

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

NAVNEET SHARDA,
TRATA INC.,
Appellant,
v.

STEVEN BARKET, et al.
Respondents.

No. 82360
Electronically Filed
Mar 03 2021 05:07 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department IV
County Clark Judge Honorable Nadia Krall
District Ct. Case No. A-17-756274-C

2. Attorney filing this docketing statement:

Attorney R. Christopher Reade, Esq Telephone (702) 764-4411
Firm Cory Reade Dows & Shafer
Address 1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128

Client(s) Navneet Sharda, an individual; Trata, Inc., a Nevada Corporation

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Michael R. Mushkin, L.J. Coppedge Telephone (702) 454-3333
Firm Mushkin & Coppedge
Address 6070 S. Eastern Ave. Suite #270,
Las Vegas, NV 89119

Client(s) Steven Barket, G65 Ventures LLC

Attorney Teletha Zupan, Daniel Marks Telephone (702) 386-0536
Firm Law Office of Daniel Marks Esq.
Address 610 South Ninth Street
Las Vegas, NV 89101

Client(s) Shafi Hirji, Shafik Brown, Furniture Boutique LLC

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Judgment after bench trial | <input checked="" type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input checked="" type="checkbox"/> Other (specify): <u>Issue Preclusion</u> |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Cancer Care Foundation, Inc., Plaintiff(s) vs. Shafik Hirji, Defendant(s) A-17-763985-C
Trata, Inc, Plaintiff(s) vs. Shafik Hirji, Defendant(s) A-17-763995-C
Michael Ahders, Plaintiff(s) vs. Boulevard Furniture, Inc., Defendant A-18-770121-C
(Consolidated with this case number)
Gordon & Silver, Plaintiff vs. Sharda, Defendant, A-15-712697-C

8. Nature of the action. Briefly describe the nature of the action and the result below:

This action stems from a dispute over a series of business loans that were provided to respondents Shafik and Brown by respondent Barket, where appellant Sharda and his company Trata, Inc. were benefactors set to provide funds under certain notes and receive benefits in the form of an ownership stake in certain businesses. The lower court dismissed this action for issue preclusion after finding that 5 Confessions of Judgment had all previously been voided by other courts, and further finding that further claims under these confessions of judgment were barred by res judicata. Sharda contends however that his counterclaims and cross-claims relating to a Non-Disparagement Agreement between respondent Barket and himself were not dismissed, and further are not barred by res judicata because they were raised in the oldest case number between the parties and which have not been adjudicated.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

1. Did the district court err in closing this case following its Findings of Fact and Conclusions of Law entered 12/14/2020, when the order did not specifically address the counterclaims and cross-claims at issue?
2. Does the Findings of Fact and Conclusions of Law entered 12/14/2020 constitute a final judgment of the counterclaims and cross-claims for the purposes of res judicata (claim preclusion?)
3. Does claim preclusion apply to appellant's counterclaims and cross-claims when the claims predate the confessions of judgment that were at issue in the Findings of Fact and Conclusions of Law entered on 12/14/2020?
4. Does claim preclusion apply to appellant's counterclaims and cross-claims when the Findings of Fact and Conclusions of Law entered on 12/14/2020 did not specifically address them and rule them dismissed?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Appellant has no knowledge of any other appeal raising the same or similar issues as raised in this instant appeal.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is neither presumptively retained by the Supreme Court or assigned to the Court of Appeals.

14. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? N/A _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice? Appellant does not possess any information that at this time would cause them to file any such motion.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from Dec 14, 2020

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served Dec 14, 2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☒ NRCP 59 Date of filing Dec 28, 2020

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion N/A

(c) Date written notice of entry of order resolving tolling motion was served N/A

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed Jan 13, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

The time limit for filing the notice of appeal is governed by NRAP 4(a)(1).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:
Appellant's contention on appeal is that the Findings of Fact and Conclusions of Law entered 12/14/2020 did not dispose of Appellant's counterclaims and cross-claims. However, the District Court Order states that final judgment adjudicated "the matter in its entirety."

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

STEVEN BARKET, Plaintiff/Counter-Defendant
G65 VENTURES LLC, Plaintiff/Counter-Defendant
SHAFIK HIRJI, Defendant/Counterclaimant
SHAFIK BROWN, Defendant/Counterclaimant
NAVEET SHARDA, Defendant/Counterclaimants
– See Attached Sheet

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

N/A

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

– See Attached Sheet

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☒ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

Appellant Sharda's counterclaims against Respondent Barket for breach of contract, breach of implied covenant of good faith and fair dealing
Appellant Trata, Inc.'s counterclaim for tortious interference with contractual relations against Respondent Barket.

(b) Specify the parties remaining below:
STEVEN BARKET, Plaintiff/Counter-Defendant
G65 VENTURES LLC, Plaintiff/Counter-Defendant
SHAFIK HIRJI, Defendant/Counterclaimant
SHAFIK BROWN, Defendant/Counterclaimant
NAVEET SHARDA, Defendant/Counterclaimants
– See Attached Sheet

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

Final Judgment states action adjudicated "the matter in its entirety."

27. Attach file-stamped copies of the following documents:

- é The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- é Any tolling motion(s) and order(s) resolving tolling motion(s)
- é Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- é Any other order challenged on appeal
- é Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Naveet Sharda, Trata, Inc.
Name of appellant

R. Christopher Reade, Esq
Name of counsel of record

Mar 3, 2021
Date

Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 3rd day of March, 2021, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.

6070 South Eastern Avenue, Ste. 270

Las Vegas, NV 89119

Attorneys for Steven Barket and G65 Ventures, LLC

LAW OFFICE OF DANIEL MARKS

Daniel Marks, Esq.

610 South Ninth Street

Las Vegas, Nevada 89101

Attorneys for Shafik Hirji, Shafik Brown and Furniture Boutique, LLC

Dated this 3rd day of March, 2021

Andrew M. David
Signature

22. List all parties involved in the action or consolidated actions in the district court:

TRATA, INC., Counterclaimaint

FURNITURE BOUTIQUE LLC, Defendant

MICHAEL AHDERS, Plaintiff in Consolidated Action

23. Give a brief description 3 to 5 words of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim

Respondent Barket's Claims against Respondent Hirji and Brown: breach of contract, breach of implied covenant of good faith and fair dealing, tortious breach of implied covenant of good faith and fair dealing, Breach of Fiduciary Duty, Unjust Enrichment, Declaratory Relief, Conversion. Dismissed with prejudice December 14th, 2020.

Appellant Sharda against Respondent Barket: Counterclaims for breach of contract, breach of implied covenant of good faith and fair dealing. The disposition of these claims is at issue on appeal. Dismissed with prejudice December 14th, 2020.

Appellant Trata Inc. against Respondent Barket: Tortious interference with contractual relations. Dismissed with prejudice December 14th, 2020.

Respondent Barket against Appellant Sharda: Unjust enrichment, Intentional interference with contractual relationship. Dismissed with prejudice December 14th, 2020.

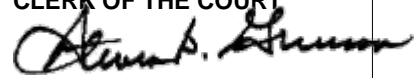
Respondents Hirji and Brown against Respondent Barket: Breach of contract, breach of implied covenant of good faith and fair dealing, fraud, conversion, unjust enrichment, Tortious interference with contractual relations, interference with prospective business advantage, False light. Dismissed with prejudice December 14th, 2020.

25. If you answered “No” to question 24, complete the following:

(b) Specify the parties remaining below:

TRATA, INC., a Nevada Corporation, Counterclaimant

FURNITURE BOUTIQUE LLC, Defendant



1 **ACOM**
2 **MCDONALD LAW OFFICES**
3 **BRANDON B. MCDONALD, ESQ**
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7 Henderson, Nevada 89052
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9 Facsimile: (702) 385-7411
10 *Attorneys for Plaintiffs*

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 STEVEN BARKET, an individual; and G65
11 VENTURES, LLC., a Nevada Limited Liability
12 Company,

12 Plaintiffs,

13 vs.

14 SHAFIK HIRJI, an individual; SHAFIK
15 BROWN, an individual; and NAVNEET
16 SHARDA, an individual; FURNITURE
17 BOUTIQUE, LLC., A Nevada Limited Liability
18 Company, and DOES 1-X, inclusive and ROE
19 CORPORATIONS XI through XX,

18 Defendants.

Case No.: A-17-756274
Dept. No.: XVIII

20 **AMENDED VERIFIED COMPLAINT**

21 COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald,
22 Esq. of MCDONALD LAW OFFICES and for their causes of action, allege as follows:

23 **PARTIES**

24
25 1. Plaintiff, Steven Barket, at all times relevant hereto, was and is an individual
26 residing and doing business in Clark County, Nevada.

2. Plaintiff G65 Ventures, LLC, at all times relevant hereto, was and is a Nevada limited liability company doing business in Clark County, Nevada.

3. Defendant Shafik Hirji at all times relevant hereto, was and is an individual residing and doing business in Clark County, Nevada.

4. Defendant Shafik Brown at all times relevant hereto, was and is an individual residing and doing business in Clark County, Nevada.

5. Defendant Dr. Navneet Sharda at all times relevant hereto, was and is an individual residing and doing business in Clark County, Nevada.

6. Defendant Furniture Boutique, LLC., at all times relevant hereto, was and is a Nevada Limited Liability Company doing business in Clark County, Nevada.

7. The true names or Capacities, whether individual, corporate, associate, or otherwise, of Defendants named herein as DOES I through X and ROE CORPORATIONS XI through XX, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious names; Plaintiffs are informed and believes and therein alleges that each of the Defendants designated herein as DOE and ROE are responsible in some manner for the events and happenings referred to, and caused damages proximately to Plaintiff, and Plaintiffs will ask leave of the Court to amend the Complaint to insert the true names and capacities of DOES I through X and ROE CORPORATIONS XI through XX, inclusive, when the same have been ascertained, and to join such Defendants in this action.

JURISDICTION

8. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

1 9. That the foregoing causes of action are related to individuals and entities who are
2 either incorporated in the State of Nevada or regularly conduct business within this jurisdiction.
3 Furthermore, the facts described in the General Allegations occurred in Clark County, Nevada.

4 10. This Court has subject matter and personal jurisdiction over the parties in this
5 proceeding; additionally, venue of this action is proper.
6

7 **GENERAL ALLEGATIONS**

8 11. Plaintiffs repeat and reallege each and every allegation contained in the foregoing
9 paragraphs as though fully set forth herein.

10 12. Shafik Hirji and Shafik Brown are the owner-operators of three Furniture
11 Fashions store locations, (hereafter “FF1”, “FF2”, and “FF3”).
12

13 13. Around November 2016, Plaintiff Steven Barket (Hereinafter “Barket”) and
14 Defendants Shafik Hirji (Hereinafter “Hirji”) and Shafik Brown (Hereinafter “Brown”) began
15 discussing the financing of a new furniture store, Furniture Fashions store no. 4, (Hereafter
16 “FF4”).

17 14. On January 20, 2017, Plaintiff Barket and Defendants Hirji and Brown entered
18 into an agreement (herein after the “Agreement”) (attached herein as Exhibit 1) to form a new
19 company, separate from all other Furniture Fashions stores, which would be known as Sunset
20 Furniture, Inc., (hereinafter “Sunset”).
21

22 15. FF4 would be located at the corner of Sunset Road and Stephanie Street in
23 Henderson, NV.

24 16. The contract calls for Steven Barket to provide a million dollar (\$1,000,000.00) in
25 funding to be repaid from the furniture stores and Brown Enterprises and Hirji and Brown to
26 provide their experience and retail knowledge for the operation of FF4.
27
28

1 17. The company would be set up as follows: 47.5% owned by Hirji and Brown;
2 47.5% controlled by a trust, whose trustee is Barket¹; and 5% controlled by a trust.

3 18. In exchange for the million-dollar funding, the contract also grants to Steven
4 Barket a 15% ownership of each of FF1, FF2, and FF3; or Hirji and Brown may, at the time of
5 funding, pay Barket one hundred and fifty thousand dollars (\$150,000.00) and FF1, FF2, and
6 FF3 will remain in the ownership and control of Hirji and Brown.

7 19. The contract also provides that in return for previous money raised 50% of
8 Olivia's Mexican Restaurant will be conveyed to Barket (25%) and to potential investor, Dr.
9 Navneet Sharda (25%) (Hereinafter "Sharda").

10 20. The contract also states that Barket will be paid \$60,000 for work and expenses
11 from November 2016 through the opening of FF4 by April 2017.

12 21. Barket secured the million dollars in funding by obtaining a loan on behalf of
13 Sunset from Sharda.

14 22. Upon information and belief, Sharda convinced Hirji and Brown that they could
15 proceed in this venture without Barket, and that they did not have to honor the Agreement and
16 that any ownership or profits that belonged to Barket should be given to Sharda.

17 23. Upon information and belief, Defendants formed a new company called Furniture
18 Boutique, LLC., (hereinafter "Boutique") and began to transfer assets from Sunset to this new
19 company, or to Brown and Hirji, keeping most transactions below \$10,000.00.

20 24. Barket became aware of issues with the use of funds when a check to a lender
21 bounced. He then demanded to see the rest of Sunset's checks and expenditures.

22 25. Defendants refused to allow Barket to see the company financial records.

23 ¹ Barket's interests would in part be held through G65 Ventures, LLC. Therefore, whenever reference is
24 this Complaint is made to "Barket" such reference also includes Plaintiff G65 Ventures, LLC.
25
26
27
28

26. As majority owner, Barket removed the current officers and appointed new officers. The new officers then retrieved the company's financials and became aware of the scope of Defendants' breaches, thefts, and frauds.

FIRST CAUSE OF ACTION
Breach Of Contract
(Against Hirji and Brown)

27. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

28. The Agreement is an enforceable contract to which Plaintiff and Defendants Hirji and Brown are parties.

29. Plaintiff Barket and Defendants Hirji and Brown entered into the Agreement for the formation of Sunset and the establishment of FF4.

30. Plaintiff Barket has abided by the terms of the Agreement and fulfilled his duties in accordance with the Agreement or has been excused from doing so.

31. These Defendants have materially breached the terms of the Agreement, among other things, in that they conspired to form Boutique to establish FF4 without the involvement of Barket, removed funds from Sunset and placed them in Boutique despite not owning a majority of Sunset, and failed to convey any of the promised ownership interest in Olivia's Mexican Restaurant to Barket.

32. As a direct and proximate result of Defendants' breaches of the Agreement, Plaintiffs have suffered damages in excess of \$15,000.00.

33. Plaintiffs have been required to engage the services of attorneys in these proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.

///

SECOND CAUSE OF ACTION
Breach Of The Implied Covenant Of Good Faith And Fair Dealing
(Against Hirji and Brown)

34. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

35. In every contract, there exists an implied obligation to act in good faith and deal fairly.

36. By engaging in the conduct described above and throughout the Complaint, Defendants have breached the implied covenant of good faith and fair dealing contained in the Agreement.

37. Defendants' breach has caused Plaintiffs to suffer damages in excess of \$15,000.

38. Plaintiffs have been required to engage the services of attorneys in these proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.

THIRD CAUSE OF ACTION
Tortious Breach Of The Implied Covenant Of Good Faith
And Fair Dealing
(Against Hirji and Brown)

39. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

40. Plaintiffs and Defendants Hirji and Brown entered into a valid contract.

41. In accordance with this Agreement, Defendants owed Plaintiffs a duty of good faith and fair dealing arising from this Agreement.

42. Upon information and belief, Plaintiffs especially relied and placed their trust in Defendants given their superior and entrusted position as President and shareholders of the company to faithfully perform in good faith this contract.

1 43. Defendants Brown owed a fiduciary duty to Plaintiffs given his capacity as
2 President of the company.

3 44. Defendants breached the duty of good faith and fair dealing by engaging in the
4 misconduct as set forth herein.

5 45. Defendants' breach has caused Plaintiffs to suffer damages in excess of
6 \$15,000.00.

7 46. Defendants acted with oppression, fraud and malice and as such the Plaintiffs are
8 entitled to an award of punitive or exemplary damages to be proven at trial.

9 47. Plaintiffs have been required to engage the services of attorneys in these
10 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
11 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.
12

13
14 **FOURTH CAUSE OF ACTION**
15 **Breach Of Fiduciary Duty**
 (Against Hirji and Brown)

16 48. Plaintiffs repeat and reallege each and every allegation contained in the foregoing
17 paragraphs as though fully set forth herein.

18 49. Defendants Hirji and Brown as President and Officers of Sunset, owed a fiduciary
19 duty to Plaintiff.

20 50. Plaintiffs had a right to expect trust and confidence in Defendants as officers and
21 directors of Sunset.

22 51. Defendants breach their fiduciary duty to Plaintiff.

23 52. Defendants' breach has caused Plaintiffs to suffer damages in excess of
24 \$15,000.00.

25 53. Defendants acted with oppression, fraud and malice and as such the Plaintiffs are
26 entitled to an award of punitive or exemplary damages to be proven at trial.
27
28

54. Plaintiffs have been required to engage the services of attorneys in these proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.

FIFTH CAUSE OF ACTION
Unjust Enrichment
(Against Hirji, Brown, Sharda, and Boutique)

55. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

56. Plaintiffs have procured money and property for Defendants through his performance of the Agreement.

57. Defendants have unjustly removed the money and property, procured for them by the Plaintiff, from Sunset and moved it to Boutique or personally to the Defendants, that if allowed to keep would be contrary to the fundamental principles of justice or equity and against good conscience.

58. Defendants' unjust enrichment and retention has caused Plaintiffs to suffer damages in excess of \$15,000.00.

59. Plaintiffs have been required to engage the services of attorneys in these proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.

SIXTH CAUSE OF ACTION
Declaratory Relief
(Against Hirji and Brown)

60. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

61. Defendants Hirji and Brown are the owners of Olivia's Mexican Restaurant.

1 62. Defendants Hirji and Brown promised to transfer 25% of Olivia's Mexican
2 Restaurant to Barket for previously raised money.

3 63. Defendants never transferred any ownership interests to Barket.

4 64. Plaintiffs seek a declaration from this court that Barket has a 25% equitable and
5 legal interest in Olivia's Mexican Restaurant.

6
7 **SEVENTH CAUSE OF ACTION**
8 **Conversion**
9 **(Against Hirji, Brown and Boutique)**

10 65. Plaintiffs repeat and reallege each and every allegation contained in the foregoing
11 paragraphs as though fully set forth herein.

12 66. Plaintiffs own a majority of shares in Sunset.

13 67. Defendants methodically and intentionally took, stole, or otherwise deprived
14 Plaintiffs and Sunset of all or most of the monetary assets raised by Barket which was held in
15 Sunset, and transferred them to Boutique without Plaintiff's permission.

16 68. Plaintiffs and Sunset have been unable to exercise enjoyment of this property.

17 69. As majority owner of Sunset, Plaintiff's rights to enjoy said property have been
18 derogated, defied, and excluded.

19 70. Plaintiffs have been damaged in an amount in excess of \$15,000.00.

20 71. Plaintiffs have been required to engage the services of attorneys in these
21 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
22 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.

23
24 **EIGHTH CAUSE OF ACTION**
25 **Intentional Interference With Contractual Relationship**
26 **(As Against Defendant Sharda)**

27 72. Plaintiffs repeat and reallege each and every allegation contained in the foregoing
28 paragraphs as though fully set forth herein.

1 73. A valid contract existed between Barket and Defendants Hirji and Brown.

2 74. Upon information and belief, Defendant Sharda knew that this contract existed as
3 he was promised 25% of the Olivia's Mexican Restaurant in the Agreement and had discussions
4 with Barket regarding the contract.

5 75. The acts of Defendant Sharda set forth above and throughout this Complaint were
6 performed for an improper purpose, specifically to harm Plaintiff's contractual relationship with
7 Defendants Hirji and Brown.

8 76. Defendant Sharda's actions caused Defendants Hirji and Brown to breach the
9 Agreement with Barket and to take steps to establish Boutique and steal assets from Sunset.

10 77. Defendant's conduct was performed through improper means, including tortuous
11 acts, breaches of contract, and violations of Nevada Law and equity.

12 78. Defendant acted with oppression, fraud and malice and as such the Plaintiffs are
13 entitled to an award of punitive or exemplary damages to be proven at trial.

14 79. As a result of Defendant's actions, Plaintiffs have been damaged in an amount in
15 excess of \$15,000.00 and the damages are ongoing.

16 80. Plaintiffs have been required to engage the services of attorneys in these
17 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
18 entitled to attorneys' fees and costs as special damages.

19 WHEREFORE, Plaintiffs prays for judgment against the Defendants as follows:
20

- 21 1. For compensatory damages in a sum according to proof at trial;
- 22 2. For special damages in a sum according to proof at trial;
- 23 3. For attorney's fees and costs of suit herein;
- 24 4. For punitive damages;
- 25 5. For pre-judgment and post-judgment interest; and
- 26
- 27
- 28

6. For such other and further relief as the Court may deem appropriate.

Dated this 11th day of August 2017

MCDONALD LAW OFFICES

By: /s/ Brandon B. McDonald
 BRANDON B. MCDONALD, ESQ.
 Nevada Bar No.: 011206
 252451 W. Horizon Ridge Pkwy., #120
 Henderson, Nevada 89052
Attorneys for Plaintiffs

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VERIFICATION

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

STEVEN BARKET, individually, and as the Sole Trustee of G Squared Trust which is the sole Manager of G65 Ventures LLC., being duly sworn, states that he is a plaintiff in this matter and represents the interest of himself and G65 Ventures LLC., in this matter, that he has read the foregoing Amended Complaint, and pursuant to NRS 53.045 declares under penalty of perjury, that the same is true and correct to the best of his knowledge, except as to the matters therein set forth upon information and belief, and as to those matters, he believes them to be true.

DATED this 11th of August 2017.

 /s/ Steven Barket
Steven Barket, individually and as Sole Trustee of G Squared Trust, sole Manager of G65 Ventures, LLC.

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Exhibit 1

Exhibit 1

January 20, 2017

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

The following parties:

- Shafik Hirji
- Shafik Brown
- Steven Barket

Make the following agreement of terms:

That Shafik Hirji and Shafik Brown are owner-operators of three Furniture Fashions locations, referred to subsequently as FF1, FF2 and FF3.

Whereas Shafik Hirji and Shafik Brown requested \$1 million to open and operate a fourth store, known as Furniture Fashions Store No. 4 (FF4), located in Henderson, Nevada, at the corner of Sunset and Stephanie (the old Sports Authority location with approx. 42,000 square feet), which is a new corporation -- a totally separate entity from all existing Furniture Fashions stores, locations and companies. The formation of this company will be known as Sunset Furniture Inc.

The company will be set up as follows:

- 47 ½ percent, Shafik Hirji / Shafik Brown
- 47 ½ percent controlled by a trust, whose trustee is Steven Barket
- 5 percent controlled by a trust

In exchange for the \$1 million investment, which constitutes all financing necessary for the opening of FF4, Steven Barket is additionally entitled to 15 percent ownership of each of FF1, FF2 and FF3, or at the time of funding \$150,000 will be paid to Barket and all ownership of FF1, FF2 and FF3 will remain in the ownership and control of Hirji and Brown.

Hirji and Brown provide the experience and retail knowledge for the operation of FF4 in exchange for their 47 ½ percent ownership compensation; Barket provides the necessary funding/lending for his 47 ½ percent ownership.

Additionally, in return for the previous money raised, Hirji and Brown will convey 50 percent of Olivia's Mexican Restaurant to Barket (25 percent) and potential investor, Dr. Navneet Sharda (25 percent).

As additional consideration, Barket will be paid \$60,000, which represents work and expenses of from Nov 2016 to the opening of FF4 by April 2017.

Hirji and Brown will continue to reimburse all out of pocket expenses for travel, work, time and entertainment as they relate to store projects -- including a fifth potential Furniture Fashions location on Craig Road in North Las Vegas.

Hirji and Brown also agree that the \$210,000 paid to Barket will be reimbursed to FF4 by way of profits from Yasmin Brown DBA account (ventures) and FF4 within 90 days of the opening of FF4. In addition the \$210,000 paid to Barket can be repaid from FF1, FF2, FF3, or a combination of the above. The consideration of repayment of the \$210,000 could come from furniture, labor or other tangible assets to FF4. All consideration would clear and concise, via invoices or time sheets, etc.

As proof of the ability to repay those funds, Hirji has provided bank statements from Bank of America as follows:

- DBA Brown Enterprises
Yasmin Brown Sole Proprietor
7560 Jacaranda Bay St.
Las Vegas, NV 89139-5313
- Account No. 5010 1844 3268

According to the records provided by Hirji, annual gross revenue deposited was more than \$8.5 million in 2016.

The information provided in these account statements to Barket show the revenue flow as well as Hirji/Brown family living expenses, car expenses, insurance, home payments, etc. Hirji/Brown stated that they were able to use the profits from their other automotive service business entity for all personal and living expenses, and that the profits from the initial three Furniture Fashions stores were above and beyond those income streams and could be used to help support the repayment to lenders.

In lieu of that ownership promise, Barket agrees to accept \$150,000 at the time of funding in lieu of that ownership.

In addition to this, all revenue earned at FF4 is to be used for the furtherance of FF4's success only. No FF4 funds are to be co-mingled with any of the other three stores. All advertising and marketing is to be split equally among the four stores - FF1 - 25%, FF2 - 25%, FF3 - 25% and FF4 - 25%. FF4 is to be a totally independent enterprise, which only shares the Furniture Fashion name and advertising and nothing else.

All furniture will be invoiced and paid directly to the supplier.

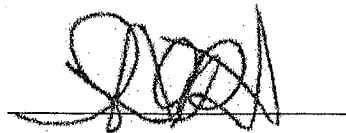
Melvin Anderson introduction fee: It is agreed that Anderson will be paid a flat fee of \$30,000 from FF4 over a six-month period in equal monthly payments of \$5,000 starting June 15, 2017 through December 15, 2017.

This is a confidential document for use between the parties named herein to memorialize the agreement between Barket, Hirji and Brown. Should any litigation arise from disputes related to this document, Hirji and Brown shall be liable.

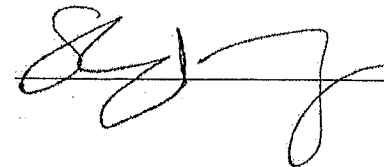
This document shall be available to Sharda or Anderson should a default of any kind occur on the part of Hirji/Brown. In the event of a default, Hirji/Brown will be liable for all legal expenses and fees.

It is further acknowledged that Barket, Hirji and Brown have all provided input regarding the points set forth in this document.

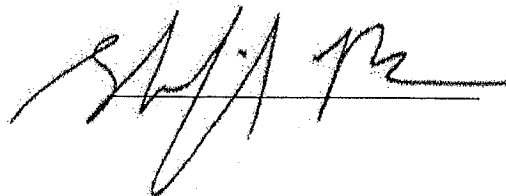
STEVEN BARKET

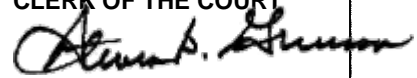
A handwritten signature in black ink, appearing to be 'S. Barket', written over a horizontal line.

SHAFIK HIRJI

A handwritten signature in black ink, appearing to be 'S. Hirji', written over a horizontal line.

SHAFIK BROWN

A handwritten signature in black ink, appearing to be 'S. Brown', written over a horizontal line.



AACC
LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
*Attorney for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65
VENTURES, LLC, a Nevada Limited Liability
Company,

Case No.: A-17-756274-C
Dept. No.: XVIII

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and NAVEET
SHARDA, an individual; FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

Defendants.

NAVEET SHARDA, an individual;
TRATA, INC., a Nevada Corporation;

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company;

Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

ANSWER TO AMENDED VERIFIED COMPLAINT AND COUNTERCLAIM

1 **ANSWER TO AMENDED VERIFIED COMPLAINT AND COUNTERCLAIM**

2 COMES NOW, Defendants, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC, by and
3 through their undersigned counsel, Daniel Marks, Esq., of the Law Office of Daniel Marks, and for their
4 Answer to Amended Verified Complaint hereby admit, deny, and allege as follows:

5 **ANSWER**

- 6 1. Answering paragraphs 1, 2, 3, 4, 5, 6, 9, 10, 12, 13, 15, 21, and 61, Defendants admits each
7 and every of the allegations contained therein.
- 8 2. Answering paragraphs 14, 16, 17, 18, 19, 20, 22, 24, 25, 26, 28, 29, 30, 31, 32, 33, 35, 36,
9 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 62, 63, 64, 66, 67,
10 68, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79, and 80, Defendants deny each and every allegation
11 contained therein.
- 12 3 Answering paragraph 23, Defendants admit that Defendants formed a new company called
13 Furniture Boutique, LLC, but deny the remaining allegations.

14 WHEREFORE, the Defendants pray that Plaintiffs take nothing by virtue of the Amended Verified
15 Complaint on file herein.

16 **AFFIRMATIVE DEFENSES**

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiffs have failed to state a claim against Defendants, Shafik Hirji, Shafik Brown, and
19 Furniture Boutique, LLC, upon which relief may be granted.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Plaintiffs claims are barred by the statute of frauds.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Plaintiffs claims are barred by the doctrine of unclean hands.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Plaintiffs claims are barred by the doctrine of latches.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 Plaintiffs claims are barred by the doctrine of estoppel.

28 /////

1 **COUNTERCLAIM**

2 COMES NOW, the Defendants/Counter-Claimants, Shafik Hirji, Shafik Brown, and Furniture
3 Boutique, LLC (collective referred to as "Counter-Claimants" and individually referred to as "Hirji",
4 "Brown", and "Boutique"), and Counterclaim against the Plaintiff/Counter-Defendant, Steven Barket
5 (hereafter "Barket") as follows:

6 **GENERAL ALLEGATIONS**

- 7 1. At all times material hereto, Counter-Defendant, Steven Barket was a resident of Clark
8 County, Nevada.
- 9 2. At all material hereto, Counter-Claimant, Shafik Hirji, was a resident of Clark County,
10 Nevada.
- 11 3. At all material hereto, Counter-Claimant, Shafik Brown, was a resident of Clark County,
12 Nevada.
- 13 4. At all times material hereto, Counter-Claimant, Furniture Boutique, LLC, was a limited
14 liability company organized and existing under the laws of the State of Nevada and doing
15 business in Clark County, Nevada.
- 16 5. That Counter-Defendant, Steven Barket, caused events to occur within the State of
17 Nevada out of which the Counter-Claimants' claims asserted herein arise.
- 18 6. The jurisdictional amount for establishing these claims is satisfied and exceeds Fifteen
19 Thousand Dollars (\$15,000.00).

20 **FACTS RELEVANT TO ALL CLAIMS**

- 21 7. In and around September 2016, Hirji and Barket met at the Mercedes dealer. Barket
22 purchased a sofa and other furniture from Furniture Fashions, which Hirji operated and
23 Brown owned.
- 24 8. Hirji and Barket quickly became close friends. The met often on a casual basis to discuss
25 their business operations over coffee or lunch.
- 26 9. Barket told Hirji he owned and/or operated various lucrative business ventures.
- 27 10. Barket told Hirji he was most passionate about his internet marketing business.

28 ////

11. In or around September/October 2016, Barket told Hirji that he finished a job for Sheldon Adelson, the owner of the Venetian Hotel & Casino, and was paid two hundred fifty thousand (\$250,000) dollars; and worked with many other reputable businessmen on Wall Street, Washington D.C., and Florida. Barket claimed that he received stock, which is now worth millions of dollars and wanted to make investments with it.
12. In and around September 2016, Barket told Hirji that he had a net worth of approximately eighteen million (\$18,000,000.00) dollars.
13. During their casual meetings, Hirji discussed his experiences operating various businesses Brown owned. Hirji discussed Boulevard Furniture Inc., which did business as Furniture Fashions. Furniture Fashions was a chain of furniture stores with three locations in Las Vegas, which Hirji's son, Brown owned and Hirji operated.
14. Hirji also discussed his operation of the Champagne Salon & Spa, which had two locations in Las Vegas.
15. In October 2016, Barket asked Hirji if he needed a loan for any reason. Barket explained that he had money and was looking for an opportunity to invest it with Brown and Furniture Fashions. Hirji believed they could use the extra money and said he would talk to Brown about it.
16. Hirji trusted Barket based on their friendship and Barket's representations that he owned and/or operated various lucrative business ventures.
17. Barket told Hirji that he wanted to invest two hundred thousand (\$200,000.00) dollars, but it would need to be structured as a loan from one of his businesses through his partner for tax purposes.
18. Barket told Hirji that for tax reasons the loan repayment would need to be structured with an interest rate of fifty (50%) percent for twelve (12) months. Hirji and Brown agreed.
19. On November 7, 2016, Hirji and Brown went to the Law Office of Cohen-Johnson, LLC, executed a secured promissory note and security agreement on behalf of Boulevard Furniture Inc. for a loan from Cancer Center Foundation, Inc., and received a check for two hundred thousand (\$200,000.00) dollars.

- 1 20. In November 2016, shortly after the first loan, Barket approached Hirji and said he had
2 another one hundred thousand (\$100,000.00) dollars he wanted to invest with Brown and
3 Furniture Fashions.
- 4 21. Barket reiterated that the second investment would need to be structured as a loan from
5 one of his businesses through his partner for tax purposes.
- 6 22. Barket told Hirji that for tax reasons the loan repayment for the second loan would need
7 to be structured with an interest rate of forty-eight (48%) percent for twelve (12) months.
8 Hirji and Brown agreed.
- 9 23. Shortly thereafter in November 2016, Hirji and Brown went to the Law Office of Cohen-
10 Johnson, LLC, executed a secured promissory note and security agreement on behalf of
11 Boulevard Furniture Inc. for the second loan with Michael Anders, and received a check
12 for one hundred thousand (\$100,000.00) dollars.
- 13 24. In December 2016, Barket learned that Brown bought Olivia's Mexican Restaurant & Bar
14 in Las Vegas. Hirji asked Barket if he wanted to invest three hundred thousand
15 (\$300,000.00) dollars into Olivia's Mexican Restaurant & Bar. Barket said yes.
- 16 25. Barket reiterated that for tax reasons, the three hundred thousand (\$300,000.00) dollar
17 investment would have to be characterized as a loan and would have to go through one of
18 his business and be handled by one of his partners.
- 19 26. Hirji informed Barket that the third loan/investment would have to be structured as a four
20 (4) year loan with an interest rate of ten (10%) percent. Barket agreed. Shortly before
21 Hirji and Brown were to execute the secured promissory note and security agreement for
22 the third loan, Barket informed Hirji that he had one hundred thousand (\$100,000.00)
23 dollars available at that time, but would have the other two hundred thousand
24 (\$200,000.00) dollars shortly thereafter and would amend the note and security agreement
25 for the third loan at that time.

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- 1 27. On December 20, 2016, Hirji and Brown went to the Law Office of Cohen-Johnson, LLC,
2 executed a secured promissory note and security agreement on behalf of Boulevard
3 Furniture Inc. for the third loan from Cancer Center Foundation, Inc., and received a
4 check for one hundred thousand (\$100,000.00) dollars.
- 5 28. Barket did not provide the additional two hundred thousand (\$200,000.00) dollars for
6 Olivia's Mexican Restaurant & Bar or amend the note and security agreement for the
7 third loan.
- 8 29. Later, Hirji and Brown discovered the note for the third loan provided that it would need
9 to be repaid within four months with an interest rate of fifty (50%) percent.
- 10 30. In or around October/November 2016, Barket approached Hirji and suggested that they
11 open a new furniture store with Brown that would be completely separate and
12 independent from Furniture Fashions.
- 13 31. Hirji told Barket that they would need one million (\$1,000,000.00) dollars to open a new
14 furniture store.
- 15 32. Hirji proposed two different possible locations for the new store. One location was on
16 Craig and the other location was at the corner of Sunset Road and Stephanie Street in
17 Henderson, Nevada.
- 18 33. In or around the end of November/ beginning of December 2016, Barket, Hirji and Brown
19 agreed to embark on a new furniture business, which they would call Sunset Furniture,
20 Inc. ("Sunset"). They agreed for the location to be at the corner of Sunset Road and
21 Stephanie Street in Henderson, Nevada.
- 22 34. Barket and Hirji agreed that Barket would invest one million (\$1,000,000.00) dollars into
23 "Sunset" and Hirji and Brown would operate Sunset, which would open in April 2017.
- 24 35. Barket would receive a fifty (50%) percent interest in Sunset and Hirji and Brown would
25 receive a combined interest of fifty (50%) in Sunset. Hirji would receive a twenty five
26 (25%) individual interest and Brown would receive a twenty five (25%) percent
27 individual interest in Sunset.

28 ////

- 1 36. Brown filed the necessary paperwork for Sunset to become an active domestic
2 corporation in Nevada on January 17, 2017.
- 3 37. Barket reiterated that for tax reasons, the million dollar deal would need to be structured
4 as a loan through one of his businesses and would be handled by one of his partners.
- 5 38. Barket told Hirji that for tax reasons the one million (\$1,000,000.00) dollar loan
6 repayment for the fourth loan would need to be structured with an interest rate of fifty
7 (48%) percent for the first five payments, and then be reduce to an interest rate of ten
8 (10%) percent for the remaining 43 months of the loan. Hirji and Brown agreed.
- 9 39. On January 20, 2016, Hirji and Brown went to the Law Office of Cohen-Johnson, LLC,
10 executed a secured promissory note and security agreement for loan number 4 on behalf
11 of Sunset Furniture, Inc., from Trata, Inc., and received a check for one million
12 (\$1,000,000.00) dollars.
- 13 40. From November 7, 2016 to March 4, 2017, Barket demanded for Hirji to pay him a total
14 of approximately three hundred seventy five thousand (\$375,000.00) dollars. During this
15 period, Hirji paid Barket three hundred seventy five thousand (\$375,000.00) dollars.
- 16 41. From January 20, 2017 to February 24, 2017, Barket demanded and received
17 approximately two hundred fifty thousand (\$250,000.00) dollars from Hirji.
- 18 42. Barket claimed that he would return the money within a few weeks.
- 19 43. Barket did not return any of the money, but instead demanded for Hirji to pay him
20 additional money.
- 21 44. Hirji and Brown refused.
- 22 45. Barket got angry and threatened to harm Hirji physically and/or to harm Brown and
23 Hirji's family financially, if they did not give him more money.
- 24 46. Barket told Hirji that he would set up websites and take other action to smear Hirji and
25 his family's names and to portray them in a bad light to cause financial harm to their
26 family businesses if they did not give him more money.
- 27 47. Hirji and Brown refused to give Barket more money.

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- 1 48. On or about March 4, 2017, Hirji contacted Dr. Sharda to inform him that Barket had
2 taken approximately three hundred seventy five thousand (\$375,000.00) dollars from
3 them, that they did not have any more money to give to Barket, and did not have the
4 capital they needed to open the store.
- 5 49. Hirji informed Dr. Sharda that between January 20, 2017 and February 24, 2017, Barket
6 demanded and received approximately two hundred fifty thousand (\$250,000.00) dollars
7 from Hirji and claimed that he would get the money back to him within a few weeks.
- 8 50. Hirji explained to Dr. Sharda that Barket did not return any of the money, but instead
9 demanded for Hirji to pay him additional money. Hirji and Brown refused.
- 10 51. Hirji informed Dr. Sharda that up to that date, he had paid Barket approximately
11 \$375,000 for the loans Barket made through his businesses, that they did not have any
12 more money to give to Barket, that Barket was threatening to physically harm Hirji and/or
13 to financially harm Brown and Hirji's family, and that they were already two hundred
14 thousand (\$200,000.00) dollars short of the capital they needed to open the new furniture
15 store in April 2017.
- 16 52. Dr. Sharda informed Hirji of Barket's misrepresentations and specifically, that Barket did
17 not loan them any money, was not an agent of Cancer Center Foundation, Inc., and/or
18 Trata, Inc..and did not have the power to bind Cancer Center Foundation, Inc., and/or
19 Trata, Inc., Hirji and Brown stopped communicating with Barket.
- 20 53. Dr. Sharda informed Hirji that Barket did not apply any of the money to the outstanding
21 loans, that Barket did not make any of the loans or have any interest in Cancer Center
22 Foundation, Inc., or Trata, Inc.
- 23 54. Dr. Sharda informed Hirji that he was an agent of Cancer Center Foundation, Inc., and
24 Trata, Inc., and had the power to bind the businesses that loaned Hirji and Brown the
25 money for the benefit of Boulevard Furniture Inc., and Sunset Furniture, Inc.
- 26 55. Dr. Sharda agreed to make another loan, loan number 5, to Hirji and Brown for an
27 additional two hundred thousand (\$200,000.00) dollars to open the store in April 2017.
- 28 56. Brown formed Furniture Boutique, LLC (hereafter "Boutique").

- 1 57. Barket created post card mailers, which inferred Hirji was an untrustworthy, dishonest,
2 scam artist, who sets up fake business fronts, and commits bankruptcy fraud to escape his
3 creditors. Barket sent the post card mailers that portray Hirji in a false light to Hirji and
4 Brown's business associates, landlords, all of the tenants and employees surrounding each
5 business including all the tenants and employees in the boulevard mall, neighboring
6 business owners, and employees of Furniture Fashions, Champagne Salon & Spa,
7 Olivia's Mexican Restaurant & Bar, and Boutique.
- 8 58. Barket also sent the post card mailers to the neighbors in the communities that Hirji and
9 Brown lived in.
- 10 59. Barket also created various websites, including but not limited to, shafikhirji.com and
11 shadyshafik.com to smear Hirji and his family's name.
- 12 60. Barket portrayed Hirji and his family in a negative light by making statements similar to
13 the statements in the post card mailers to harm the reputation of Hirji and his family
14 and/or to financially harm Hirji, Brown, and their family.
- 15 61. In or around June/July 2017, Dr. Sharda, Hirji and Brown discussed opening another
16 Boutique at the Craig location he previously considered. Dr. Sharda told Hirji it sounded
17 like a good idea and to look into it.
- 18 62. When Hirji contacted his broker regarding the Craig location, he was informed that the
19 property owner would no longer do business with Hirji and Brown because of the
20 information the owner received from Barket.

21 **FIRST CAUSE OF ACTION AGAINST COUNTER-DEFENDANT STEVEN BARKET**
22 **(Breach of Contract)**

- 23 63. The Counter-Claimants restate the allegations set forth in Paragraphs 1 through 62 and
24 incorporates them herein by reference.
- 25 64. That in November 2016, Barket made a loan to Hirji and Brown for two hundred
26 thousand (\$200,000.00) dollars to be paid by his partners from his business. This loan
27 was to be repaid over a period of 12 months at an interest rate of fifty (50%) percent.

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- 1 65. Later that same month, Barket made a second loan to Hirji and Brown for one hundred
2 thousand (\$100,000.00) dollars to be paid by his partners from his business. This loan
3 was to be repaid over a period of 12 months at an interest rate of fifty (50%) percent.
- 4 66. That in December 2016, Barket made a third loan to Hirji and Brown for three hundred
5 thousand (\$300,000.00) dollars to be paid by his partners from his business. This loan
6 was to be repaid over a period of 48 months at an interest rate of ten (10%). However,
7 Barket only provided \$100,000 of the \$300,000. The loan period was for 4 months
8 instead of 48 months with an interest rate of fifty (50%) percent instead of ten (10%)
9 percent.
- 10 67. That in January 2017, Barket agreed to make a fourth loan to Hirji and Brown for one
11 million (\$1,000,000.00) dollars to be paid by his partners from his business. This loan
12 was to be repaid over a period of 48 months with an interest rate of forty-eight percent for
13 the first five payments and then be reduced to ten (10%) percent for the remaining 43
14 months of the loan.
- 15 68. Barket materially breached these agreements in that he did not actually loan any of the
16 money to Hirji and Brown or have any interest in Cancer Center Foundation, Inc., and
17 Trata, Inc.
- 18 69. Barket materially breached the agreements further by demanding and receiving a total of
19 approximately \$375,000 from Hirji and Brown between November 2016 and March 4,
20 2017, which he diverted for his own personal use and did not apply to any of the loans
21 made to Hirji and Brown by Cancer Center Foundation, Inc., and Trata, Inc.
- 22 70. Barket's conduct caused Hirji and Brown to breach the contracts with Cancer Center
23 Foundation, Inc., and Trata, Inc., because he took the money Hirji and Brown would have
24 used to repay the loans for his personal use and did not apply it to their loans.
- 25 71. That as a direct and proximate result of Barket's material breaches of contract as set forth
26 above, Counter-Claimants were damaged in a sum in excess of Fifteen Thousand Dollars
27 (\$15,000.00).

28 ////

1 72. It has been necessary for the Counter-Claimants to retain the services of an attorney to
2 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
3 attorney's fees and costs, prejudgment interest, and such other and further relief as the
4 court deems proper in this action.

5 **SECOND CAUSE OF ACTION**
6 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

7 73. The Counter-Claimants restate the allegations of Paragraphs 1 through 72 as set forth
8 above and incorporates them herein by reference.

9 74. That Barket and Hirji became close friends. Barket held himself out as an, educated,
10 experienced, and successful businessman.

11 75. That Hirji trusted, relied on and depended on Barket's statements, representations, and
12 actions, including but not limited to his representations that he was making the loans to
13 Hirji and Brown through his partners and businesses.

14 76. That the actions of Barket, individually, and on behalf of Sunset, breached the Covenant
15 of Good Faith and Fair Dealing between Hirji, Brown, and Barket.

16 77. The law requires that the relationship between Hirji, Brown and Barket, individually and
17 on behalf of Sunset, to have been characterized by a relationship of good faith and fair
18 dealing.

19 78. That the actions of Barket breached the covenant of good faith and fair dealing.

20 79. That because of the special relationships between Hirji, Brown, and Barket, Hirji and
21 Brown are entitled to tort damages in a sum according to proof.

22 80. Because the actions of Barket as set forth above, Hirji and Brown have suffered damages
23 in excess of Fifteen Thousand Dollars (\$15,000.00).

24 81. It has been necessary for the Counter-Claimants to retain the services of an attorney to
25 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
26 attorney's fees and costs, prejudgment interest, and such other and further relief as the
27 court deems proper in this action.

28 ////

THIRD CAUSE OF ACTION
(Fraud)

82. The Counter-Claimants restate the allegations of Paragraphs 1 through 81 as set forth above and incorporates them herein by reference.
83. That between September 2016 and March 4, 2017, Barket misrepresented his financial condition stating that:
- A. Barket had a net worth of eighteen million dollars;
 - B. That in November 2016, Barket agreed to loan Hirji and Brown for two hundred thousand (\$200,000.00) dollars to be paid by his partners from his business. This loan was to be repaid over a period of 12 months at an interest rate of fifty (50%) percent.
 - C. That in November 2016, Barket agreed to make a second loan to Hirji and Brown for one hundred thousand (\$100,000.00) dollars to be paid by his partners from his business. This loan was to be repaid over a period of 12 months at an interest rate of forty-eight (48%) percent.
 - D. That in December 2016, Barket agreed to make a third loan to Hirji and Brown for three hundred thousand (\$300,000.00) dollars to be paid by his partners from his business. This loan was to be repaid over a period of 48 months at an interest rate of ten (10%) percent. Hirji and Brown only received one hundred thousand (\$100,000.00) dollars of that amount and it was to be repaid within four (4) months with fifty (50%) percent interest.
 - E. That in January 2017, Barket agreed to make a fourth loan to Hirji and Brown for one million (\$1,000,000.00) dollars to be paid by his partners from his business. This loan was to be repaid over a period of 48 months at an interest rate of forty-eight (48%) percent for the first five payments and reduce to ten (10%) percent interest for the remaining 43 months.

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- 1 84. Barket knew that Hirji and Brown would rely upon his representations because he was
2 holding himself out as an educated and successful businessman with a net worth of
3 eighteen million dollars.
- 4 85. Hirji and Brown did rely on Barket's representations.
- 5 86. Hirji and Brown even paid Barket approximately three hundred seventy five thousand
6 (\$375,000.00) dollars based on his representations that he loaned the money and would
7 return it in a few weeks.
- 8 87. On March 4, 2017, Hirji called Dr. Sharda to inform him of the amount they had paid to
9 Barket, that Barket was demanding more money and threatening to harm Hirji and Brown
10 physically and financially if they did not comply, and that because of the money Barket
11 did not return they did not have enough capital to open Sunset in April.
- 12 88. Dr. Sharda informed Hirji that Barket did not loan them any money and that he did not
13 have any interest in the companies that loaned Hirji and Brown the money.
- 14 89. Hirji and Brown were deprived of three hundred seventy five thousand (\$375,000.00)
15 dollars, which would have reduced the amount of their loans if Barket had not made
16 misrepresentations about loaning them money.
- 17 90. Hirji and Brown were deprived of the interest rate reductions they thought they would
18 receive on the loans.
- 19 91. Hirji and Brown had to take out an additional loan for two hundred thousand
20 (\$200,000.00) dollars so they had sufficient capital to open the Boutique.
- 21 92. For the reasons stated above, Barket mislead Hirji and Brown and diverted three hundred
22 seventy five thousand (\$375,000.00) dollars for his personal use.
- 23 93. Hirji and Brown have been damaged in a sum in excess of Fifteen Thousand Dollars
24 (\$15,000.00).
- 25 94. It has been necessary for the Counter-Claimants to retain the services of an attorney to
26 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
27 attorney's fees and costs, prejudgment interest, and such other and further relief as the
28 court deems proper in this action.

FOURTH CAUSE OF ACTION
(Conversion)

95. The Counter-Claimants restate the allegations of Paragraphs 1 through 94 as set forth above and incorporates them herein by reference.
96. That from November 2016 to March 4, 2017, Barket engaged in intentional actions that constituted a conversion of the assets which properly belonged to Hirji, Brown, Furniture Fashions, and/or Sunset.
97. From November 7, 2016 through March 4, 2017, Barket demanded and received a total of approximately three hundred seventy five thousand (\$375,000.00) dollars from Hirji, which he diverted for his own personal use and did not apply to any of the loans made to Hirji and Brown by Cancer Center Foundation, Inc., and Trata, Inc.
98. As a direct and proximate result of the Barket's conversion of assets as set forth above, Hirji, Brown, Furniture Fashions, and Sunset have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
99. That the actions of the Defendants as set forth above were done with actual malice, fraud and/or oppression.
100. It has been necessary for the Counter-Claimants to retain the services of an attorney to prosecute this action and therefore, Counter-Claimants are entitled to reasonable attorney's fees and costs, prejudgment interest, and such other and further relief as the court deems proper in this action.

FIFTH CAUSE OF ACTION
(Unjust Enrichment)

101. The Counter-Claimants restate the allegations of Paragraphs 1 through 100 as set forth above and incorporates them herein by reference.
102. From November 7, 2016 through March 4, 2017, Barket demanded and received a total of approximately three hundred seventy five thousand (\$375,000.00) dollars from Hirji, which he did not apply to any of the loans made to Hirji and Brown by Cancer Center Foundation, Inc., and Trata, Inc.
103. Barket kept the monies for his own personal use.

- 1 104. Therefore, due to Barket's actions, set forth above, he was unjustly enriched by
2 approximately three hundred seventy five thousand (\$375,000.00) dollars.
- 3 105. Hirji and Brown were forced to take an additional loan, loan number 5, for two hundred
4 thousand (\$200,000.00) dollars from Dr. Sharda so that they had sufficient capital to open
5 the Boutique in April 2017 for Barket's breach. Hirji an Brown are entitled to recover the
6 interest on this loan from Barket.
- 7 106. Hirji and Brown are also required to pay a higher interest rate than the amount Barket
8 agreed to for the four loans between November 7, 2016 and January 20, 2017. Hirji and
9 Brown are entitled to recover the difference in the interest on these loans from Barket.
- 10 107. As a direct and proximate result of Barket's acts, as set forth above, the Counter-
11 Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
- 12 108. It has been necessary for the Counter-Claimants to retain the services of an attorney to
13 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
14 attorney's fees and costs, prejudgment interest, and such other and further relief as the
15 court deems proper in this action.

16 **SIXTH CAUSE OF ACTION**
17 **(Tortious Interference with Contractual Relationships)**

- 18 109. The Counter-Claimants restate the allegations of Paragraphs 1 through 108 as set forth
19 above and incorporates them herein by reference.
- 20 110. Counter-Claimants had a valid and existing lease agreement with their landlord.
- 21 111. Counter-Claimants had valid and existing business agreements with landlords, vendors,
22 suppliers, and local advertisers.
- 23 112. Barket knew about the lease agreement between counter-claimants and their landlord.
- 24 113. Barket knew about the business agreements between Counter-Claimants and landlords,
25 vendors, suppliers, and local advertisers.
- 26 114. On or about March 4, 2017, the Counter-Claimants refused to give Barket any additional
27 money. Barket threatened to harm the counter-claimants' businesses, reputations, and
28 their family, if they did not continue to give him money. The Counter-Claimants refused.

- 1 115. Barket engaged in intentional acts with the intent or plan to disrupt the contractual
2 relationship between the Counter-Claimants and their landlords by inducing the landlords
3 to breach their lease agreements.
- 4 116. Barket engaged in intentional acts with the intent or plan to disrupt the contractual
5 relationship between the Counter-Claimants and landlords, vendors, suppliers, and local
6 advertisers by inducing the landlords, vendors, suppliers, and local advertisers to breach
7 the agreement with the Counter-Claimants.
- 8 117. Barket's acts include but are not limited to sending post cards and/or flyers with
9 misleading information about Hirji to the landlords for Furniture Fashions as well as the
10 landlords for the Counter-Claimants' other businesses, neighboring store owners,
11 including all tenants and employees at the Boulevard Mall, the other business employees,
12 and customers, which cast the Counter-Claimants in a false light.
- 13 118. Barket's acts include but are not limited to sending the misleading post cards and/or
14 flyers to the Counter-Claimants friends, business associates, and neighbors residing in the
15 communities where the Counter-Claimants lived.
- 16 119. Barket's acts include but are not limited to creating websites with false and/or misleading
17 information about the Counter-Claimants, which cast the Counter-Claimants and their
18 family in a false light.
- 19 120. Barket's acts did actually disrupt the agreements between the Counter-Claimants and
20 their landlords, vendors, suppliers, and local advertisers. Some of the Counter-Claimants
21 suppliers required additional security from the Counter-Claimants in excess of the
22 customary amounts they paid.
- 23 121. Barket's acts did actually disrupt the agreements between the Counter-Claimants and
24 landlords, vendors, suppliers, and local advertisers.
- 25 122. Barket's acts did damage the agreements between the Counter-Claimants and their
26 landlords, vendors, suppliers, and local advertisers.
- 27 123. As a result of Barket's acts, Hirji and Brown had to close both locations for the
28 Champagne Salon & Spa and Olivia's Mexican Restaurant & Bar.

- 1 124. As a direct and proximate result of Barket's acts, as set forth above, the Counter-
2 Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
3 125. It has been necessary for the Counter-Claimants to retain the services of an attorney to
4 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
5 attorney's fees and costs, prejudgment interest, and such other and further relief as the
6 court deems proper in this action.

7 **SEVENTH CAUSE OF ACTION**
8 **(Interference with Prospective Business Advantage)**

- 9 126. The Counter-Claimants restate the allegations of Paragraphs 1 through 125 as set forth
10 above and incorporates them herein by reference.
11 127. The Counter-Claimants had prospective contractual relationships with owners/operators
12 of the surrounding businesses.
13 128. Barket knew the Counter-Claimants had prospective contractual relationships with
14 owners/operators of the surrounding businesses because Hirji and Barket discussed it
15 around the time they were negotiating the loans.
16 129. In or around June/July 2017, Dr. Sharda, Hirji and Brown discussed opening another
17 Boutique at the Craig location he previously considered. Dr. Sharda told Hirji it sounded
18 like a good idea and to look into it.
19 130. When Hirji contacted his broker regarding the Craig location, he was informed that the
20 property owner would no longer do business with Hirji and Brown because of the
21 information the owner received from Barket.
22 131. Barket intended to harm the Counter-Claimants by preventing such relationships from
23 developing. Barket engaged in intentional acts with the intent or plan to prevent such
24 relationships by sending post cards and/or flyers with misleading information about Hirji
25 to the landlords for the Counter-Claimants' businesses, the neighboring store
26 owners/operators, and Counter-Claimants' employees and customers, which cast the
27 Counter-Claimants in a false light. Barket also sent post cards and/or flyers to the
28 Counter-Claimants friends, business associates, and neighbors who lived in the same

1 communities as the Counter-Claimants.

2 132. Barket created various websites with false and/or misleading information about the
3 Counter-Claimants, which cast the Counter-Claimants in a false light with the desire or
4 intent to interfere with the Counter-Claimants' prospective contractual relationships.

5 133. Barket knew his conduct was certain or substantially certain to interfere with the Counter-
6 Claimants prospective contractual relationships.

7 134. Barket acts were improper as he did not have any privilege to engage in such acts or legal
8 justification for his conduct.

9 135. Barket's acts did cause actual harm to the Counter-Claimants by way destroying the
10 prospective relationships between the Counter-Claimants and their neighboring business
11 owners/operators.

12 136. As a direct and proximate result of Barket's acts, as set forth above, the Counter-
13 Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).

14 137. It has been necessary for the Counter-Claimants to retain the services of an attorney to
15 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
16 attorney's fees and costs, prejudgment interest, and such other and further relief as the
17 court deems proper in this action.

18 **EIGHTH CAUSE OF ACTION**
19 **(False Light)**

20 138. The counter-claimants restate the allegations of Paragraphs 1 through 138 as set forth
21 above and incorporates them herein by reference.

22 139. Barket published false and/or misleading information about Hirji and Brown.

23 140. The information portrayed Hirji and Brown in a false and/or misleading light.

24 141. Barket used the information to mislead Counter-Claimants' landlords, employee,
25 customers, neighboring business owners, friends, and neighbors and/or to imply or
26 suggest Hirji and/or Brown are untrustworthy scam artists and criminals, which is not
27 true.

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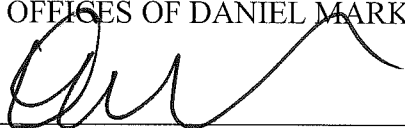
- 1 142. The information Barket published about Hirji and Brown is highly offensive and/or
2 embarrassing to a reasonable person with ordinary sensibilities.
- 3 143. Barket published the statements in post card mailers and various websites with reckless
4 disregard as to its offensiveness.
- 5 144. The statements Barket published have caused actual harm to the Counter-Claimants by
6 way of destroying the Counter-Claimants relationships and prospective relationships with
7 their landlords, neighboring business owners/operators, employees, customers, friends,
8 and neighbors in the community they lived in.
- 9 145. As a direct and proximate result of Barket's acts, as set forth above, the Counter-
10 Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
- 11 146. It has been necessary for the Counter-Claimants to retain the services of an attorney to
12 prosecute this action and therefore, Counter-Claimants are entitled to reasonable
13 attorney's fees and costs, prejudgment interest, and such other and further relief as the
14 court deems proper in this action.

15 WHEREFORE, Counter-Claimants pray for judgment against the Counter-Defendants:

- 16 1. For damages in a sum in excess of Fifteen Thousand Dollars (\$15,000.00);
- 17 2. For Counter-Claimants reasonable attorney's fees and litigation costs incurred;
- 18 3. For pre-judgment interest according to law;
- 19 4. For punitive damages; and
- 20 5. For such other and further relief as the Court deems just and proper.

21 DATED this 5 day of September, 2017.

22 LAW OFFICES OF DANIEL MARKS

23 
24 DANIEL MARKS, ESQ.
25 Nevada State Bar No. 002003
26 610 South Ninth Street
27 Las Vegas, Nevada 89101
28 (702) 386-0536; Fax (702) 386-6812
*Attorney for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC*

1 **CERTIFICATE OF SERVICE**

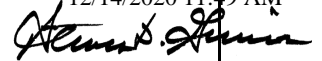
2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 5
3 day of September, 2017, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically
4 transmitted a true and correct copy of the above and foregoing **Answer to Amended Verified**
5 **Complaint and Counterclaim** by way of Notice of Electronic Filing provided by the court mandated E-
6 file & Serve system to the following:

7 Brandon McDonald, Esq.
8 2451 W. Horizon Ridge Pkwy., #120
9 Henderson, Nevada 89052
10 *Attorney for Plaintiffs*

11 Bryan Naddafi, Esq.
12 9480 S. Eastern Avenue, Ste. #257
13 Las Vegas, Nevada 89123
14 *Attorney for Defendant Navneet Sharda and*
15 *Counterclaimant Trata, Inc.*

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An employee of the
LAW OFFICE OF DANIEL MARKS



CLERK OF THE COURT

1 ORDR
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *Attorney for Defendants, Shafik Hirji,*
9 *Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC, a Nevada Limited Liability
11 Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

11 Plaintiffs,

12 vs.

13 SHAFIK HIRJI, an individual; SHAFIK
14 BROWN, an individual; and NAVEET
15 SHARDA, an individual; FURNITURE
16 BOUTIQUE, LLC, a Nevada Limited
Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

17 Defendants.

18 NAVEET SHARDA, an individual;
19 TRATA, INC., a Nevada Corporation;

20 Counterclaimants,

21 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

23 SHAFIK HIRJI, an individual; SHAFIK
24 BROWN, an individual; and FURNITURE
25 BOUTIQUE, LLC, a Nevada Limited
Liability Company;

26 Counter-Claimants,

27 vs.

28 STEVEN BARKET, an individual,

1 Counter-Defendant.

2 MICHAEL AHDERS, an individual, /

3 Plaintiff,

4 vs.

5 BOULEVARD FURNITURE, INC., a
6 Nevada corporation; SHAFIK HIRJI,
an individual; and SHAFIK
7 BROWN, an individual.

8 Defendants.
9 /

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCPP 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCPP 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
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1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

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1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judiciata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.
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- 1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).
- 15 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
16 Sanctions Pursuant to NRCP 11 on the basis that Defendants Shafik Hirji and
17 Shafik Brown and their counsels have allegedly knowingly, purposefully and
18 intentionally misrepresented the nature of payments made by them to Steven
19 Barket and Michael Ahders, because said arguments are false, have no merit, and
20 are without any evidentiary support.
- 21 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
22 is within the district court's sound discretion and will not be overturned absent a
23 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
24 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
25 frivolous actions, but they should not be imposed where the sanctions would have
26 a chilling effect and discourage attorneys from exercising imagination and
27 28

perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In & For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an award of Rule 11 sanctions against Defendants or defense counsel.
8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral estoppel, may be implicated when one or more of the parties to an earlier suit are involved in subsequent litigation on a different claim. Issues that were determined in the prior litigation arise in the later suit. If the common issue was actually decided and necessary to the judgment in the earlier suit, its relitigation will be precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered when a judgment is entered. *Id.* While issue preclusion is implicated when the parties to an earlier suit are involved in a subsequent litigation on a different claim, claim preclusion applies when a valid and final judgment on a claim precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.
9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case.
10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has held that the doctrine of res judicata precludes parties or those in privity with them from relitigating a cause of action or an issue which has been finally determined

1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.
8

9 **ORDERS**

10 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
12 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
13 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
14 EDCR 2.24.

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
16 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
17 Defendants' counter-motion for sanctions pursuant to EDCR 7.60 is DENIED.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
19 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
20 DENIED because there is no legal basis for an award of Rule 11 sanctions.

21 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
22 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
23 DENIED.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
25 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
26 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
27 to the loans alleged by Plaintiffs have been adjudicated as follows:
28

1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;

7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.

13
14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are DENIED as MOOT.

Dated this 14th day of December, 2020

Keray P Emley

C79 527 3602 8FF2

Kerry Earley

District Court Judge
Appellate Court content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

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and Trata, Inc.*

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

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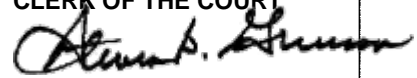
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Attorney for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65
VENTURES, LLC, a Nevada Limited Liability
Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and NAVEET
SHARDA, an individual; FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

Defendants.

NAVEET SHARDA, an individual;
TRATA, INC., a Nevada Corporation;

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company;

Counter-Claimants,

vs.

1 STEVEN BARKET, an individual,
2 Counter-Defendant.

3
4 MICHAEL AHDERS, an individual,
5 Plaintiff,

6 vs.

7 BOULEVARD FURNITURE, INC., a
8 Nevada corporation; SHAFIK HIRJI,
an individual; and SHAFIK
9 BROWN, an individual.

10 Defendants.

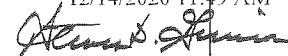
11 **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR**
12 **NOVEMBER 19, 2020 ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

13 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law for November 19,
14 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered in the above-entitled action on the
15 14th day of December, 2020, a copy of which is attached hereto.

16 DATED this 14th day of December, 2020.

17 LAW OFFICE OF DANIEL MARKS

18
19 /s/ Teletha Zupan, Esq.
DANIEL MARKS, ESQ.
Nevada Bar No. 002003
20 TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 12660
21 610 South Ninth Street
Las Vegas, Nevada 89101
22 *Attorneys for Defendants, Shafik Hirji,*
Shafik Brown, and Furniture Boutique, LLC



CLERK OF THE COURT

1 ORDR
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *Attorney for Defendants, Shafik Hirji,*
9 *Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC, a Nevada Limited Liability
11 Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

11 Plaintiffs,

12 vs.

13 SHAFIK HIRJI, an individual; SHAFIK
14 BROWN, an individual; and NAVEET
15 SHARDA, an individual; FURNITURE
16 BOUTIQUE, LLC, a Nevada Limited
Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

17 Defendants.

18 NAVEET SHARDA, an individual;
19 TRATA, INC., a Nevada Corporation;

20 Counterclaimants,

21 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

23 SHAFIK HIRJI, an individual; SHAFIK
24 BROWN, an individual; and FURNITURE
25 BOUTIQUE, LLC, a Nevada Limited
Liability Company;

26 Counter-Claimants,

27 vs.

28 STEVEN BARKET, an individual,

1 Counter-Defendant.

2 MICHAEL AHDERS, an individual,

3 Plaintiff,

4 vs.

5 BOULEVARD FURNITURE, INC., a
6 Nevada corporation; SHAFIK HIRJI,
an individual; and SHAFIK
7 BROWN, an individual.

8 Defendants.
9

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCP 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCP 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
27
28

1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

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1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judicata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.
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CONCLUSIONS OF LAW

1. **THE COURT HEREBY CONCLUDES** that EDCR 2.24(b) states that a party seeking reconsideration of a ruling of the court must file a motion for such relief within 14 days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).
2. **THE COURT FURTHER CONCLUDES** that Plaintiffs' motion for entry of confession of judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019 in Case No. A-18-770121-C, which was consolidated with this matter (Case No.: A-17-756274-C), wherein the Court held that the Confession of Judgment dated November 21, 2016 for \$100,000 plus interest was void under NRCp 60(b). This Court set aside and vacated the Confession of Judgment, granted Defendants motion for stay of execution, and consolidated the two matters.
3. **THE COURT FURTHER CONCLUDES** that Defendants filed a Countermotion for Sanctions Pursuant to EDCR 7.60 requesting sanctions under EDCR 7.60. Defendants argue that Plaintiffs motion is a frivolous motion and unnecessarily multiplies proceedings in a case to increase costs because Plaintiffs blatantly disregarded this Court's April 25, 2019 Order (which was entered on May 17, 2019). On December 13, 2019, Plaintiffs re-filed the same voided Confession of Judgment in the new action Case No. A-19-806944-C before Judge Cory and began to execute upon it, and attempted to take a third bite at the apple by filing the pending motion to enforce the same voided confession of judgment for a third time.

- 1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).
- 15
- 16 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
17 Sanctions Pursuant to NRCP 11 on the basis that Defendants Shafik Hirji and
18 Shafik Brown and their counsels have allegedly knowingly, purposefully and
19 intentionally misrepresented the nature of payments made by them to Steven
20 Barket and Michael Ahders, because said arguments are false, have no merit, and
21 are without any evidentiary support.
- 22 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
23 is within the district court's sound discretion and will not be overturned absent a
24 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
25 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
26 frivolous actions, but they should not be imposed where the sanctions would have
27 a chilling effect and discourage attorneys from exercising imagination and
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1 perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In*
2 *& For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

3 7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an
4 award of Rule 11 sanctions against Defendants or defense counsel.

5 8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral
6 estoppel, may be implicated when one or more of the parties to an earlier suit are
7 involved in subsequent litigation on a different claim. Issues that were determined
8 in the prior litigation arise in the later suit. If the common issue was actually
9 decided and necessary to the judgment in the earlier suit, its relitigation will be
10 precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180,
11 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered
12 when a judgment is entered. *Id.* While issue preclusion is implicated when the
13 parties to an earlier suit are involved in a subsequent litigation on a different
14 claim, claim preclusion applies when a valid and final judgment on a claim
15 precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v.*
16 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of*
17 *Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

18 9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
19 adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048,
20 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the
21 same, (2) the final judgment is valid, and (3) the subsequent action is based on the
22 same claims or any part of them that were or could have been brought in the first
23 case.
24

25 10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
26 held that the doctrine of res judicata precludes parties or those in privity with them
27 from relitigating a cause of action or an issue which has been finally determined
28

1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.

8 **ORDERS**

9 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
11 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
12 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
13 EDCR 2.24.
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
16 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
17 Defendants' countermotion for sanctions pursuant to EDCR 7.60 is DENIED.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
19 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
20 DENIED because there is no legal basis for an award of Rule 11 sanctions.

21 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
22 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
23 DENIED.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
25 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
26 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
27 to the loans alleged by Plaintiffs have been adjudicated as follows:
28

1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;
3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;
7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;
9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and
11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.
13

14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are DENIED as MOOT.

Dated this 14th day of December, 2020

Kerry S. Early

C79 527 3602 8FF2

Kerry Earley

District Court Judge
Approved for content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

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and Trata, Inc.*

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

15 Karen Foley	kfoley@mccnvlaw.com
16 Michael Mushkin	michael@mccnvlaw.com
17 Harold Gewerter	harold@gewerterlaw.com
18 Daniel Marks	Office@danielmarks.net
19 Danie Marks	Office@danielmarks.net
20 Daniel Marks	office@danielmarks.net
21 Jan Richey	jan@mcdonaldlawyers.com
22 Teletha Zupan	tzupan@danielmarks.net
23 Charles ("CJ") Barnabi Jr.	cj@mcdonaldlawyers.com
24 Sarah Lauer-Overby	sarah.lo@olympialawpc.com
25 Charles ("CJ") Barnabi Jr.	cj@barnabilaw.com
26	
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28	

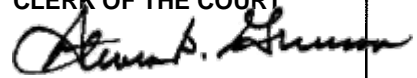
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Navneet Sharda & Trata, Inc.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

STEVEN BARKET, an individual; G65
VENTURES, LLC, a Nevada Limited Liability
Company,

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; NAVNEET SHARDA,
an individual; FURNITURE BOUTIQUE, LLC,
a Nevada Limited Liability Company; DOES I-
X; and ROE CORPORATIONS XI-XX,
inclusive,

Defendants.

NAVNEET SHARDA, an individual; TRATA,
INC.; A Nevada corporation,

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

Case No.: A-17-756274-C
A-18-770121-C

Dept. No.: IV

ORAL ARGUMENTS REQUESTED

Date of Hearing:
Time of Hearing:

**COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE
ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER
OR AMEND JUDGMENT**

COMES NOW Counterclaimants Navneet Sharda, an individual and Trata, Inc., a Nevada

1 corporation (hereinafter collectively referred to as "Counterclaimants"), by and through their
2 attorney of record, Karen H. Ross, Esq. of The Law Office of Karen H. Ross, and hereby file their
3 Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration and/or to
4 Alter or Amend Judgment.

5
6 The instant Motion is made and based upon the following Memorandum of Points and
7 Authorities, the Declaration of Navneet Sharda, the Declaration of Karen H. Ross, Esq., the
8 exhibits attached hereto, all papers and pleadings on file herein, and any oral arguments which
9 may be allowed by the Court.

10 DATED this 28th day of December, 2020.

11 THE LAW OFFICE OF KAREN H. ROSS

12 

13 KAREN H. ROSS, ESQ.
14 Nevada Bar No. 9299
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19 Fax: (702) 485-4125
20 karenross@khrlawgroup.com
21 *Attorney for Defendant/Counterclaimants*
22 *Navneet Sharda & Trata, Inc.*
23
24
25
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**DECLARATION OF KAREN H. ROSS, ESQ. IN SUPPORT OF
COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE
ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER
OR AMEND JUDGMENT**

I, KAREN H. ROSS, ESQ., declare:

1. I am counsel of record for Defendant/Counterclaimants, Navneet Sharda, and Trata, Inc., in this matter. The facts below in this Declaration are known to me personally or are based upon my information and belief, and if called upon to do so, I would competently testify under oath regarding same.
2. This Declaration is filed in support of Counterclaimants' Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment ("Motion").
3. That on December 9, 2020, Counterclaimants retained The Law Office of Karen H. Ross in the instant case.
4. That on June 1, 2017, Steven Barket and G65 Ventures, LLC, a Nevada Limited Liability Company filed a Verified Complaint asserting claims against Navneet Sharda. *See* Verified Complaint.
5. That on August 11, 2017, Steven Barket and G65 Ventures, LLC filed an Amended Verified Complaint. *See* Amended Verified Complaint.
6. That on September 5, 2017, Navneet Sharda and Trata, Inc., a Nevada corporation, asserted ("Counterclaimants") counterclaims against Steven Barket in District Court Case No. A-17-756274-C. *See* Answer and Counterclaim.
7. That Counterclaimants asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively "Counterclaims"). *Id.*

- 1 8. That on October 17, 2018, Counterclaimants retained new counsel, Harold P. Gewerter,
2 Esq. *See* Substitution of Attorney.
- 3 9. That upon information and belief, on January 4, 2018, Mr. Gewerter was suspended from
4 the practice of law for one (1) year, stayed for a period of two (2) years so long as he
5 complied with certain conditions. A true and correct copy of Order Approving Conditional
6 Guilty Plea Agreement is attached as Ex. 1.
- 7
- 8 10. That on May 31, 2019, Counterclaimant propounded written discovery (Requests for
9 Admissions; Interrogatories and Requests for Production of Documents). *See*
10 Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted.
- 11
- 12 11. That the responses to the Requests for Admissions were served July 8, 2019. A true and
13 correct copy of the February 4, 2020 Hearing Minutes are attached as Ex. 2.
- 14 12. That the Court determined the substantive responses stand and objections are waived due
15 to untimeliness. *Id.*
- 16 13. That on January 19, 2020, Plaintiffs filed a Motion for Entry of Confession of Judgment.
17 *See* Motion for Entry of Confession of Judgment.
- 18
- 19 14. That on February 4, 2020, Counterclaimants argued a Motion to Compel Responses to
20 Interrogatories and Requests for Production of Documents. *See* February 4, 2020 Hearing
21 Minutes, Ex. 2.
- 22 15. At that time, the Court determined a full response was required, to the extent it had not
23 been done, to the interrogatories and requests for production of documents, with any
24 deficiencies enumerated to Plaintiff and ordering the parties to conduct another
25 2.34. *See* February 4, 2020 Hearing Minutes, Ex. 2.
- 26
- 27 16. That on February 12, 2020, Defendants filed an Opposition to Plaintiffs' Motion for Entry
28 of Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60.

1 *See* Opposition to Plaintiffs' Motion for Entry of Confession of Judgment and
2 Countermotion for Sanctions Pursuant to EDCR 7.60.

3 17. That on March 6, 2020, Counter Claimants were awarded \$3,225.00 in attorneys' fees; the
4 Court determined discovery was due that had not been received, Counterclaimants have
5 been unable to take a deposition and discovery closed on March 5, 2020.

6 18. That on March 11, 2020, Plaintiffs filed a Reply in Support of Motion for Entry of
7 Confession of Judgment and Opposition to Countermotion For Sanctions. *See* Reply in
8 Support of Motion for Entry of Confession of Judgment and Opposition to Countermotion
9 For Sanctions.
10 For Sanctions.

11 19. That on March 16, 2020, the Court extended all discovery deadlines by four (4) months.

12 20. That on March 17, 2020, the Governor issued an Emergency Directive, stay at home orders,
13 due to COVID-19.

14 21. In connection therewith, Chief Judge Linda Marie Bell issued certain Administrative
15 Orders, limiting discovery and staying deadlines. *See* AO 20-09; AO 20-13 and AO 20-17.

16 22. That on April 6, 2020, upon information and belief, Mr. Gewerter received a Letter of
17 Reprimand. A true and correct copy of the Letter of Reprimand is attached as Ex. 3.

18 23. That on May 1, 2020, Plaintiffs filed a Motion for Sanctions Pursuant to NRCP 11. *See*
19 Motion for Sanctions Pursuant to NRCP 11.

20 24. That on May 22, 2020, Defendants' filed an Opposition to Plaintiffs' Motion for Sanctions
21 Pursuant to NRCP 11. *See* Opposition to Plaintiffs' Motion for Sanctions Pursuant to
22 NRCP 11.

23 25. That on July 29, 2020, Defendants filed a Motion to Dismiss With Prejudice and for
24 Related Relief. *See* Motion to Dismiss With Prejudice and for Related Relief.

25 26. That on September 2, 2020, Plaintiffs filed an Opposition to Motion to Dismiss. *See*
26 Opposition to Motion to Dismiss.
27
28

- 1 27. That on October 13, 2020, Defendants filed a Reply to Countermotion for Sanctions Per
2 EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment and Reply to Motion to
3 Dismiss. *See* Reply to Countermotion; *see also* Reply to Motion to Dismiss.
- 4 28. That on October 26, 2020, the Supreme Court of Nevada lifted the stay on Mr. Gewerter's
5 suspension for a period of one year. A true and correct copy of the Order of Suspension is
6 attached as Ex. 4.
- 7 29. That on November 19, 2020, an in chambers hearing was held regarding Plaintiff's Motion
8 for Entry of Confession of Judgment, Defendants' Countermotion for Sanctions Per EDCR
9 7.60, Defendant's Motion to Dismiss with Prejudice and for Related Relief and Plaintiff's
10 Motion for Sanctions Pursuant to NRCP 11.
- 11 30. That upon information and belief, on December 3, 2020, Mr. Gewerter informed Dr.
12 Sharda that he was no longer able to represent the Counterclaimants in this matter.
- 13 31. That upon information and belief, Dr. Sharda has been unable to retrieve a copy of his file.
- 14 32. That on December 4, 2020, the case was statistically closed, identifying "Involuntary
15 Dismissal" as the basis. *See* Civil Order to Statistically Close Case.
- 16 33. That on December 14, 2020, Findings of Facts and Conclusions of Law for November 19,
17 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered.
- 18 34. That I reviewed the docket and relevant case filings and minutes and did not identify any
19 adjudication of the Counterclaims.
- 20 35. To date, there has been no adjudication of the Counterclaims and therefore no final
21 judgment.
- 22 36. That upon information and belief, the case in entirety was closed due to an administrative
23 error.
- 24 37. That due to the administrative error, the case needs to be reopened and discovery needs to
25 be conducted to present facts essential to demonstrate that the subject agreement contained
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1 a non-disparagement provision, prohibiting either party from disparaging each other, a
2 stipulation of liquidated damages in the amount of \$250,000 and to injunctive relief. A
3 true and correct copy of the Agreement is attached as Ex. 5 at p.4.

4
5 38. That upon information and belief, Counter-Defendant created a website styled "Dr. Nav
6 Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat." A true and correct copy
7 of the Website Screenshots are attached as Ex. 6.

8 39. That discovery needs to be conducted to identify the developer of this website, Counter-
9 Defendant's intent to disparage Counter-Claimant, furthering his intent to interfere with
10 the loans for the furniture venture and Counter-Claimant's damages.

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

13
14 Executed this 28th day of December, 2020

15 THE LAW OFFICE OF KAREN H. ROSS

16 

17 KAREN H. ROSS, ESQ.
18 Nevada Bar No. 9299
19 2275 Corporate Circle, Suite 160
20 Henderson, Nevada 89074
21 *Attorney for Defendant/Counterclaimants*
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**DECLARATION OF NAVNEET SHARDA IN SUPPORT OF COUNTERCLAIMANTS'
MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE, MOTION FOR
RELIEF, RECONSIDERATION, AND/OR TO ALTER OR AMEND JUDGMENT**

I, NAVNEET SHARDA, declare:

1. I am Defendant/Counterclaimant in this matter and I am the sole officer of Trata, Inc.
2. The facts below in this Declaration are known to me personally or are based upon my information and belief, and if called upon to do so, I would competently testify under oath regarding same.
3. This Declaration is filed in support of Counterclaimants' Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment ("Motion").
4. That on June 1, 2017, Steven Barket and G65 Ventures, LLC, a Nevada Limited Liability Company filed a Verified Complaint asserting claims against me. *See* Verified Complaint.
5. That on August 11, 2017, Steven Barket and G65 Ventures, LLC filed an Amended Verified Complaint. *See* Amended Verified Complaint.
6. That on August 11, 2017, my counsel at the time, Bryan Naddafi, Esq., filed an Answer and Counterclaims against Steven Barket in District Court Case No. A-17-7562740C. *See* Answer and Counterclaim.
7. That the counterclaims asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively "Counterclaims"). *Id.*
8. That on October 17, 2018, I retained new counsel, Harold P. Gewerter, Esq. *See* Substitution of Attorney.
9. That on December 3, 2020, Mr. Gewerter informed me that he was no longer able to represent me or my company Trata, Inc. in this matter.
10. That I have made numerous attempts to receive a copy of my file.

- 1 11. That to date, I have been unable to retrieve a copy of the file.
- 2 12. That on December 9, 2020, I retained The Law Office of Karen H. Ross.
- 3 13. That at my initial meeting with Ms. Ross, I learned that the case had been closed.
- 4 14. That the counterclaims relate to a website styled "Dr. Nav Sharda, Radiation Oncologist
- 5 Las Vegas, A K A Dr. Deadbeat." A true and correct copy of the Website Screenshots are
- 6 attached as Ex. 6.
- 7
- 8 15. That upon information and belief, Counter Defendant developed this website.
- 9 16. That discovery needs to be conducted to identify the developer of this website, Counter-
- 10 Defendant's intent to disparage me furthering his intent to interfere with the loans for the
- 11 furniture venture and to damages.

12 Executed this 27th day of December, 2020

13

14 /s/ Navneet Sharda

15 NAVNEET SHARDA

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MEMORANDUM OF POINTS AND AUTHORITIES

I. PREFATORY STATEMENT

The instant motion is brought due to an administrative error that resulted in the closure of the case as a whole on December 4, 2020. However, there was no final judgment that was ever entered as to the counterclaims. Alternatively, the affirmative claims were disposed of by Findings of Facts and Conclusions of Law that were entered December 14, 2020 (“FFCL”). Because there is no final judgment, this motion seeks to re-open the case only as to the counterclaims.

II. STATEMENT OF FACTS

A. RELEVANT PROCEDURAL HISTORY

On September 5, 2017, Navneet Sharda and Trata, Inc., a Nevada corporation, asserted (“Counterclaimants”) counterclaims against Steven Barket in District Court Case No. A-17-756274-C. *See* Declaration of Karen H. Ross at ¶6. The Counterclaimants asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively “Counterclaims”). *Id* at ¶7. On October 17, 2018, Counterclaimants retained new counsel, Harold P. Gewerter, Esq. *Id* at ¶8. On January 4, 2018, Mr. Gewerter was suspended from the practice of law for one (1) year, stayed for a period of two (2) years so long as he complied with certain conditions. *Id* at ¶9. On May 31, 2019, Counterclaimant propounded written discovery (Requests for Admissions; Interrogatories and Requests for Production of Documents). *Id* at ¶10. The responses to the Requests for Admissions were served July 8, 2019. *Id* at ¶11. The Court determined the substantive responses stand and objections are waived due to untimeliness. *Id* at ¶12.

On January 19, 2020, Plaintiffs filed a Motion for Entry of Confession of Judgment. *Id* at ¶13. On February 4, 2020, Counterclaimants argued a Motion to Compel Responses to Interrogatories and Requests for Production of Documents. *Id* at ¶14. At that time, the Court

1 determined a full response was required, to the extent it had not been done, to the interrogatories
2 and requests for production of documents, with any deficiencies enumerated to Plaintiff and
3 ordering the parties to conduct another 2.34. *Id* at ¶15. On February 12, 2020, Defendants filed an
4 Opposition to Plaintiffs' Motion for Entry of Confession of Judgment and Countermotion for
5 Sanctions Pursuant to EDCR 7.60. *Id* at ¶16. On March 6, 2020, Counter Claimants were awarded
6 \$3225 in attorneys' fees; the Court determined discovery was due that had not been received,
7 Counterclaimants have been unable to take a deposition and discovery closed on March 5, 2020.
8 *Id* at ¶17. On March 11, 2020, Plaintiffs filed a Reply in Support of Motion for Entry of Confession
9 of Judgment and Opposition to Countermotion For Sanctions. *Id* at ¶18. On March 16, 2020, the
10 Court extended all discovery deadlines by four (4) months. *Id* at ¶19.

11
12 On March 17, 2020, the Governor issued an Emergency Directive, stay at home orders,
13 due to COVID-19. *Id* at ¶20. In connection therewith, Chief Judge Linda Marie Bell issued certain
14 Administrative Orders, limiting discovery and staying deadlines. *Id* at ¶21. On April 6, 2020, Mr.
15 Gewerter received a Letter of Reprimand. *Id* at ¶22. On May 1, 2020, Plaintiffs filed a Motion for
16 Sanctions Pursuant to NRCP 11. *Id* at ¶23. On May 22, 2020, Defendants filed an Opposition to
17 Plaintiffs' Motion for Sanctions Pursuant to NRCP 11. *Id* at ¶24. On July 29, 2020, Defendants
18 filed a Motion to Dismiss With Prejudice and for Related Relief *Id* at ¶25. On September 2, 2020,
19 Plaintiffs filed an Opposition to Motion to Dismiss. *Id* at ¶26. On October 13, 2020, Defendants
20 filed a Reply to Countermotion for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for
21 Entry of Judgment and Reply to Motion to Dismiss. *Id* at ¶27. On October 26, 2020, the Supreme
22 Court of Nevada lifted the stay on Mr. Gewerter's suspension for a period of one year. *Id* at ¶28.

23
24 On November 19, 2020, an in chambers hearing was held regarding Plaintiff's Motion for
25 Entry of Confession of Judgment, Defendants' Countermotion for Sanctions Per EDCR 7.60,
26 Defendant's Motion to Dismiss with Prejudice and for Related Relief and Plaintiff's Motion for
27 Sanctions Pursuant to NRCP 11. *Id* at ¶29. On December 3, 2020, Mr. Gewerter informed Dr.
28

1 Sharda that he was no longer able to represent the Counterclaimants in this matter. *Id* at ¶30. To
2 date, Dr. Sharda has been unable to retrieve a copy of his file. *Id* at ¶31. On December 4, 2020, the
3 case was statistically closed, identifying “Involuntary Dismissal” as the basis. *Id* at ¶32. On
4 December 14, 2020, Findings of Facts and Conclusions of Law for November 19, 2020 Order
5 Dismissing Plaintiffs’ Matter with Prejudice were entered. *Id* at ¶33.

7 **III. LEGAL AUTHORITIES AND ARGUMENT**

8 **A. REQUEST FOR CLARIFICATION**

9 **I. No Final Judgment on the Counterclaims.**

10 To date, there has been no adjudication of the Counterclaims and therefore no final
11 judgment. *See* Declaration of Karen H. Ross at ¶34. The case in entirety was closed due to an
12 administrative error. *Id* at ¶35. Due to the administrative error, the case needs to be reopened
13 and discovery needs to be conducted to present facts essential to demonstrate that the subject
14 agreement contained a non-disparagement provision, prohibiting either party from disparaging
15 each other, stipulating to liquidated damages in the amount of \$250,000 and to injunctive relief. *Id*
16 at ¶37. Counter-Defendant created a website styled “Dr. Nav Sharda, Radiation Oncologist Las
17 Vegas, A K A Dr. Deadbeat.” *Id* at ¶38. Discovery needs to be conducted to identify the developer
18 of this website, Counter-Defendant’s intent to disparage Counter-Claimant, furthering his intent to
19 interfere with the loans for the furniture venture and Counter-Claimant’s damages. *Id* at ¶39.

22 “With respect to an order clarifying a judgment or decree, the district court only has
23 inherent power to construe its judgments and decrees for the purpose of removing any ambiguity.”
24 *See Mizrachi v. Mizrachi*, 132 Nev. Adv. Op. 66, 385 P. 3d 982 (2016). A “clarification of a
25 judgment involves the district court defining the rights that have already been awarded to the
26 parties and leaves their substantive rights unchanged.” *Id*.

28 Here, the statistical case closure identifying “Involuntary Dismissal” filed December 4,
2020 and the FFCL entered December 14, 2020 (that did not address the counterclaims), were

1 ambiguous because the Orders did not specifically identify the counterclaims. For this reason,
2 Counterclaimants respectfully request clarification as to the judgment on the Counterclaims.

3 **B. REQUEST FOR RELIEF FROM THE DECEMBER 4, 2020 STATISTICAL**
4 **CASE CLOSURE PURSUANT TO NRCP 60.**

5 **NRCP 60 states in pertinent part:**

6 **(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.** The court
7 may correct a clerical mistake or a mistake arising from oversight or omission
8 whenever one is found in a judgment, order, or other part of the record. The court may
9 do so on motion or on its own, with or without notice. But after an appeal has been
docketed in the appellate court and while it is pending, such a mistake may be corrected
only with the appellate court's leave.

10 **(b) Grounds for Relief From a Final Judgment, Order, or Proceeding.** On motion
11 and just terms, the court may relieve a party or its legal representative from a final
12 judgment, order, or proceeding for the following reasons:

- 13 (1) mistake, inadvertence, surprise, or excusable neglect;
- 14 (2) newly discovered evidence that, with reasonable diligence, could not have
been discovered in time to move for a new trial under Rule 59(b);
- 15 (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation,
or misconduct by an opposing party;
- 16 (4) the judgment is void;
- 17 (5) the judgment has been satisfied, released, or discharged; it is based on an
earlier judgment that has been reversed or vacated; or applying it prospectively
is no longer equitable; or
- 18 (6) any other reason that justifies relief.

19 *See* NRCP 60

20 Because there was no final judgment on the counterclaims, a clerical error must have
21 occurred when the FFCL were entered as to the affirmative claims and as to other matters. For this
22 reason, relief from the statistical case closure is appropriate.

23
24 **1. BECAUSE COUNTER-DEFENDANT DID NOT MOVE FOR THE**
25 **COUNTERCLAIMS TO BE INVOLUNTARILY DISMISSED, THE**
“INVOLUNTARY DISMISSAL” IS AN ERROR.

26 On December 4, 2020, the Court issued an Order statistically closing the case, noting the
27 reason as “Involuntary Dismissal.” *See* Declaration of Karen H. Ross, Esq. at ¶32. The lower
28 right corner of the Order is stamped “Statistically closed: USJR – CV – Involuntary (statutory)

Dismissal (USID).”

NRCP 41(b), entitled “Involuntary Dismissal: Effect” provides:

If the plaintiff fails to comply with these rules or a court order, a defendant may move to dismiss the action or any claim against the defendant. Unless the dismissal order or an applicable statute provides otherwise, a dismissal under Rule 41(b) and any dismissal not under this rule--except one for lack of jurisdiction, improper venue, or failure to join a party under Rule 19--operates as an adjudication on the merits.

See NRCP 41(b).

NRCP 41(b) is different from its federal counterpart in that the Nevada rule does not take into account the plaintiff’s “failure to prosecute” a case, which is specifically reserved for NRCP 41(e). Because Counter-Defendant did not move for the Counterclaims to be Involuntarily Dismissed, the clerical error should be set aside.

C. REQUEST FOR RECONSIDERATION PURSUANT TO EDCR 2.24(b)

Pursuant to EDCR 2.24(b), a party seeking reconsideration of a ruling of the court must file a motion for such relief within fourteen (14) days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *See Masonry & Tile Contractors Ass’n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Here, to the extent the FFCL extends to the counterclaims, the involuntary dismissal is erroneous. The motions that were the subject of the FFCL did not seek adjudication of the counterclaims.

1. CLAIM PRECLUSION DOES NOT BAR THE COUNTERCLAIMS.

“Under Nevada law, claim preclusion applies when three factors are met: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case.” *See Cutts v. Richland Holdings, Inc.*, 953 F.3d 554, 557 (9th Cir. 2019), *certified question accepted*, 459 P.3d 233 (Nev. 2019), and *certified question dismissed*, 459 P.3d 226 (Nev. 2020). Under the

1 third prong, a compulsory counterclaim that was not brought in an earlier action is subject to claim
2 preclusion, but a permissive counterclaim is not. *Id.* Whether a counterclaim is compulsory under
3 Nevada law is governed by Rule 13 of the Nevada Rules of Civil Procedure.

4 NRCP Rule 13 provides:

5 A pleading must state as a counterclaim any claim that—at the time of its service—
6 the pleader has against an opposing party if the claim:

- 7 (A) arises out of the transaction or occurrence that is the subject matter of
8 the opposing party's claim; and
9 (B) does not require adding another party over whom the court cannot
acquire jurisdiction.

10 *See* NRCP Rule 13.

11 Two claims “arise out of the same transaction or occurrence” if “the pertinent facts of the
12 different claims are so logically related that issues of judicial economy and fairness mandate that
13 all issues be tried in one suit.” *See Cutts*, 953 F.3d 554, at 558. The FFCL dismissed Plaintiffs’
14 causes of action with prejudice based on theories of res-judicata (claim preclusion), and collateral
15 estoppel (issue preclusion). *See* FFCL, Ex. 7. Specifically, the Court determined that because the
16 nature of the dispute between Plaintiffs and Defendants related to a series of five (5) loans, each
17 connected to separate confessions of judgment that were considered void by final order in prior
18 proceedings, the doctrines of res-judicata and collateral estoppel precluded the parties in this case
19 from relitigating these claims or any claims that could have been brought in the prior cases. *Id.*
20 Most critically, the FFCL made no findings of fact or conclusions of law pertaining to the
21 counterclaims, as there were no pending motions regarding these matters.

22 Furthermore, the facts giving rise to the counterclaims are unrelated to the confessions of
23 judgment that were considered void by a final order in prior proceedings. Alternatively, the
24 counterclaims were solely based on an Agreement dated August 15, 2016 between Sharda and
25 Barket prohibiting the parties from disparaging one another and Barket’s intentional interference
26 with Sharda’s financing of the furniture ventures, by way of further disparagement. *See*
27
28

Agreement, Ex. 5. For this reason, the third prong of claim preclusion fails because the relevant claims did not “arise out of the same transaction or occurrence.” *See Cutts*, 953 F.3d 554, at 558.

2. ISSUE PRECLUSION DOES NOT BAR THE COUNTERCLAIMS.

Issue Preclusion exists when: (1) the issue decided in the prior litigation must be identical to the issue presented in the current action; (2) the initial ruling must have been on the merits and have become final; (3) the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation; and (4) the issue was actually and necessarily litigated. *See Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008), *holding modified by Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 80 (2015). “While claim preclusion may apply in a suit to preclude both claims that were or could have been raised in a prior suit, issue preclusion would not preclude those issues not raised in the prior suit.” *Id.*

The FFCL stated:

THE COURT FURTHER FINDS that it is appropriate to dismiss this action with prejudice because the parties have already litigated each and every Confession of Judgment pertaining to the loans alleged by Plaintiff.

See FFCL at 7.

Counter-Claimants filed the following counterclaims: i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing and iii) Tortious Interference with Contractual Relations. *See* Answer and Counterclaim. These claims all arise from Counter-Defendant’s breach of the non-disparagement provision contained in the written agreement between Sharda and Barket that is completely separate and apart from the five (5) voided confessions of judgment. *See* Agreement, Ex. 5. More specifically, the pertinent facts and issues relating to the counterclaims were not raised in the prior litigation that resulted in the Court voiding the five (5) Confessions of Judgment. For these reasons, issue preclusion does not preclude the litigation of the counterclaims because the

1 pertinent facts and issues relating to the Counterclaims were not raised in any prior suit. *See Five*
2 *Star Capitol Corp*, 124 Nev. 1048, 194 P.3d at 709.

3 **D. REQUEST TO ALTER OR AMEND JUDGMENT PURSUANT TO NRCP 59(e).**

4 Pursuant to NRCP 59(e), a motion to alter or amend a judgment must be filed no later than 28
5 days after service of written notice of entry of judgment. *See* NRCP 59(e). In Nevada, the
6 extraordinary remedy provided by a motion to alter or amend judgment is available in four basic
7 situations: (1) when the motion is necessary to correct manifest errors of law or fact upon which
8 the judgment rests; (2) when the motion is necessary to present newly discovered or previously
9 unavailable evidence; (3) when the motion is necessary to prevent manifest injustice; and (4) when
10 the amendment is justified by an intervening change in controlling law. *See Stevo Design, Inc. v.*
11 *SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112 (D. Nev. 2013). Furthermore, pursuant to NRCP 54(b),
12 when multiple parties are involved in an action, a judgment is not final unless rights and liabilities
13 of all parties are adjudicated. *See Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196
14 (1979). Here, the statistical case closure on December 4, 2020 and the FFCL entered December
15 14, 2020 collectively disposed of every claim associated with this case. The global dismissal was
16 a clerical error because the counterclaims were never adjudicated on the merits and a manifest
17 injustice would result if claims were disposed without adjudication. For these reasons, the Order
18 statistically closing the case should be amended to exclude the counterclaims.
19
20
21

22 //

23 //

24 //

25 //

26 //

IV. CONCLUSION

For the reasons stated above, Counterclaimants respectfully request that the Court clarify its December 4, 2020 statistical case closure and set it aside to the extent it disposes of the Counterclaims because there has been no final judgment of the Counterclaims.

DATED this 28th day of December, 2020.

THE LAW OFFICE OF KAREN H. ROSS



KAREN H. ROSS, ESQ.
Nevada Bar No. 9299
The Law Office of Karen H. Ross
2275 Corporate Circle, Suite 160
Henderson, Nevada 89074
Phone: (702) 485-4152
Fax: (702) 485-4125
karenross@khrlawgroup.com
Attorney for Defendant/Counterclaimants
Navneet Sharda & Trata, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of December 2020, a true and correct copy of
**COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE
ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER
OR AMEND JUDGMENT** was electronically served through the Court's electronic filing system
addressed to the following:

Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 South Eastern Avenue, Ste. 270
*Attorney for Plaintiffs Steven Barket
and G65 Ventures, LLC*

Daniel Marks, Esq.
Teletha Zupan
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
*Attorneys for Defendants Shafik Hirji,
Shafik Brown and Furniture Boutique, LLC*

Kelly Anderson

An employee of The Law Office of Karen H. Ross

EXHIBIT 1

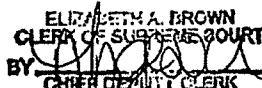
IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF
HAROLD P. GEWERTER, BAR NO. 499.

No. 73529

FILED

JAN 04 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

ORDER APPROVING CONDITIONAL GUILTY PLEA AGREEMENT

This is an automatic review of a Southern Nevada Disciplinary Board hearing panel's recommendation that this court approve, pursuant to SCR 113, a conditional guilty plea in exchange for a stated form of discipline for attorney Harold P. Gewerter. Under this agreement, Gewerter admitted to violations of RPC 1.15 (safekeeping property) and RPC 8.4 (misconduct). The agreement provides for a one-year suspension, with that suspension stayed for two years. During the two-year stay, the agreement requires Gewerter to submit quarterly audits of his trust account to the State Bar, conducted at Gewerter's expense; to attend a fee dispute program regarding a separate client grievance and pay any resulting award; and to pay \$2,500 in administrative fees plus the actual costs of the proceedings pursuant to SCR 120. If Gewerter violates these conditions or another grievance filed against Gewerter results in a formal hearing, the stay would be revoked and discipline would be imposed.

Gewerter has admitted to the facts and violations alleged in the complaint. The record therefore establishes that Gewerter mismanaged his trust account by failing to keep accurate records and by allowing third parties to access trust account checks, leading to his trust account being overdrawn on two occasions.

In determining the appropriate discipline, we weigh four factors: "the duty violated, the lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct, and the existence of aggravating and mitigating factors." *In re Discipline of Lerner*, 124 Nev. 1232, 1246, 197 P.3d 1067, 1077 (2008). In this case, Gewerter violated duties owed to his clients (safekeeping property) and the profession (misconduct). Gewerter's mental state was with knowledge as he was aware that he was not keeping accurate records of his trust account. While at least one client was delayed in receiving funds, there was no other injury from the trust account mismanagement, but there was potential for injury. The panel found two aggravating factors (prior disciplinary offense and substantial experience in the practice of law) and four mitigating factors (absence of dishonest motive, timely good faith effort to make restitution or to rectify consequences of misconduct, interim rehabilitation, and remoteness of prior offenses).

Based on the most serious instance of misconduct at issue, *see Compendium of Professional Responsibility Rules and Standards* 452 (Am. Bar Ass'n 2016) ("The ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations."), the baseline sanction before considering aggravating and mitigating circumstances is suspension. *See id.* at Standard 4.12 (providing that suspension is appropriate when an attorney "knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client"). In light of the foregoing and the mitigating circumstances, we conclude that the agreed-upon stayed one-year suspension is appropriate. The duration of the suspension along with the other conditions imposed are sufficient to serve the purpose of

attorney discipline—to protect the public, the courts, and the legal profession, not to punish the attorney. *State Bar of Nev. v. Claiborne*, 104 Nev. 115, 213, 756 P.2d 464, 527-28 (1988). Thus, we conclude that the guilty plea agreement should be approved. See SCR 113(1).

Accordingly, we hereby suspend attorney Harold P. Gewerter from the practice of law in Nevada for one year commencing from the date of this order. The suspension shall be stayed for a period of two years so long as Gewerter complies with all of the conditions set forth in the hearing panel's findings of fact, conclusions of law, and recommendation. The parties shall comply with SCR 121.1.

It is so ORDERED.

Douglas, C.J.
Douglas

Cherry, J.
Cherry

Gibbons, J.
Gibbons

Pickering, J.
Pickering

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

cc: Chair, Southern Nevada Disciplinary Board
Pitaro & Fumo, Chtd.
C. Stanley Hunterton, Bar Counsel, State Bar of Nevada
Kimber K. Farmer, Executive Director, State Bar of Nevada
Perry Thompson, Admissions Office, U.S. Supreme Court

EXHIBIT 2

DISTRICT COURT
CLARK COUNTY, NEVADA

Intentional Misconduct

COURT MINUTES

February 04, 2020

A-17-756274-C Steven Barket, Plaintiff(s)
vs.
Shafik Hirji, Defendant(s)

February 04, 2020 09:00 AM All Pending Motions

HEARD BY: Truman, Erin COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Ortega, Natalie

RECORDER: Haak, Francesca

REPORTER:

PARTIES PRESENT:

Charles E. Barnabi Attorney for Counter Defendant, Plaintiff

Harold P. Gewerter Attorney for Counter Claimant, Defendant

Teletha L. Zupan Attorney for Counter Claimant, Defendant

JOURNAL ENTRIES

COUNTERCLAIMANTS' MOTION TO DECLARE RESPONSES TO ADMISSIONS DEEMED ADMITTED OPPOSITION TO COUNTERCLAIMANT'S MOTION TO DECLARE RESPONSES TO ADMISSIONS DEEMED ADMITTED AND COUNTER-MOTION PURSUANT TO NRCP36(B) STATUS CHECK: ATTORNEYS FEES AND COSTS COUNTERCLAIMANTS' MOTION TO COMPEL

As to Counterclaimants' Motion To Declare Responses To Admissions Deemed Admitted: COMMISSIONER NOTED the admissions were late. As a matter of law the request for admissions were admitted. Plaintiff brought a counter-motion to withdraw the admissions. Those were served July 8, 2019. Their responses for admissions were responded to. The Court had to consider whether or not there was prejudice to allow those to be withdrawn. COMMISSIONER RECOMMENDED, the Request to Deemed Admitted MOOT because they were admitted as a matter of law. The Commissioner would hear the counter-motion to withdraw the admissions from plaintiff. Arguments by counsel. COMMISSIONER RECOMMENDS Counter Motion to Withdraw the Admissions GRANTED; substantive responses to stand. Any objections set forth therein are waived because they were late. The substantive responses would stand.

As to Counterclaimants' Motion To Compel the Responses to Interrogatories and Request for Production of Documents: Arguments by counsel. COMMISSIONER RECOMMENDED the motion GRANTED; it appeared that responses were provided on January 20, 2020. Objections were waived for untimeliness except as to privilege. Any objections on the basis of privilege would be allowed. Other objections were waived. There needs to be full response, to the extent it had not been done, to the interrogatories and request for production of documents. To the extent, Mr. Gewerter believed there were deficiencies, those must be enumerated to the Plaintiff. They must conduct another 2.34 regarding any deficiencies that he believed to exists. If those could not be worked out then they could be brought by further motion to the court.

As to the Request for Attorney's Fees and Costs: COMMISSIONER RECOMMENDED, request GRANTED. It appeared that the motion was not responded to before the motion. The only reason they were responded to was because a motion was brought. The Commissioner

would review this matter for the appropriate attorney's fees and costs. Commissioner directed Mr. Gewerter to prepare an affidavit that set forth, or analyzes the factors set forth in Brunzell v. Golden Gate. In addition, any request for costs related to the filing of the motion and appearance here in court must met the requirements of Cadle versus Woods Erickson. Also, to provide a redacted invoice statement only for the drafting of the motion to compel, reviewing the opposition, drafting the reply, and appearing in court today. Submit it within two (2) weeks. COMMISSIONER RECOMMENDED, Status Check SET as to Attorney's Fees and Costs.

03/06/20 9:30 AM STATUS CHECK: ATTORNEY'S FEES and COSTS

CLERK'S NOTE: Minute Order amended 3-10-2020. jl

EXHIBIT 3

STATE BAR OF NEVADA



April 6, 2020

Harold P. Gewerter, Esq.
1212 S. Casino Center Blvd.,
Las Vegas, NV 89104

LETTER OF REPRIMAND

Re: Grievance OBC19-1044

3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

Dear Mr. Gewerter:

On March 24, 2020, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievances. Based on the evidence presented, the Panel concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

This grievance addresses four rules: RPC 1.2 (Scope of Representation), 1.3 (Diligence), 1.4 (Communication), and 1.16 (Withdrawal).

Here, the grievant Christine Hillyer was named in a lawsuit between co-owners of the business for which she worked. One co-owner sued Hillyer and the other co-owner. The defendant co-owner retained you to represent him in the suit. He also asked you to represent Hillyer although he paid the legal fees.

You represented both from approximately March 2018 until February 2019 when you attempted to withdraw from representation for lack of payment. Before your attempt to withdraw, Hillyer would not receive any communications from you unless she asked your staff. Further, you did not discuss the reasons for withdrawal with Hillyer or notify her of your intent to withdraw. You filed a motion with the court but sent it to Hillyer at a wrong address. The court verbally granted your motion but asked you to file a written order. You did not file an order until November 2019—nine months later. During that time Hillyer was to produce discovery, prepare for a non-jury trial, and oppose a motion for summary judgment. She obtained new counsel in October 2019—before you filed the order granting your motion to withdraw as counsel. Fortunately, Hillyer's new counsel was able to protect her rights and avoid summary judgment, but your lack of diligence and communication created a potential for harm.

Rule 1.2 states, "a lawyer shall abide by a client's decision concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued."

Although the defendant co-owner paid your legal fees, you had an obligation to Hillyer. Your obligation required you to consult with Hillyer sufficiently about her objectives and your ultimate withdraw.

Rule 1.3 states, "A lawyer shall act with reasonable diligence and promptness in representing a client." This includes all actions until the lawyer completes his withdrawal.

Rule 1.16 states, a lawyer may withdraw from representing a client if: (1) Withdrawal can be accomplished without material adverse effect on the interests of the client; ... [or] (5) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; ... "

Here, you attempted to withdraw from representing Hillyer while discovery, trial, and a motion for summary judgment were imminent. Further, you did not diligently file the order granting your motion to withdraw.

Accordingly, you are hereby **REPRIMANDED** for violating RPC 1.2, 1.3, 1.4, and 1.16. In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this letter. I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

DATED this 6th day of April 2020.

Dana P. Oswalt

Dana P. Oswalt (April 6, 2020)

Dana Oswalt Esq.
Screening Panel Chair
Southern Nevada Disciplinary Board

EXHIBIT 4

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF
HAROLD P. GEWERTER, BAR NO. 499

No. 80198

FILED

OCT 26 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF SUSPENSION

This is an automatic review of a Southern Nevada Disciplinary Board hearing panel's recommendation that a previously stayed one-year suspension be imposed against attorney Harold P. Gewerter for his failure to comply with probation conditions.¹

On January 4, 2018, this court suspended Gewerter for one year, with the suspension stayed for two years subject to certain probation conditions approved by the hearing panel. *In re Discipline of Gewerter*, Docket No. 73529 (Order Approving Conditional Guilty Plea Agreement, Jan. 4, 2018). Those conditions included that "the opening of a grievance concerning which a Screening Panel ultimately determines that a formal hearing is warranted . . . shall be considered a breach of this stay." This

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this matter.

We remind the State Bar that hearing panel decisions should be served on the attorney under SCR 105(3)(a) and pursuant to SCR 109(1). As such, the best practice would be for the State Bar to serve the hearing panel's decision on the attorney separate from service of the record of bar proceedings filed in this court. Further, we remind the State Bar that certificates of service must accompany any document filed with this court. NRAP 25(d).

condition applied to grievances, "including but not limited to matters involving any of [Gewerter's] trust accounts prior to [the conditional guilty plea agreement]." On June 26, 2019, a screening panel recommended proceeding to a formal hearing on a grievance, which involved Gewerter's trust account prior to the signing of the conditional guilty plea agreement. Thus, Gewerter breached the conditions of his probation and imposition of the one-year suspension previously stayed in Docket No. 73529 is necessary.

Accordingly, we hereby suspend attorney Harold P. Gewerter from the practice of law in Nevada for one year beginning from the date of this order. Additionally, Gewerter shall pay the costs of the disciplinary proceedings, including \$2,500 under SCR 120, within 30 days from the date of this order. The parties shall comply with SCR 115 and SCR 121.1.

It is so ORDERED.²

Pickering, C.J.
Pickering

Gibbons, J.
Gibbons

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

Silver, J.
Silver

²To the extent the parties' additional arguments are not addressed herein, we conclude they do not warrant a different result.

cc: Chair, Southern Nevada Disciplinary Board
Pitaro & Fumo, Chtd.
Bar Counsel, State Bar of Nevada
Executive Director, State Bar of Nevada
Admissions Office, U.S. Supreme Court

EXHIBIT 5

AGREEMENT

This Agreement is made this 15 day of August, 2016, between STEVEN BARKET dba REP SENTRY (hereinafter referred to as "STEVEN") and DR. NAVNEET SHARDA, M.D. (hereinafter referred to as "DR. SHARDA").

STEVEN and DR. SHARDA previously entered into an agreement pursuant to which STEVEN agreed to assist DR. SHARDA in preparing lawsuits DR. SHARDA wanted to pursue against certain individuals and business entities.

In reliance on the Agreement STEVEN expended substantial time and effort and incurred out of pocket costs assembling documents and evidence for use in DR. SHARDA's lawsuits. STEVEN also spent time and effort looking for and vetting attorneys, investigators and paralegals to be retained when it came time for DR. SHARDA to commence litigation. In addition, STEVEN spent time, effort and money assisting DR. SHARDA in the repair and re-profiling of DR. SHARDA's on line reputation.

In exchange for STEVEN's litigation support services DR. SHARDA agreed to pay STEVEN 15% of the gross amount of any recovery DR. SHARDA received from the lawsuits, whether by way of settlement, verdict or judgment.

If DR. SHARDA chose not to pursue litigation he nevertheless agreed to pay STEVEN compensation for STEVEN's services at the rate of \$150 an hour and reimburse STEVEN for his out of pocket costs.

STEVEN spent approximately 16 months rendering services to DR. SHARDA. DR. SHARDA however decided not to institute litigation. DR. SHARDA has not

1 compensated STEVEN for the services STEVEN rendered to DR. SHARDA, or,
2 reimburse STEVEN for his out of pocket expenses. As a result, STEVEN has claims
3 against DR. SHARDA for the services rendered and his out of pocket costs incurred to
4 date.

5
6 STEVEN and DR. SHARDA wish to avoid the time and expense of litigation and
7 therefore have reached this Agreement.

8
9 NOW THEREFORE, in consideration of the foregoing, the parties agree as
10 follows:

11 1. STEVEN and DR. SHARDA hereby agree to a full, final and complete
12 settlement of any and all monies DR. SHARDA owes to STEVEN for the total amount of
13 \$180,000.00.

14
15 2. DR. SHARDA shall pay STEVEN the sum of \$60,000.00 upon the signing
16 of the Agreement. The balance of \$120,000.00 shall be payable in monthly installments
17 of \$20,000.00, commencing on September 15, 2016 and continuing on the 15th day of
18 each month thereafter until February 15, 2017 when the final payment shall be due and
19 owing. Any payment made five (5) days or more after the 15th day of the month shall be
20 assessed a late fee of \$1500.00. If DR. SHARDA defaults in these payments STEVEN
21 shall have the option of accelerating the unpaid balance and declaring the entire unpaid
22 balance immediately due and owing.
23
24

25 3. In consideration of the \$180,000.00 STEVEN shall render to DR.
26 SHARDA 200 additional hours of work time as directed by DR. SHARDA. However, this
27 does not include STEVEN'S out of pocket costs for travel and other expenses STEVEN
28

1 may incur performing his obligations under this Agreement. Prior to incurring an out of
2 pocket cost STEVEN shall provide DR. SHARDA with a statement of the amount of the
3 anticipated cost. DR. SHARDA must agree to the cost before STEVEN incurs it and
4 DR. SHARDA shall signify his agreement to the expense by signing the statement
5 STEVEN provides.
6

7 4. The parties acknowledge and agree that in the performance of his duties
8 pursuant to this agreement STEVEN may have to disclose to DR. SHARDA certain
9 proprietary and confidential information.
10

11 5. DR. SHARDA shall not under any circumstances disclose to any third
12 party whether an individual, corporate, or any other person or entity, any of the
13 proprietary or confidential methods, systems or confidential or anonymous sources that
14 STEVEN may use. However, STEVEN'S work product may be used by DR. SHARDA
15 to pursue litigation against certain individuals and business entities, subject to the term
16 of this Agreement.
17

18 6. This Agreement shall not be construed as creating, conveying,
19 transferring, granting or conferring upon DR. SHARDA any ownership, rights, license in
20 or to the proprietary or confidential methods, systems or confidential or anonymous
21 sources that STEVEN may use or that may be disclosed to DR. SHARDA under this
22 Agreement or which DR. SHARDA may have acquired knowledge of in his dealings with
23 STEVEN. DR. SHARDA shall not have any right to use or exploit in any manner
24 whatsoever STEVEN'S proprietary or confidential methods, systems or confidential or
25 anonymous sources. Furthermore, no license or conveyance of any of STEVEN'S
26
27
28

1 proprietary or confidential methods, systems or confidential or anonymous sources,
2 either express or implied, is granted to DR. SHARDA pursuant to this Agreement.

3 7. The parties further agree that neither party shall slander, libel, defame or
4 make false or disparaging comments about the other via social media or any other form
5 of written or electronic communication.
6

7 8. If there is a breach or anticipated or threatened breach of the
8 confidentiality/non disclosure or the non-disparagement provisions of this Agreement by
9 either party it is agreed and understood that neither party has an adequate remedy at
10 law and that money damages alone will be inadequate to compensate the aggrieved
11 party for any losses the aggrieved party may have suffered as a result of the other
12 party's breach or anticipated or threatened breach. Therefore, the parties acknowledge
13 and agree that the aggrieved party shall be entitled to injunctive relief, in addition to any
14 other remedies the aggrieved party may have in law or equity. The parties agree that in
15 the event of a breach of this Agreement, the aggrieved party shall be entitled to
16 liquidated damages in the amount of \$250,000.00, which is intended to compensate
17 aggrieved party for the difficult-to-calculate loss the aggrieved party would suffer from
18 as a result of the other party's breach of this Agreement.
19
20

21 9. This Agreement contains the entire Agreement and understanding of the
22 parties, and each and every provision hereof is inter-dependent upon the other. There
23 are no representations, warranties, covenants or understandings other than those
24 expressly set forth herein. Furthermore, this Agreement may not be verbally changed
25 or modified. Any change or modification can only be made by a written instrument
26 executed by the parties with the same formality as this Agreement.
27
28

1 10. The parties agree that neither party shall be deemed to be the drafter of
2 this Agreement and, in the event this Agreement is ever construed by a court of law or
3 equity, such court shall not construe this Agreement or any provision hereof against
4 either party as the drafter of the Agreement.

5 11. No waiver of any one of the provisions hereof shall work a continuing
6 waiver or a waiver of any subsequent breach.


7 12. This Agreement and the rights of the parties hereto shall be governed and
8 interpreted in all respects by the law applied to contracts made and wholly to be
9 performed within the State of Nevada. Any litigation commenced pursuant to this
10 agreement shall be venued in Clark County, Nevada. The parties here submit to the
11 personal jurisdiction of the State of Nevada and the State of Nevada shall have
12 exclusive subject matter jurisdiction over all claims arising under this Agreement.
13

14 13. The parties' rights and remedies hereunder shall be cumulative, and the
15 exercise of one or more shall not preclude the exercise of any other(s).
16

17 14. Should litigation arise concerning the terms and conditions of this
18 Agreement or the breach of same by any party hereto, the prevailing party shall be
19 entitled to attorney's fees and costs in an amount awarded by the court. DR. SHARDA
20 acknowledges that STEVEN has been represented in the negotiation of this Agreement
21 by Edward R. Miley, Esq. DR. SHARDA acknowledges that he was advised by Edward
22 R. Miley, Esq. of his right to retain counsel to represent him and review and advise him
23 on this Agreement. DR. SHARDA has waived the right to independent representation
24 and has consented to Edward R. Miley, Esq preparing this Agreement. Edward R.
25 Miley, Esq cannot and has not given DR. SHARDA legal advice. In the event of
26
27
28

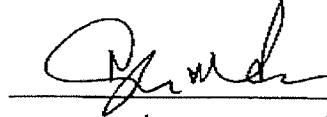
1 litigation under this Agreement Edward R. Miley, Esq may represent STEVEN without
2 having a conflict of interest with the interests of DR. SHARDA.

3 STEVEN BARKET
4 Dba REP SENTRY

5 

6 Dated: 8-15-2016

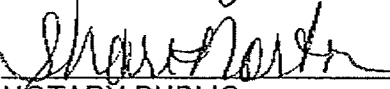
DR. NAVNEET SHARDA, M.D.



Dated: Aug 15, 2016

7
8 Subscribed and sworn to before me this

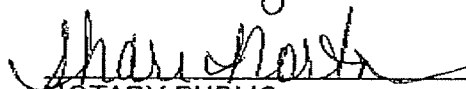
9 15 day of August, 2016.

10 

11 NOTARY PUBLIC

Subscribed and sworn to before me this

15 day of August, 2016.



NOTARY PUBLIC



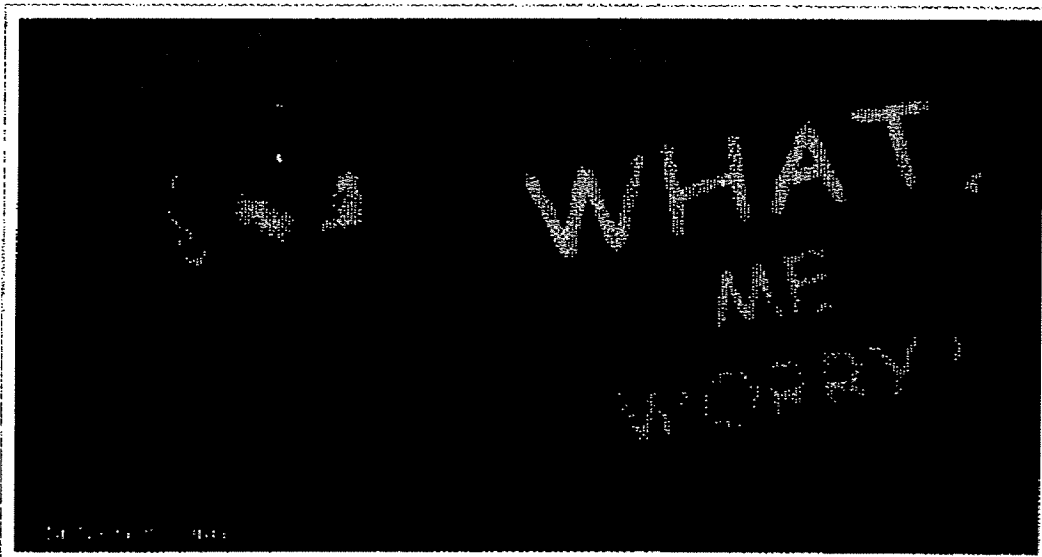
EXHIBIT 6

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

For Dr. “Deadbeat” Navneet Sharda, Distractions Detailed On This Website Must Pose a Challenge to His Concentration and Focus

Posted on July 28, 2017



Dr. “Deadbeat” Navneet Sharda must be a master of concentration and focus. Either that, or he’s not. Which would not be good.

How can someone possibly focus on their work — and in Sharda’s case, hyper-critical work as a radiation oncologist doctor — when you have all the distractions going on in your life that Dr.

Deadbeat has in his life: state of Nevada medical board write-ups (see the list here: medical board

complaints), massive debt, bankruptcy (US Bankruptcy Court, state of Nevada), judgments, high-value assets being seized, in and out of lawsuits (count them: 13 according to my research), and I'm just skimming the surface.

How is it possible for a person to stay focused on their job with all of that and then some going on? Just go through each one of the tabs listed across the top of this website — **Nevada Medical Board Complaints, Court Cases, Bankruptcy, 1800 Melfi Court, Furniture Fashions, Sunrise Hospital**. Again, I'm just skimming the surface. So much more detail will be coming to light on these and other aspects of Sharda's life.

The people he's associated himself with, both professionally and personally, and the entanglements he's been caught up in will astonish you. He has a business partner who's a convicted felon (check out this website: ShafikHirji.com) and has had personal assets seized as a result of debt he's accumulated.

You need to stop, think about that, and let that sink in for a minute or two.

Here's a guy who's supposedly devoted his life to the care and healing of people with cancer, using some very sophisticated radiation equipment to zap people, which can have devastating effect if it's done incorrectly, who sees patient after patient during the day — different patients, different cancer, different protocols — and he's having to deal with a convicted felon as a business partner in other ventures, seizure of assets due to debt (cars, motorcycles, furniture, electronics, etc.), bankruptcy, medical board complaints, an arm's-length list of court cases, judgments, losing privileges to practice medicine at a hospital ...

The cumulative effect of all this B.S. must be overwhelming. Wouldn't it be to you? I mean, honestly. It would be to me. Just my humble opinion.

Posted in [Uncategorized](#) | [Leave a reply](#)

Dr. Navneet Sharda — Poster Boy for the U.S. District Attorney's Office

Posted on July 25, 2017

This is pretty unbelievable. Right from the brochure listing the accomplishments of the District of Nevada U.S. Attorney's Office District Accomplishments booklet that lists their top cases and what they were most proud of accomplishing in 2012. Check it out:



**DISTRICT OF NEVADA
UNITED STATES ATTORNEY'S OFFICE
DISTRICT ACCOMPLISHMENTS 2012**

United States Attorney's Office
District of Nevada
333 Las Vegas Boulevard South, Ste. 5400
Las Vegas, Nevada 89101
(702) 388-6336

PAGE 10

DISTRICT ACCOMPLISHMENTS 2012

PROGRAM DEVELOPMENTS & HIGHLIGHTS

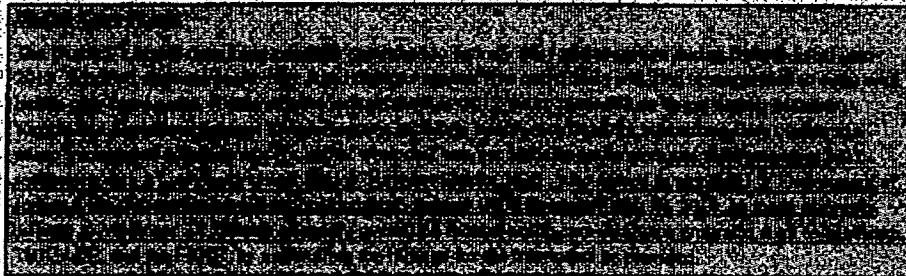
Violent Crime

The U.S. Attorney's Office receives and prosecutes violent crime cases under a number of different Department of Justice-sponsored programs, including Project Safe Neighborhoods and its anti-gang and organized crime initiatives. During federal fiscal year 2012, 203 persons were charged with federal violent crimes in the District of Nevada. The majority (154) of these persons were charged and convicted of federal gun crimes, such as felon in possession and use of a firearm during a drug trafficking or violent crime, and sentenced to more than five years in prison.



Significant violent crime cases prosecuted in southern Nevada include Corey Thompson, who was sentenced in October 2012 to 19½ years in prison for murdering a woman with a firearm during a drug deal at the Moulin Rouge apartments in Las Vegas; Jose Figueroa, Raymond Juarez, and Chase Sutton, who were sentenced to 25, 19, and 7 years in prison, respectively, for robbing six Las Vegas-area convenience stores; and Jason Wiley, a 28-year-old Las Vegas man who was convicted by a jury and sentenced to 237 years in prison for committing nine armed robberies of convenience stores in Las Vegas.

In June 2011, the Reno Branch Office helped create a multi-agency task force to investigate and prosecute the most problematic violent criminals in northern Nevada. During 2012, this task force screened 86 firearms/violent crime cases and filed federal charges against 25 individuals for federal gun or violent crimes. Cases of note include a 24-year-old Reno man, Randy Ancheta, who was sentenced to 20 years in prison in December for robbing five convenience stores over an eight-day period during late 2011 and early 2012; another Reno man, James Jackson, who had eight prior felony convictions and was sentenced in November to 15 years in prison for carrying a loaded gun into a Reno casino; and John Devencenzi, who had several prior felony convictions and was sentenced to 25 years in prison in December 2012 for robbing two brothers at gunpoint in their Reno home and carjacking them.



None other than the US Attorney's Office in the District of Nevada is trumpeting their victory that year over Dr. Navneet Sharda, MD, for health care fraud, specifically for allegedly overbilling "federal healthcare insurance programs, such as Medicare, TRICARE [an Armed Forces and Veterans healthcare program] and the FEHB [Federal Employee Health Benefits]."

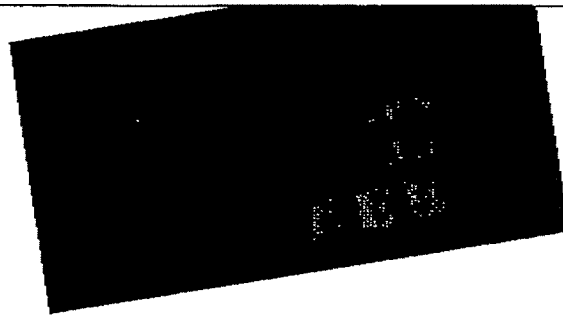
Perfect. A poster boy for the Nevada US Attorney's Office — just what every doctor should aspire to, right?

Posted in Uncategorized | Leave a reply

Dr. Navneet Sharda (Dr. Deadbeat in My Opinion): $2 + 2$ Never = 4; Things Never Seem to Add Up In the End in My Opinion

Posted on July 17, 2017

A fact sheet related to Dr. Nav Sharda:



DR. DEADBEAT, A K A NAV SHARDA -- WHERE TWO AND TWO NEVER
EQUALS FOUR -- THINGS NEVER ADD UP IN THE REAL WORLD WITH HIM

•**FACT:** DECEMBER 2011, \$4,581,000
JUDGMENT ENTERED AGAINST DR. NAVNEET
SHARDA PERSONALLY

•**FACT:** SEPTEMBER 2012, DR. NAVNEET
SHARDA AGREES TO PAY JUSTICE DEPT.
\$486,000 TO RESOLVE ALLEGATIONS OF
MEDICARE FRAUD

•**FACT:** 2016 SHARDA WRITES \$300,000 IN
CHECKS TO BOULEVARD FURNITURE INC.

•**FACT:** 2017, CURRENT OFFICE BUILDING
AT 3509 HARMON AVE, LAS VEGAS
UNDERGOES MILLION-DOLLAR RENOVATION

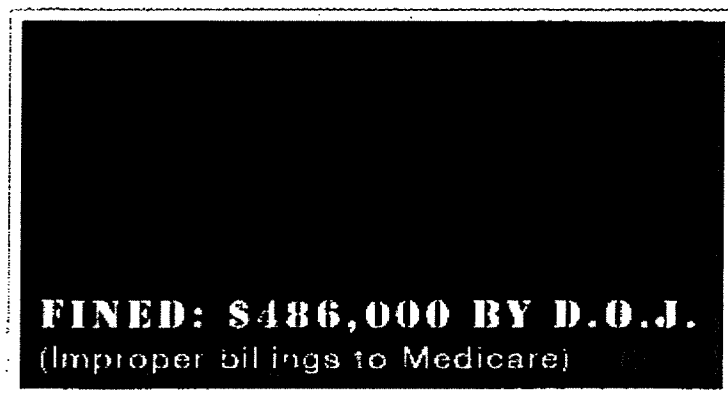
•**FACT:** 2017, SHARDA WRITES TWO
CHECKS TALLING \$1 MILLION TO SUNSET
FURNITURE INC.

•**FACT:** TO DATE, 2017 - SHARDA STILL
OWES ORIGINAL \$4.58 MILLION-PLUS

Posted in Uncategorized | Leave a reply

Dr. Navneet Sharda (Dr. Deadbeat, in My Opinion)

Posted on July 15, 2017



Dr. Navneet Sharda — “Dr. Deadbeat” — is being so named primarily because of a couple of major judgments filed against him: this \$486,000 Department of Justice judgment for improper billings to Medicare as well as the \$4.5 million bankruptcy filing he made to get out from underneath all that debt (see page from bankruptcy filing showing the debts below and the creditors).

...and where the foregoing. Judgment in the total amount of \$4,000.00 is
... B. Sharda, N. Sharda and Prabhat, jointly and severally, herein.
... is entitled to post-judgment interest as set forth above, as well as all fees
... the judgment amount until such time that the Judgment is paid in

2, 20 11 Dated: 2 DECEMBER 2011

WALCH
THOMPSON

880
2077
ESQ.
2189
Third Floor
9101

By [Signature]
Jacob L. Hafter, Esq.
Nevada Bar No. 9303
7201 W. Lake Mead Blvd.
Suite 210
Las Vegas, Nevada 89128
Attorneys for Defendants

JUDGMENT

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Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 4 of 6

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of NevadaIn re **SDS AND SON, LLC**

Debtor(s)

Case No.
Chapter**11****LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) Name of creditor and complete mailing address including zip code	(2) Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contract, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	(5) Amount of claim [if secured, also state value of security]
Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	2435 Fire Mesa Set, Las Vegas, NV		\$137,000.00 (Unknown secured)
Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	4550 East Charleston Blvd, Las Vegas, NV		1,000,000.00 (Unknown secured)

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Best Case Bankruptcy

Posted in Uncategorized | Leave a reply

**Dr. Nav Sharda & the Nevada Primary
Care Network ACO, LLC; dba
Accountable Care OF Nevada —**

Victor Bruce MD, Convicted Felon for Trafficking Oxycodone as No. 2 Voting Member, Shows Questionable Leadership in My Opinion

Posted on July 13, 2017

The screenshot shows the website for Accountable Care of Nevada. At the top, the title "ACCOUNTABLE CARE OF NEVADA" is displayed, with the subtitle "NEVADA PRIMARY CARE NETWORK ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA" below it. A navigation bar includes links for Home, Health, News, Physician, Board, CMS Reporting, Contact, and FAQs. The "NAME AND BUSINESS OFFICE" section lists "NPCN ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA" at "3509 E. Harmon Ave, Las Vegas, NV 89121". The "PRIMARY CONTACT" section identifies "Navneet N. Sharda, MD" as the "CEO/Medical Director" with the phone number "702-547-2273". The "COMPOSITION OF ACO" section describes it as "Independent Medical Physicians and Groups in cooperative arrangement to maximize the quality of care delivered to their population of patients." The "GOVERNING BODY" section lists several members, including "Dr. Navneet N. Sharda, Voting Member and Chair, Cancer Care Center of Las Vegas" and "Dr. Victor Bruce, Voting Member, Riverside Medical". A handwritten note in black ink, "Dr. Victor Bruce, Convicted Felon, Conspiracy to Distribute a Controlled Substance (Oxycontin)", is written diagonally across the right side of the page, with an arrow pointing to the name "Dr. Victor Bruce" in the governing body list.

ACCOUNTABLE CARE OF NEVADA
NEVADA PRIMARY CARE NETWORK ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA

Home Health News Physician Board CMS Reporting Contact FAQs

NAME AND BUSINESS OFFICE

NPCN ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA
3509 E. Harmon Ave,
Las Vegas, NV 89121

PRIMARY CONTACT

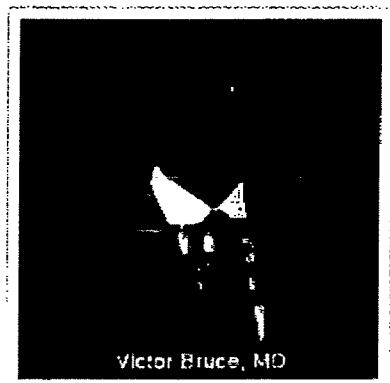
Navneet N. Sharda, MD
CEO/Medical Director
702-547-2273

COMPOSITION OF ACO: Independent Medical Physicians and Groups in cooperative arrangement to maximize the quality of care delivered to their population of patients.

GOVERNING BODY:
Dr. Navneet N. Sharda, Voting Member and Chair, Cancer Care Center of Las Vegas
Dr. Victor Bruce, Voting Member, Riverside Medical
Dr. Evan Allen, Voting Member, Evan C Allen Ltd
Mr. Daren Ackerman, Non-Voting Member and Compliance Officer, Nevada Primary Care Network ACO
Mr. John Magness, Voting Member, Medicare, Patient Representative

Dr. Victor Bruce, Convicted Felon, Conspiracy to Distribute a Controlled Substance (Oxycontin)

In checking out Dr. Nav Sharda and the wide variety of entities he's involved in, I came across this Nevada Primary Care Network ACO, LLC. Sharda is listed as the CEO and Medical Director of this organization (see screen shot above). In other words, he's the head cheese in charge of this group. An ACO is an Accountable Care Organization. Here in Las Vegas, Sharda heads the Accountable Care of Nevada ACO.



I wanted to know a little bit more about this organization, what it does, who's involved with it, etc. So I decided to do a little Googling and just started with the list of doctors in the Governing Body of the organization. Of course at the top of the list there's Dr. Navneet N. Sharda who is also listed in the Governing Body as a "Voting Member and and Chair, Cancer Care Center of Las Vegas." Next on the Governing Body list is a Dr. Victor Bruce, Voting Member, Swanlake Medical. Very interesting what I turned up. According to the United States Department of Justice, United States Attorney's Office, District of Nevada, convicted felon, Dr. Victor Bruce was a pill-pusher. Here's what that office has to say about it (see screen shot of this office's statement below):

"Victor Bruce, M.D., 49, who operates Swan Lake Medical Center in Las Vegas, was sentenced [Thursday, October 16, 2014] to 46 months in federal prison and three years of supervised release for writing prescriptions for oxycodone for persons he did not see or treat, announced U.S. Attorney Daniel G. Bogden for the District of Nevada.

Bruce, who pleaded guilty in July to one count of conspiracy to distribute a controlled substance, was sentenced by U.S. District Judge Andrew P. Gordon. Bruce was permitted to self-report to federal prison by Jan. 16, 2015.

'Dr. Bruce repeatedly wrote prescriptions for highly addictive controlled substances for patients who did not need them, and for patients who did not appear at his medical practice or did not exist,' said U.S. Attorney Bogden. 'We continue to work with our local, state and federal law enforcement partners to put illegal pill-pusher doctors like Dr. Bruce in prison and out of business.' "

Wow. I'm speechless.

And this is who Sharda has installed as a top member of his ACO's Governing Body? Peeling back the layers of the onion here reveals Sharda to be a questionable decision maker, in my opinion. As I mentioned above, please see the screen shot below of the press release from the U.S. Attorney's Office regarding Dr. Victor Bruce's conviction, and you can see the entire indictment in four separate files below that:

THE UNITED STATES ATTORNEY'S OFFICE
DISTRICT *of* NEVADA

HOME ABOUT NEWS MEET THE U.S. ATTORNEY DIVISIONS PROGRAMS

U.S. Attorneys » District of Nevada » News

Department of Justice

U.S. Attorney's Office

District of Nevada

FOR IMMEDIATE RELEASE

Thursday, October 16, 2014

Las Vegas Doctor Sentenced to 46 Months in Prison for Writing Unlawful Oxycodone Prescriptions

LAS VEGAS, Nev. – Victor Bruce, M.D., 49, who operates Swan Lake Medical Center in Las Vegas, was sentenced this afternoon to 46 months in federal prison and three years of supervised release for writing prescriptions for oxycodone for persons he did not see or treat, announced U.S. Attorney Daniel G. Bogden for the District of Nevada.

Bruce, who pleaded guilty in July to one count of conspiracy to distribute a controlled substance, was sentenced by U.S. District Judge Andrew P. Gordon. Bruce was permitted to self-report to federal prison by Jan. 16, 2015.

"Dr. Bruce repeatedly wrote prescriptions for highly addictive controlled substances for patients who did not need them, and for patients who did not appear at his medical practice or did not exist," said U.S. Attorney Bogden. "We continue to work with our local, state and federal law enforcement partners to put illegal pill-pusher doctors like Dr. Bruce in prison and out of business."

According to Bruce's guilty plea agreement, he represents himself to be a pain management specialist and is the only physician working at the practice. Beginning at a date unknown and continuing to around November 2013, Bruce and several co-conspirators, including Robert Wolfe, aka "old man," Millicent Epino, Dylan DuBois, Jennifer Monge, and Jade Lepoma, conspired to distribute oxycodone. Wolfe would provide Bruce a list of names, and Bruce would write prescriptions for oxycodone for those names and give them to Wolfe. Bruce also created "dummy" medical records for those persons, to make it appear as if a legitimate patient encounter had taken place. On four occasions in June 2013, an undercover law enforcement officer purchased Bruce-written oxycodone prescriptions from Wolfe for \$700 each. On each occasion, the undercover provided Wolfe or another co-conspirator with copies of Nevada driver's licenses bearing the names of customers. Usually within a day, Wolfe or another co-conspirator would then provide the undercover with written prescriptions for oxycodone. Bruce knew he was writing prescriptions for controlled substances to customers he did not treat and who did not need the prescriptions. None of the prescriptions were issued for a legitimate medical purpose or in the usual course of profession practice.

According to the Nevada State Board of Medical Examiners, Bruce's license to practice medicine in Nevada is still active; however, there is a pending board action against him related to the unlawful administering, dispensing or prescribing of controlled substances.

Wolfe and several of the other co-conspirators were also charged in the drug conspiracy.

This case was investigated by the Nevada High Intensity Drug Trafficking Area (Nevada HIDTA) Pharm-Net Task Force, including the DEA, IRS Criminal Investigation, Las Vegas Metropolitan Police Department, Henderson Police Department, North Las Vegas Police Department, and the Nevada Division of Investigations, and prosecuted by Assistant U.S. Attorneys Crane M. Pomerantz and Cristina D. Silva.

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 1 of 4



SEALED

Office of the United States Attorney
District of Nevada
333 Las Vegas Boulevard, Suite 5000
Las Vegas, Nevada 89101
(702) 388-6336

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 2 of 4

DANIEL G. BOGDEN
United States Attorney
CRANE M. POMERANTZ
CRISTINA SILVA
Assistant United States Attorneys
333 South Las Vegas Blvd., Suite 5000
Las Vegas, Nevada 89101
(702) 388-6336

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

-oOo-

UNITED STATES OF AMERICA,
Plaintiff,
v.
VICTOR BRUCE, MD,
Defendant.

) Case No. 2:13-CR- 441
)
) SEALED
) INDICTMENT
)
) VIOLATIONS:
) 21 U.S.C. §§ 846, 841(a)(1), (b)(1)(C) -
) Conspiracy to Distribute a Controlled
) Substance

THE GRAND JURY CHARGES THAT:

At all times relevant:

Introduction

1. Beginning at a date unknown, and continuing to in and around November 2013, defendant Victor Bruce, MD, prescribed large quantities of oxycodone and other highly addictive prescription drugs without medical necessity and knowing that they were going to be illegally diverted. Defendant Bruce conspired with local drug dealers to distribute highly addictive prescription drugs in and around Las Vegas to customers who abused them.

...

...

...

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 3 of 4

1 2. Oxycodone is a generic name for a narcotic analgesic. Oxycodone is
2 classified under federal law as a Schedule II controlled substance. When legally prescribed for a
3 legitimate medical purpose, oxycodone typically is used for the relief of moderate to severe short-
4 term pain and can be extremely habit forming.

5 3. Oxycodone is to be prescribed only when medically required and is to be
6 taken only in a manner prescribed by a doctor for a particular patient.

7 4. Under the Controlled Substances Act, Title 21, United States Code, Section
8 841(a) et seq., and Title 21, Code of Federal Regulations, Section 1306.04, a prescription for a
9 controlled substance is not legal or effective unless it was issued for a legitimate medical purpose by
10 a practitioner acting in the usual course of professional practice.

11 5. Defendant Bruce is a physician licensed to practice medicine in the State of
12 Nevada. He maintains a medical practice known as Swan Lake Medical Center at 3330 South
13 Hualapai Way on the west side of Las Vegas, Nevada. He represents himself to be a specialist in
14 pain management.

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Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 4 of 4

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COUNT ONE
(Conspiracy to Distribute Oxycodone)

6. The Grand Jury incorporates Paragraphs One through Five as though fully set forth herein.

7. Beginning at a date unknown, and continuing to in and around November 2013, in the State and Federal District of Nevada,

Victor Bruce, MD,

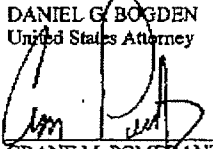
defendant herein, did knowingly and intentionally combine, conspire, confederate and agree with others known and unknown to commit offenses against the United States, that is, to distribute Oxycodone, a Schedule II controlled substance, in violation of Title 21, United States Code, Sections 846, 841(a)(1) and (b)(1)(C).

DATED: this day of November 2013

A TRUE BILL:

/s/
FOREPERSON OF THE GRAND JURY

DANIEL G. BOGDEN
United States Attorney


CRANE M. POMERANTZ
CRISTINA D. SILVA
Assistant United States Attorneys

3

Posted in Uncategorized | Leave a reply

Dr. Nav Sharda's Bankruptcy Filing Brings to Light Millions of Dollars in Debt

To re HERNANDEZ

Debtor(s)

Case No.

Chapter 11

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 (or chapter 9) case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

[illegible]

The name of the debtor in the bankruptcy was BDS and Son, LLC. Dr. Navneet N. Sharda is listed as the Managing Member of this entity. You can see that Page 3 below bears his electronic signature acknowledging the document.

<http://nayneelshardaexamined.com/>

And as you can see from page two of the filing (bottom), there's also an outstanding debt of \$2.2 million dollars owed for a new linear accelerator purchase.

Astonishing.

Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 3 of 6	
<div style="display: flex; justify-content: space-between;"> B1 (Official Form 1) (4/10) Page 3 </div>	
<div style="display: flex;"> <div style="flex: 1;"> <p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p> </div> <div style="flex: 1; border: 1px solid black; padding: 2px;"> <p>Name of Debtor(s)</p> <p>BOE AND SON, LLC</p> </div> </div>	
<p style="text-align: center;">Signatures</p>	
<p>Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p><i>(If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7, I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. If no attorney represents me and no bankruptcy petition preparer signs the petition, I have obtained and read the notice required by 11 U.S.C. § 342(b).)</i></p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p>_____ Date</p>	<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p><i>(Check only one box.)</i></p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ Signature of Foreign Representative</p> <p>_____ Printed Name of Foreign Representative</p> <p>_____ Date</p>
<p>Signature of Attorney*</p> <p>X <u>/s/ Arun Gupta, Esq.</u> Signature of Attorney for Debtor(s)</p> <p><u>Arun Gupta, Esq. 11397</u> Printed Name of Attorney for Debtor(s)</p> <p><u>Gupta Law Firm, LLC</u> Firm Name</p> <p><u>800 N. Rainbow Blvd, #208</u> Las Vegas, NV 89107</p> <p>_____ Address</p> <p><u>Email: attorney@theguptalawfirm.com</u> <u>702 493 1059 Fax: 702 543 3837</u> Telephone Number</p> <p><u>March 2, 2011</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p>Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(b), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(b) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>_____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person or partner whose Social Security number is provided above.</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of rule 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p>Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Navneet S. Sharda</u> Signature of Authorized Individual</p> <p><u>Navneet S. Sharda</u> Printed Name of Authorized Individual</p> <p><u>Navneet S. Sharda</u> Title of Authorized Individual</p> <p><u>March 2, 2011</u> Date</p>	

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2

2. Income other than from employment or operation of business

Note ■ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
--------	--------

3. Payments to creditors

Note ■ Complete a, or b, as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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Note □ b. *Debtor whose debts are not primarily consumer debts.* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$3,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
SBA and Bank of LV	Harmon Building	\$10,000.00	\$0.00
First Financial	Equipment	\$45,000.00	\$0.00
First Financial	Fire Mesa	\$25,000.00	\$0.00
First Financial	Charleston	\$12,000.00	\$0.00
Paycom	New Linear Accelerator	\$0.00	\$0,000,000.00

Note ■ c. *All debtors.* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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Best Case Bankruptcy

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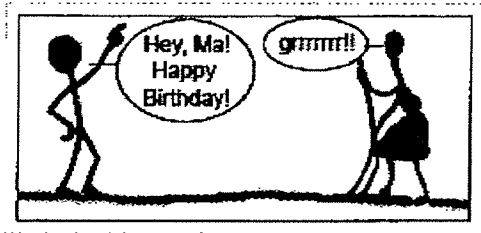
Dr. Nav Sharda Says, "Happy Birthday, Ma! Sorry, Ma, I Didn't Pay a Bill and They Came and Took My

Couch, TVs, Etc., Because of My Debt!”

Posted on July 13, 2017

I've learned that today apparently is Dr. Navneet Sharda's mother's birthday. Records I've located show that Sharda's mother, Chander Kanta Sharda, apparently was born 87 years ago, in 1930.

I can't imagine how that birthday celebration might go. Well, actually, I can:



Nav Sharda (A K A Dr. Deadbeat): "Happy birthday, mom!"

Chander Kanta Sharda: "Happy birthday, my a**! Where's your couch and TV??!! How do you expect me to visit you in an empty house??!!"

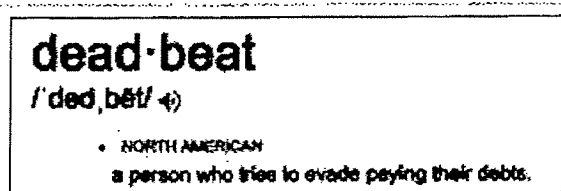
Dr. Deadbeat's mother, Chander Kanta Sharda, who lives in India full time and visits her son's million-dollar, 11,000-square-foot house in a very exclusive gated community in Henderson, NV, might be a little surprised to see the current state of the house. (See this "Day of Reckoning" post.) When Sharda's assets were being seized on June 2 of this year, he kept telling the authorities overseeing the seizing of cars, electronics, furniture, etc. — pretty much anything of substantive value — that they were all his mother's and were in his mother's name.

Sorry, mom, but because your son didn't pay his debt, the court allowed the seizure of the house's assets to be held to be liquidated to pay off the debt. Ouch. Such drama.

Posted in **Uncategorized** | [Leave a reply](#)

Navneet Sharda, A K A “Dr. Deadbeat,” Las Vegas Nevada

Posted on July 12, 2017



Here's Webster's dictionary definition of a deadbeat: "A person who tries to evade paying their debts."

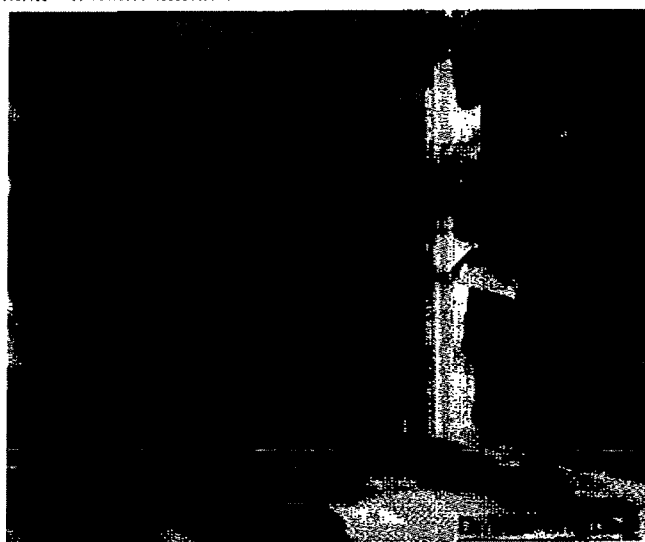
Seems pretty fitting in my opinion.

I'll post documents that show specifically what I'm talking about. You'd be surprised the bill that "Dr. Deadbeat" has run up.

Posted in [Uncategorized](#) | [Leave a reply](#)

Dr. Nav Sharda of Las Vegas Nevada, A K A "Dr. Deadbeat" — Day of Reckoning for Stiffing Gordon Silver Law Firm Over \$60,000

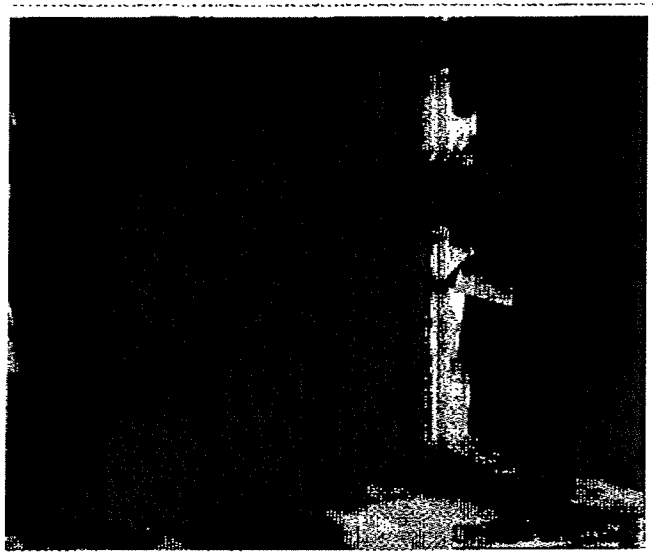
Posted on July 12, 2017



It was like a scene out of a movie. A neighborhood of upscale, \$2 million-plus houses, law enforcement, tow trucks and a moving company methodically doing their work — all this greeted

Dr. Nav Sharda of Las Vegas Nevada, A K A “Dr. Deadbeat” — Day of Reckoning for Stiffing Gordon Silver Law Firm Over \$60,000

Posted on July 12, 2017



It was like a scene out of a movie. A neighborhood of upscale, \$2 million-plus houses, law enforcement, tow trucks and a moving company methodically doing their work — all this greeted Dr. Nav Sharda on the bright morning of June 2, 2017.

Sharda exited his house, shirtless, after law enforcement knocked on his door to see all that was in front of him with a wide-eyed, slack-jawed look on his face. It was priceless. As three cars, two motorcycles and the basic contents of an 11,000 square-foot house were removed. Why? For the execution of an order seizing assets from Dr. Deadbeat, my opinionated moniker for Dr. Sharda, who had not paid a judgment levied against him.

Posted in Uncategorized | [Leave a reply](#)

Dr. Navneet (Nav) Sharda, Las Vegas Radiation Oncologist and His Jekyll & Hyde Ways (In My Opinion)

Posted on July 12, 2017

What I've witnessed and what I've experienced cannot describe the Jekyll and Hyde, condescending behavior displayed by Dr. Navneet (Nav) Sharda to other people, who he clearly sees as inferior to him, in my opinion. He plays the humble doctor role in front of his patients, but to others, he clearly feels as if they are impediments that are in his way to be run over, ignored and/or discarded and dismissed as so much trash.

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Court Cases

If you have trouble reading this, click on the image below to enlarge:

Civil/Criminal Case Records Search Results

Skip to Main Content Logout My Account Search Menu New District Civil/Criminal Search Refine Search Location : District Court Civil/Criminal Help

Record Count: 13

Search By: Party Party Search Mode: Name Last Name: sharda All All Sort By: Filed Date

Case Number	Citation Number	Style/Defendant Info	Filed/Location	Type/Status	Charge(s)
04A491456		Navneet Sharda vs Dhan Kaushal	09/02/2004 Department 7	Intentional Misconduct Closed	
A-09-597498-B		Jamies Ashworth, Plaintiff(s) vs. New Las Vegas Country Club, Defendant(s)	08/19/2009 Department 15	Business Court Closed	
A-09-804352-C		Lee Bass, Plaintiff(s) vs. Navneet Sharda, M.D., Defendant(s)	11/25/2009 Department 27	Malpractice - Medical/Dental Closed	
A-10-812556-J		Navneet Sharda, M.D., Plaintiff(s) vs. Nevada State Board of Medical Examiners, Defendant(s)	03/24/2010 Department 19	Civil Petition for Judicial Review Closed	
A-10-814170-C		A.C. Houston Lumber Company, Plaintiff(s) vs. Rivera Framing Incorporated, Defendant(s)	04/12/2010 Department 32	Title to Property Closed	
A-11-833282-B		First Financial Bank, Plaintiff(s) vs. BDS and Son LLC, Defendant(s)	01/14/2011 Department 11	Business Court Closed	
A-11-841531-C		Dick Worthen Distributing, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	05/17/2011 Department 30	Title to Property Closed	
A-11-842882-C		Bank of Las Vegas, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	06/09/2011 Department 14	Breach of Contract Closed	
A-12-869822-C		AM Corporation of Nevada, Plaintiff(s) vs. Bank of Nevada, Defendant(s)	10/10/2012 Department 31	Breach of Contract Closed	
A-12-872585-C		Lionel Sawyer & Collins, LTD, Plaintiff(s) vs. Moonrock LLC, Defendant(s)	11/27/2012 Department 12	Other Civil Filing Closed	
A-15-712887-C		Gordon Silver, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	01/21/2015 Department 18	Collection of Accounts Closed	
A-15-724741-C		Navneet Sharda, Plaintiff(s) vs. Oran Seldon, Defendant(s)	09/16/2015 Department 17	Other Tort Open	
A-17-758274-C		Steven Barker, Plaintiff(s) vs. Shaikh Hirji, Defendant(s)	06/01/2017 Department 18	Intentional Misconduct Open	

Civil/Criminal Case Records Search Results

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Location : District Court Civil/Criminal [Help](#)

Record Count: 13

Search By: Party Party Search Mode: Name Last Name: sharda All All Sort By: Filed Date

Case Number	Citation Number	Style/Defendant Info	Filed/Location	Type/Status	Charge(s)
04A491458		Navneet Sharda vs Dhan Kaushal	09/02/2004 Department 7	Intentional Misconduct Closed	
A-09-597499-B		James Ashworth, Plaintiff(s) vs. New Las Vegas Country Club, Defendant(s)	08/19/2009 Department 15	Business Court Closed	
A-09-604352-C		Lee Bass, Plaintiff(s) vs. Navneet Sharda, M.D., Defendant(s)	11/25/2009 Department 27	Malpractice - Medical/Dental Closed	
A-10-612556-J		Navneet Sharda, M.D., Plaintiff(s) vs. Nevada State Board of Medical Examiners, Defendant(s)	03/24/2010 Department 19	Civil Petition for Judicial Review Closed	
A-10-614170-C		A.C. Houston Lumber Company, Plaintiff(s) vs. Rivera Framing Incorporated, Defendant(s)	04/12/2010 Department 32	Title to Property Closed	
A-11-633282-B		First Financial Bank, Plaintiff(s) vs. BDS and Son LLC, Defendant(s)	01/14/2011 Department 11	Business Court Closed	
A-11-641531-C		Dick Worthen Distributing, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	05/17/2011 Department 30	Title to Property Closed	
A-11-642862-C		Bank of Las Vegas, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	06/09/2011 Department 14	Breach of Contract Closed	
A-12-669922-C		AM Corporation of Nevada, Plaintiff(s) vs. Bank of Nevada, Defendant(s)	10/10/2012 Department 31	Breach of Contract Closed	
A-12-672585-C		Lionel Sawyer & Collins, LTD, Plaintiff(s) vs. Moonrock LLC, Defendant(s)	11/27/2012 Department 12	Other Civil Filing Closed	
A-15-712697-C		Gordon Silver, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	01/21/2015 Department 16	Collection of Accounts Closed	
A-15-724741-C		Navneet Sharda, Plaintiff(s) vs. Orah Seldon, Defendant(s)	09/16/2015 Department 17	Other Tort Open	
A-17-756274-C		Steven Barket, Plaintiff(s) vs. Shafik Hirji, Defendant(s)	06/01/2017 Department 18	Intentional Misconduct Open	

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Bankruptcy

Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 1 of 6

United States Bankruptcy Court District of Nevada		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): BDS AND SON, LLC		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all): 02-0731215		Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 3508 E Harmon Ave Las Vegas, NV		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 89121		ZIP Code
County of Residence or of the Principal Place of Business: Clark		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box)	Nature of Business (Check one box)	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)
<input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Nature of Debts (Check one box)		
<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."		<input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box)		Chapter 11 Debtors
<input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration, certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to creditors or affiliates) are less than \$2,341,200 (amount subject to adjustment on 4/01/17 and every four years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information		THIS SPACE IS FOR COURT USE ONLY
<input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		
Estimated Number of Creditors		
<input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets		
<input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities		
<input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

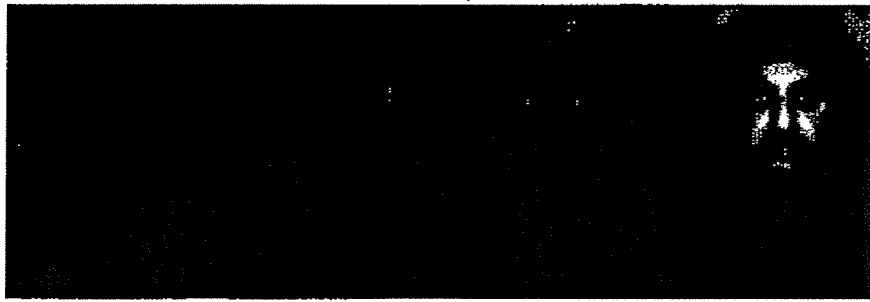
Official Form 101-2009		Page 3
Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s): BBS AND DGM, LLC
<p>Signature(s) of Debtor(s) (Individual/Partners)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p>If petitioner is an individual whose debts are primarily consumer debts and not debts to the United States, I am not a debtor under chapter 7, 11, 12, or 13 of title 11, United States Code, and I am not a debtor under chapter 9 of title 11, United States Code, and I am not a debtor under chapter 12 of title 11, United States Code, and I am not a debtor under chapter 13 of title 11, United States Code, and I am not a debtor under chapter 15 of title 11, United States Code.</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X Signature of Debtor</p> <p>X Signature of Joint Debtor</p> <p>Telephone Number (if not represented by attorney)</p> <p>Date</p>		<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am subject to the jurisdiction of the United States.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1533 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign court proceeding is attached.</p> <p>X Signature of Foreign Representative</p> <p>Printed Name of Foreign Representative</p> <p>Date</p>
<p>Signature of Attorney*</p> <p>X <u>Atty. Navneet Sharda, Esq.</u></p> <p>Signature of Attorney for Debtor(s)</p> <p><u>Atty. Navneet Sharda, Esq. 112807</u></p> <p>Printed Name of Attorney for Debtor(s)</p> <p><u>Navneet Sharda, Esq., LLC</u></p> <p>Firm Name</p> <p><u>200 N. Main Street, Suite 2000</u></p> <p><u>Las Vegas, NV 89101</u></p> <p>Address</p> <p>Event: <u>attorney@navneetsharda.com</u></p> <p><u>702.496.1600 Fax: 702.496.3067</u></p> <p>Telephone Number</p> <p><u>March 2, 2011</u></p> <p>Date</p> <p>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the petition is incorrect.</p>		<p>Signature of the Attorney-Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 1101; (2) I prepared this document for completion and have provided the debtor with a copy of this document and the notice and information required under 11 U.S.C. §§ 1101(b), 1106(a), and 1106(b); and, (3) I am not a qualified legal representative pursuant to 11 U.S.C. § 1106(a) using a certification for the services chargeable by bankruptcy petition preparers. I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or attempting any fee from the debtor, as required in that notice. Official Form 10 is attached.</p> <p>Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>Social Security number (if the bankruptcy petition preparer is not an individual, enter the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer) (Required by 11 U.S.C. § 1101)</p> <p>Address</p> <p>X</p> <p>Date</p> <p>Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Name and Social Security number of all other individuals who prepared or assisted in preparing the document under the bankruptcy petition preparer is not so indicated.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 1106; 18 U.S.C. § 1546.</p>
<p>Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>Atty. Navneet Sharda</u></p> <p>Signature of Authorized Individual</p> <p><u>Navneet Sharda</u></p> <p>Printed Name of Authorized Individual</p> <p><u>Navneet Sharda</u></p> <p>Title of Authorized Individual</p> <p><u>March 2, 2011</u></p> <p>Date</p>		

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Shafik Hirji (Convicted Felon)

Another Dr. Nav Sharda relationship with a convicted felon. It's a known fact that Navneet Sharda has invested more than \$1.3 million in the last several months with convicted felon Shafik Hirji in a group of stores known as Furniture Fashions. The strange part of the story is that Dr. Nav Sharda has more than \$4.5 million in judgments, yet they go unfulfilled and he uses his apparently sizable resources to collude with a convicted felon.



**Shafik Hirji, Cry Baby — Bashing Me About Putting Up
www.YasminBrown.net Website, But Totally Overlooks the
\$6 Million That Went Through Her Bank of America Account**

Posted on July 25, 2017 by Sharda



HIT COUNTER

DISCLAIMER

This website, in its entirety, is being published for what it is: a website. It is not a source of information as it relates to Shafik Hirji. The website, from time to time, will also provide opinion and satire to make various points.

All information is backed by a variety of documents, court and otherwise; extensive research, direct dealing with the subject and other first-hand accounts. All and not herein is published as a exercise in the Constitutional right to freedom of speech, as not both in the First Amendment.

All opinion and satire are solely the author's, Dr. A. Sharda.

This website will expose publicly available information that the public at large often does not see or pay attention to. The publication of this website, Dr. A. Sharda, is acting in the role of a watchdog.

Recent Posts

- Shafik Hirji, Cry Baby — Bashing Me About Putting Up www.YasminBrown.net Website, But Totally Overlooks the \$6 Million That Went Through Her Bank of America Account
- Shafik Hirji Fires Daniel Marica, Las Vegas Attorney, for Representing Him Against Me (LOL!)
- Yasmin Brown on the Launch
- Shafik Hirji, Shafik Brown A Yasmin Brown Show, Moved to 1060 KVCN/31 Drive in Henderson, Nevada (A Public Service Announcement)
- Shafik Hirji's Top 100 List, 100th Anniversary 100th Anniversary (100th Anniversary 100th Anniversary)

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Furniture Fashions

Click on the image below to read a few more details, or go here: [Shafik Brown & Shafik Hirji Lawsuit Filed Among Causes of Action: Fraud in the Inducement](#)

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Steven D. Griesen
CLERK OF THE COURT

LAWUIT FILED
briand@mcdonaldlawyers.com
briand@mcdonaldlawyers.com
Phone: (702) 385-7411

SHAFIK BROWN & SHAFIK HURJI

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9
10 STEVEN BARKET, an individual; and G65
11 VENTURES, LLC., a Nevada Limited Liability
12 Company,
13
14 Plaintiffs,
15
16 vs.
17
18 SHAFIK HURJI, an individual; SHAFIK
19 BROWN, an individual; and [REDACTED]
20 [REDACTED] FURNITURE
21 BOUTIQUE, LLC., A Nevada Limited Liability
22 Company, [REDACTED] X, inclusive and ROE
23 [REDACTED] X,
24 Defendants.

Case No.: A-17-758274-C
Dist. No.: Department 18

VERIFIED COMPLAINT
I, [REDACTED], of record, Brandon B. McDonald,
[REDACTED] and for their causes [REDACTED]
[REDACTED] SHAFIK HURJI

25 1. Plaintiff Steven Barket, [REDACTED] relevant hereto, was a [REDACTED]
26 residing and doing business in Clark County, Nevada.
27
28

& DR. NAVNEET SHARDA, WHOSE NAME INITIALLY WAS REDACTED

Page 1 of 16

Case Number: A-17-758274-C

Shafik Hirji Exposed, Las Vegas, Nevada, Convicted Felon, Unofficial Site by S. A. Barket

*Unofficial Site for Shafik Hirji, Straw
Operator for Olivia's Mexican
Restaurant, Hatari Restaurant,
Furniture Fashion Stores, USA Auto
Service, Purrfect Auto, Las Vegas*

**Shafik Brown & Shafik Hirji Lawsuit Filed
Among Causes of Action: Fraud in the Inducement**

Posted on June 6, 2017 by Steve

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8/1/2017 12:07 PM
Steven D. Grier
CLERK OF THE COURT

LAW SUIT FILED:
SHAFIK BROWN &
SHAFIK HIRJI

brandon@mcdonaldlawyers.com
450 W. ...
Facsimile: (702) 385-7411

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65 VENTURES, LLC., a Nevada Limited Liability Company,
Plaintiffs,
vs.
SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and [REDACTED] FURNITURE BOUTIQUE, LLC., A Nevada Limited Liability Company, [REDACTED] X, inclusive and ROE [REDACTED] through XX,
Defendants.

A-17-756274-C
Case No.:
Dept. No.: Department 18

SHAFIK BROWN

SHAFIK HIRJI

VERIFIED COMPLAINT

...ntiffs, by and through their counsel of record, Brandon B. McDonald,
...OFFICES and for their causes of action, allege as follows:

PARTIES

1. Plaintiff, Steven Barket, at all times relevant hereto, was and is an individual residing and doing business in Clark County, Nevada.

Page 1 of 16

Case Number: A-17-756274-C

Fraud in the inducement, negligent misrepresentation, civil conspiracy ... it just goes on and on.

The noose is starting to tighten around the neck of Shafik Hirji and now his son, Shafik Brown, as well.

Hirji has taken great pride in telling the world that he has nothing in his name. I'm not so sure that's the smartest thing to do. But then again, a raccoon can't change its stripes. Hirji doesn't change up his modus operandi. He's set in his ways.

But I have found several assets, LLCs and bank accounts in the name of Shafik Brown. Shafik Brown drives an "M" series BMW, has several bank accounts and has squandered money from our venture on stupid things, including iTunes purchases with a corporate account.

Only time will tell if Shafik Brown, at 22 years old, will end up like Shafik Hirji, 59. I thought a father was supposed to protect his children, not put them in harm's way.

What a Father's Day present!

As a result of all his shenanigans, Shafik Hirji and his nominee Shafik Brown are now winding up in Nevada District Court with lots to explain.

This entry was posted in [Uncategorized](#). Bookmark the [permalink](#).

Shafik Hirji Exposed, Las Vegas, Nevada, Convicted Felon, Unofficial Site by S. A. Barket
Proudly powered by [WordPress](#).

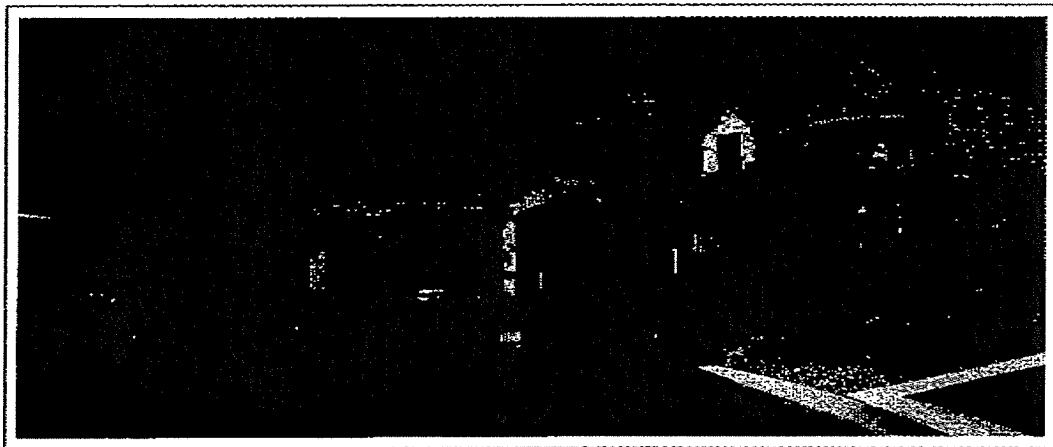
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Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

1800 Melfi Court

1800 Melfi Court — site of the seizure of Dr. Navneet Sharda assets:



Nav Sharda's driveway at 1800 Melfi Court is blocked by a tow truck with one of two seized motorcycles already on it, a law enforcement vehicle, and attorney's vehicle. One of Sharda's vehicles, which later that morning would also be seized, is visible at the garage entrance. Click on the photo to see a larger view of the scene.

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Agua Fria Insurance

Coming soon

.....

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Bryan Naddafi

Watch what happens to Las Vegas attorney Bryan Naddafi ... will he be the next in a long line of lawyers (and others who have worked for Dr. Navneet Sharda) to be left unpaid?

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Sunrise Hospital

Dr. Navneet Sharda sues Sunrise Hospital for lost privileges.

VegasDesi.com reported that Dr. Sharda has been licensed to practice in Nevada since 1997. In 2001, he was given temporary privileges for inpatient consultation services and oncology surgical procedures, then in 2003, he went to full-time status. However, in November 2013, Sharda's privileges at Sunrise lapsed. That happened as well at about the same time.

Click on the image to read the full story and see below that Sharda's hand-written lawsuit cover sheet:

Privileges Lost – Dr. Navneet Sharda Files Lawsuit Against Sun...

<https://www.vegasksi.com/2016/10/05/privileges-lost-dr-navneet-sharda/>

PRIVILEGES LOST – DR. NAVNEET SHARDA FILES LAWSUIT AGAINST SUNRISE HOSPITAL



Dr. Navneet Sharda won Sunrise Hospital for lost privileges.

Dr. Sharda, a graduate of University of Utah School of Medicine, conducted specialty training at the University of Wisconsin, Division of Human Oncology and has been licensed to practice in Nevada since 1997. In 2001, Sharda was granted temporary privileges at Sunrise and its Division of Radiation Oncology where Sharda was granted the ability

to use Sunrise facilities for important consultation services and oncology surgical procedures. In 2003, Sharda's provisional status was advanced to Active Staff status and conditional renewal of Active Status. In November 2013, Sharda's privileges at Sunrise lapsed. Sunrise informed Sharda that his documentation requesting privileges was deficient and accordingly had lapsed. Sharda alleges that he was not notified of these alleged deficiencies by Sunrise prior to November 2013. Additionally, at the same time, Mountain View Hospital also notified Sharda of potential deficiencies at the same time.

In July 2015, Sharda submitted a request for consideration for the purposes of renewing his privileges with Sunrise. Later in August 2015, the committee informed Sharda that his request could not be processed for lack of proof of eligibility criteria for failure to provide the requested documentation. In October, Sharda submitted a request for confirmation packet to Sunrise and during the submission period Sharda received a written request by another Sunrise Hospital Physician to meet with a patient with regard to an oncology opinion. The request was made on behalf of patient's treating physician, Rita Marley.

After seeing the patient, Sunrise issued a cease and desist against Sharda preventing him from entering the premises of Sunrise. Sunrise asserted that Sharda had no right to consult with patient at their premises. In January 2016, Sunrise advised Sharda that his request for confirmation would likely be denied and that Sharda could enforce his right to a hearing and appeal based on Sunrise Bylaws. The following six months, Sharda through his attorney, attempted to schedule a hearing for appeal. It is alleged that Sunrise failed to provide Sharda with his requested hearing. Despite making the timely request, Sharda was ignored for at least six months by Sunrise.

In February, 2016 Sunrise reported Sharda to the National Practitioner Data Bank (NPDB) complaining, amongst other things, of consulting with a patient at Sunrise. It is alleged since March 2016, Sharda, by and through his counsel, attempted to set the fair hearing date with Sunrise to no avail. Finally, in September 2016, Sunrise contacted Sharda's counsel to receive an update regarding the fair hearing date. However, Sharda will has no hearing date scheduled – more than half a year after his request.

It is further alleged that actions by Sunrise indicate a pattern of behavior designed to hinder deter Sharda's medical practice and Sharda has been damaged, both economically and professionally, as a direct and proximate result of Sunrise's action.

Sharda's legal counsel is taking an award of punitive or exemplary damages in an amount to compensate Sharda for mental anguish, humiliation, and outrage that Sharda has suffered. Sharda through his attorney is demanding a jury trial in this matter.

They remain lapsed and Sharda has sued:

SM (Rev. 11/15)

Case 2:16-cv-02233-JCM-GWF Document 1-1 Filed 09/22/16 Page 1 of 1

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of advising the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Navneet Sharda, M.D.

(b) County of Residence of First Listed Plaintiff: Clark
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEY (Give Name, Address, and Telephone Number)

Law Office P. Sterling Kerr
2450 St. Rose Pkwy #200
Henderson, NV 89014 702.451.2055

DEFENDANTS

Sunrise Hospital and Medical Center, LLC, a foreign limited liability company; The Board of Trustees of Sunrise Hospital; DOE individuals 1 through X; and ROE Corporations and Organizations 1 through X

County of Residence of First Listed Defendant: Clark

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Different Citizenship of Parties in Same SD)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State: ☐ 1 PTF ☐ 1 DEF
Citizen of Another State: ☐ 2 PTF ☐ 2 DEF
Citizen of Subject of a Foreign Country: ☐ 3 PTF ☐ 3 DEF
Incorporated or Principal Place of Business in This State: ☐ 4 PTF ☐ 4 DEF
Incorporated and Principal Place of Business in Another State: ☐ 5 PTF ☐ 5 DEF
Foreign: ☐ 6 PTF ☐ 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|---|---|--|--|---|
| <input type="checkbox"/> 118 Insurance
<input type="checkbox"/> 128 Marine
<input type="checkbox"/> 130 Motor Act
<input type="checkbox"/> 140 Negligence Insurance
<input type="checkbox"/> 150 Recovery of Overpayment & Reimbursement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Outdated Student Loans (Excludes Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 193 Consumer Product Liability
<input type="checkbox"/> 194 Products | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employees' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Products Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
<input type="checkbox"/> 365 Personal Injury - Medical Malpractice | PERSONAL PROPERTY
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Trusts in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 425 Drug Related Suits of Property 21 USC 881
<input type="checkbox"/> 490 Other | <input type="checkbox"/> 422 Appeal 38 USC 136
<input type="checkbox"/> 423 Withdrawal 21 USC 157
<input type="checkbox"/> 430 Copyrights
<input type="checkbox"/> 435 Patent
<input type="checkbox"/> 440 Trademark | <input type="checkbox"/> 401 State Transportation
<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 420 Bankruptcy
<input type="checkbox"/> 430 Bank and Banking
<input type="checkbox"/> 440 Commerce
<input type="checkbox"/> 450 Deportation
<input type="checkbox"/> 470 Banknotes Issued and Currency Organization
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Child Labor TV
<input type="checkbox"/> 500 Securities/Commodities Exchange
<input type="checkbox"/> 504 Other Securities Actions
<input type="checkbox"/> 505 Agricultural Acts
<input type="checkbox"/> 506 Environmental Matters
<input type="checkbox"/> 507 Freedom of Information Act
<input type="checkbox"/> 508 Arbitration
<input type="checkbox"/> 509 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 554 Constitutionality of State Statutes |
|---|---|---|--|--|---|

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (Case)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

On the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
FEDERAL JURISDICTION

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions)

JUDGE

DOCKET NUMBER

DATE
09/22/2016SIGNATURE OF ATTORNEY OF RECORD
/s/ P. Sterling Kerr

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING TO _____ JUDGE _____ MAG. JUDGE _____

JS 44 (Rev. 11/15)

Case 2:16-cv-02233-JCM-GWF Document 1-1 Filed 09/22/16 Page 1 of 1

CIVIL COVER SHEET

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Navneel Sharda, M.D.

(b) County of Residence of First Listed Plaintiff Clark
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Office P. Sterling Kerr
2450 St. Rose Pkwy #220
Henderson, NV 89014 702-451-2055

DEFENDANTS

Sunrise Hospital and Medical Center, LLC, a foreign limited liability company; The Board of Trustees of Sunrise Hospital; DOE individual through X; and ROE Corporations and Organizations I through X

County of Residence of First Listed Defendant Clark
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTT | DEF | | PTT | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONSUMER PROTECTION	LABOR	PROPERTY	PERSONAL INJURY	PERSONAL INJURY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicine Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Balance of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Support/Corruption <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input checked="" type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 500 Securities/Commodities/Exchange <input type="checkbox"/> 590 Other Statutory Actions <input type="checkbox"/> 591 Agricultural Acts <input type="checkbox"/> 593 Environmental Matters <input type="checkbox"/> 595 Freedom of Information Act <input type="checkbox"/> 596 Arbitration <input type="checkbox"/> 599 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Real Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (Specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fourteen Amendment

Brief description of cause:
Medical Malpractice

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE
09/22/2016SIGNATURE OF ATTORNEY OF RECORD
/s/ P. Sterling Kerr

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING FFP _____ JUDGE _____ MAG. JUDGE _____



PRIVILEGES LOST – DR. NAVNEET SHARDA FILES LAWSUIT AGAINST SUNRISE HOSPITAL



Dr. Navneet Sharda sues Sunrise Hospital for lost privileges.

Dr. Sharda, a graduate of University of Utah School of Medicine, conducted specialty training at the University of Wisconsin, Division of Human Oncology and has been licensed to practice in Nevada since 1997. In 2001, Sharda was granted temporary privileges at Sunrise and its Division of Radiation Oncology wherein Sharda was granted the ability

to use Sunrise facilities for inpatient consultation services and oncology surgical procedures. In 2003, Sharda's provisional status was advanced to Active Staff status and continued renewal of Active Status. In November 2013, Sharda's privileges at Sunrise lapsed. Sunrise informed Sharda that his documentation requesting privileges was deficient and accordingly had lapsed. Sharda alleges that he was not notified of these alleged deficiencies by Sunrise prior to November 2013. Additionally, at the same time, Mountain View Hospital also notified Sharda of potential deficiencies at the same time.

In July 2015, Sharda submitted a request for consideration for the purposes of resuming his privileges with Sunrise. Later in August 2015, the committee informed Sharda that his request could not be processed for lack of proof of eligibility criteria for failure to provide the requested documentation. In October, Sharda submitted a request for confirmation packet to Sunrise and during the submission period Sharda received a written request by another Sunrise Hospitalist Physician to meet with a patient with regard to an oncology opinion. The request was made on behalf of patient's treating physician Rita Maity.

After seeing the patient, Sunrise issued a cease and desist against Sharda preventing him from entering the premises of Sunrise. Sunrise asserted that Sharda had no right to consult with patient at their premises. In January 2016, Sunrise advised Sharda that his request for confirmation would likely be denied and that Sharda could enforce his right to a hearing and appeal based on Sunrise Bylaws. The following six months, Sharda through his attorney, attempted to schedule a hearing for appeal. It is alleged that Sunrise failed to provide Sharda with his requested hearing. Despite making the timely request, Sharda was ignored for at least six months by Sunrise.

In February, 2016 Sunrise reported Sharda to the National Practitioner Data Bank (NPDB) complaining, amongst other things, of consulting with a patient at Sunrise. It is alleged since March 2016, Sharda, by and through his counsel, attempted to set the fair hearing date with Sunrise to avail. Finally, in September 2016, Sunrise contacted Sharda's counsel to receive an update regarding the fair hearing date. However, Sharda has no hearing date scheduled – more than half a year after his request.

It is further alleged that actions by Sunrise indicate a pattern of behavior designed to hinder deter Sharda's medical practice and Sharda has been damaged, both economically and professionally, as a direct and proximate result of Sunrise's action.

8/1/2017

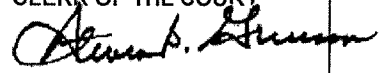
Privileges Lost – Dr. Navneet Sharda Files Lawsuit Against Sunrise Hospital – Vegasdesi.com

Sharda's legal counsel is asking an award of punitive or exemplary damages in an amount to compensate Sharda for mental anguish, humiliation and outrage that Sharda has suffered. Sharda through his attorney is demanding a jury trial in this matter.

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^

EXHIBIT 7



1 NOE
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *office@danielmarks.net*
9 *Attorney for Defendants, Shafik Hirji,*
10 *Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC, a Nevada Limited Liability
Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

11 Plaintiffs,

12 vs.

13 SHAFIK HIRJI, an individual; SHAFIK
14 BROWN, an individual; and NAVEET
15 SHARDA, an individual; FURNITURE
16 BOUTIQUE, LLC, a Nevada Limited
17 Liability Company, and DOES I-X, inclusive
18 and ROE CORPORATIONS XI through XX.

19 Defendants.

18 NAVEET SHARDA, an individual;
19 TRATA, INC., a Nevada Corporation;

20 Counterclaimants,

21 vs.

22 STEVEN BARKET, an individual,

23 Counterdefendant.

24 SHAFIK HIRJI, an individual; SHAFIK
25 BROWN, an individual; and FURNITURE
26 BOUTIQUE, LLC, a Nevada Limited
27 Liability Company;

28 Counter-Claimants,

vs.

1 STEVEN BARKET, an individual,
2 Counter-Defendant.
3 _____/

4 MICHAEL AHDERS, an individual,
5 Plaintiff,
6 vs.

7 BOULEVARD FURNITURE, INC., a
8 Nevada corporation; SHAFIK HIRJI,
9 an individual; and SHAFIK
10 BROWN, an individual.
11 Defendants.
12 _____/

11 **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR**
12 **NOVEMBER 19, 2020 ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

13 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law for November 19,
14 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered in the above-entitled action on the
15 14th day of December, 2020, a copy of which is attached hereto.

16 DATED this 14th day of December, 2020.

17 LAW OFFICE OF DANIEL MARKS

18
19 /s/ Teletha Zupan. Esq.
20 DANIEL MARKS, ESQ.
21 Nevada Bar No. 002003
22 TELETHA L. ZUPAN, ESQ.
23 Nevada State Bar No. 12660
24 610 South Ninth Street
25 Las Vegas, Nevada 89101
26 *Attorneys for Defendants, Shafik Hirji,*
27 *Shafik Brown, and Furniture Boutique, LLC*
28

1 **CERTIFICATE OF SERVICE**

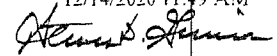
2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 14th day
3 of December, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted
4 a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT**
5 **AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020 ORDER DISMISSING**
6 **PLAINTIFFS' MATTER WITH PREJUDICE** by way of Notice of Electronic Filing provided by the
7 court mandated E-file & Serve system to the following:

8 Michael Mushkin, Esq.
9 MUSHKIN & COPPEDGE
6070 S. Eastern Ave. Ste. 270
Las Vegas, Nevada 89119
10 *Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC.*

11 Harold P Gewerter, Esq.
12 HAROLD P GEWERTER, ESQ. LTD
1212 Casino Center Blvd.
Las Vegas, Nevada 89104
13 *Attorney for Navneet Sharda and Trata Inc.*

14 Charles Barnabi, Esq.,
15 THE BARNABI LAW FIRM, PLLC
375 e. Warm Spring Road, Ste. 104
Las Vegas, Nevada 89119
16 *Attorney for Plaintiff, Michael Ahders*

17
18 /s/ Jessica Flores
19 An employee of the
20 LAW OFFICE OF DANIEL MARKS
21
22
23
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25
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27
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CLERK OF THE COURT

1 ORDR
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *Attorney for Defendants, Shafik Hirji,*
9 *Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 STEVEN BARKET, an individual; and G65 Case No.: A-17-756274-C
11 VENTURES, LLC, a Nevada Limited Liability Case No.: A-18-770121-C
12 Company, Dept. No.: IV

13 Plaintiffs,

14 vs.

15 SHAFIK HIRJI, an individual; SHAFIK
16 BROWN, an individual; and NAVEET
17 SHARDA, an individual; FURNITURE
18 BOUTIQUE, LLC, a Nevada Limited
19 Liability Company, and DOES I-X, inclusive
20 and ROE CORPORATIONS XI through XX.

21 Defendants.

22 NAVEET SHARDA, an individual;
23 TRATA, INC., a Nevada Corporation;

24 Counterclaimants,

25 vs.

26 STEVEN BARKET, an individual,

27 Counterdefendant.

28 SHAFIK HIRJI, an individual; SHAFIK
29 BROWN, an individual; and FURNITURE
30 BOUTIQUE, LLC, a Nevada Limited
31 Liability Company;

32 Counter-Claimants,

33 vs.

34 STEVEN BARKET, an individual,

1 Counter-Defendant.
2 MICHAEL AHDERS, an individual, /
3 Plaintiff,
4 vs.
5 BOULEVARD FURNITURE, INC., a
6 Nevada corporation; SHAFIK HIRJI,
7 an individual; and SHAFIK
8 BROWN, an individual.
9 Defendants. /

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCP 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCP 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
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1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

27 *////*
28

1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judicata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.

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CONCLUSIONS OF LAW

1. **THE COURT HEREBY CONCLUDES** that EDCR 2.24(b) states that a party seeking reconsideration of a ruling of the court must file a motion for such relief within 14 days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).
2. **THE COURT FURTHER CONCLUDES** that Plaintiffs' motion for entry of confession of judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019 in Case No. A-18-770121-C, which was consolidated with this matter (Case No.: A-17-756274-C), wherein the Court held that the Confession of Judgment dated November 21, 2016 for \$100,000 plus interest was void under NRCP 60(b). This Court set aside and vacated the Confession of Judgment, granted Defendants motion for stay of execution, and consolidated the two matters.
3. **THE COURT FURTHER CONCLUDES** that Defendants filed a Countermotion for Sanctions Pursuant to EDCR 7.60 requesting sanctions under EDCR 7.60. Defendants argue that Plaintiffs motion is a frivolous motion and unnecessarily multiplies proceedings in a case to increase costs because Plaintiffs blatantly disregarded this Court's April 25, 2019 Order (which was entered on May 17, 2019). On December 13, 2019, Plaintiffs re-filed the same voided Confession of Judgment in the new action Case No. A-19-806944-C before Judge Cory and began to execute upon it, and attempted to take a third bite at the apple by filing the pending motion to enforce the same voided confession of judgment for a third time.

1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).
15

16 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
17 Sanctions Pursuant to NRCp 11 on the basis that Defendants Shafik Hirji and
18 Shafik Brown and their counsels have allegedly knowingly, purposefully and
19 intentionally misrepresented the nature of payments made by them to Steven
20 Barket and Michael Ahders, because said arguments are false, have no merit, and
21 are without any evidentiary support.

22 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
23 is within the district court's sound discretion and will not be overturned absent a
24 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
25 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
26 frivolous actions, but they should not be imposed where the sanctions would have
27 a chilling effect and discourage attorneys from exercising imagination and
28

1 perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In*
2 *& For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

3 7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an
4 award of Rule 11 sanctions against Defendants or defense counsel.

5 8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral
6 estoppel, may be implicated when one or more of the parties to an earlier suit are
7 involved in subsequent litigation on a different claim. Issues that were determined
8 in the prior litigation arise in the later suit. If the common issue was actually
9 decided and necessary to the judgment in the earlier suit, its relitigation will be
10 precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180,
11 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered
12 when a judgment is entered. *Id.* While issue preclusion is implicated when the
13 parties to an earlier suit are involved in a subsequent litigation on a different
14 claim, claim preclusion applies when a valid and final judgment on a claim
15 precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v.*
16 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of*
17 *Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

18 9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
19 adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048,
20 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the
21 same, (2) the final judgment is valid, and (3) the subsequent action is based on the
22 same claims or any part of them that were or could have been brought in the first
23 case.
24

25 10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
26 held that the doctrine of res judicata precludes parties or those in privity with them
27 from relitigating a cause of action or an issue which has been finally determined
28

1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.

8 **ORDERS**

9 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
11 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
12 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
13 EDCR 2.24.

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
15 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
16 Defendants' counter-motion for sanctions pursuant to EDCR 7.60 is DENIED.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
18 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
19 DENIED because there is no legal basis for an award of Rule 11 sanctions.

20 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
21 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
22 DENIED.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
24 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
25 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
26 to the loans alleged by Plaintiffs have been adjudicated as follows:
27
28

- 1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;
3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;
7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;
9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and
11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.

13
14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are **DENIED** as **MOOT**.

Dated this 14th day of December, 2020

Kenny S. Enley

C79 527 3602 8FF2

Kerry Earley

Appellate Court Judge content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)
9

10 AUTOMATED CERTIFICATE OF SERVICE

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

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