

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:17 p.m.
)	Elizabeth A. Brown
Appellants,)	Clerk of Supreme Court
)	Appeal No.: 82360
v.)	Nature of Proceedings: Appeal
)	Court below: Eighth Judicial
)	District Court of Nevada, Case No.:
STEVEN BARKET, an individual, et)	A-17-756274-C
al.)	
)	
Respondents.)	
)	
)	
)	

**APPELLANTS NAVNEET SHARDA AND TRATA INC.'S
OPENING BRIEF**

R. Christopher Reade, Esq.
Nevada Bar No. 006791
CORY READE DOWS & SHAFER
1333 N. Buffalo Drive, Suite #210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Facsimile: (702) 794-4421
Attorneys for Appellants
NAVNEET SHARDA and TRATA, INC.

NRAP 26.1 DISCLOSURE STATEMENT

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) that must be disclosed. These representations are made in order that the judges and justices of this court may evaluate possible disqualification or recusal.

Appellant TRATA, INC. is a Nevada corporation with no publicly held corporation owning ten percent (10%) or more of its interests, nor is it owned by a parent corporation.

Cory Reade Dows & Shafer represent the Appellants in this proceeding, and there is no parent corporation or publicly held company that owns 10% or more of its stock.

The following attorneys of the law firm Cory Reade Dows & Shafer have appeared for the Appellants: R. Christopher Reade, Esq.

Dated this 2nd day of August, 2021.

CORY READE DOWS & SHAFER

By: /s/ R. Christopher Reade
R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Facsimile: (702) 794-4421
creade@crdslaw.com
Attorneys for Appellants

TABLE OF CONTENTS

NRAP 26.1 DISCLOSURE STATEMENT	i
TABLE OF CONTENTS	ii
TABLE OF AUTHORITIES	iv
RULES AND STATUTES	iv
JURISDICTIONAL STATEMENT	v
ROUTING STATEMENT	vi
STATEMENT OF ISSUES PRESENTED FOR REVIEW	vii
STATEMENT OF THE CASE	1
STATEMENT OF FACTS	2
SUMMARY OF THE ARGUMENT	8
ARGUMENT	11
I. STANDARD OF REVIEW	11
II. THE DISTRICT COURT COMMITTED A CLEAR ABUSE OF DISCRETION IN DISMISSING THE COUNTERCLAIMS BASED ON THE DOCTRINE OF CLAIM PRECLUSION	12
A. The District Court erred in closing this case following the Findings of Fact and Conclusions of Law entered on December 14, 2020 when the order did not specifically address the counterclaims at issue	12
B. The Findings of Fact and Conclusions of Law entered on December 14, 2020 did not constitute a final judgment of the counterclaims for the purposes of res judicata (claim	

preclusion).....	13
C. Since Appellants’ counterclaims predate the confessions of judgment that were at issue in the Findings of Fact and Conclusions of Law entered on December 14, 2020, claim preclusion does not apply.....	14
III. THE DISTRICT COURT COMMITTED A CLEAR ABUSE OF DISCRETION WHEN IT DISMISSED APPELLANTS’ COUNTERCLAIMS WITH PREJUDICE PURSUANT TO NRCP 41(e)(6) WITHOUT ANY SUPPORT IN THE FINDINGS OF FACT OR CONCLUSIONS OF LAW.....	16
CONCLUSION.....	17
CERTIFICATE OF COMPLIANCE.....	18
CERTIFICATE OF SERVICE.....	20

TABLE OF AUTHORITIES

CASES

<u>Buzz Stew, L.L.C. v. City of N. Las Vegas</u> , 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008).....	11
<u>G.C. Wallace, Inc. v. Eighth Judicial Dist. Court</u> , 127 Nev. 701,____,262 P.3d 1135, 1137 (2011).....	11
<u>University of Nevada v. Tarkanian</u> , 110 Nev. 581, 598, 879 P.2d 1180, 1191 (1994).....	13, 14
<u>Pomeroy v. Waitkus</u> , 183 Colo. 344, 517 P.2d 396, 399 (1974), 127 Nev. 462, 255 P.3d 1281 (2011).....	13
<u>In re Medomak Canning</u> , 111 B.R. 371, 373 n. 1 (Bankr. D.Me.1990).....	13

RULES AND STATUTES

N.R.C.P 41(e)(6)	1, 16, 17
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JURISDICTIONAL STATEMENT

A. Basis for the Supreme Court's appellate jurisdiction.

Pursuant to NRAP 3A(b)(1), this is an appeal from a final judgment from the District Court. Final judgment was entered by the Honorable Kerry Earley of the Eighth Judicial District Court. A copy of the Findings of Fact and Conclusions of Law is found the Joint Appendix. (VI JA 1156-1171).

B. Filing dates establishing the timeliness of the appeal.

The Notice of Entry of Judgment was entered on December 14th, 2020 (VI JA 1172-1190). Pursuant to NRAP 4(a)(1), Appellants NAVNEET SHARDA and TRATA, INC. filed the Notice of Appeal (X JA 2147-2169) on January 13th, 2021.

C. Assertion that this appeal is from a final order or judgment.

On December 14th, 2020, the Eighth Judicial District Court entered a Judgment on Findings of Fact and Conclusions of Law adjudicating all claims (VI JA 1156-1171) and the Notice of Entry of Judgment on Findings of Fact and Conclusions of Law adjudicating all claims (VI JA 1172-1190).

ROUTING STATEMENT

This matter is neither presumptively retained by the Supreme Court or assigned to the Court of Appeals. Appellants believe this matter should be assigned to the Nevada Supreme Court as this matter involves a question of first impression and thus qualifies under NRAP 17(a)(11). While Appellants understand that the questions of first impression in this matter are not directly related to the United States Constitution, Nevada Constitution, or common law, due the unique facts of this matter regarding the abuse of discretion by the District Court when it dismissed Appellants' Counterclaims without addressing the Counterclaims in the Findings of Fact and Conclusions of Law.

STATEMENT OF ISSUES PRESENTED FOR REVIEW

- I. Did the District Court err in closing this case following the Findings of Fact and Conclusions of Law entered on December 14, 2020, when the order did not specifically address the counterclaims at issue?
- II. Does the Findings of Fact and Conclusions of Law entered on December 14, 2020 constitute a final judgment of the counterclaims for the purposes of res judicata (claim preclusion)?
- III. Does claim preclusion apply to Appellants' counterclaims when claims predate the confessions of judgment that were at issue in the Findings of Fact and Conclusions of Law entered on December 14, 2020?
- IV. Does claim preclusion apply to appellant's counterclaims when the findings of fact and conclusions of law entered on December 14, 2020 did not specifically address them and rule them dismissed?

STATEMENT OF THE CASE

A. Nature of the case.

This appeal involves what appears to be a clear case of abuse of discretion on the part of the District Court when it dismissed Appellants' Counterclaims with prejudice based on res judicata (claim preclusion). Specifically, the District Court dismissed the Counterclaims because, "[t]he matter is based on the same claims or any part of them that were or could have been brought in prior cases." (Emphasis added). (VI JA 1156-1171). The SHARDA Appellants have never waived or litigated their underlying rights to be repaid their loan proceeds. The only questions that have been litigated is whether the BARKET-induced CIT Agreements and Confessions of Judgment were valid and enforceable. However, the underlying loans have never been litigated and have never been declared void. Judge Earley was incorrect in her ruling: the Confessions of Judgment were void; *the underlying loans were never declared void.*

Moreover, the District Court also erred when it made a finding of fact that with respect to HIRGI Respondents' Motion to Dismiss with prejudice pursuant to NRCP 41(e)(6) for want of prosecution to the extent that the facts in the case implicate the doctrines of collateral estoppel, claim preclusion and res judicata. However, it is not clear from the order whether the Appellants' Counterclaims are considered when the District Court made the decision as the Counterclaims are not mentioned anywhere in the order.

On December 14, 2020, the District Court entered its Findings of Fact and Conclusions of Law for the November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice. (VI JA 1156-1171). The Notice of Entry of Findings of Fact and Conclusions of Law was filed on December 14, 2020. (VI JA 1172-1190).

On December 28, 2020, Appellants filed their Motion for Clarification, and/or in the alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment (VI JA 1191-1296).

On January 13th, 2021, SHARDA Appellants filed the Notice of Appeal. (X JA 1914-1950)

STATEMENT OF FACTS

NAVNEET SHARDA (as well as SHARDA's entities CANCER CARE FOUNDATION and TRATA INC.) (hereinafter referred to as "SHARDA Appellants") made a series of five loans to against Shafik Hirji, Shafik Brown and Furniture Boutique LLC (hereinafter referred to as HIRJI Respondents) through Plaintiff STEVEN BARKET.

1. **Loan 1:** November 7, 2016, in the amount of \$200,000.00. (I JA 149-167)
2. **Loan 2:** November 21, 2016, in the amount of \$100,000.00. (I JA 168-185)
3. **Loan 3:** December 20, 2016, in the amount of \$100,000.00. (I JA 186-204)
4. **Loan 4:** January 20, 2017, in the amount of \$1,000,000.00. (I JA 205-223)
5. **Loan 5:** March 15, 2017, in the amount of \$200,000.00. (II JA 268-284)

A. The Underlying Action

BARKET coerced the HIRJI Respondents to sign Change in Terms (“CIT”) Agreements and Confessions of Judgment for each of the underlying Promissory Notes. (V JA 886-937) Ultimately on June 1, 2017 in the underlying action, BARKET sued the HIRJI Parties and SHARDA Parties alleging that BARKET was blocked from collecting on the underlying Notes and was entitled to enforce the underlying Notes. (I JA 1-16). In July 2017, BARKET coerced the SHARDA Parties into signing a Settlement Agreement to assign to BARKET the rights to collect on the Promissory Notes, CIT Agreements and Confessions of Judgment. (II JA 251-257) On August 11, 2017, SHARDA and TRATA filed Counterclaims against BARKET for (1) Breach of Contract; (2) Breach of Duty of Good Faith and Fair Dealing; and (3) Tortious Interference with Contractual Relations (collectively “Counterclaims”). (XI JA 2211-2219) The nature of the dispute alleged in the Counterclaims was based solely on an Agreement dated August 15, 2016 (hereinafter “Agreement”) (II JA 289-295), between Appellant Sharda and Respondent prohibiting the parties from disparaging one another. The Agreement also contained the following liquidated damages clause:

“The parties agree that in the event of a breach of this Agreement, the aggrieved party shall be entitled to liquidated damages in the amount of \$250,000.00, which is intended to compensate aggrieved party for the difficult-to-calculate loss the aggrieved party would suffer from as a result of the other party’s breach of this Agreement.” (II JA 289-295)

This Agreement *was separate and apart* from the facts and circumstances surrounding the series of four loans and allegations asserted by Plaintiffs in Case No. A-17-756274-C.

At some point after the Agreement was signed by the parties, Respondent violated the Agreement by causing to be created a website (<http://navneetshardaexamined.com>) (hereinafter “Barket Website”), for the sole purpose of posting disparaging information of Appellant and casting a negative and false light onto Appellant.

B. The Williams Action

On November 1, 2017, BARKET filed a separate suit against the HIRJI Parties in Case A-17-763985-C as “Cancer Care Foundation Inc. v. Hirji et. al” and more specifically filed a Confession of Judgment for \$1,213,088.50 on Loan 1 and Loan 2. The Action was assigned to the Honorable Timothy Williams. On April 5th, 2018, the Honorable Timothy Williams voided the underlying Confession of Judgment (III JA 515-521) in favor of CANCER CARE

FOUNDATION and being enforced by BARKET on grounds that questions remained as to the validity of the subsequent Confessions of Judgment but did not void the underlying obligations or loan agreements to pay CANCER CARE FOUNDATION back its monies in accordance with the Secured Promissory Notes. The Order was very specific that the Confession of Judgment may not be used as the basis for the entry of Judgment as against Defendants; however the Court did not rule that the underlying obligations were voided.

C. The Cadish Action

On November 1, 2017, BARKET filed a separate suit against the HIRJI Parties in Case A-17-763995-C as “Trata Inc. v. Hirji et. al” and more specifically filed a Confession of Judgment for \$3,582,105.99 on Loan 3 and Loan 4. (III JA 384-418) The Action was assigned to the Honorable Elissa Cadish. On April 17th, 2018, the Honorable Elissa Cadish voided the underlying Confession of Judgment. (III JA 522-530) in favor of TRATA and being enforced by BARKET but did not void the underlying obligations or loan agreements to pay TRATA back its monies in accordance with the Secured Promissory Notes. The Order was very specific that the Confession of Judgment may not be used as the basis for the entry of Judgment as against Defendants; however the Court did not rule that the underlying obligations were voided.

D. Judge Earley Misinterprets the Earlier Orders

On November 19, 2020, the District Court in the underlying case heard the following pending Motions, Replies, and Oppositions between Plaintiffs and Defendants Hirji, Brown, and Boutique. These Motions, Replies, and Oppositions were the sole consideration before the District Court. At no point were the Counterclaims, nor the facts and circumstances surrounding the Counterclaims discussed at this hearing. The District Court erroneously granted the Motion to Dismiss all of the claims at bar and effectively ruled that the HIRJI Parties were exonerated of their debts on the underlying obligations. However, on December 4, 2020, the District Court filed a Civil Order to Statistically Close Case, citing Involuntary Dismissal.

On December 14, 2020, the District Court filed its “NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020 ORDER DISMISSING PLAINTIFFS’ MATTER WITH PREJUDICE.” The District Court based its “ORDER DISMISSING PLAINTIFFS’ MATTER WITH PREJUDICE” (VI JA 1156-1171) on the doctrine of claim preclusion. Specifically, the district court ruled that the following Confessions of Judgment regarding the five (5) loans had previously been filed and considered void by various courts:

1. **Loan 1:** Confession of Judgment declared void by Judge Williams in Case No. A-17-763985-C, Order entered April 5, 2018. (III JA 515-521)
2. **Loan 2:** Confession of Judgment declared void by Judge Williams in Case No. A-17-763985-C, Order entered April 5, 2018. (III JA 515-521)
3. **Loan 3:** Confession of Judgment declared void by Judge Cadish in Case No. A-17-763995-C, Order entered April 17, 2018. (III JA 522-530)
4. **Loan 4:** Confession of Judgment declared void by Judge Cadish in Case No. A-17-763995-C, Order entered April 17, 2018. (III JA 522-530)

The court dismissed BARKET's matter with prejudice because the nature of the dispute between Plaintiffs and Defendants surrounded these four loans, and the Confessions of Judgment filed to enforce these loans were considered void in prior proceedings. Judge Earley was incorrect: the Confessions of Judgment were void; *the underlying loans were never declared void.* Therefore, claim preclusion prohibited the Parties from relitigating these issues.

SUMMARY OF THE ARGUMENT

The District Court committed clear abuse of its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion. Specifically, the District Court dismissed the Counterclaims because, “[t]he matter is based on the same claims or any part of them that were or could have been brought in prior cases.” (emphasis added). The SHARDA Parties have never waived or litigated their underlying rights to be repaid their loan proceeds. The only questions that have been litigated is whether the BARKET-induce CIT Agreements and Confessions of Judgment were valid and enforceable. However, the underlying loans have never been litigated and have never been declared void. Claim preclusion would not apply, because Case No. A-17-756274-C commenced on June 1, 2017, and the Counterclaims were filed on August 11, 2017, which occurred prior to the commencement of litigation of the cases voiding the Confessions of Judgment. Specifically:

- a. Case No. A-17-763985-C: Litigation commenced on November 01, 2017, when Confession of Judgment for Loans 1 and 3 were filed.
- b. Case No. A-17-763995-C: Litigation commenced on November 01, 2017, when Confession of Judgment for Loans 4 and 5 were filed.
- c. Case No. A-18-770121-C: Litigation commenced on February 23, 2018, when Confession of Judgment for Loan 2 was filed.

d. Case No. A-18-770121-C: Litigation commenced on December 13, 2019, when Confession of Judgment for Loan 2 was filed.

Further, on August 11, 2017, Appellants filed Counterclaims against Respondents in Case No. A-17-756274-C, which commenced on June 1, 2017. (emphasis added). (XI JA 2192-2200). The Counterclaims at issue were properly brought in the first action between the parties and could not have been subsequently brought in any of the above referenced cases. Therefore, the District Court committed a clear abuse of its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion.

In addition, the District Court abused its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion, because the Counterclaims were not compulsory claims to any prior cases cited by the Court. Here, the District Court ruled the nature of the dispute between Plaintiffs and Defendants surrounded a series of five loans:

1. **Loan 1:** November 7, 2016, in the amount of \$200,000.00. (I JA 111-129)
2. **Loan 2:** November 21, 2016, in the amount of \$100,000.00. (I JA 130-147)
3. **Loan 3:** December 20, 2016, in the amount of \$100,000.00. (I JA 148-166)
4. **Loan 4:** January 20, 2017, in the amount of \$1,000,000.00. (I JA 167-185)
5. **Loan 5:** March 15, 2017, in the amount of \$200,000.00. (II JA 230-246)

Further, the district court ruled that the following Confessions of Judgment regarding the loans had previously been filed and considered void by various courts:

1. **Loan 1:** Confession of Judgment declared void by Judge Williams in Case No. A-17-763985-C, Order entered April 5, 2018.
2. **Loan 3:** Confession of Judgment declared void by Judge Williams in Case No. A-17-763985-C, Order entered April 5, 2018.
3. **Loan 4:** Confession of Judgment declared void by Judge Cadish in Case No. A-17-763995-C, Order entered April 17, 2018.
4. **Loan 5:** Confession of Judgment declared void by Judge Cadish in Case No. A-17-763995-C, Order entered April 17, 2018.

Finally, the District Court dismissed the entire matter based on claim preclusion because “[e]ach and every Confession of Judgment pertaining to the loans alleged by Plaintiffs have by been adjudicated,” and the Counterclaims are “based on the same claims or any part of them that were or could have been brought in the prior cases.”

At no point were the Counterclaims, nor the facts and circumstances surrounding the Counterclaims discussed at the hearing dismissing this matter. Further, the filed Order Dismissing the Matter with Prejudice did not make a

factual finding to show the Counterclaims arose out of the same transaction or occurrence of the adjudicated cases cited above.

The District Court could not make such a finding, because the Counterclaims did not arise out of the same transaction or occurrence of these cited cases. The Counterclaims were based on an Agreement between Appellant Sharda and Respondent, whereas both parties agreed not to disparage the other. This Agreement was entered into well before the existence of the five (5) loans and was completely separate and apart from the facts and circumstances surrounding the series of five loans and/or Confessions of Judgment. As such, the pertinent facts of Appellants' Counterclaims and the voided Confessions of Judgment are not so logically related to those issues of judicial economy and fairness mandate that all issues be tried in one suit. Therefore, the District Court abused its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion.

ARGUMENT

I. STANDARD OF REVIEW

Orders of Dismissal are subject to a rigorous standard of review on appeal under which the appellate court must recognize all factual allegations in the Complaint as true and draw all inferences in favor of SHARDA Appellants. Buzz Stew, L.L.C. v. City of N. Las Vegas, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). The review of a district court's conclusions of law is *de novo*. We review a

district court's conclusions of law, including whether claim or issue preclusion applies, *de novo*. Id.; G.C. Wallace, Inc. v. Eighth Judicial Dist. Court, 127 Nev. 701, ___, 262 P.3d 1135, 1137 (2011).

II. THE DISTRICT COURT COMMITTED A CLEAR ABUSE OF DISCRETION IN DISMISSING THE COUNTERCLAIMS BASED ON THE DOCTRINE OF CLAIM PRECLUSION

A. The District Court erred in closing this case following the Findings of Fact and Conclusions of Law entered on December 14, 2020 when the order did not specifically address the counterclaims at issue

The District Court dismissed BARKET's matter with prejudice because the nature of the dispute between Plaintiffs and Defendants surrounded these five loans, and the Confessions of Judgment filed to enforce these loans were considered void in prior proceedings. Judge Earley was incorrect: the Confessions of Judgment were void; the underlying loans were never declared void. Therefore, claim preclusion prohibited the Parties from relitigating these issues.

The Order of Dismissal between BARKET and the HIRJI Respondents does not decide or adjudicate the Appellants' rights to be repaid their loans of \$1,500,000 plus interest. This is a clear abuse of discretion in dismissing the Counterclaims based on the doctrine of claim preclusion. The SHARDA Appellants never waived or litigated their underlying rights to be repaid their loan proceeds. As previously mentioned, the only questions that have been litigated is whether the BARKET-induced CIT Agreements and Confessions of Judgment

were valid and enforceable. However, the underlying loans have never been litigated and have never been declared void.

B. The Findings of Fact and Conclusions of Law entered on December 14, 2020 did not constitute a final judgment of the counterclaims for the purposes of res judicata (claim preclusion)

“Generally, the doctrine of res judicata precludes parties ... from relitigating a cause of action or an issue which has been finally determined by a court....” University of Nevada v. Tarkanian, 110 Nev. 581, 598, 879 P.2d 1180, 1191 (1994). We have recognized that “there are two different species of res judicata ... issue preclusion and claim preclusion.” *Id.* at 598, 879 P.2d at 1191. Although often used to describe both “species,” in its strictest sense, the term “res judicata” refers only to claim preclusion. Pomeroy v. Waitkus, 183 Colo. 344, 517 P.2d 396, 399 (1974).

Pursuant to the rule of claim preclusion, “[a] valid and final judgment on a claim precludes a second action on that claim or any part of it.” Tarkanian, 110 Nev. at 599, 879 P.2d at 1191. “Claim preclusion applies when a second suit is brought against the same party on the same claim.” In re Medomak Canning, 111 B.R. 371, 373 n. 1 (Bankr. D.Me.1990). If, as in the instant case, “the prior judgment is in favor of defendant, plaintiff is ‘barred’ from bringing another claim based on the same cause of action.” *Id.* We have further stated that “[t]he modern view is that claim preclusion embraces all grounds of recovery that were asserted

in a suit, as well as those that could have been asserted, and thus has a broader reach than [issue preclusion].” Tarkanian, 110 Nev. at 600, 879 P.2d at 1191.

Since the Findings of Fact and Conclusions of Law entered on December 14, 2020 did not address or consider the Appellants’ Counterclaims it cannot constitute a final judgment for purposes of claim preclusion. Therefore, the District Court erred when it dismissed Appellant's Counterclaims.

C. Since Appellants’ counterclaims predate the confessions of judgment that were at issue in the Findings of Fact and Conclusions of Law entered on December 14, 2020, claim preclusion does not apply.

Res judicata (claim preclusion) does not apply here, because Case No. A-17-756274-C commenced on June 1, 2017, and the Counterclaims were filed on August 11, 2017, which occurred *prior* to the commencement of litigation of the cases voiding the Confessions of Judgment. Specifically:

- a. Case No. A-17-763985-C: Litigation commenced on November 01, 2017, when Confession of Judgment for Loans 1 and 3 were filed.
- b. Case No. A-17-763995-C: Litigation commenced on November 01, 2017, when Confession of Judgment for Loans 4 and 5 were filed.
- c. Case No. A-18-770121-C: Litigation commenced on February 23, 2018, when Confession of Judgment for Loan 2 was filed.
- d. Case No. A-18-770121-C: Litigation commenced on December 13, 2019, when Confession of Judgment for Loan 2 was filed.

Moreover, on August 11, 2017, Appellants filed Counterclaims against Respondent in Case No. A-17-756274-C, which commenced on June 1, 2017. (XI JA 2221-2219) The Counterclaims at issue were properly brought in the first action between the parties and could not have been subsequently brought in any of the above referenced cases. Therefore, the District Court committed a clear abuse of its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion.

Finally, the District Court dismissed the entire matter based on claim preclusion because “[e]ach and every Confession of Judgment pertaining to the loans alleged by Plaintiffs have by been adjudicated,” and the Counterclaims are “based on the same claims or any part of them that were or could have been brought in the prior cases.”

At no point were the Counterclaims, nor the facts and circumstances surrounding the Counterclaims discussed at the hearing dismissing this matter. In addition, the filed Order Dismissing the Matter with Prejudice did not make a factual finding to show the Counterclaims arose out of the same transaction or occurrence of the adjudicated cases cited above.

The District Court could not make such a finding, because the Counterclaims did not arise out of the same transaction or occurrence of these cited cases. The Counterclaims were based on an Agreement between Appellant Sharda

and Respondent, whereas both parties agreed not to disparage the other. This Agreement was entered into well before the existence of the five (5) loans and was completely separate and apart from the facts and circumstances surrounding the series of five loans and/or Confessions of Judgment. As such, the pertinent facts of Appellants' Counterclaims and the voided Confessions of Judgment are not so logically related to those issues of judicial economy and fairness mandate that all issues be tried in one suit. Therefore, the District Court abused its discretion in dismissing the Counterclaims based on the doctrine of claim preclusion.

III. THE DISTRICT COURT COMMITTED A CLEAR ABUSE OF DISCRETION WHEN IT DISMISSED APPELLANTS' COUNTERCLAIMS WITH PREJUDICE PURSUANT TO NRCP 41(e)(6) WITHOUT ANY SUPPORT IN THE FINDINGS OF FACT OR CONCLUSIONS OF LAW

This is a clear case of error on the part of the District Court when it dismissed Appellants' Counterclaims with prejudice based on NRCP 41(e)(6) for want of prosecution as it is not clear from the order whether the District Court was dismissing Appellants' Counterclaims as the order is silent on the Counterclaims all together. Therefore, the order is ambiguous and the matter should be remanded back to District Court for clarification. According to NRCP 41(e)(6),

Rule 41. Dismissal of Actions

(e) Dismissal for Want of Prosecution.

(6) Dismissal With Prejudice. A dismissal under Rule 41(e) is a bar to another action upon the same claim for relief against the same defendants unless

the court provides otherwise in its order dismissing the action. To be clear, there were no findings of fact or conclusions of law to support a dismissal under NRCP 41(e)(6).

CONCLUSION

The District Court committed a clear abuse of discretion when it dismissed Appellants' counterclaims based on claim preclusion and under NRCP 41(e)(6). The Order for Dismissal between BARKET and the HIRJI Parties does not decide or adjudicate the Appellants' rights to be repaid their loans of \$1,500,000 plus interest. Bottom line, the underlying loans are still viable and the Counterclaims should never have been dismissed by the District Court.

CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type of style requirements of NRAP 32(a)(6) because this Opening Brief has been prepared in a proportionally spaced typeface using Microsoft Word in double-spaced 14 point Times New Roman typeface.
2. I further certify that this Opening Brief complies with the page-or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the Brief exempted by NRAP 32(a)(7)(C), it is proportionally spaced, has typeface of 14 points or more, and 3972 words and does not exceed and does not exceed 30 pages.
3. Finally, I certify that I have read the foregoing brief and to my best knowledge, information and belief, the brief is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page of the transcript or appendix where the matter raised can be found.

....

....

4. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the applicable Nevada Rules of Appellate Procedure.

Dated this 2nd day of August 2021.

CORY READE DOWS & SHAFER

By: /s/ R. Christopher Reade
R. CHRISTOPHER READE, ESQ.
Nevada Bar No. 006791
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Facsimile: (702) 794-4421
creade@crdslaw.com
Attorneys for Appellants
NAVENEET SHARDA and TRATA, INC.

CERTIFICATE OF SERVICE

I certify that on the 2nd day of August, 2021, I electronically filed the foregoing **APPELLANTS' OPENING BRIEF** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system.

I further certify that on the above reference date service was made to the following parties by the methods therein indicated.

Daniel Marks, Esq. LAW OFFICE OF DANIEL MARKS 610 South Ninth Street Las Vegas, Nevada 89101 Counsel for Shafik Hirji, Shafik Brown and Furniture Boutique LLC	Michael R. Mushkin, Esq. MUSHKIN COPPEDGE 6070 South Eastern Avenue, Suite 270 Las Vegas, Nevada 89119 Attorneys for Respondents Steven Barket and G65 Ventures LLC
--	--

/s/ Andrew M. David
An Employee of **CORY READE DOWS & SHAFER**