performed and the
 14 time spent, all of which time was spent on CLA's behalf in this arbitration. The billing records
 15 accurately reflect the time spent each day and the entries were made soon after completion of the
 16 task referenced in the bills in the normal course of keeping track of the services provided. The
 17 description of services was also written by the individual performing the service. Each entry
 18 contained within the billing records for CLA reflects necessary and reasonable work in the
 19 prosecution and defense of this action.
 20

21 5. In summary, through the date of filing this Motion, including time spent in October
 22 preparing the Interim Award and this Motion, we have spent a total of 598.05 attorney hours on
 23 this arbitration (plus 34.4 hours of legal assistant time) prosecuting CLA's claims and defending
 24 against Mr. Bidsal's Counterclaim. Those hours are summarized in the billing records¹ but are
 25 also totaled below:
 26
 27
 28

¹ The time spent per month by attorney is summarized at the end of the bills; the hours computed herein have been reduced for hours which are not sought herein (i.e. redacted) or which have been adjusted.

- Rodney Lewin 151.05 hours
- Richard Agay 377 hours
- Louis Garfinkel 70 hours (per Mr. Garfinkel's declaration and billing)
- Jack Margolin 34.4 hours

6. Attached hereto as Exhibit "B" are true and correct copies of back-up documentation for the costs and expenses. The costs that were paid through my firm are detailed on the billing statements. In conjunction with that, I have attached copies of true and correct copies (redacted) of (i) portions of my American Express billing statement showing my travel expenses to Las Vegas, (ii) a billing summaries I have received from JAMS showing the payments made both by my office and directly by my client to JAMS for the cost of the arbitration and the arbitrator fees, and (iii) the invoice from Litigation Services and Technology, who provided the court reporter for the hearing. The JAMS fees were paid \$1,200.00 through my office, the balance being paid directly by CLA. In addition, I have attached copies of invoices and receipts I received from my client showing payment of his travel expenses back and forth from Las Vegas both for the deposition of David LeGrand on March 20, 2018 and for the arbitration as well as for our hotel stay on May 7 through 9, 2018. Although Shawn Golshani also attended the arbitration, and even though he assisted me during the arbitration, we are not seeking reimbursement for his travel and hotel expenses. Finally, I have attached true and correct copies of miscellaneous bills from my office showing costs incurred for deliveries. As for photocopy charges, those are recorded electronically through the operation of our copy machine. In order to make a copy, we have to insert a file number before the copy machine will make a copy. The copy charges are then tabulated by file number and the charges (20 cents for black and white and 75 cents for color) are then recorded onto the monthly billing statement. Each monthly statement has an amount set forth for photocopies which I reviewed for accuracy before the billing statements were sent out.

7. I have been practicing law for forty-two years. My practice has always focused on

1
2
3 business and real estate litigation. This matter was very heavily contested. Mr. Bidsal's litigation
4 tactics required us to review more than a thousand pages of documents going back many years.
5 The documents in this case filled several volumes of exhibits and the briefing in connection with
6 both the Rule 18 motions and the evidentiary hearing were detailed and voluminous. It was Mr.
7 Bidsal's litigation strategy and, frankly, assertions of false positions that caused CLA to incur a
8 significant amount of fees and costs that would have been otherwise unnecessary. Thus in
9 addition to preparing witness and exhibit lists and CLA's document production, as well as that of
10 Mr. LeGrand and Mr. Bidsal we drafted, edited and filed the following papers, and conducted
11 necessary research in connection therewith, including locating and assembling appropriate
12 exhibits thereto:
13

- 14 • October 25, 2017 Opposition to Motion To Stay Arbitration;
- 15 • January 8, 2018 Claimant's Rule 18 Motion Etc;
- 16 • January 19, 2018 Claimant's Response to Respondent's Opening Brief Etc.
- 17 • January 19, 2018 Claimant's Objections To Respondent's Evidence;
- 18 • January 25, 2018 Reply In Support of Claimant's Rule 18 Motion;
- 19 • May 3, 2018 Claimant's Hearing Brief;
- 20 • June 28, 2018 Claimant's Closing Argument Brief; and
- 21 • July 18, 2018 Claimant's Closing Argument Responsive Brief.
- 22
- 23

24 8. To highlight some of Mr. Bidsal's litigation tactics which caused us to perform
25 work (as is detailed in our billing statements attached as Exhibit __) I set forth the following:
26

27 8.1 On October 16, 2017, Bidsal filed a motion to stay the arbitration on the grounds that
28 the Operating Agreement required an attempt at resolution and none had taken place. In fact, as

1 successful. Bidsal's attorney, James Shapiro, had acknowledged that they had met and on
2 August 16, 2017, stating, into part, "[I]t appears that the matter will need to be resolved thro ugh
3 litigations as Mr. Golshani and Mr. Bidsal were unable to resolve their differences . . . Mr. Bidsal
4 is ready to proceed forward with Arbitration." As could be expected, the motion was denied, but
5 not before papers in opposition had to be prepared and a hearing conducted;
6

7 8.2 Everything that occurred after the hearing on Rule 18 motion could have been
8 avoided, but for Bidsal's frivolous claims. After all, in James Shapiro's July 7, 2017 offer on
9 behalf of Bidsal, he said "Unless contested in accordance with the provisions of Section 4.2 of
10 Article V of the Operating Agreement, the foregoing FMV [the \$5,000,000.00 amount] shall be
11 used to calculate the purchase price of the Membership Interest to be sold. Note: not the purchase
12 price for "your interest," but the purchase price "of the Membership Interest to be sold." Yet this
13 matter went on for months later with discovery, production and ultimately an evidentiary hearing,
14 all because Bidsal claimed the "FMV" was not "the foregoing FMV" stated in his July 7, 2017
15 offer. All that even though Bidsal's sole explanation was a claim that a layman's "technically
16 inappropriate" error could not change the proper interpretation, which necessitated our pointing
17 out that the statement was made by Bidsal through the mouth of his own attorney:
18
19

20 8.3 Bidsal's "Opening Brief" regarding the Rule 18 Motion dated January 8, 2018
21 ("BOB") consisting of some hundred pages or so, included as an exhibit "B" a purported copy of
22 Section 4 of Article V of the Green Valley Operating Agreement, and on its face acknowledges
23 that he has added language *not found* in Section 4;
24

25 8.4 To disprove Bidsal's contention that Mr. Golshani was the draftsman of Section 4,
26 CLA was forced to go through all the drafts to demonstrate how Section 4 came to be as it is,
27 including proving that Mr. Bidsal was in control of the final draft of the Operating Agreement,
28

1 and in the process demonstrate that the statement of “specific intent” was that of the attorney,
2 David LeGrand, and not Mr. Golshani. (The Arbitrator in his Merits Order No. 1 concurred with
3 CLA’s contention that even had Mr. Golshani had been the draftsman the result would be the
4 same);

5
6 8.5 CLA was forced to demonstrate the falsity of Bidsal’s repeated claim that the
7 “specific intent” “is not part of the buy-sell procedure” (e.g. BOB 13:19);

8
9 8.6 CLA was forced demonstrate the falsity of Bidsal’s repeated argument that “same
10 fair market value (FMV)” did not mean the same as in the offer;

11 8.7 Bidsal repeatedly argued (e.g., BOB p. 10:18) that CLA’s response to the offer by
12 CLA was improper. CLA was forced to demonstrate that Bidsal’s own reply of August 5, 2017
13 Bidsal has confirmed that the CLA response was proper but purportedly triggering new rights for
14 Bidsal, to wit the right of Bidsal to demand an appraisal.

15
16 8.8 The BOB was replete with evidence which violated the best evidence rule, lacked
17 foundation, was irrelevant, and consisted of inadmissible hearsay. As a result, CLA felt
18 compelled to file appropriate objections thereto;

19
20 8.9 Bidsal’s January 19, 2018 Responsive Brief (“RB”) was replete with false charges as
21 set out in fn. 2 of our Reply thereto, dated January 25, 2018 which required CLA to respond;

22
23 8.10 Bidsal submitted into evidence as Exhibit 351 a purported photo of a computer
24 screen, all for the purpose of proving his contention raised in his “trial brief” that he had not
25 received two e-mails from Mr. Golshani. Yet at the evidentiary hearing, he conceded he had not
26 only received but discussed these very e-mails!

27
28 8.11 Because of Bidsal’s claim that FMV is only the offered amount if the offer is

1 accepted, CLA was forced repeatedly to explain in briefs that such contention would make it
2 impossible to apply the formula to determine the "buyout amount." And similarly we were
3 forced repeatedly to note that Bidsal never responded to that fact. And it was that fact that was
4 ultimately relied upon by the Arbitrator in Merits Order No. 1.
5

6 8.12 Most of this would have been avoided but for Bidsal's refusal to acknowledge the
7 "stated intent" provision> The change in his position at the Rule 18 hearing which he made
8 only after the discussion of "rough justice" at the Rule 18 hearing is noteworthy. Initially when
9 the Arbitrator asked for each side's respective contentions regarding whether section 4.2 was
10 ambiguous, both CLA and Bid both said no! Only after the aforementioned comments (i.e.
11 "rough justice") did Bidsal change his tune.
12

13 9. In addition to the attorneys' fees CLA incurred, it also incurred costs and expenses in
14 connection with this arbitration. This included the Jams and Arbitrator fees as well as the costs
15 and expenses incurred in connection with the LeGrand deposition and attending the evidentiary
16 hearings in Las Vegas. Attached hereto as Exhibit "C" is a summary of the fees, costs and
17 expenses incurred and paid by CLA, including of the costs paid in connection with the travel
18 expenses for the Las Vegas arbitration.
19

20 10. I estimate that Mr. Agay and I will spend an additional 15 hours (subject to proof)
21 reviewing Mr. Bidsal's objections to the Interim Award and this motion (which objections are
22 expected to be voluminous), as well as analyzing the cases cited by Mr. Bidsal, preparing any
23 necessary evidentiary objections to the opposing declaration(s), researching and preparing the
24 reply memorandum in support of the motion, and preparing for and attending oral argument on
25 the motion. I request that the amount actually awarded take into consideration of that additional
26 time. Estimating the time at 10 hours at Mr. Agay's billing rate (\$395) and mine (\$475), based on
27
28

1 10 hours for Mr. Agay and 5 hours for me, the amount which has been added to our request is
 2 \$6,325.00, and which should be subject to final confirmation at the conclusion of the hearing.
 3

4 11. Thus, Claimant seeks a total award of attorneys' fees of \$255,403.75 (which includes
 5 the estimated fees of \$6,325.00)² and 29,200.07 in costs and expenses.
 6

7 I declare under penalty of perjury under the laws of the State of Nevada and the State of
 8 California that the foregoing is true and correct. Executed this 30th day of October, 2018 at
 9 Beverly Hills, California.
 10

11 
 12 _____
 13 RODNEY T. LEWIN
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² 15 hours which may be more or less depending on Respondent's opposition and submission of my actual
 APPENDIX (PX) 004754 the further hearing as outlined above

Exhibit “11”

Exhibit “11”

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James E. Shapiro, Esq.
 Aimee M. Cannon, Esq.
 SMITH & SHAPIRO, PLLC
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Douglas D. Gerrard, Esq.
 GERRARD COX LARSEN
 2450 St. Rose Pkwy., Suite 200
 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.

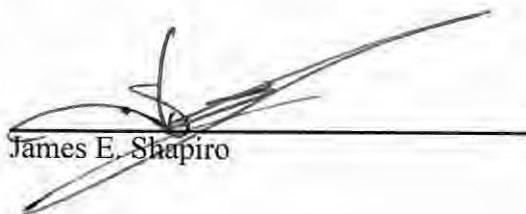
\\

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

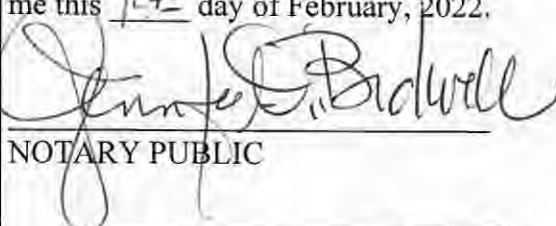
10. All of the attorneys' fees being requested are for work actually performed. This case required Claimant's attorneys to engage with Respondent's attorney over a nineteen-month period. Additionally, Respondent insistence in filing motions vastly increased the amount of attorney fees incurred in this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

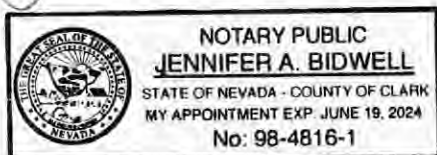
11. Finally, the result speaks for themselves. The Arbitrator has granted the vast majority of the Claimant's positions with respect to the motions and the Claimant is the prevailing party in the overarching Arbitration.

12. Further Affiant saith naught.


James E. Shapiro

SUBSCRIBED and SWORN to before
me this 14 day of February, 2022.


NOTARY PUBLIC



SMITH & SHAPIRO, PLLC
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Exhibit “12”

Exhibit “12”

SMITH & SHAPIRO, PLLC
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James E. Shapiro, Esq.
 Aimee M. Cannon, Esq.
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Douglas D. Gerrard, Esq.
 GERRARD COX LARSEN
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 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.)

SUPPLEMENTAL AFFIDAVIT OF ATTORNEY FEES
FOR DOUGLAS D. GERRARD, ESQ.

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss:

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

2. My normal hourly rate is \$450.00. Bidsal was charged my normal hourly rate of \$450.00 per hour in conjunction with this Arbitration.

3. A portion of my billing records have been redacted in accordance with the attorney work product doctrine and/or to protect attorney / client privileged communications and information.

4. My time in the present Arbitration is recorded in my electronic billing program.

5. I recognize that my billing records for the present Arbitration contained four erroneous entries. The first erroneous entry was made on November 16, 2020 and was for a \$3.50 cost that was for a separate matter. This erroneously entered cost was never sought in the present Application for

SMITH & SHAPIRO, PLLC
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Attorney Fees and Costs. The second erroneous entry was made on July 20, 2021 and was for 4.1 hours of work; this entry was for an alternate Bidsal matter. The third erroneous entry was made on January 21, 2021 and was for .10 hours of work; this entry was for an alternate matter. The fourth erroneous entry was made on August 27, 2021 and was for .60 hours of work; this entry was for an alternate matter. I have adjusted the total hours worked below to deduct the 4.8 hours of work.

6. Other than these four erroneous entries, to the best of my knowledge and belief, the entries contained in my billing statements relate only to the present Arbitration.

7. None of my billing records contained any white-colored redactions. All redactions were made in black.

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

<u>Name of Attorney</u>	<u>Hourly Billing Rate</u>	<u>Total Hours</u>	<u>Total Fees</u>
Douglas D. Gerrard, Esq.	\$450.00	305.8	\$137,610.00
TOTAL:			\$137,610.00

9. I did not charge Bidsal on a flat rate basis in conjunction with my representation. I charged Bidsal at my normal hourly rate, as indicated on the billing records previously submitted. Bidsal is not seeking reimbursement for any flat rate fee.

10. I am aware that in or around September 2020, Bidsal hired the law firm of Lewis Roca Rothgerber Christie LLP as primary counsel for appeals associated with the 2017 Arbitration involving Green Valley Commerce, LLC ("Bidsal's Appellate Counsel"). To the best of my knowledge and belief, since that time, most pleadings associated with that appeal have been drafted and filed by Bidsal's Appellate Counsel. Although I have consulted with Bidsal's Appellate Counsel and reviewed some appellate briefings, the work has been minimal.

11. All of the fees identified herein that were billed to Mr. Bidsal have been paid by Mr. Bidsal, in full.

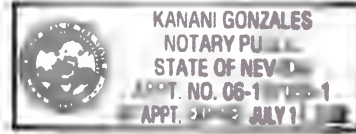
12. Further Affiant sayeth naught.



Douglas D. Gerrard

SUBSCRIBED and SWORN to before
me this 15th day of February, 2022.

Kanani Gonzales
NOTARY PUBLIC



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Exhibit “13”

Exhibit “13”

James D. Shapiro, Esq.
Aimee M. Cannon, Esq.
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Attorneys for Claimant

JAMS

SHAWN HIDSAL,

Claimant,

vs.

CLA PROPERTIES, L.L.C., a California limited
liability company,

Respondent.

Reference #: 1260005736

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

AMENDED VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS

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

Runner / Process Service Fees	\$100.65
Copies	\$1,342.00
Research / Lexis Nexis	\$181.15
AT&T Teleconference Line Charges	\$46.20
Deposition / Transcript Fees	\$17,885.25
JAMS Fees	\$41,208.79
Expert Witness Fees	\$94,881.30
TOTAL	<u>\$155,644.84</u>

1 DATED this 15th day of February, 2022.

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

STATE OF NEW YORK
COUNTY OF CLARK

I, JAMES T. DEVEREUX, Esq., as an attorney for Plaintiff SHAWN HUSAR, in the above-captioned matter, hereby state under oath that to the best of my knowledge and belief, and also based on information provided to me by ~~my~~ counsel (DUFFY VERRARD, Esq.), which I believe in good faith to be true, the costs in the above Verified Cost Memorandum are correct, and that the costs have been necessarily incurred in this action. Furthermore, to the best of my knowledge and belief, and also based on information provided to me by client, the costs in the above Amended Verified Cost Memorandum have been paid for by Mr. Husar, either directly or through reimbursement to the initial payor.

WATTD. this 15th day of February, 2022

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

Turner T-Sloop

SUBSCRIBED and SWORN to before
me this _____ day of February, 2022.

NOTARY PUBLIC

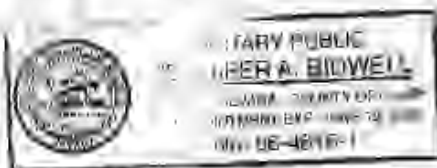


EXHIBIT 13-1

EXHIBIT 13-1

WEST COAST INVESTMENTS, INC.

14039 SHERMAN WAY, SUITE 201
VAN NUYS, CA 91405-2591

BANK OF AMERICA

ACH R/T 121000358
11-35/1210

1402

2/3/2022

PAY TO THE
ORDER OF

JAMS, Inc.

\$ **141.96

One Hundred Forty-One and 96/100*****

DOLLARS


JAMS, Inc.

P.O. Box 845402

Los Angeles, CA 90084

MEMO

Ref #: 1260005736-Rep#1


AUTHORIZED SIGNATURE

⑈001402⑈ ⑆121000358⑆ 325127150453⑈

WEST COAST INVESTMENTS, INC.

JAMS, Inc.

2/3/2022

1402

141.96

BOA 0453

Ref #: 1260005736-Rep#1

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WEST COAST INVESTMENTS, INC.

JAMS, Inc.

2/3/2022

1402

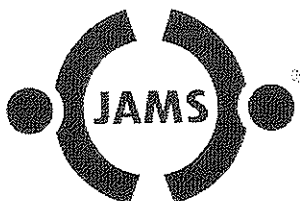
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BOA 0453

Ref #: 1260005736-Rep#1

141.96

APPENDIX (PX)004768

STATEMENT**Date**

1/01/2022 through 1/31/2022

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

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

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

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

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
Balance Forward:						(\$1,195.50)
1/3/22	Hon. David T Wall (Ret.) Review Submissions from the parties, including Respondents' Opposition to Claimant's Application for Fees and Costs, with attached exhibits; Claimant's Reply in Support of Application for Award of Attorney's Fees and Costs; Respondents' Supplemental Opposition to Application for Attorney's Fees with attached exhibit; and Claimant's Response to Respondents' Rogue Supplemental Opposition	2.80	\$525.00	\$1,470.00	2	\$735.00
1/5/22	Hon. David T Wall (Ret.) Telephonic Hearing with counsel regarding Claimant's Application for Attorney's Fees and Costs	0.50	\$525.00	\$262.50	2	\$131.25
1/30/22	Hon. David T Wall (Ret.) Review Submissions from the parties, including Respondent CLA's Second Supplemental Opposition to Application for Attorneys' Fees and Costs, with attached Declarations and exhibits	1.20	\$525.00	\$630.00	2	\$315.00
1/31/22	Case Management Fee					\$141.75
				Fees:		\$1,323.00
Expenses:						
1/7/22	Hon. David T Wall (Ret.) LOOP UP CHARGE for conference call between Neutral and counsel.			\$28.92	2	\$14.46
				Expenses:		\$14.46
				Total:		\$1,337.46

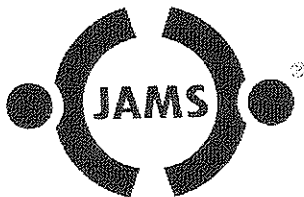
Payment Activity: (none)

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

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

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

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

STATEMENT**Date**

1/01/2022 through 1/31/2022

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
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Balance Due:

\$141.96

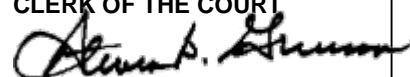
Unused Deposits will not be refunded until the conclusion of the case.

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

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

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

Electronically Filed
6/22/2022 3:28 PM
Steven D. Grierson
CLERK OF THE COURT



1 **APEN**

2 Louis Garfinkel, Esq.
3 Nevada Bar No. 3416
4 REISMAN SOROKAC
5 8965 South Eastern Ave, Suite 382
6 Las Vegas, Nevada 89123
7 Tel: (702) 727-6258/Fax: (702) 446-6756
8 Email: Lgarfinkel@rsnvlaw.com
9 *Attorneys for Movant CLA Properties, LLC*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

Case No. A-22-854413-J
Dept. No. 23

11 Movant (Respondent in
12 arbitration)

13 vs.

14 SHAWN BIDSAL, an individual,

15 Respondent (Claimant in
16 arbitration).

**APPENDIX TO MOVANT CLA
PROPERTIES, LLC'S MOTION TO VACATE
ARBITRATION AWARD (NRS 38.241) AND
FOR ENTRY OF JUDGMENT
(VOLUME 17 OF 18)**

17
18
19 Movant CLA Properties, LLC ("CLA"), hereby submits its Appendix in Support of its
20 Motion to Vacate Arbitration Award pursuant to NRS 38.241 and for Entry of Judgment.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

NOTE REGARDING INCORRECT INDEX

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

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

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

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

OPERATIVE PLEADINGS

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

FINAL AWARD

Jams Arbitration No.: 1260044569

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

ORDERS

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

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

FINAL AWARD
JAMS Arbitration No.: 1260005736

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

EXHIBITS

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

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

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

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1					[CLAARB2 002086]		
2	001828	3	173	06/30/17	GVC Equity Balances Computation [CLAARB2 001543] (111)	03/19/21	
3	001830	3	174	07/21/17	Email from Golshani to Main [CLAARB2 002017] (112)	04/26/21	
4	001832	3	175	07/25/17	Email Comm. Between Golshani and Main [BIDSAL 002033 – 002035] (114)	04/26/21	
5	001836	3	176	08/16/17	Email Comm. From Shapiro [CLAARB2 001221 – 001225] (117)	04/26/21	
6	001842	3	177	08/16/17	Email Comm. Between Golshani and Bidsal [CLAARB2 001244 – 001245] (118)	03/19/21	
7	001844	3	178	11/14/17	Email Comm. Between RTL and Shapiro [CLAARB2 001249] (123)	04/26/21	
8	001846	3	179	12/26/17	Letter from Golshani to Bidsal [CLAARB2 000112] (125)	04/26/21	
9	001848	3	180	12/28/17	Letter from Bidsal to Golshani [CLAARB2 002028] (126)		
10	001850	3	181	04/05/19	Arbitration Award [CLAARB2 002041 - 002061] (136)	03/19/21	
11	001872	3	182	06/30/19	Email from Golshani to Bidsal [CLAARB2 000247] (137)	03/19/21	
12	001874	3	183	08/20/19	Email from Golshani to Bidsal [CLAARB2 000249] (139)	03/19/21	
13	001876	3	184	06/14/20	Email Communication between CLA and [CLAARB2 001426] (153)	03/19/21	
14	001878	3	185	10/02/20	Claimant's First Supplemental Responses to Respondent's First Set of Interrogatories to Shawn Bidsal [N/A] (164)	03/19/21	
15	001887	3	186	02/19/21	Claimant's Responses to Respondent's Fifth Set of RFPD's Upon Shawn Bidsal [N/A] (165)	03/19/21	
16	001892	3	187	02/22/21	Claimant's Responses to Respondent's Sixth Set of RFPD's Upon Shawn Bidsal [N/A] (166)	03/19/21	
17	001895	3	188	07/11/05	2019 Notes re Distributable Cash Building C [CLAARB2 002109] (180)	04/26/21	
18	001897	3	189	12/06/19	Order Granting Petition for Confirmation of Arbitration Award and Entry of Judgment and Denying Respondent's Opposition and Counterpetition to Vacate the Arbitrator's Award [N/A] (184)	03/19/21	
19	001908	3	190	04/09/19	Plaintiff Shawn Bidsal's Motion to Vacate Arbitration Award [N/A] (188)	03/19/21	
20	001950	3	191	01/09/20	Notice of Appeal [N/A] (189)	03/19/21	
21	001953	3	192	01/09/20	Case Appeal Statement [N/A] (190)	03/19/21	
22	001958	3	193	01/17/20	Respondent's Motion for Stay Pending Appeal [N/A] (191)	03/19/21	
23							
24							
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26							
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002123	3	194	03/10/20	Notice of Entry of Order Granting Respondent's Motion for Stay Pending Appeal [N/A] (192)	03/19/21	
002129	3	195	03/20/20	Notice of Posting Cash In Lieu of Bond [N/A] (193)	03/19/21	
002134	3	196	Undated	(LIMITED) Arbitration #1 Exhibits 23 – 42 [DL 322, 323 – 350, 352 – 353] (Portions of 198 admitted: Exs. 26 and 40 within 198) (198)	44/26/21	
002197	3	197	07/11/05	Rebuttal Report Exhibit 1 Annotated (Gerety Schedule) (200)	03/19/21	
002201	3	198	08/13/20	Chris Wilcox Schedules (201)	03/18/21	
002214	3	199	12/31/17	Rebuttal Report Exhibit 3 (Gerety Formula) (202)	03/19/21	
002216	3	200	11/13/14 & 08/28/15	Distribution Breakdown (206)	04/27/21	

Motion to Replace Bidsal as Manager

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

"First Motion to Compel"

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

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

Motion No. 3

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

"Second Motion to Compel"

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

"Motion to Continue"

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

3

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

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

12

13 **"Main Motion to Compel"**

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

23

24 **"Motion for Orders"**

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

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

“Motion in Limine - Taxes”

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

“Motion in Limine - Tender”

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

“Motion to Withdraw Exhibit”

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

“LeGrand Motion”

App.	PART	EX. No.	DATE	DESCRIPTION
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004178	14	249	05/21/21	Respondent's Brief Re: (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004194	14	250	06/11/21	Claimant Shawn Bidsal's Brief Regarding the Testimony of David LeGrand
004289	14	251	07/09/21	CLA's Properties, LLC Supplemental Brief Re. (1) Waiver of The Attorney-Client Privilege; and (2) Compelling The Testimony of David LeGrand, Esq.
004297	14	252	07/23/21	Claimant Shawn Bidsal's Supplemental Brief Regarding the Testimony of David LeGrand
004315	14	253	09/10/21	Order Regarding Testimony of David LeGrand

Motion re. Attorney's Fees

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

TRANSCRIPTS

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

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

OTHER

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

DATED this 22nd day of June, 2022.

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